



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, August 14, 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** Chair Carlton Christensen
- 4. Public Comment** Chair Carlton Christensen
- 5. Consent** Chair Carlton Christensen
 - a. Approval of July 31, 2024 Board Meeting Minutes
- 6. Reports**
 - a. Executive Director Report Jay Fox
 - Rail Apprenticeship Program Milestone
 - b. Financial Report - June 2024 Viola Miller
Brad Armstrong
Greg Andrews
 - c. Investment Report - Second Quarter 2024 Viola Miller
Rob Lamph
 - d. Discretionary Grants Update Tracy Young
Gregg Larsen
- 7. Resolutions**
 - a. R2024-08-01 - Resolution Adopting the Fare Rates and Types of Fare Media of the Agency Jordan Eves
- 8. Contracts, Disbursements and Grants**
 - a. Contract: UTA Police Console Upgrade (L3Harris Technologies, Inc.) Kyle Brimley

Board of Trustees	REGULAR MEETING AGENDA	August 14, 2024
b.	Contract: State of Good Repair Bus Stop Enhancements (Landmark Companies, Inc.)	Jared Scarbrough
c.	Contract: Bus Stop Flatwork Construction (Landmark Companies, Inc.)	Jared Scarbrough Landon Dixon
d.	Contract: Master Pool Service Agreement for Supplemental Services Pilot (Western Trails, Charters and Tours, DBA Salt Lake Express)	Hal Johnson Shaina Quinn
e.	Contract: Master Pool Service Agreement for Supplemental Services Pilot (Innovative Transportation Solutions, DBA The Driver Provider)	Hal Johnson Shaina Quinn
f.	Change Order: Master Pool Service Agreement Service Order No. 1 for Supplemental Ski Service (Innovative Transportation Solutions, Inc., DBA The Driver Provider)	Hal Johnson Shaina Quinn
g.	Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-036 - Garfield Rail Line Maintenance (Stacy and Witbeck, Inc.)	Jared Scarbrough Jacob Wouden
h.	Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-025 - Parkway Ave Grade Crossing Replacement (Stacy and Whitbeck, Inc.)	Jared Scarbrough Jacob Wouden
i.	Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-026 - 9400 South Grade Crossing Replacement (Stacy and Witbeck, Inc.)	Jared Scarbrough Jacob Wouden
j.	Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-027 - 9000 South Grade Crossing Replacement (Stacy and Witbeck, Inc.)	Jared Scarbrough Jacob Wouden
k.	Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-046 - Union Interlocking Trackwork Installation (Stacy and Witbeck, Inc.)	Jared Scarbrough Jacob Wouden
l.	Disbursement: UTA v Pulsipher Settlement Approval	Mitch Nielsen
9.	Service and Fare Approvals	
a.	Complimentary Fare: Transit Passes for Utah Attorney General Staff Representing the Utah Transit Authority	Jordan Eves
10.	Budget and Other Approvals	

Board of Trustees	REGULAR MEETING AGENDA	August 14, 2024
a. TBA2024-08-01 - Technical Budget Adjustment - 2024 Capital Program		Daniel Hofer Greg Andrews
11. Discussion Items		
a. Central Wasatch Commission Update		Lindsey Nielsen
b. Salt Lake Central Station Redevelopment		Paul Drake Sean Murphy
c. Detours and Disruptions Customer Communication Strategy Project		Nichol Bourdeaux G.J. LaBonty
d. 2024 UTA On Board Survey		Alex Beim
12. Other Business		Chair Carlton Christensen
a. Next Meeting: Wednesday, September 11th, 2024 at 9:00 a.m.		
13. Closed Session		Chair Carlton Christensen
a. Strategy Session to Discuss Collective Bargaining		
14. Open Session		Chair Carlton Christensen
15. Adjourn		Chair Carlton Christensen
Meeting Information:		
<ul style="list-style-type: none"> • 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. <ul style="list-style-type: none"> o Use this link https://rideuta.zoom.us/webinar/register/WN_H90D1SoJQg2YGMOM2MEJHA and follow the instructions to register for the meeting (you will need to provide your name and email address). o Sign on to the Zoom meeting through the URL provided after registering o Sign on 5 minutes prior to the meeting start time. o Use the "raise hand" function in Zoom to indicate you would like to make a comment. o Comments are limited to 3 minutes per commenter. • Public Comment may also be given through alternate means. See instructions below. <ul style="list-style-type: none"> o Comment online at https://www.rideuta.com/Board-of-Trustees o Comment via email at boardoftrustees@rideuta.com o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting. o Comments submitted before 2:00 p.m. on Tuesday, August 13th 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.



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

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

TITLE:

Approval of July 31, 2024 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the July 31, 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 July 31, 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/929675.html) [<https://www.utah.gov/pmn/sitemap/notice/929675.html>](https://www.utah.gov/pmn/sitemap/notice/929675.html) and video feed is available through the [UTA Board Meetings page](https://rideuta.com/Board-of-Trustees/Meetings) [<https://rideuta.com/Board-of-Trustees/Meetings>](https://rideuta.com/Board-of-Trustees/Meetings).

ATTACHMENTS:

1. 2024-07-31_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, July 31, 2024

9:00 AM

FrontLines Headquarters

Present:
Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Trustee Beth Holbrook welcomed attendees and called the meeting to order at 9:00 a.m. She noted Chair Carlton Christensen would be arriving to the meeting a few minutes late.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Kim Shanklin, UTA Chief People Officer, delivered a brief safety message.

Carlton Christensen joined the meeting at 9:04 a.m.

4. Public Comment

In Person/Virtual Comment

Public comment was given by Josh Jones, Marshall Garey, and Robbie Stutchbury.

Josh Jones (in person): Jones has worked at the UTA Tooele garage for 17 years. He has seen changes that have been heartwarming, such as the start of Saturday service, the increase in the number of buses over time, and the introduction of On Demand, but he still feels UTA is not providing good service to Tooele County. People who are trying to commute from Grantsville have to drive because the On Demand service is not available before 7:00 a.m. and On Demand misses trips due to charging issues associated with the electric vehicle fleet.

Marshall Garey (virtual): Garey congratulated Salt Lake City for being awarded the 2034 Olympics. The Olympics are a huge potential for UTA. In 2002, Salt Lake was able to leverage the Olympics to garner support for the “great transit” Salt Lake has right now. Garey feels it is time to push for the Rio Grande Plan. I-15, and even FrontRunner, have split Salt Lake. The Rio Grande Plan could rejoin that area. Garey supports the Rio Grande Plan and hopes the board

will consider it.

Robbie Stutchbury (in person): Stutchbury supports the Rio Grande Plan in part because it integrates with people's daily lives. He rides his bike everywhere and the trails he uses cause him to have to move in and out of traffic, which is dangerous. There is a food desert four blocks west of the UTA headquarters and mobility in that part of the city is challenging. The Rio Grande plan would make businesses and amenities in the area more accessible. The Rio Grande Plan is a "more comprehensive" UTA goal.

Online Comment

Online comments received were distributed to the board for review prior to the meeting and are included in Appendix A to these minutes.

Chair Christensen assumed responsibility for chairing the meeting at 9:13 a.m.

5. Consent

- a. **Approval of July 10, 2024 Board Meeting Minutes**
- b. **2023 UTA Annual Comprehensive Financial Report (ACFR) and National Transit Database (NTD) Agreed Upon Procedure Report**
- c. **Quarterly Disbursement Report - 2024 Vehicle Parts Inventory Spend - Q2 2024**
- d. **Quarterly Disbursement Report - Non-Inventory Vendors - Q2 2024**

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

6. Reports

- a. **Executive Director Report**
 - **UTA Event Ridership**
 - **UTA Memorial: Mark Tylka**

UTA Event Ridership

Jay Fox, UTA Executive Director, was joined by Patrick Preusser, UTA Chief Operating Officer. Preusser highlighted transit ridership to large events held between June and July 2024, including the Luke Combs concert (27,100 rides), George Strait concert (21,100 rides), Warriors over the Wasatch Air Show (36,200 rides), and Stadium of Fire (6,300 rides).

UTA Memorial: Mark Tylka

Jay Fox was joined by Jaron Robertson, UTA Light Rail General Manager, and Doug Malmborg, UTA Assistant Manager of Rail Operations. Robertson and Malmborg paid tribute to Mark Tylka, UTA TRAX Operator, who passed away in early June.

b. Strategic Plan Minute: Generating Economic Return - International Olympic Committee (IOC) Announcement

Jay Fox highlighted transit-related economic return opportunities available to the community following the announcement of Salt Lake City's selection as the host city for the 2034 Winter Olympics. Anticipated transit improvements include:

- 15-minute and Sunday service on FrontRunner
- TRAX Orange Line from Salt Lake City International Airport to University of Utah Research Park
- Mid-Valley Express (MVX) Bus Rapid Transit Line connecting Murray to West Valley
- Davis-to-SLC Connector
- 5600 West Express Bus from Old Bingham Highway Station to the Salt Lake City International Airport

7. Resolutions

a. R2024-07-01 - Resolution Authorizing the Adoption of Vanpool Rates

Patrick Preusser was joined by Michael Goldman, UTA Special Services Program Manager, and Lani Laumua, UTA Accountant - Rideshare. Goldman summarized the resolution, which adopts vanpool rates for the agency to be implemented December 1, 2024.

Discussion ensued. A question on the communications plan was posed by the board and answered by staff.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

b. R2024-07-02 - Resolution Setting Compensation for District Officers and Employees

Kim Shanklin outlined the resolution, which sets compensation for district officers and administrative employees for 2024 and authorizes parameters that allow management to place jobs within the compensation structure. Jobs added to the structure include associate chief financial officer, director of data strategy, data scientist, and people data analyst.

Discussion ensued. Questions on 2025 budget increases for added positions and the timing of hiring for new positions were posed by the board and answered by Shanklin.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

c. **R2024-07-03 - Resolution Modifying the Authority's Organizational Structure and Creating the Position of Chief of Staff to the Executive Director**

Jay Fox was joined by Kim Shanklin. Fox explained the resolution, which modifies the agency's organizational structure to include a chief of staff on the executive team. He spoke about the need for a chief of staff to focus on administration. The functions of the role will include initiative management and organizational oversight and improvement at the agency.

Discussion ensued. Questions on the need for additional administrative support, anticipated costs, and executive team feedback on the new position were posed by the board and answered by staff.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

8. Budget and Other Approvals

a. **TBA2024-07-01 Technical Budget Adjustment - Operating Budget Adjustment for Position of Chief of Staff to the Executive Director**

Jay Fox was joined by Viola Miller, UTA Chief Financial Officer, and Brad Armstrong, UTA Director of Budget & Financial Strategy. Armstrong summarized the technical budget adjustment, which authorizes an increase in one full-time equivalent (FTE) headcount and allocates \$108,000 from the 2024 operating contingency budget for a chief of staff to the executive director.

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

9. Contracts, Disbursements and Grants

a. **Contract: 2024 Rideshare Van Order (Larry H. Miller Chevrolet)**

Jesse Rogers, UTA Bus Vehicle Procurement Project Manager, was joined by Michael Goldman.

Rogers requested the board approve \$799,260 contract with Larry H. Miller Chevrolet for the purchase of 16 vanpool vehicles.

Discussion ensued. Questions on fleet replacement vs. increase and the possibility of purchasing all-wheel drive and/or hybrid vans were posed by the board and answered by staff. Chair Christensen recommended looking into purchasing all-wheel drive vans, particularly for vanpools utilized in the canyons, and Trustee Holbrook requested an analysis on hybrid vehicles.

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

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

b. Contract: 2024 Rideshare Van Order (Tony Divino Toyota)

Jesse Rogers was joined by Michael Goldman.

Rogers requested the board approve a \$1,520,000 contract with Tony Divino Toyota for the purchase of 40 vanpool vehicles.

Discussion ensued. Questions on supply chain trends and frequency of adjustments to the state contract were posed by the board and answered by staff.

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

c. Contract: UTA Website Maintenance and Services (Guru Technologies)

Heather Barnum, UTA Chief Communications Officer, requested the board approve a contract with Guru Technologies for UTA website maintenance and services. The contract has a three-year base term with two one-year options and a not-to-exceed value of \$929,098 over five years.

Discussion ensued. Questions on vendor selection and performance were posed by the board and answered by Barnum.

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

d. Contract: Compressed Natural Gas (CNG) Fuel for Depot District (Summit Energy, LLC)

Andres Colman, UTA Regional General Manager - Salt Lake Business Unit, was joined by Dean Klebenow, UTA Manager of Vehicle Performance & Maintenance, and Daniel Locke, UTA Facilities Utilities Project Administrator.

Colman requested the board approve a \$4,610,429 contract with Summit Energy, LLC for CNG fuel at the Depot District facility. The contract has a term of five years.

Discussion ensued. Questions on supply prioritization, performance obligations, and fleet additions were posed by the board and answered by staff.

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

e. Contract: State of Good Repair Network Switches and Associated Equipment (CVE Technologies Group, Inc.)

Kyle Brimley, UTA IT Director, was joined by Tom Smith, UTA IT Network Support Manager.

Brimley requested the board approve a \$381,786.04 contract with CVE Technologies

Group, Inc. for hardware, software, and licensing required to repair network switches and associated equipment.

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

f. Change Order: On-Call Systems Maintenance Contract Task Order #24-015 - Vine Street Signal Design (Rocky Mountain Systems Services)

Jared Scarbrough, UTA Director of Capital Design & Construction, was joined by Dean Hansen, UTA Manager - Systems Engineering.

Hansen requested the board approve a \$299,103 change order to the contract with Rocky Mountain Systems Services for the Vine Street crossing signal design. The total contract value, including the change order, is \$27,193,418.34.

Discussion ensued. Questions on speed limitations in the Vine Street area, coordination with the Utah Department of Transportation, project timeline, and anticipated FrontRunner schedule adjustments were posed by the board and answered by staff.

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

g. Change Order: Master Task Ordering Agreement for Bus System Enhancement Design Services Consultant Pool A Only - Change Order No. 1 - Exercise of Option Years 1 and 2 (AECOM Technical Services, Inc.)

Jared Scarbrough requested the board approve a change order to exercise two option years on the contract with AECOM Technical Services, Inc. for consulting services. The change order has a not-to-exceed value of \$300,000 per year or \$600,000 for two years for vendor pooled services.

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

h. Change Order: Traction Power Substations (TPSS) Rehabilitation Change Order #014 - Parallel Feeder Night Work (C3M Power Systems, LLC)

Jared Scarbrough was joined by Dean Hansen.

Staff requested the board approve a \$641,716.30 change order to the contract with C3M Power Systems, LLC for the TPSS rehabilitation. The total contract value, including the change order, is \$46,652,576.68.

Discussion ensued. Questions on the cost of installing dual catenary wire vs. underground running wire, conduit size impacts, and project risks were posed by the board and answered by staff.

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

change order be approved. The motion carried by a unanimous vote.

i. **Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-042 - July to December 2024 Pre-Construction Fees (Stacy and Witbeck, Inc.)**

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

Wouden requested the board approve a \$299,520 change order to the contract with Stacy and Witbeck, Inc. for pre-construction and construction management fees from July to December 2024.

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

j. **Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-017 - 300 West Grade Crossing (Stacy and Witbeck, Inc.)**

Jared Scarbrough was joined by Jacob Wouden.

Wouden requested the board approve a \$324,236 change order to the contract with Stacy and Witbeck, Inc. for replacement of the TRAX grade crossing at 300 West.

The total contract value, including both change orders discussed in this meeting, is \$2,100,471.

Discussion ensued. A question clarifying the grade crossing location was posed by the board and answered by Wouden.

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

k. **Pre-Procurements**

- **CNG Bay Expansion - Design Phase**
- **Procurement Services**

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

Discussion ensued. A question on the long-term procurement services strategy was posed by the board and answered by Mills.

Chair Christensen called for a recess at 10:52 a.m.

The meeting reconvened at 11:01 a.m.

10. Service and Fare Approvals**a. Complimentary Fare: Special Events Agreement (Craft Lake City)**

Jordan Eves, UTA Manager of Fare Strategy, requested the board approve a special events agreement with Craft Lake City for ticket-as-fare valued at \$5,000 in exchange for a marketing package valued at \$15,000.

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

b. Fare Agreement: Pass Purchase and Administration (Salt Lake City Corporation)

Jordan Eves requested the board approve a fare agreement with Salt Lake City Corporation for the purchase of transit passes for Salt Lake City Corporation employees at a 5%, tiered discount that aligns with the ECO Trip Rewards matrix. The agreement has a one-year base term with two one-year options and is valued at an estimated \$90,000-\$100,000 annually.

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

c. Fare Agreement: Pass Purchase and Administration Agreement Modification No. 4 (Westminster University)

Jordan Eves requested the board approve a one-year modification to the pass purchase and administration agreement with Westminster University for passes provided to authorized users at a per-trip 25% discount from public fare. The modification has an estimated value of \$20,000, and the total contract has an estimated value of \$84,500.

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

d. Fare Agreement: Pass Purchase and Administration Agreement Modification No. 3 (Davis Technical College)

Jordan Eves requested the board approve a one-year modification to the pass purchase and administration agreement with Davis Technical College for passes provided to authorized users at a per-trip 25% discount from public fare. The modification has an estimated value of \$38,000, and the total contract has an estimated value of \$129,000.

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

e. Fare Agreement: Education Pass Agreement Modification No. 2 (Salt Lake School District and Salt Lake Education Foundation)

Jordan Eves requested the board approve a one-year modification to the education pass agreement with Salt Lake School District and Salt Lake Education Foundation for

50,000 unlimited use passes provided to the school district's students, faculty, staff, and one student guardian per household. The modification is valued at \$279,000, and the total contract is valued at \$837,000.

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

f. Fare Agreement: Funding for Salt Lake School District Passes - 2024-2025 (Salt Lake City Corporation)

Jordan Eves requested the board approve a fare agreement with Salt Lake City Corporation for their contribution to the provision of 50,000 unlimited use passes to Salt Lake School District students, faculty, staff, and one student guardian per household (see agenda item 10.e.). The agreement is valued at \$214,209.

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

11. Discussion Items

a. Murray North Station Area Plan

Kayla Kinkead, UTA Transit-Oriented Communities Predevelopment Supervisor, highlighted the Murray North Station Area Plan (SAP) area, vision and goals, and plan elements. She also spoke about proposed uses for the 8.4 acres of UTA-owned property at the site and indicated more analysis of UTA's operational requirements is needed.

Discussion ensued. Questions on local government sentiments on grocery amenities and options for alternatives were posed by the board and answered by Kinkead.

b. Clearfield Station Area Plan

Kayla Kinkead outlined updates to the Clearfield SAP, which was initially adopted as "Clearfield Connected" in 2019. She reviewed the SAP area, vision and goals, and plan elements. UTA owns 56 acres at the site, which are slated to be utilized for medium-density residential and low and medium-density mixed-use purposes.

c. Capital Program Update - Second Quarter 2024

Daniel Hofer, UTA Director of Capital Programs & Support, was joined by Marcus Bennett, UTA Project Manager III, and Patti Garver, UTA Manager of Environmental Compliance & Sustainability.

Hofer summarized capital spending for the second quarter of 2024, along with anticipated budget and activities for current quarter. Staff then provided an update on the S-Line extension and the Davis-SLC Community Connector projects.

Discussion ensued. Questions on coordination with the finance team on investing cash

flow variance funds, S-Line corridor preservation, and S-Line project timeline were posed by the board and answered by staff.

12. Other Business

- a. Next Meeting: Wednesday, August 14, 2024 at 9:00 a.m.

13. Closed Session

- a. **Strategy Session to Discuss Collective Bargaining**

Chair Christensen indicated there were matters to be discussed in closed session related to collective bargaining. A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote and the meeting convened in closed session at 11:42 a.m.

14. Open Session

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to return to open session. The motion carried by a unanimous vote and the meeting reconvened in open session at 12:08 p.m.

15. Adjourn

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 12:08 p.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/929675.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/312?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

Appendix A**Online Public Comment****From Henry Sokolski:**

I live along Wasatch Boulevard across from the swamp Lot in Cottonwood Heights. I have been told that the 953 service would be restored now for over two years. It is now almost August 2024. UTA should announce what it intends to do to restore the service. At this point, candor and a bad decision would be superior to what has gone on, which roughly is silence.



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

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

TITLE:

Executive Director Report

- Rail Apprenticeship Program Milestone

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

Jay Fox, Executive Director, will provide the following:

- Rail Apprenticeship Program Milestone (Kim Shanklin, Stacey Palacios)



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

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 - June 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 June 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 June 2024 Monthly Financial Statements.

DISCUSSION:

At the August 14, 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:

- June 2024 Board Dashboard
- June 2024 Monthly Financial Statements

Utah Transit Authority

Board Dashboard: June 30, 2024

Financial Metrics	Jun Actual	Jun Budget	Fav / (Unfav)	%	YTD Actual	YTD Budget	Fav / (Unfav)	%
Sales Tax (May '24 mm \$)	\$ 41.3	\$ 39.6	\$ 1.65	4.2%	\$ 201.7	\$ 189.7	\$ 11.91	6.3%
Fare Revenue (mm)	\$ 3.2	\$ 3.2	\$ 0.00	0.0%	\$ 20.2	\$ 17.6	\$ 2.63	14.9%
Operating Exp (mm)	\$ 30.6	\$ 35.2	\$ 4.52	12.9%	\$ 204.3	\$ 211.6	\$ 7.31	3.5%
Subsidy Per Rider (SPR)	\$ 8.80	\$ 12.03	\$ 3.24	26.9%	\$ 9.26	\$ 10.78	\$ 1.52	14.1%
UTA Diesel Price (\$/gal)	\$ 2.58	\$ 4.03	\$ 1.45	35.9%	\$ 2.68	\$ 4.03	\$ 1.35	33.4%
Operating Metrics	Jun Actual	Jun-23	F / (UF)	%	YTD Actual	YTD 2023	F / (UF)	%
Ridership (mm)	3.12	2.71	0.4	15.0%	19.88	16.79	3.1	18.3%
Energy Cost by Type (Monthly Avg YTD)								
	Diesel Bus (Cost per Mile)			\$ 0.50				
	Diesel CR (Cost per Mile)			\$ 4.23				
	Unleaded Gas (Cost per Mile)			\$ 0.32				
	CNG (Cost per Mile)			\$ 0.23				
	Bus Propulsion Power (Cost per Mile)			\$ 1.05				
	TRAX Propulsion Power (Cost per Mile)			\$ 0.78				

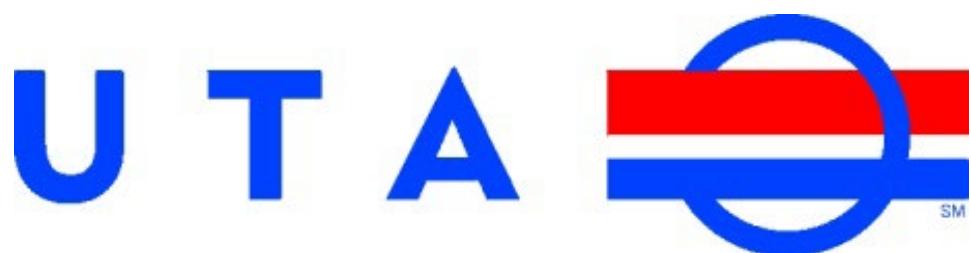
"Sales Tax" lists the amount of sales tax revenue received for the month listed in bold. All other data reflects the month listed in the table title.

Utah Transit Authority

Financial Statement

(Unaudited)

June 30, 2024



	2024 YTD ACTUAL	2024 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (21,252,991)	\$ (18,810,562)	\$ 2,442,429	13%
2 Operating Expenses	204,311,472	211,625,405	7,313,933	3%
3 Net Operating Income (Loss)	(183,058,481)	(192,814,843)	9,756,362	5%
4 Capital Revenue	(12,676,292)	(9,585,333)	3,090,959	32%
5 Capital Expenses	60,048,781	20,382,667	(39,666,115)	-195%
6 Net Capital Income (Loss)	(47,372,489)	(10,797,333)	(36,575,156)	-339%
7 Sales Tax	(252,299,272)	(236,884,608)	15,414,665	7%
8 Other Revenue	(50,378,204)	(50,012,500)	365,704	1%
9 Debt Service	38,365,194	41,728,914	3,363,721	8%
10 Sale of Assets	516,681	-	(516,681)	
11 Net Non-Operating Income (Loss)	263,795,602	245,168,193	18,627,409	8%
12 Contribution to Cash Balance	\$ 33,364,633	\$ 41,556,017	\$ (8,191,384)	-20%
13 Amortization	4,953,496			
14 Depreciation	72,658,572			
15 Total Non-cash Items	\$ 77,612,068			

STATISTICS

RIDERSHIP

2023 Actual	June 2024	June 2023	Difference	2024 YTD	2023 YTD	Difference
16 32,238,735	3,118,407	2,711,096	407,311	19,876,223	16,794,970	3,081,253

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 204,311,472
18 Less: Passenger Revenue	- (20,235,991)
19 Subtotal	184,075,481
20 Divided by: Ridership	÷ 19,876,223
21 Subsidy per Rider	\$ 9.26

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of June 30, 2024

EXHIBIT 1-2

BALANCE SHEET

		<u>6/30/2024</u>	<u>6/30/2023</u>	Change
				June
CURRENT ASSETS				
1	Cash	\$ 19,140,302	\$ 19,920,918	-4%
2	Investments (Unrestricted)	431,014,092	467,018,812	-8%
3	Investments (Restricted)	101,134,480	91,372,054	11%
4	Receivables	117,343,948	108,487,736	8%
5	Receivables - Federal Grants	3,113,363	3,872,754	-20%
6	Inventories	46,040,082	40,359,760	14%
7	Prepaid Expenses	786,757	336,952	133%
8	TOTAL CURRENT ASSETS	<u>\$ 718,573,024</u>	<u>\$ 731,368,986</u>	
9	Property, Plant & Equipment (Net)	2,890,249,369	2,923,026,976	-1%
10	Other Assets	132,186,504	197,390,369	-33%
11	TOTAL ASSETS	<u>\$ 3,741,008,898</u>	<u>\$ 3,851,786,331</u>	
12	Current Liabilities	154,398,496	58,654,081	163%
14	Net Pension Liability	142,283,669	166,224,640	-14%
15	Outstanding Debt	2,227,440,983	2,320,980,513	-4%
16	Net Investment in Capital Assets	816,489,468	779,030,839	5%
17	Restricted Net Position	52,453,227	62,807,531	-16%
18	Unrestricted Net Position	347,943,055	464,088,727	-25%
19	TOTAL LIABILITIES & EQUITY	<u>\$ 3,741,008,898</u>	<u>\$ 3,851,786,331</u>	

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES				
20	2018 Bond Proceeds	64	\$ 31,338	-100%
21	2019 Bond Proceeds	7,903	663,459	-99%
22	Debt Service Interest Payable	8,632,985	25,272,988	-66%
23	Risk Contingency Fund	8,186,541	8,120,937	1%
24	Catastrophic Risk Reserve Fund	1,149,107	1,118,726	3%
25	Box Elder County ROW (sales tax)	3,278,330	1,521,291	115%
26	Utah County 4th Qtr (sales tax)	16,637,636	12,131,400	37%
27	Amounts held in escrow	62,533,837	42,511,915	47%
28	TOTAL RESTRICTED RESERVES	<u>\$ 100,426,405</u>	<u>\$ 91,372,054</u>	
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	<u>\$ 160,658,000</u>	<u>\$ 160,658,000</u>	
34	TOTAL RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS	<u>\$ 261,084,405</u>	<u>\$ 252,030,054</u>	

**SUMMARY FINANCIAL DATA
(UNAUDITED)**
As of June 30, 2024

EXHIBIT 1-3

REVENUE & EXPENSES

	ACTUAL Jun-24	ACTUAL Jun-23	YTD 2024	YTD 2023
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,213,167)	\$ (2,888,414)	\$ (20,235,991)	\$ (18,107,510)
2 Advertising Revenue	(269,167)	(254,833)	(1,017,000)	(1,241,500)
3 TOTAL OPERATING REVENUE	\$ (3,482,333)	\$ (3,143,247)	\$ (21,252,991)	\$ (19,349,010)
OPERATING EXPENSE				
4 Bus Service	\$ 10,763,573	\$ 11,785,041	\$ 70,308,459	\$ 65,243,801
5 Commuter Rail	2,074,215	2,529,934	14,562,916	14,895,944
6 Light Rail	3,642,200	3,980,991	23,079,437	22,100,680
7 Maintenance of Way	1,511,639	1,524,280	10,336,367	10,046,882
8 Paratransit Service	2,308,683	2,531,925	14,405,174	13,551,792
9 RideShare/Van Pool Services	234,511	300,554	1,664,517	1,733,572
10 Microtransit	396,732	750,062	4,661,608	3,725,330
11 Operations Support	5,068,699	5,150,866	33,284,597	33,380,843
12 Administration	4,642,885	5,689,816	26,451,106	24,452,718
13 Non-Departmental	-	-	5,557,291	-
14 TOTAL OPERATING EXPENSE	\$ 30,643,137	\$ 34,243,469	\$ 204,311,472	\$ 189,131,562
15 NET OPERATING (INCOME) LOSS	\$ 27,160,804	\$ 31,100,222	\$ 183,058,481	\$ 169,782,552
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	(19,252,229)	(2,311,689)	(45,340,930)	(18,799,439)
17 Sales Tax Revenue ¹	(54,996,688)	(43,007,767)	(252,299,272)	(232,708,625)
18 Other Revenue	(748,276)	(1,121,703)	(5,075,569)	(5,771,145)
19 Fed Operations/Preventative Maint. Revenue		(198,324)	38,295	(330,544)
20 Bond Interest	6,069,913	6,150,297	36,419,479	37,445,155
21 Bond Interest UTCT	148,357	148,357	890,142	890,142
22 Bond Cost of Issuance/Fees		42,100	45,150	53,250
23 Lease Interest		55,632	1,010,422	1,628,272
24 Sale of Assets	713,406	408,428	516,681	5,141,385
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (68,065,518)	\$ (39,834,669)	\$ (263,795,602)	\$ (212,451,549)
26 CONTRIBUTION TO RESERVES	\$ 40,904,714	\$ 8,734,447	\$ 80,737,121	\$ 42,668,997
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(344,047)	(369,923)	(2,064,280)	(2,068,349)
28 Bond Refunding Cost Amortization	1,102,053	1,242,598	6,612,319	7,455,590
29 Future Revenue Cost Amortization	67,576	67,576	405,457	405,457
30 Depreciation	12,769,117	11,496,134	72,658,572	69,364,933
31 NET OTHER EXPENSES (NON-CASH)	\$ 13,594,700	\$ 12,436,385	\$ 77,612,068	\$ 75,157,631

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

27,310,014 (3,701,938) 3,125,053 (32,488,634)

**BUDGET TO ACTUAL REPORT
(UNAUDITED)**
As of June 30, 2024

EXHIBIT 1-4

CURRENT MONTH

	ACTUAL Jun-24	BUDGET Jun-24	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,213,167)	\$ (3,212,043)	\$ 1,124	0%
2 Advertising Revenue	(269,167)	(200,000)	69,167	35%
3 TOTAL OPERATING REVENUE	\$ (3,482,333)	\$ (3,412,043)	\$ 70,290	2%
OPERATING EXPENSE				
4 Bus Service	\$ 10,763,573	11,551,586	\$ 788,013	7%
5 Commuter Rail	2,074,215	2,702,619	628,404	23%
6 Light Rail	3,642,200	4,012,602	370,402	9%
7 Maintenance of Way	1,511,639	1,736,995	225,356	13%
8 Paratransit Service	2,308,683	2,422,035	113,353	5%
9 RideShare/Van Pool Services	234,511	334,294	99,783	30%
10 Microtransit	396,732	1,079,048	682,316	63%
11 Operations Support	5,068,699	5,508,801	440,102	8%
12 Administration	4,642,885	5,567,967	# 925,082	17%
13 Non-Departmental	-	250,000	250,000	100%
14 TOTAL OPERATING EXPENSE	\$ 30,643,137	\$ 35,165,947	\$ 4,522,810	13%
15 NET OPERATING (INCOME) LOSS	\$ 27,160,804	\$ 31,753,904	\$ 4,593,100	-14%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (19,252,229)	\$ (468,750)	\$ 18,783,479	4007%
17 Sales Tax Revenue	(54,996,688)	(47,139,574)	7,857,114	17%
18 Other Revenue	(748,276)	(1,200,000)	(451,724)	-38%
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	-	5,000	5,000	100%
23 Lease Interest	-	237,592	237,592	100%
24 Sale of Assets	713,406	-	(713,406)	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (68,065,518)	\$ (49,879,053)	\$ 18,186,464	36%
26 CONTRIBUTION TO RESERVES	\$ 40,904,714	\$ 18,125,150		

BUDGET TO ACTUAL REPORT BY CHIEF (UNAUDITED)

As of June 30, 2024

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CURRENT MONTH

EXHIBIT 1-4A

	ACTUAL	BUDGET	VARIANCE		%
			Jun-24	(UNFAVORABLE)	
OPERATING EXPENSE					
1	Board of Trustees	\$ 208,804	\$ 280,866	\$ 72,062	26%
2	Executive Director	785,392	534,963	(250,429)	-47%
3	Chief Communication Officer	174,666	409,496	234,830	57%
4	Chief Planning and Engagement Officer	1,397,982	1,925,568	527,586	27%
5	Chief Finance Officer	1,288,697	1,732,186	443,489	26%
6	Chief Operating Officer	23,455,037	26,080,940	2,625,903	10%
7	Chief People Officer	1,158,110	998,440	(159,670)	-16%
8	Chief Development Officer	571,711	629,196	57,485	9%
9	Chief Enterprise Strategy Officer	1,602,738	2,324,292	721,554	31%
10	Non-Departmental	-	250,000	250,000	100%
11	TOTAL OPERATING EXPENSE	\$ 30,643,137	\$ 35,165,947	\$ 4,522,810	13%

YEAR TO DATE

		ACTUAL	BUDGET	VARIANCE		%
				Jun-24	Jun-24	
OPERATING EXPENSE						
12	Board of Trustees	\$ 1,511,782	\$ 1,685,196	\$ 173,414		10%
13	Executive Director	3,416,097	3,206,778	(209,319)		-7%
14	Chief Communication Officer	1,339,837	2,139,224	799,387		37%
15	Chief Planning and Engagement Officer	9,577,658	11,525,396	1,947,738		17%
16	Chief Finance Officer	7,463,284	10,188,796	2,725,512		27%
17	Chief Operating Officer	153,845,684	158,930,945	5,085,261		3%
18	Chief People Officer	6,329,437	5,996,124	(333,313)		-6%
19	Chief Development Officer	3,217,380	3,767,724	550,344		15%
20	Chief Enterprise Strategy Officer	12,023,021	13,935,222	1,912,201		14%
21	Non-Departmental	5,557,291	5,807,291	250,000		4%
22	TOTAL OPERATING EXPENSE	#####	\$ 217,182,696	\$ 12,901,225		6%

BUDGET TO ACTUAL REPORT

(UNAUDITED)

As of June 30, 2024

YEAR TO DATE

				VARIANCE
		ACTUAL	BUDGET	FAVORABLE
		Jun-24	Jun-24	(UNFAVORABLE)
OPERATING REVENUE				
1	Passenger Revenue	\$ (20,235,991)	\$ (17,610,562)	\$ 2,625,429
2	Advertising Revenue	(1,017,000)	(1,200,000)	(183,000)
3	TOTAL OPERATING REVENUE	\$ (21,252,991)	\$ (18,810,562)	\$ 2,442,429
OPERATING EXPENSE				
4	Bus Service	\$ 70,308,459	\$ 71,357,915	\$ 1,049,456
5	Commuter Rail	14,562,916	16,280,016	1,717,100
6	Light Rail	23,079,437	24,081,306	1,001,869
7	Maintenance of Way	10,336,367	10,738,441	402,074
8	Paratransit Service	14,405,174	14,440,399	35,225
9	RideShare/Van Pool Services	1,664,517	2,005,764	341,247
10	Microtransit	4,661,608	6,474,288	1,812,680
11	Operations Support	33,284,597	32,853,296	(431,301)
12	Administration	26,451,106	33,143,980	6,692,874
13	Non-Departmental	5,557,291	250,000	(5,307,291)
14	TOTAL OPERATING EXPENSE	\$ 204,311,472	\$ 211,625,405	\$ 7,313,933
15	NET OPERATING (INCOME) LOSS	\$ 183,058,481	\$ 192,814,843	\$ 9,756,362
NON-OPERATING EXPENSE (REVENUE)				
16	Investment Revenue	\$ (45,340,930)	\$ (2,812,500)	\$ 42,528,430
17	Sales Tax Revenue	(252,299,272)	(236,884,608)	15,414,665
18	Other Revenue	(5,075,569)	(7,200,000)	(2,124,431)
19	Fed Operations/Preventative Maint. Revenue	38,295	(40,000,000)	(40,038,295)
20	Bond Interest	36,419,479	39,399,365	2,979,886
21	Bond Interest UTCT	890,142	864,846	(25,297)
22	Bond Cost of Issuance/Fees	45,150	39,150	(6,000)
23	Lease Interest	1,010,422	1,425,554	415,131
24	Sale of Assets	516,681	-	(516,681)
25	TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (263,795,602)	\$ (245,168,193)	\$ 18,627,409
26	CONTRIBUTION TO RESERVES	\$ 80,737,121	\$ 52,353,350	

		2024 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES				
1	REVENUE AND NON-REVENUE VEHICLES	\$ 26,153,587	\$ 56,950,000	45.9%
2	INFORMATION TECHNOLOGY	8,634,684	21,515,000	40.1%
3	FACILITIES, MAINTENANCE & ADMIN. EQUIP.	3,096,190	15,768,000	19.6%
4	CAPITAL PROJECTS	16,892,914	88,148,000	19.2%
5	STATE OF GOOD REPAIR	6,787,474	55,611,000	12.2%
6	DEPOT DISTRICT	49,270	1,000,000	4.9%
7	OGDEN/WEBER STATE BRT	255,814	5,600,000	4.6%
8	TIGER	(1,821,153)	0	0.0%
9	TOTAL	\$ 60,048,781	\$ 244,592,000	24.6%
REVENUES				
10	GRANT	\$ 6,505,385	\$ 59,152,000	11.0%
11	STATE CONTRIBUTION	5,533,398	13,447,000	41.1%
12	LEASES (PAID TO DATE)		27,234,000	0.0%
13	BONDS		6,330,000	0.0%
14	LOCAL PARTNERS	637,510	8,861,000	7.2%
15	UTA FUNDING	47,372,489	129,568,000	36.6%
16	TOTAL	\$ 60,048,781	\$ 244,592,000	24.6%

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Jun-24	Jun-23	2024	2023
UTA				
Fully Allocated Costs	30,643,137	34,243,469	204,311,475	189,131,562
Passenger Farebox Revenue	3,213,167	2,888,414	20,235,991	18,107,511
Passengers	3,118,407	2,711,096	19,876,223	16,794,970
Farebox Recovery Ratio	10.5%	8.4%	9.9%	9.6%
Actual Subsidy per Rider	\$8.80	\$11.57	\$9.26	\$10.18
BUS SERVICE				
Fully Allocated Costs	15,621,454	17,183,978	103,009,590	94,147,381
Passenger Farebox Revenue	1,292,210	1,343,529	8,098,122	7,965,867
Passengers	1,412,988	1,398,427	9,682,656	8,701,977
Farebox Recovery Ratio	7.5%	15.8%	8.6%	31.2%
Actual Subsidy per Rider	\$11.25	\$5.13	\$50.86	\$11.39
LIGHT RAIL SERVICE				
Fully Allocated Costs	7,163,991	8,784,675	47,181,729	48,547,407
Passenger Farebox Revenue	736,224	665,484	4,115,639	3,618,866
Passengers	1,152,479	817,596	6,858,692	5,151,978
Farebox Recovery Ratio	10.3%	7.6%	8.7%	7.5%
Actual Subsidy per Rider	\$5.58	\$9.93	\$37.47	\$54.79
COMMUTER RAIL SERVICE				
Fully Allocated Costs	4,264,003	3,959,304	28,998,928	23,529,388
Passenger Farebox Revenue	475,963	441,085	2,740,256	2,362,390
Passengers	327,977	304,203	2,008,189	1,758,569
Farebox Recovery Ratio	11.2%	11.1%	9.4%	10.0%
Actual Subsidy per Rider	\$11.55	\$11.57	\$80.34	\$70.64
MICROTRANSIT				
Fully Allocated Costs	515,598	883,329	5,459,776	4,433,819
Passenger Farebox Revenue	16,339	52,077	142,247	250,777
Passengers	44,482	31,858	269,981	188,472
Farebox Recovery Ratio	3.2%	5.9%	2.6%	5.7%
Actual Subsidy per Rider	\$11.22	\$26.09	\$112.05	\$121.56
PARATRANSIT				
Fully Allocated Costs	2,466,282	2,710,820	13,039,940	11,788,471
Passenger Farebox Revenue	379,995	94,357	2,810,627	1,930,087
Passengers	78,073	73,679	408,429	354,686
Farebox Recovery Ratio	15.4%	3.5%	21.6%	16.4%
Actual Subsidy per Rider	\$26.72	\$35.51	\$128.11	\$129.63
RIDEShare				
Fully Allocated Costs	611,810	721,362	4,155,225	3,974,275
Passenger Farebox Revenue	312,435	291,882	1,949,105	1,885,166
Passengers	102,408	85,332	570,204	565,609
Farebox Recovery Ratio	51.1%	40.5%	46.9%	47.4%
Actual Subsidy per Rider	\$2.92	\$5.03	\$24.06	\$21.99

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Jun-24	Jun-23	2024	2023
FULLY ALLOCATED COSTS				
Bus Service	\$15,621,454	\$17,183,978	\$103,009,590	\$94,147,381
Light Rail Service	\$7,163,991	\$8,784,675	\$47,181,729	\$48,547,407
Commuter Rail Service	\$4,264,003	\$3,959,304	\$28,998,928	\$23,529,388
Microtransit	\$515,598	\$883,329	\$5,459,776	\$4,433,819
Paratransit	\$2,466,282	\$2,710,820	\$13,039,940	\$11,788,471
Rideshare	\$611,810	\$721,362	\$4,155,225	\$3,974,275
UTA	\$30,643,137	\$34,243,469	\$201,845,189	\$186,420,742
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,292,210	\$1,343,529	\$8,098,122	\$7,965,867
Light Rail Service	\$736,224	\$665,484	\$4,115,639	\$3,618,866
Commuter Rail Service	\$475,963	\$441,085	\$2,740,256	\$2,362,390
Microtransit	\$16,339	\$52,077	\$142,247	\$250,777
Paratransit	\$379,995	\$94,357	\$2,810,627	\$1,930,087
Rideshare	\$312,435	\$291,882	\$1,949,105	\$1,885,166
UTA	\$3,213,167	\$2,888,414	\$19,855,996	\$18,013,153
PASSENGERS				
Bus Service	1,412,988	1,398,427	9,682,656	8,701,977
Light Rail Service	1,152,479	817,596	6,858,692	5,151,978
Commuter Rail Service	327,977	304,203	2,008,189	1,758,569
Microtransit	44,482	31,858	269,981	188,472
Paratransit	78,073	73,679	408,429	354,686
Rideshare	102,408	85,332	570,204	565,609
UTA	3,118,407	2,711,096	19,798,150	16,721,291
FAREBOX RECOVERY RATIO				
Bus Service	7.5%	15.8%	8.6%	31.2%
Light Rail Service	10.3%	7.6%	8.7%	7.5%
Commuter Rail Service	11.2%	11.1%	9.4%	10.0%
Microtransit	3.2%	5.9%	2.6%	5.7%
Paratransit	15.4%	3.5%	21.6%	16.4%
Rideshare	51.1%	40.5%	46.9%	47.4%
UTA	10.5%	8.4%	9.9%	9.6%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$11.25	\$5.13	\$50.86	\$11.39
Light Rail Service	\$5.58	\$9.93	\$37.47	\$54.79
Commuter Rail Service	\$11.55	\$11.57	\$80.34	\$70.64
Microtransit	\$11.22	\$26.09	\$112.05	\$121.56
Paratransit	\$26.72	\$35.51	\$128.11	\$129.63
Rideshare	\$2.92	\$5.03	\$24.06	\$21.99
UTA	\$8.80	\$11.57	\$9.26	\$10.18

**SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)**
As of June 30, 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	84,124,878	39,460,517	\$ 44,664,361	-	-	-
3	Warranty Recovery	1,642,293	1,691,036	-	-	-	-
4	Build America Bond Subsidies	8,724,164	785,525	785,525	\$ 785,525	\$ 785,525	\$ 5,582,064
5	Product Sales and Development	1,817,075	617,886	12,619	52,206	46,294	1,088,070
6	Pass Sales	(5,807)	173,779	14,140	(12,525)	19,908	(201,108)
7	Property Management	1,688,669	1,657,041	8,916	7,809	-	14,903
8	Vanpool/Rideshare	177,662	74,588	51,084	18,920	16,864	16,205
9	Salt Lake City Agreement	523,919	523,919	-	-	-	-
10	Planning	-	-	-	-	-	-
11	Capital Development Agreements	13,202,016	48,905	-	-	250,000	12,903,111
12	Other	81,250,959	11,853	312	-	-	351,304
13	Total	\$ 196,259,192	\$ 48,158,412	\$ 45,536,957	\$ 851,935	\$ 1,118,591	\$ 19,754,548

Percentage Due by Aging

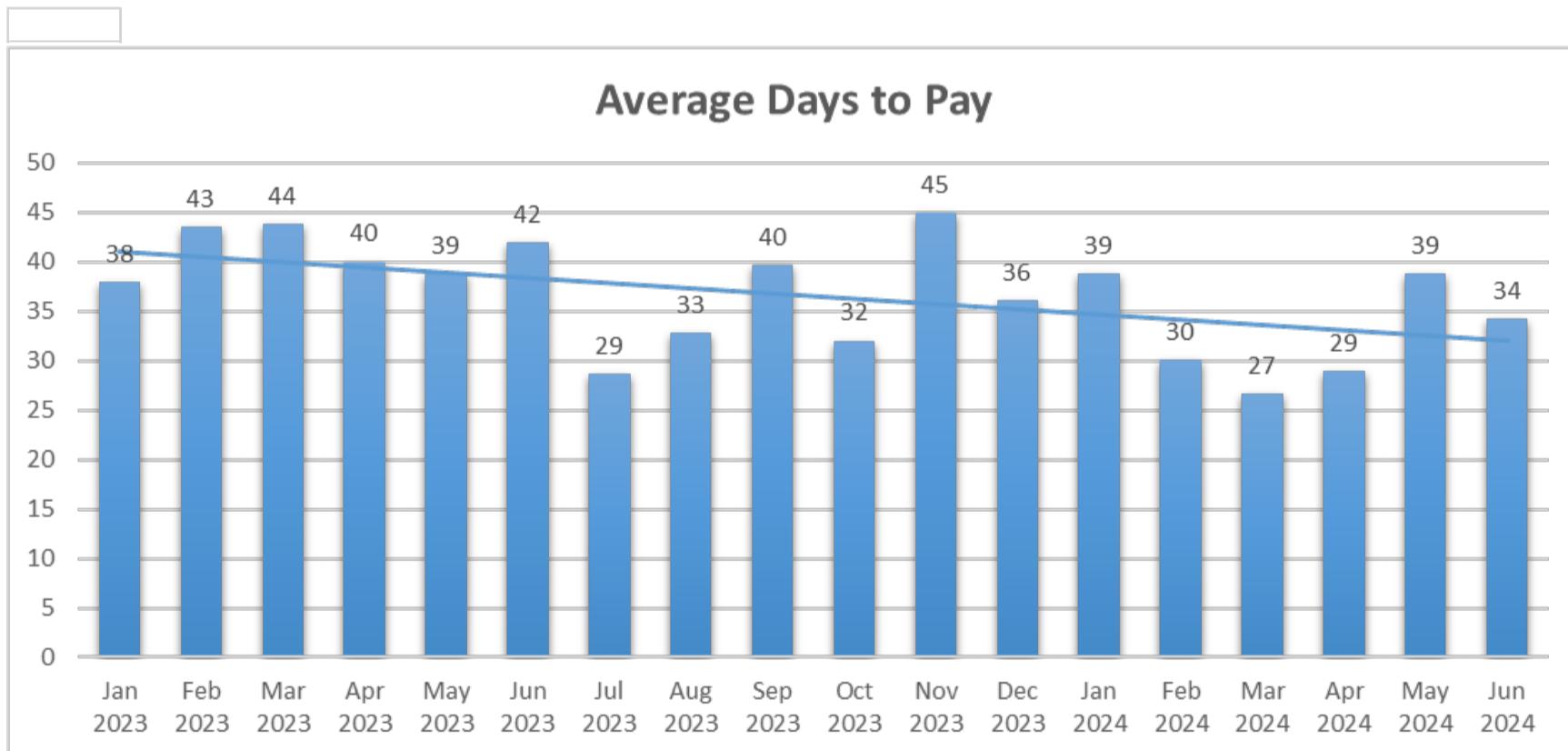
14	Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%
15	Sales Tax Contributions	46.9%	53.1%	0.0%	0.0%	0.0%
16	Warranty Recovery	103.0%	0.0%	0.0%	0.0%	0.0%
17	Build America Bond Subsidies	9.0%	9.0%	9.0%	9.0%	64.0%
18	Product Sales and Development	34.0%	0.7%	2.9%	2.5%	59.9%
19	Pass Sales	-2992.8%	-243.5%	215.7%	-342.8%	3463.5%
20	Property Management	98.1%	0.5%	0.5%	0.0%	0.9%
21	Vanpool/Rideshare	42.0%	28.8%	10.6%	9.5%	9.1%
22	Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23	Planning	-	-	-	-	-
24	Capital Development Agreements	0.4%	0.0%	0.0%	1.9%	97.7%
25	Other	0.0%	0.0%	0.0%	0.0%	0.4%
26	Total	24.5%	23.2%	0.4%	0.6%	10.1%

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

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
20037295 Dash Cameras	4/9/2024	Tivitri Inc	899754	6/5/2024	379,962.00
02303738 SOFTWARE SERVICE	12/22/2023	TRAPEZE SOFTWARE GROUP, INC.	899814	6/12/2024	361,202.00
02203566 MKV20-System	6/3/2020	SCHEIDT & BACHMANN USA, INC.	899816	6/12/2024	1,426,546.67
R2024-02-02 Pension Contribution	2/14/2024	Cambridge Associates, LLC.	383432	6/13/2024	1,261,464.93
R2024-02-02 INCOME TAX	2/14/2024	UTAH ST TAX (WITHHOLDING ONLY)	383460	6/13/2024	343,120.80
00233786 ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	899893	6/19/2024	223,108.43
00243837 200 S Bus Stops	3/6/2024	Landmark Companies Inc	383594	6/19/2024	218,654.66
R2024-02-02 UTILITIES	2/14/2024	ROCKY MOUNTAIN POWER	383595	6/19/2024	391,589.29
01903143 PARA SERVICE SOUTH	6/2/2020	UNITED WAY COMMUNITY SERV	899983	6/26/2024	224,184.15
02033992 ON DEMAND MOBILITY	9/7/2021	VIA TRANSPORTATION INC	899984	6/26/2024	210,079.24
17-2283AB-1 TLC Program	6/26/2017	WASATCH FRONT REG COUNCIL	899986	6/26/2024	300,000.00
00203378 TPSS UPGRADE/REHAB	8/23/2021	C3M Power Systems LLC	899989	6/26/2024	286,403.73
00203382 Transit Systems On-Call Contract	3/4/2021	ROCKY MOUNTAIN SYSTEMS SERVICE	899990	6/26/2024	238,024.40
00203349 ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	899991	6/26/2024	375,764.00
00203349 ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	899991	6/26/2024	442,166.00
00203349 ON-CALL MAINTENANCE	6/9/2021	Stacy and Witbeck, Inc.	899991	6/26/2024	231,089.27
00213531 HEALTH INSURANCE	5/3/2022	SELECT HEALTH	899993	6/26/2024	957,020.50
00213531 HEALTH INSURANCE	5/3/2022	SELECT HEALTH	899994	6/26/2024	975,029.80
R2024-02-02 Pension Contribution	2/14/2024	Cambridge Associates, LLC.	383748	6/27/2024	1,217,456.92
R2024-02-02 INCOME TAX	2/14/2024	UTAH ST TAX (WITHHOLDING ONLY)	383780	6/27/2024	330,791.43





Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Viola Miller, Chief Financial Officer
Rob Lamph, Comptroller

TITLE:

Investment Report - Second Quarter 2024

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion.

BACKGROUND:

The Board of Trustees Policy No. 2.1, Financial Management, authorizes the Treasurer to manage the investment of all non-retirement Authority funds in compliance with applicable laws and requires the Chief Financial Officer to prepare and present to the Board a summary of investments, investment activity, and investment performance compared to benchmarks as soon as practical after the end of each calendar quarter. The investment report has been prepared in accordance with the Financial Management Policy and is being presented to the Board.

DISCUSSION:

As of June 30, 2024, the benchmark return (Fed Fund Rate) was (5.33%). Investment returns in the State of Utah's Public Treasurer's Investment Fund (PTIF) (5.44%), and Zions Corporate Trust (5.44%) were above the benchmark. Chandler Asset Management (4.91%) and the overnight account at Zions Bank (4.95%) did not exceed the benchmark return.

The blended portfolio return rate for the quarter was 5.17%, which did not exceed the benchmark rate due to long term investment strategy and the increased interest rate environment we are currently experiencing.

All investments are in accordance with the State Money Management Act.

ALTERNATIVES:

The Treasurer could continue to increase investments and extend the duration of the Chandler Investment Portfolio further than 5 years to ensure continued returns, but that strategy would forego the advantages of the higher rate portfolios like PTIF, and the overnight investment rate at Zions Bank.

FISCAL IMPACT:

Investments for QTR 2024 earned UTA \$5,847,703.

ATTACHMENTS:

Investment Report

Utah Transit Authority

Investment Portfolio

June 30, 2024

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Quarter Earnings
Public Treasurer's Investment Fund		\$ 225,785,647			5.44%	\$ 3,212,017
Chandler Asset Management		233,037,622			4.91%	\$ 1,483,920
Zions Bank		14,629,780			4.95%	\$ 178,367
Zions Corporate Trust		9,348,924			5.44%	\$ 973,399
Total Investments		\$ 482,801,973			5.17%	\$ 5,847,703

Rates as of Last Trading Day of

	April	May	June
Public Treasurer's Investment Fund	5.45%	5.43%	5.44%
Chandler Asset Management	5.05%	4.87%	4.82%
Zions Bank	4.95%	4.95%	4.94%
Zions Corporate Trust	5.45%	5.43%	5.44%
Fed Funds Rate	5.33%	5.33%	5.33%
3 Month T-Bill	5.20%	5.25%	5.20%

*Benchmark Return is the highest of either the 3 Month T-Bill rate or the Fed Funds rate.

Securities Purchased Outside of Investment Portfolio

April 1 through June 30, 2024

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
No purchases this quarter						

Securities Sold Outside of Investment Portfolio

April 1 through June 30, 2024

Investment	CUSIP	Amount Invested	Date Sold	Sale Amount	Interest Earned	Gain
No sales this quarter						

\$ -

\$ -



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

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

TITLE:

Discretionary Grants Update

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

This grant update is providing information on grant applications not selected for award, grant applications submitted awaiting selection and those that have been selected for award but have not yet been obligated in a grant agreement. There are 3 grants not selected, 3 grants that are awaiting selection and 20 grants have been selected for award and not yet in a grant funding agreement.

DISCUSSION:

Tracy Young, Grants Director will give a grants update

ALTERNATIVES:

NA

FISCAL IMPACT:

Local match for the awarded and requested grants will come from existing UTA capital project or operating budgets and project partner funds.

ATTACHMENTS:

NA



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Jordan Eves, Manager of Fare Strategy

TITLE:

R2024-08-01 - Resolution Adopting the Fare Rates and Types of Fare Media of the Agency

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Adopt Resolution R2024-08-01 to revise fare rates and types of fare media of the agency effective August 18, 2024 as presented.

BACKGROUND:

The Utah Public Transit District Act empowers the UTA Board of Trustees to set fares for the agency (Utah Code § 17B-2a-808.1(2)(k)(i)). Further, Board of Trustees Policy 4.1, adopted on December 21, 2022 establishes the policy by which the UTA Board of Trustees enacts changes to fare.

DISCUSSION:

On April 12, 2023, the Board adopted Resolution R2023-04-03 which authorized a fare structure and approved new or modified fare media for transit services. The board desires to rescind this resolution and set forth a new fare structure and establish the types of fare media for the authority through Resolution R2024-08-01. This fare change is scheduled to begin concurrently with August Change Day on August 18, 2024. The Board previously approved the Title VI Service and Fare Equity Analysis for this fare change and the service changes for August Change Day in Resolution R2024-05-05 on May 22, 2024. There are three significant changes in the new resolution:

- Discontinuation of the FAREPAY discount
- Addition of Fare Capping

- Updated qualifications for reduced fare

Discontinuation of the FAREPAY discount

In 2013, the agency launched the UTA FAREPAY card to incentivize riders to migrate to FAREPAY, the agency approved a pilot promotion. This pilot gave riders a 20% discount off the public fare when using the new fare media. This incentive, meant to be a temporary promotion, was adopted by the Board of Trustees as a permanent discount through the Fare Policy adopted in 2020. A recent study conducted by Clevor Consulting recommended that the agency move towards fare capping and doing away with the 20% discount on FAREPAY cards.

Addition of Fare Capping

Fare Capping is intended to benefit passengers that ride frequently and encourages others to ride more frequently. Fare Capping includes daily and weekly capped rates for Regular and Premium Services and for Regular and Reduced Fare Rates.

Reduced Fare rates have been split into two categories: cash and electronic fare card (EFC) Reduced FAREPAY.

- Reduced Fare cash rates remain at a 50% discount.
- Riders with the EFC Reduced FAREPAY card receive an additional 10% discount for a 60% discount.

The intent of increasing the discount is twofold:

1. Encourage riders to pre-qualify to receive a discount
2. Encourage riders to shift to an electronic fare media

Updated qualifications for reduced fare

Previously, riders with a household income of less than 150% of the Federal Poverty Guidelines were able to qualify for a Reduced FAREPAY card. The new Resolution expands the eligibility conditions to include riders with a household income of less than 200% of the Federal Poverty Guidelines.

In addition to the fare rates and type of media being requested in today's resolution, the Title VI Service and Fare Analysis conducted this spring also included the discontinuation of zero-fare on the Utah Valley Express (UVX) Bus Rapid Transit (BRT) service. Although separate from today's resolution, the effective date for implementation of UVX fare will also be on the Authority's August 18, 2024 Change Day. This action was initially directed by the Board in Resolution R2023-12-07 and was subsequently confirmed when the board approved the Title VI Service and Fare Equity Report in Resolution R2024-05-05.

Staff recommends that the board adopt Resolution R2024-08-01 to set a new fare structure including Fare Capping.

ALTERNATIVES:

Do not adopt the Resolution and maintain fare rates adopted in April 2023.

FISCAL IMPACT:

No change in revenue is anticipated. Staff believe that the ridership gained through Fare Capping and the expansion of eligibility through the low income program will offset the loss in ridership and revenue from the elimination of the 20% FAREPAY Discount. Staff will continue to monitor revenue as data becomes available.

ATTACHMENTS:

Resolution R2024-08-01

Exhibit A Fare Rates

Exhibit B Fare Medium

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
UTAH TRANSIT AUTHORITY ADOPTING THE FARE RATES
AND TYPES OF FARE MEDIA OF THE AGENCY**

R2024-08-01

August 14, 2024

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

WHEREAS, the Act empowers the Board of Trustees ("Board") of the Authority to fix the fares charged to riders of the Authority's transit services; and

WHEREAS, on December 21, 2022, the Board of the Authority adopted Board of Trustee Policy 4.1 – Fares ("the Policy"); and

WHEREAS, the Policy also empowers the Board of the Authority to set base fares and approve new or modified fare media for transit services; and

WHEREAS, the Board of the Authority, on April 12, 2023, adopted a fare structure and approved new or modified fare media for transit services in Resolution R2023-04-03; and

WHEREAS, the Board of the Authority wishes to modify and adjust the fare rates and type of fare media in conjunction with Change Day, which occurs on August 18, 2024; and

WHEREAS, the Board of the Authority previously adopted the Title VI Service and Fare Equity Analysis as part of August Change Day on May 22, 2024 in Resolution R2024-05-05; and

WHEREAS, the Board of the Authority desires to rescind Resolution R2023-04-03, and to set a new fare structure and establish the types of fare media for the Authority.

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

1. That Resolution R2023-04-03 is hereby rescinded in its entirety.
2. That the Fare Rates of the Authority are hereby adopted in substantially the same form as attached as Exhibit A.
3. That the types of accepted Fare Media of the Authority are hereby adopted in substantially the same form as attached as Exhibit B.

R2024-08-01

4. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel, that are necessary or appropriate to give effect to this Resolution.
5. That the corporate seal be attached hereto.

Approved and adopted this 14th day of August 2024.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

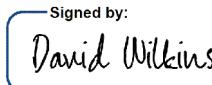
Signed by:

David Wilkins
CA25CE8F60E344B...
Legal Counsel

Exhibit A

Utah Transit Authority Fare Rates Effective August 18, 2024

Exhibit A
Utah Transit Authority Fare Rates
Effective August 18, 2024

1) Base Fare and FrontRunner

Local Bus, TRAX, BRT & Streetcar

	Adult	Reduced Fare
One-way	\$2.50	\$1.25
Day	\$5.00	None
Monthly	\$85.00	\$42.50

Express Bus, Ski

	Adult	Reduced Fare
One-way	\$5.00	\$2.50
Monthly	\$170.00	\$85.00

FrontRunner

	Adult	Reduced Fare
One-way	\$2.50	\$1.25
<i>Additional Stops*</i>	\$0.60	\$0.30
Roundtrip	\$5.00	\$2.50
<i>Additional Stops*</i>	\$1.20	\$.60
<i>Day</i>	\$10.00**	-

**Vineyard and North Temple stops are \$0.00 fare*

***only available on the UTA FAREPAY card*

2) Special pricing:

	Adult
Route Deviation	\$1.25
Group Pass	\$15.00
Paratransit	\$4.00
Paratransit 10-Punch	\$40.00
Ride Van Plus	\$50.00 Monthly

A. FAREPAY Cap Rates

Local Bus, TRAX, BRT & Streetcar		
	Adult	Reduced Fare
One-way	\$2.50	\$1.00
Day	\$5.00	\$2.00
Week (Sun.-Sat.)	\$20.00	\$8.00
Express Bus, Ski, FrontRunner		
	Adult	Reduced Fare
One-way	Refer to Section 1: "Express Bus, Ski, Frontrunner"	Refer to Section 1: "Express Bus, Ski, Frontrunner"
Day	\$10.00	\$4.00
Week (Sun.-Sat.)	\$40.00	\$16.00

3) Free Fare

The following special groups may ride free of charge under these parameters:

- Free Fare Zone – Customers boarding/alighting in the free fare zone
- Children – 5 years and younger when accompanied by a fare paying adult
- Employees – Agency employees, retirees, and eligible dependents
- Personal Care Attendant – Must accompany a pre-qualified rider with a disability
- Paratransit Eligible – Individuals certified as ADA paratransit eligible
- Student – Must receive access to a UTA safety training course and travel with a K-12 school group
- Trainer/Trainees – Trainer with accompanying trainees learning to use the system
- Sworn Peace Officers – Either in or out of uniform and certified with proof of status

4) Reduced Fare

A. The reduced fare discount of 50% will be offered based on the following parameters

	Requirements	Fare Payment Method	Proof of Eligibility	Proof of Identity
Seniors	65 Years or Older		UTA Reduced Fare FAREPAY or ID Card; Government Issued Document Showing 65 Years or Older	Government issued document; UTA Reduced Fare FAREPAY or ID Card
Disabled	Pre-qualified by UTA	Cash on Bus, TVM Ticket, Mobile Ticket, Monthly Paper Pass or Monthly Sticker	UTA Reduced Fare FAREPAY Card; Paratransit Card	Government issued document; UTA Reduced Fare FAREPAY or ID Card
Youth	Between the Ages of 6 and 18		UTA Reduced Fare FAREPAY or ID Card; Government Issued Document Showing 18 Years or Younger	Government issued document; School Issued ID Card; UTA Reduced Fare Card
Medicare	Valid Medicare Card		UTA Reduced Fare FAREPAY or ID Card; Medicare Card	Government issued document; UTA Reduced Fare FAREPAY or ID Card

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B. The reduced fare rate as found in section 2 A “Farecap Rates,” will be offered based on the following parameters:

	Requirements	Fare Payment Method	Proof of Eligibility	Proof of Identity
Seniors	65 Years or Older and Pre-qualified by UTA			
Disabled	Pre-qualified by UTA			
Youth	Between the Ages of 6 and 18 and Pre-qualified by UTA	UTA Reduced FAREPAY Card	Proof of eligibility and identity was provided when card holder applied for the UTA reduced fare FAREPAY card	
Medicare	Valid Medicare Card and Prequalified by UTA			
Low Income	At or below 200% of the federal poverty guideline and Pre-qualified by UTA			

C. A 75% reduced fare discount will be offered based on the following parameters:

- Human Service Organizations: agencies pre-qualified by UTA may participate in a low-income program and purchase discounted transit passes to distribute free of charge to their clients

D. A Summer Youth Pass, valid June 1 through August 31 each calendar year, will be offered for the price of \$49 based on the following parameters:

- Youth: between the ages of 6 and 18 years old, must show proof of identity when riding

Remainder of Page Left Intentionally Blank

Exhibit B

Utah Transit Authority Fare Media
Effective August 18, 2024

Exhibit B

Utah Transit Authority Fare Media Effective August 18, 2024

1) Approved Fare Media

- Transfer Slip
- Electronic Card
- Mobile Phone
- Paper Pass/Ticket
- Sticker
- Cash
- Event Ticket (or similar document) issued for UTA-authorized high-volume events

2) Eliminated Fare Media

- Tokens

**Token sales ended November 31, 2020 and were accepted through December Change Day 2021*



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

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

TITLE:

Contract: UTA Police Console Upgrade (L3Harris Technologies, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to issue a Purchase Order, and its associated disbursements, under a State of Utah Cooperative Contract to L3Harris Technologies for new dispatch consoles and maintenance in the amount of \$318,376.63.

BACKGROUND:

The State of Utah is undergoing a significant upgrade to its communications infrastructure as it transitions from its current Motorola radio system to the advanced Harris P25 radio system. This modernization effort aims to enhance the reliability and effectiveness of emergency communications across the state. However, as part of this transition, the existing UTA police dispatch consoles are incompatible with the new system and will need to be replaced.

DISCUSSION:

To address this, four dispatch consoles will be upgraded to the state-of-the-art L3/Harris Symphony consoles, which are designed to integrate seamlessly with the Harris P25 system. These new consoles will be equipped with a CSSI (Console Subsystem Interface) link, connecting them to one of the state's core network hubs to ensure smooth and efficient communication.

CONTRACT SUMMARY:

Contractor Name:	L3Harris Technologies, Inc.
Contract Number:	PO 2403873
Base Contract Effective Dates:	August 14, 2024 thru July 31, 2029
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$318,376.63
Procurement Method:	Utah State Contract PA4143
Budget Authority:	Approved 2024 Capital Budget and Operating Budget

ALTERNATIVES:

An alternative would require police dispatchers to rely on handheld radios for their dispatching needs. This approach would significantly undermine the effectiveness of the dispatch operations, leading to slower response times and potential delays in deploying emergency services. The inefficiencies associated with handheld radios could compromise the rapid and coordinated response that is crucial in critical situations, thereby impacting overall public safety.

FISCAL IMPACT:

The fiscal impact of upgrading to the L3/Harris Symphony dispatch consoles is a crucial consideration for the State. The investment in these new consoles, which involves replacing outdated equipment and integrating them with the Harris P25 system, represents a substantial initial expenditure. However, this upfront cost is offset by the long-term benefits of enhanced communication efficiency and reliability. By ensuring compatibility with the new radio system, the state avoids the higher costs and operational inefficiencies associated with using handheld radios, which could lead to increased delays and potentially higher expenses in emergency response scenarios. Additionally, the upgrade is likely to reduce maintenance costs and downtime, ultimately contributing to cost savings over time and improving the overall effectiveness of emergency services.

This 2024 purchase includes equipment (capital budget) and technical support (operating budget).

Capital budget

2024 - Capital Budget Project ICI226 \$268,243.59

Operating Budget

2024 - \$2,580.00

2025 - \$9,723.09

2026 - \$16,890.05

2027 - \$10,315.22

2028 - \$10,624.68

ATTACHMENTS:

UTA ORDER 2403873 L3Harris Technologies, Inc with notes and signatures

PA4143_Full_Contract_PA4143_L3Harris Sourcewell exp

Harris Participation Addendum-L3H_UCA_Rev1 with UTA Fully executed

Exhibit A Utah Transit Authority Police _UTA Consoles_19903_052124 (004)

L3Harris Technologies, Inc
1025 W Nasa Blvd. MS A-12A
Melbourne FL 32919



PURCHASE ORDER NUMBER OG	2403873
PO Number Must Appear On All Invoices And Shipments	
VENDOR NUMBER 1519964	PO DATE 7/25/2024
ORDER TAKEN BY JEREMY ROE	FOB *
BUYER Wilson, Rick V	PAGE NUMBER 1 of 1

SEND INVOICE TO: AP@RIDEUTA.COM	SHIP TO: ATTENTION: RECEIVING 669 W 200 S SLC, UT 84101	<i>An Equal Opportunity Employer</i>	ORDER TAKEN BY JEREMY ROE	FOB *
		801-287-3008 www.rideuta.com	BUYER Wilson, Rick V	PAGE NUMBER 1 of 1

Confirmation: Do not Duplicate

Utah Transit Authority Is Tax Exempt

Total PO Value: 318,376.63

Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00013718	10/25/24	1 EA	40-2226.65000.5008	L3 Harris Consoles Equipment Brock S / Jarvie C / Kyle B	209762.7200	209,762.72
2	00013718	10/25/24	1 EA	40-2226.65000.5008	Console Installation Brock S / Jarvie C / Kyle B	58480.8700	58,480.87
3	00013718	10/25/24	EA	40-2226.65000.5008	Annual Maintenance 2024 Brock S / Jarvie C / Kyle B	2580.0000	2,580.00
4	00013718	7/25/25	EA	5200.50353.92	Annual Maintenance 2025 Brock S / Jarvie C / Kyle B	9723.0900	9,723.09
5	00013718	7/25/26	EA	5200.50353.92	Annual Maintenance 2026 Brock S / Jarvie C / Kyle B	16890.0500	16,890.05
6	00013718	7/25/27	EA	5200.50353.92	Annual Maintenance 2027 Brock S / Jarvie C / Kyle B	10315.2200	10,315.22
7	00013718	7/25/28	EA	5200.50353.92	Annual Maintenance 2028 Brock S / Jarvie C / Kyle B	10624.6800	10,624.68

This order is per Utah State Contract PA4143<https://statecontracts.utah.gov/Contract/Details/PA4143-Public-Safety%7Cc440f353-685c-4c03-ad65-2478778c7b32>

Because the underlying State Contract expires on 6/23/2025, the contractor is not authorized to proceed beyond that date without an Authorization to Proceed from UTA which shall be provided once the state contract is extended, renewed, or replaced.

This is to be executed as a NOT TO EXCEED (NTE) order, and may not be executed until a NOTICE TO PROCEED has been received in writing by L3 Harris Technologies, Inc. on or after the date of the UTA Board of Trustees approval.

UTAH TRANSIT AUTHORITY Mike Bell, UTA Legal Counsel

DocuSigned by:

By

Date 7/29/2024

70E33A415BA44F6...

L3 HARRIS TECHNOLOGIES, INC. Jeremy Roe, Principle Contracts

DocuSigned by:

By

655EF1D741C4428...

Date 7/29/2024

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

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

State of Utah Cooperative Contract
PARTICIPATING ADDENDUM

SOURCEWELL
PUBLIC SAFETY COMMUNICATIONS

State of Utah Contract #: PA4143

Master Agreement #: 042021-L3H

Contractor: L3Harris Technologies Inc.

Participating Entity: **STATE OF UTAH**

Participating Entity Contract #PA4143

Participating Addendum Terms and Conditions:

1. **Scope:** This addendum covers Public Safety Communications led by the **Sourcewell** RFP #042021 for use by state agencies and other entities located in the State of Utah authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. An amendment to this Participating Addendum (the "PA") is not required when offerings are adjusted in the Master Agreement, so long as all additions remain within the master agreement's original scope.
2. **Pricing:** The pricing and rates from the **Sourcewell** Master Agreement (042021-L3H) (the "Master Agreement") shall flow down to this PA. An amendment to this PA is not required when pricing in the Master Agreement is adjusted / updated.
3. **Administrative Fee:** .4% (Four Tenths of 1 Percent) and will apply per Section 35 of Attachment A.
4. **Contract Effective Dates:** This PA is effective upon final signature of both parties, and expires upon the expiration or termination of the Master Agreement 042021-L3H. A contract amendment is not necessary in the event of the renewal or extension of the Master Agreement, so long as such renewal/extension was originally provided within the solicitation supporting the master agreement.
5. **Order of Precedence:**

Attachment A: State of Utah Standard Terms and Conditions for Goods and Services

Attachment B: This PA, including amendments

Attachment C: The Master Agreement

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

Utah State Procurement Code, Procurement Rules, and Contractor's response to solicitation RFP #042021.

6. **Participation:** The Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Utah. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
7. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of Utah, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.
8. **Orders:** Any order placed by an Eligible User for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and

State of Utah Cooperative Contract
PARTICIPATING ADDENDUM

SOURCEWELL
PUBLIC SAFETY COMMUNICATIONS

State of Utah Contract #: PA4143

conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

9. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	L3Harris Technologies, Inc.
Address:	221 Jefferson Ridge Parkway, Lynchburg, VA 24501
Telephone:	434-455-9467
Email:	jeremy.roe@L3Harris.com
Vendor Number:	VC0000171139
Commodity Codes:	83110, 43190, 43200, 43221, 80170

State of Utah Division of Purchasing

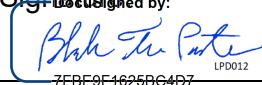
Name:	State of Utah, Division of Purchasing, Ryan Reeder
Address:	4315 South 2700 West Fl 3, Taylorsville, UT 84129-2128
Telephone:	801-957-7142
Email:	rreeder@utah.gov

10. ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions will apply to this participating addendum.

ATTACHMENT A: STANDARD STATE OF UTAH TERMS AND CONDITIONS FOR GOODS AND SERVICES

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Utah	Contractor: L3Harris Technologies, Inc.
Signature:  7FB09F1625BC4D7... LPD012	Signature:  655FF1D741C4428
Name: Windy Aphayrath	Name: Jeremy S. Roe
Title: Chief Procurement Officer	Title: Principal, Contracts
Date: 6/30/2023	Date: 5/31/2023

INSERT MASTER AGREEMENT AND OTHER ATTACHMENTS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **Confidential Information** means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **Contract** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) **Contract Signature Page(s)** means the State of Utah cover page(s) that the Division and Contractor signed.
 - d) **Contractor** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **Custom Deliverable** means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
 - f) **Division** means the Division of Purchasing and General Services.
 - g) **Eligible User(s)** means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - h) **End User Agreement** means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - i) **Procurement Item** means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.
 - j) **Response** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
 - k) **Solicitation** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - l) **State of Utah** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) **Subcontractors** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
 - n) **Work Product** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

- b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
- c. Contractor's failure to comply with this section will be considered a material breach of this Contract.

7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.

8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.

9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.

10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users and the State of Utah from all third-party claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of an Eligible User. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given twenty-one (21) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also

is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to an Eligible User under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to an Eligible User under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the Eligible User within ten (10) days of any written notification informing Contractor of the Procurement Items not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies an Eligible User may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:

- a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. **RESERVED.**

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to an Eligible User, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

22. **ACCEPTANCE AND REJECTION:** An Eligible User shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the Eligible User.

If Contractor delivers nonconforming Procurement Item(s), an Eligible User may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

23. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time

of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible Users, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:
 1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
 4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.

Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
29. **REMEDIES:** Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. An Eligible User may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, an Eligible User may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division; or (v) demand a full refund of any payment that the Eligible User has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.

31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify an Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

33. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.

34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

35. **REPORTS AND FEES:**

- a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. **The Administrative Fee is 0.4% (four tenths of 1 percent)** and will apply to all purchases (net of any returns, credits, or adjustments) made under this contract.
- b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.
- c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

- d. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
- e. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

36. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

37. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.

38. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.

39. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized

areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual for a violation hereunder.

40. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
41. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
47. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
48. **STANDARD OF CARE:** The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Contract. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
56. **PUBLIC CONTRACT BOYCOTT RESTRICTIONS:** In accordance with Utah Code 63G-27-102, Contractor certifies that it is not currently engaged in an "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in that Code section. Contractor also agrees not to engage in either boycott for the duration of this contract. If Contractor does engage in

such a boycott, it shall immediately provide written notification to the public entity party to this contract.

(Revision Date: 02 May 2023)

**Solicitation Number: RFP #042021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and L3Harris Technologies Inc., 221 Jefferson Ridge Parkway, Lynchburg, VA 24501 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Communications Technology and Hardware Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 23, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for two percent (2%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

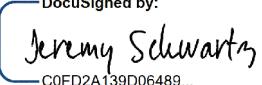
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

042021-L3H

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

By: Jeremy Schwartz COFD2A139D06489...
Title: Chief Procurement Officer
Date: 6/17/2021 | 4:21 PM CDT

L3Harris Technologies Inc.

DocuSigned by:

By: Lori Rodriguez D346D29262F94A8...
Title: Principal Contracts
Date: 7/6/2021 | 8:23 AM CDT

Approved:

DocuSigned by:

By: Chad Coauette 7E42B8F817A64CC...
Title: Executive Director/CEO
Date: 7/6/2021 | 8:32 AM CDT

RFP 042021 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: L3Harris Technologies
Address: 221 Jefferson Ridge Parkway
Contact: Lynchburg, Virginia 24501
Email: Jamie Scruggs-Hudnall
Phone: jamie.scruggs-hudnall@l3harris.com
HST#: 434-455-9216
34-0276860

Submission Details

Created On: Friday April 02, 2021 07:42:20
Submitted On: Monday April 19, 2021 16:08:17
Submitted By: Jamie Scruggs-Hudnall
Email: jamie.scruggs-hudnall@l3harris.com
Transaction #: e0f009c1-9075-45b3-ae30-76c705d2c290
Submitter's IP Address: 34.86.225.102

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	L3Harris Technologies, Inc.
2	Proposer Address:	221 Jefferson Ridge Pkwy, Lynchburg, VA 24501
3	Proposer website address:	https://www.l3harris.com/
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	"Lori Rodriguez Principal, Contracts 221 Jefferson Ridge Pkwy, Lynchburg, VA 24501 Lori.Rodriguez@L3Harris.com (434) 455-9240"
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	"Jack Scully Sales Manager 28811 W. South St Cary, IL 60013 Jack.Scully@L3Harris.com (224) 545-2197"
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	"Jamie Scruggs-Hudnall Proposal Manager 221 Jefferson Ridge Parkway, Lynchburg, VA 24501 jamie.scruggs-hundall@l3harris.com 434-455-9216"

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>"L3Harris Technologies, Inc. is an agile global aerospace and defense technology innovator, delivering end-to-end solutions that meet customers' mission-critical needs. The company provides advanced defense and commercial technologies across air, land, sea, space and cyber domains.</p> <p>Resulting from the merger of Harris Corporation and L3 Technologies in 2019, L3Harris is organized into four business segments: Integrated Mission Systems; Space & Airborne Systems; Communications Systems; and Aviation Systems.</p> <p>In 1895, Alfred Harris disrupted the printing industry problem by creating a faster printing press, establishing the Harris Automatic Press Company in Niles, Ohio. Harris built on that early innovation by evolving in the following decades into an electronic communications provider. As the space race accelerated, Harris acquired Radiation Inc., and became a leader in miniaturized electronic tracking and pulse code technology. After relocating to Melbourne, Florida, in the 1970s, Harris Corporation transformed itself into a global communications and information technology company.</p> <p>L3 Technologies was created in 1997 as L-3 Communications, named for the three initials of founders Frank Lanza and Robert LaPenta in partnership with Lehman Brothers. Lanza and LaPenta previously served in executive roles at Loral Corporation and Lockheed Martin, respectively. L3 was created through the divestiture of business segments following the merger of Lockheed Corporation and Martin Marietta – business segments that had originally been part of Loral Corporation and had been acquired by Lockheed in 1993. Under Lanza's leadership, L3 experienced massive growth through 100+ acquisitions in its first 19 years. The company changed its name to L3 Technologies in 2016 to more accurately describe its wider scope.</p> <p>In 2019, Harris and L3 combined complementary strengths in a merger of equals to form L3Harris Technologies, Inc. L3Harris is an agile global aerospace and defense technology innovator, delivering end-to-end solutions that meet customers' mission-critical needs.</p> <p>L3Harris is committed to be a good corporate citizen and enhancing life in the communities where it has operations. The company contributes employee time and funding to support the California community, with a focus on encouraging STEM education in local schools, as well as supporting veteran's causes and local charities that improve the lives of underprivileged citizens.</p> <p>Core Values: Respect, Integrity, Excellence</p> <p>L3Harris Technologies, Inc. is publicly traded under the stock ticker as LHX on the New York Stock Exchange. "</p>
8	What are your company's expectations in the event of an award?	L3Harris expects to work with any and all Sourcewell users to secure information on L3Harris products and services.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Annual reports for 2019, 2019 and 2020 are being provided as attachments to our proposal response.
10	What is your US market share for the solutions that you are proposing?	\$435 Million
11	What is your Canadian market share for the solutions that you are proposing?	\$15 Million
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>"L3Harris is best described as a manufacturer and service provider. L3Harris Technologies, Inc. (L3Harris) is an American technology company, defense contractor and information technology services provider that produces C6ISR systems and products, wireless equipment, tactical radios, avionics and electronic systems, night vision equipment, and both terrestrial and spaceborne antennas for use in the government, defense, and commercial sectors.</p> <p>L3Harris has a network of 184 resellers servicing all 50 states in the United States and Canada, organized into four Regional Centers of Excellence. The L3Harris Regional Centers of Excellence business model leverages our highly competent business partners in building and servicing an extensive network of sales and service providers, allowing us to significantly increase Sourcewell's presence in the marketplace. Dealers work directly with their L3Harris Regional Center of Excellence to always have the latest information available and to procure products for their customers.</p>

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	*See MN Confirmation Letter in attachments	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Commonwealth of PA – Starting in 1996, Harris' predecessor, M/A-COM Inc., a subsidiary of Tyco Electronics, worked jointly with the Commonwealth of PA and installed the PA-STARNet statewide radio network for the Commonwealth. M/A-COM was also the maintenance provider for the statewide network. Harris Corporation purchased the PSPC business from Tyco Electronics in May 2009. The Commonwealth – Harris maintenance contract was not renewed at the end of the contract term in September 2015. The Commonwealth subsequently reviewed the performance by Harris and its subcontractors under the maintenance contract for the 2012-2015 time period. Harris fully cooperated with the Commonwealth during its review but disagreed with some of the review conclusions. The Commonwealth and Harris also disagreed regarding the performance by Harris of certain grounding work at several sites in the statewide radio network. The Commonwealth brought an administrative action against Harris in February 2018. The parties settled the matter in May 2018 and resolved the review differences and grounding issues. As part of the settlement, L3Harris agreed to certain limited sales restrictions. Settlement terms are confidential, but L3Harris has already completed re-performance of the grounding work.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	"America's Largest Public Companies 2018 Best Employers for New Grads 2018 America's Largest Public Companies 2018 Best Employers for Diversity 2019 America's Best Employers By State 2019 Global 2000 2019 America's Best Employers By State 2020 Global 2000 2020 Fortune 500 – 2020 Bloomberg Gender – Equality Index 2020 Forbes 2020 World's Best Employers Forbes 2020 The Best Employer for New Grads Forbes 2020 America's Best Employer for Veterans America's Best Employers 2021 100 Best Companies to Work For – 2021 Fortune's 100 Best Companies to Work For 2021 Bloomberg Gender – Equality Index 2021 Best Places to Work for LGBTQ Equality per Human Rights Campaign Foundation 2021 Fortune's World's Most Admired Companies 2021 2021 Readers' Choice Top 50 Employer for the disabled 2021 Readers' Choice Top 50 Employer per Minority Engineer Magazine Certified (2020-2021) Great Place To Work®"
17	What percentage of your sales are to the governmental sector in the past three years	"CY2018 - 13% CY2019 - 23% CY2020 - 11%"
18	What percentage of your sales are to the education sector in the past three years	L3Harris does not separate education as it's own sector within our business.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	" Florida SLERS - \$1M, \$1.7M, \$1.2M HGAC Direct - \$174K, \$820K, \$903K HGAC Indirect - \$778K, \$828K, \$4.8M Denver MPO - \$1.2M, \$816K, \$77K ACE - Army CONUS - \$6.6M, \$18K, \$25K Virginia, Commonwealth - \$411K, \$162K, \$190K South Carolina - \$281K, \$721K, \$1M New Jersey, State - \$83K, \$104K, \$74K Los Angeles, County of - \$231K, \$11K, \$39K NPP/GPO - \$8K, \$90K, \$96K Alabama, State - \$8K, \$114K, \$41K New York OGS - \$153K, \$5K, \$116K Maryland, State - \$0, \$0, \$162K Mississippi EPL - \$9K, \$407K, \$1K Arizona, State - \$42K, \$0, \$34K North Carolina - \$6K, \$0, \$34K Pennsylvania 2 Way Radio - \$28K, \$17K, \$1K NASPO - \$3.8M, \$1M, 720K IDIQ E60QD-204747/001/QD - \$1M (2020) IDIQ M7594/001/QD - \$2.5M, \$841K, \$95K"
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	"GSA 2018 - \$10.6M 2019 - \$11.3M 2020 - \$3.3M "

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Broken Arrow	Mark Ketchum	918-259-2400
Henderson County	Judge Wade McKinney	903-675-6120
Durham Regional Police	Steve Orr	647-988-2003

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
N/A	Government	Rhode Island - RI	P25 Radio System (Several Bases)	Large	\$52M
N/A	Government	District of Columbia - DC	P25 Radios	Large	\$26M
N/A	Government	Nevada - NV	P25 Radio System	Large	\$90M
N/A	Government	Utah - UT	P25 Radio System	Large	\$67M
N/A	Government	Florida - FL	EDACS Radio System	Large	\$55M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>"To increase sales, Sourcewell's team will work closely with a L3Harris sales representative and marketing team to "remarket" Sourcewell's services through eblasts, flyer distributions, and a funding page on L3Harris.com. As each L3Harris sales representative handle growing their territory, we will share Sourcewell's resources develop sales to become a powerful customer-facing extension of Sourcewell. Any co-branded flyers and sales collateral will be placed on a funding page on L3Harris.com.</p> <p>If awarded the Sourcewell contract, L3Harris and Sourcewell will collaborate to engage and train our nationwide network of channel partners on Sourcewell and overall best practices when representing Sourcewell's products and services. "</p>
24	Dealer network or other distribution methods.	Our robust indirect channel network includes 4 Regional Centers of Excellence and 184 dealers throughout North America.
25	Service force.	The L3Harris Dealer network includes over 1000 service technicians across the United States and Canada.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>"The L3Harris Dealer provides local service support for programming and configuring our terminal products (radios), including same-day response in the event of a failed radio.</p> <p>Customers normally maintain 5-10% spare radios, and either work with the local Dealer, or have one or more of their employees take L3Harris training, to provide System Administration services.</p> <p>When a radio needs servicing, the Dealer or Customer System Admin contacts the L3Harris Customer Care Center to initiate the Returned Material Authorization (RMA) process. They then configure a spare for the affected user and send the failed radio to an L3Harris' Depot Repair Facility. The radio is returned to the customer after repair and placed into spares stock."</p>
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The L3Harris Direct and Indirect Sales network can reach all Sourcewell participating entities across the United States. We encourage our Sales Force to proactively contact and engage customers in product demonstrations and other hands-on methods to prove to themselves that L3Harris products provide more value and higher performance. See our L3Harris Qualifications document referenced as an attachment to our submittal for an overview and capabilities of L3Harris products and services.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	The L3Harris Direct and Indirect Sales network can reach all Sourcewell participating entities across Canada. We encourage our Sales Force to proactively contact and engage customers in product demonstrations and other hands-on methods to prove to themselves that L3Harris products provide more value and higher performance. See our L3Harris Qualifications document referenced as an attachment to our submittal for an overview and capabilities of L3Harris products and services.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	L3Harris has the capability to serve any geographic area of the United States and/or Canada.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	L3Harris has the capability to serve all participating entity sectors.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	L3Harris does not have any specific contract requirements or restrictions that apply to Hawaii, Alaska or the US Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	L3Harris and Sourcewell will collaborate to officially announce the award through a release distributed to leading outlets within our customer verticals. Marketing efforts will follow Sourcewell's procedures in marketing company products and services. L3Harris will share the announcement and leverage Sourcewell's marketing resources with our direct and indirect sales teams throughout North America. Annually, Sales and Marketing will leverage opportunities to message Sourcewell features and benefits including adding links and information to our website, newsletters and marketing collateral. Some examples of our marketing materials can be found at: l3harris.com and l3harris.com/all-capabilities/public-safety-funding-and-grants .
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	L3Harris will expand their funding page on l3harris.com to host approved co-branded messaging, a co-branded Sourcewell marketing resource and a link to the Sourcewell webpage designated to direct customers and potential customers to take action or seek additional information.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	"If awarded the Sourcewell contract, L3Harris and Sourcewell will collaborate to engage and train our nationwide network of channel partners on Sourcewell and overall best practices when representing Sourcewell's products and services. L3Harris has a network of 184 dealers servicing all 50 states in the United States and Canada, organized into four Regional Centers of Excellence. The L3Harris Regional Centers of Excellence business model leverages our highly competent business partners in building and servicing an extensive network of sales and service providers, allowing us to significantly increase Sourcewell's presence in the marketplace. Dealers work directly with their L3Harris Regional Center of Excellence to always have the latest information available and to procure products for their customers. L3Harris and Sourcewell will collaborate to engage and train our North American network of field sales and channel partners about Sourcewell and overall best practices when representing Sourcewell's products and services."
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The L3Harris e-procurement process cannot be utilized for special pricing (ie. IDIQ's).

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The 2021 Technical Training Catalog included in our offering describes all of our training services and includes pricing. Our training uses a blended approach comprised of traditional classroom instruction conducted on site or at our Technical Training Center in Lynchburg, Virginia, virtual classroom (live, instructor-led training over the Internet) training, and asynchronous (self-paced, web-based) training. This approach provides our customers with flexibility in purchasing a training solution that fits their needs and budget.

37	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>L3Harris is a proven global leader in the public safety industry that delivers high-tech mission-critical solutions to meet the customers' needs. We leverage technological synergies from tactical and military domains providing the best state-of-the-art benefits to our customers in terms of reliability, durability, and security.</p> <p>VIDA Network Architecture</p> <p>The new L3Harris' Voice, Interoperability, Data, and Access (VIDA) services platform is a fully integrated solution providing unified, interoperable communications for voice, data, and applications across a multitude of technologies ranging from Land Mobile Radio (LMR) narrowband to LTE broadband data networks. The platform offers high availability and redundancy, improved situational awareness, protection against threats, and improved data management.</p> <p>The latest L3Harris' Voice, Interoperability, Data, and Access (VIDA) network solutions are revolutionizing the way critical communications users view their network. These solutions do not limit users to a single radio access technology with the inevitable tradeoffs in coverage, cost, and features. Instead, the VIDA network architecture supports selected technologies on one common network that meets all user groups' diverse operating needs on the system.</p> <p>Best LTE radios in the market – XL-200P, XL-185P</p> <p>With a proven track record of Land Mobile Radios and battle-tested military tactical radios, Harris offers a wide variety of P25 subscriber products to meet every user's needs. All models share common attributes – ruggedness, reliable communications, ease of use. Our XL-185P and XL-200P are the only radios in the market capable of secure, true P25 communications over Land Mobile Radio (LMR), Wi-Fi, and LTE.</p> <p>BeOn – Unique PTT solution connecting users outside boundary lines</p> <p>Harris BeOn is the best-selling and unique push-to-talk solution in the public safety market. BeOn® extends Land Mobile Radio (LMR) Push-to-Talk (PTT) communication services to users on commercial cellular and private LTE broadband networks. BeOn solution can deliver voice communication services to subscribers as Voice-over-IP data packets using wireless broadband IP data services. It enables subscribers such as smartphones, tablets, or PC users on a 3G or 4G cellular, Wi-Fi, or Public Safety LTE network to communicate with LMR users.</p> <p>Symphony Dispatch Console – Most reliable, powerful and customizable in the industry</p> <p>The Symphony Dispatch Console represents the next generation of dispatching with an intuitive user interface and the ability to support mapping, video, and CAD applications. The graphical user interface designed by the users is highly customizable, enabling the users to arrange their most complex dispatch functions through a logical interface to increase productivity. Patented Baton application displays 95% of Symphony functionality only using 10% of the screen space.</p> <p>Mission Critical Alliance (MCA)</p> <p>The Mission Critical Alliance is a partner program that enables L3Harris to collaborate with organizations that offer applications, hardware, and services that are tested and validated for interoperability with L3Harris solutions. The alliance provides the ability to leverage the industry's best system solutions to fill the technological gap, taking away risk, time, and expenses out of customer driver integration.</p> <p>Our Chosen MCA Partners</p> <ul style="list-style-type: none"> • Adashi System, LLC – on-scene collaborative situational awareness • Catalyst Communications – IP-Based Push-To-Talk communications • Centerty Systems, Inc - Command dashboard across network assets • Cradlepoint - Enterprise routing at the edge • Drakontas™ - Agencywide critical collaboration tool for emergency management • Exacom™ - Seamless voice and data recording solution • FirstNet® - Built with AT&T, FirstNet is the nationwide public safety broadband network, services and solutions • GE® Power - Outage management and response • Live Earth - Real-time data feeds in a single visual platform • Mcmtech™ - Optimized management of mission-critical assets • Realwear, Inc.™ - Hands-free voice, data, and Situational Awareness • Samsung - Android™ devices for Public Safety • TRX Systems, Inc. - Track and locate First Responders indoors • Tyler Technologies - Next Generation 911 Computer Aided Dispatch • Unication - P25 Voice Pagers • Vintra, Inc. - Actionable video intelligence • Zetron® - Dispatching and alerting platforms
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38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>L3Harris Environmental Sustainability program https://connect.l3harris.com/sites/policies/Policies/EHS-07.pdf</p> <p>L3Harris incorporates the numerous waste prevention/ recycling corporate-wide initiative:</p> <ul style="list-style-type: none"> • Recycling of paper, plastic, metal, electronic scrap, batteries, bulbs, oils. • Use of green cleaning products. • Tracking all electric, water, waste, recycle, haz waste for each site in our Gensuite program. • Use of recyclable packing material in cardboard stars and plastic air bags • Providing electronic training materials to the customers in order to curtail the use of paper products.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	The L3Harris contracting plan for women and small business entities has been attached to the proposal in section WMBE/MBE/SBE or Related Certificates.

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> <p>"The L3Harris provides the superior solution that outlines the following benefits:</p> <p>Local Presence and Cost of Investment: L3Harris has contracted and is currently implementing multiple systems within the region. Some examples are - Alberta First Responder Radio Communication System (AFRRCS), Miami-Dade County, Florida, Joint National Capitol Region, Alliant Energy, State of Delaware, American Electric Power, Mountain Home Air Force Base, and others. L3Harris products and equipment are also available to be procured through our authorized distribution channels all across North America.</p> <p>Partnering with L3Harris gives the agencies the lowest lifecycle costs, especially when comparing the capabilities, robustness, and reliability to others in the industry.</p> <p>Interoperability: L3Harris provides multifaceted interoperability solutions to support and connect multiple agencies and vendors across systems and communication standards through Network First Gateway, Encompass Gateway, BeOn®, and P25 Inter RF Sub System Interface (ISSI).</p> <p>Reliability, Outstanding Value – The new P25 system solutions are designed to minimize single points of failure. Geographically split Network Switching Centers provide redundancy and survivability. Non-proprietary, commercial-off-the-shelf (COTS) equipment provides ease of replacement.</p> <p>Redundancy: The L3Harris Geo-Separated Redundant VIDA solution is unmatched. The failover rates are the fastest in the world. First Responders using L3Harris P25 solutions know when they key up, they will be heard. Both VIDA cores run simultaneously in different geographic locations, listening to everything on the system. If one of the cores is compromised, the other core takes on the load without skipping a beat. The solution has been tested time and time again during catastrophic events, with full success. In the event both cores are compromised, each site can retain communication integrity with autonomous trunking.</p> <p>Innovative High-Tech Solutions: L3Harris technology approach is one of the innovative and future-ready solutions designed from valuable ideas and opinions of first responders and dispatchers. In addition to our ability to connect our systems to FirstNet, the proposed BeOn Push-to-Talk P25 application will serve the customer's communication needs today and in the coming years. The use of an XL portable radio, either full spectrum or single-band, extends the coverage anywhere in the world by connecting to Wi-Fi, LTE or FirstNet, including inside buildings such as schools or hospitals.</p> <p>Harris infrastructure can seamlessly operate between Phase 1 and Phase 2 with no additional software or hardware changes.</p> <ul style="list-style-type: none"> – Enhanced Dynamic Dual Mode (EDDM) – The mixed-mode functionality of Harris P25 infrastructure will allow the use of channels in P25 Phase 1 or P25 Phase 2 mode of operation. Base station channels change between Phase 1 and Phase 2 mode on the fly as each call is established depending on the radios' capability involved in the call. – Digital Audio Clarity – Harris P25 systems feature the Advanced Multi-band Excitation (AMBE+2™) vocoder, the next generation of P25 Phase 1 Improved Multi-band Excitation (IMBE) vocoders. The AMBE+2™ vocoder replicates human speech better than previous vocoders and at about a third of the bit rate required for P25's IMBE. This results in better voice quality, better speaker recognition, and improved system throughput."
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	L3Harris warrants that that hardware and installation services furnished by L3Harris will be free from defect in material and workmanship for one (1) year upon the system acceptance date for infrastructure equipment and two (2) years upon the system acceptance date for subscriber units.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no standard usage restrictions or other limitations pertaining to the warranty that may adversely affect coverage. Exclusions to the standard warranty for abuse, neglect, excessive wear and tear are delineated in the maintenance agreement, but do not affect coverage.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The Depot Repair and Return service covers the cost to fix covered equipment at L3Harris or other third-party manufacturer's factories. This service is part of our standard warranty and is a premium service during the maintenance periods. The L3Harris Depot Repair and Return facility is ISO 9001:2015, UL, and Factory Mutual certified. Master technicians using state-of-the-art test equipment verify that all repairs meet or exceed prescribed specifications. The equipment to be repaired under standard warranty must be shipped to L3Harris' Depot facility where it is repaired and shipped back to the customer.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	L3Harris maintains a number of Authorized Service Centers (ASCs) throughout the country. These centers are staffed with L3Harris-trained personnel who can maintain your vital communications equipment while under warranty, as well as provide post-warranty maintenance. Each ASC is backed by the L3Harris nationwide ASC network, who can provide supplemental service during a catastrophic event, if required. Our ASCs commit to providing outstanding customer service and ensure peak performance of the communications system to meet the needs of first responders and the community.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third-party original equipment manufacturer (OEM) equipment and services are covered as described in the System Purchase Agreement. Throughout the entire warranty and contracted maintenance periods, L3Harris will act on behalf of Sourcewell to coordinate and settle warranty issues with third-party equipment and software companies. As part of the final acceptance, any remainder of warranty from a third-party vendor transfer to Sourcewell. If any third-party manufacturer warranty period is greater than one-year, we will recognize that OEM warranty for the specified equipment.
47	What are your proposed exchange and return programs and policies?	The Factory Repair and Return Depot in Lynchburg, Virginia provides a complete range of repair for all L3Harris equipment both in warranty and post-warranty. If an item is out of warranty and cannot be repaired economically, the customer will be contacted for disposition instructions or replacement authorization. If the item is in warranty and cannot be repaired, it will be replaced at no charge in accordance with the warranty provisions associated with the original sale of the item.
48	Describe any service contract options for the items included in your proposal.	There are a number of premium warranty services available for purchase, including: <ul style="list-style-type: none"> - 24x7 Phone Support - Software Update Service - Expedited Depot Repair - 24x7x365 Rapid Response - Asset Management - CyberSecurity Assessments - Network Monitoring

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30
50	Describe any leasing or financing options available for use by educational or governmental entities.	L3Harris offers financing solutions provided by regional financial partners for qualified customers and end users acquiring L3Harris equipment and services.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>"Customers can purchase either directly from L3Harris or from our dealer channel by issuing a purchase order to PSPC_CustFocus@L3Harris.com referencing the contract purchasing vehicle for pricing and terms and conditions. If a quote is needed prior to purchase, it may be obtained via request to PSPC_Quotes@L3Harris.com.</p> <p>Telephone U.S. and Canada: 1-800-368-3277 International: +1-434-385-2857 E-mail U.S.: PSPC_CustomerFocus@L3Harris.com International: PSPC_IntCustFocus@L3Harris.com Federal: PSPC_FedCustFocus@L3Harris.com Fax 1-321-409-4393</p> <p>Once customers are ready to place their order, this can also be completed by submitting a purchase order via standard mail, fax, or email. Phone orders are accepted for customers purchasing \$5,000 or less of equipment and paying by credit card.</p> <p>Once orders have been placed, customers can work with their Customer Care Center (CCC) team members by phone, fax, or email to obtain updates on the processing and shipment of their order. L3Harris provides order confirmations to our customers once orders have been placed and tracking services are available once the materials have been shipped and are in the hands of our carriers.</p> <p>In addition to email communication; web-based tools, forms, and applications are utilized to help service our customers in the most efficient manner possible. For example, customers can request a return by completing a form online, which is submitted directly to the CCC for review and processing. Customers can track their shipments online from our website 24 hours a day, 7 days a week. Additionally, L3Harris utilizes ServiceBench for online product registration.</p> <p>L3Harris runs monthly/quarterly sales reports and can provide these reports to Sourcewell on a quarterly basis. Management reviews sales on a quarterly basis.</p> <p>Telephone Assistance L3Harris' Public Safety and Professional Communications – toll free 1-800 service line for our customers 8 a.m. – 8p.m. Eastern Standard Time with voicemail available after hours. Customers have direct access to the Customer Care Center for order development and placement. Customer service representatives are available to assist with the configuration of L3Harris products in addition to quoting, order placement, order status and order tracking. Customer Care Center toll free number: 1-800-368-3277 Option 9."</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We can accept P-Card's as Credit card transactions. Payments over \$10K via this process there is a 3% fee charged, under \$10K is no charge.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please refer to the current L3Harris catalog for products and pricing.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	L3Harris will offer 26% off of current catalog list price for all L3Harris equipment. No discounting is available on services or third-party equipment.
55	Describe any quantity or volume discounts or rebate programs that you offer.	L3Harris may offer additional discounting based upon volume discounting or current promotional offerings.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All 3rd party equipment or services will be quoted upon request.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For system purchases, additional costs will be incurred for staging of equipment and associated services.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight will be calculated at time of order shipment.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight forwarding services are available. Please contact the Customer Care Center to request a quote.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	For detailed discount pricing, refer to our attachment within the Pricing section.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	L3Harris has multiple auditing processes, including self-audit checklists, peer reviews, and random sampling audits. In addition, L3Harris references individual contract agreements (such as Sourcewell) in each sales order. Using this reference, L3Harris runs monthly/quarterly sales reports and can provide these reports to Sourcewell on a quarterly basis.
63	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Management reviews sales on a quarterly basis.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Our typical administrative fee is 1%-2% of contract sales

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The 2021 Products and Services catalog and 2021 Training Catalog included as part of this proposal describe all the products, equipment, and services offered.
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please refer to the 2021 products and services catalog and 2021 training catalog - table of contents, to iterate through the subcategories of equipment and services offered.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
67	Fire or EMS station alerting or paging systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	"Yes. The products and services to support the Fire/EMS/Paging system are provided in the 2021 Product and Services Catalog. However, please reach out to the L3Harris technical solutions team to design a complete system that best meets the individual Sourcewell agency's needs."
68	Connectivity and interoperability devices, hardware and equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	"Yes Please refer to Table 15 for more information."
69	Airborne, marine, and underwater communication systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
70	Services related to lines 67, 68 and 69 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	"Yes Please refer to the 2021 product and services catalog for services offering and pricing."

Table 15: Industry Specific Questions

Line Item	Question	Response *

71	Describe the interoperability of your products and services with other equipment, software, and systems, as applicable	<p>L3Harris offers a variety of solutions to support multi-level interoperability:</p> <ul style="list-style-type: none"> – Interoperability Gateway (Network First Gateway) — Provides the most basic level of interoperability. It permits system-level audio connectivity with legacy trunked and conventional analog radio systems, regardless of manufacturer or frequency band via 4-wire E&M. – DFSI – A standards-based interface permits direct interoperability with P25C stations. – P25 Inter RF Sub System Interface (ISSI) – Permits interoperability with neighboring P25 systems. Automatic roaming and a full suite of industry-standard features provide ease of use for field users. – BeOn® – Harris' unique Push-to-Talk (PTT) communications solution runs over commercial cellular broadband, including 3G/4G, Wi-Fi, and LTE. It allows State's radio users to extend their PTT communications from a regional system to a nationwide footprint over commercial cellular networks.
72	Describe how your products and services integrate with other communications and technology components (e.g., CAD, RMS, LMR, etc.)	<p>"L3Harris supports multiple vendors/ agency interoperability across LMR, LTE, and Wi-Fi standards through various standard product offerings - Network First Gateway, Encompass Gateway, BeOn®, and P25 Inter RF Sub System Interface (ISSI).</p> <p>L3Harris StatusAware application integrates with CAD/AVL to provide real-time GPS locations, status, group affiliations, and situational awareness information. Exacom Hindsight Recorder, Tritech CAD, Hexagon CAD, IDA/Trackit, FATPOT CAD, Southern Software, Tyler Technologies, GlobalFlyte, Superior are some of the CAD vendors who have completed/ planned integrations into L3Harris StatusAware services. New CAD vendors can subscribe to the L3Harris StatusAware service by receiving API interface Spec upon signing Non-Disclosure Agreement (NDA) and developing an XMPP (derived from XML) interface to the spec. Once the interface is developed, L3Harris offers remote testing and final validation in the lab.</p> <p>Situational Awareness Mapping powered by Live Earth is a real-time interactive data visualization solution for command centers. It securely manages data from multiple sources, including geolocation, presence information of LMR units, transportation, traffic, weather, and many more. StatusAware server integrates with the Live Earth mapping solution to collect and send location, status, and other information from P25 radios and BeOn clients."</p>

73	<p>Describe how your products and services conform to applicable industry standards and required specifications.</p>	<p>" As an active member of P25 and TIA standards committees, L3Harris has committed significant resources to develop P25 technical standards and P25 compliant systems and products for the critical communications marketplace. The L3Harris laboratory in Lynchburg, Virginia, is one of the NIST-approved labs for both P25 CAP performance testing and P25 CAP interoperability testing. L3Harris has tested its base stations/repeaters and subscriber radios as well as many vendor subscribers' radios for performance and interoperability as a part of the P25 CAP Testing. For each piece of P25 equipment that successfully passes and meets the P25 standards, L3Harris publishes a Supplier's Declaration of Compliance (SDoC) report that gets reviewed and approved before being accepted by the Department of Homeland Security (DHS) as P25 Compliant. All P25 CAP approved products are listed on the following website: https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment</p> <p>A number of features offered on L3Harris the catalog are proprietary as they are not encompassed in P25 Standards:</p> <p>In-Band GPS With the new SR10A.4 Core, users with L3Harris XG or XL subscriber radios equipped with GPS can transmit location/GPS position information with each PTT. The data transmission does not require a separate P25 data channel or P25 data call to deliver the information, because L3Harris is able to embed the GPS information on the voice call during a PTT. In addition, the radio will transmit position during an emergency declaration without the need for a separate PTT. In-band GPS is a system and radio capability in addition to Tier II GPS services supported by P25 standards-based radios with GPS.</p> <p>Unit Dynamic Regrouping Under certain emergency conditions or other unusual operational conditions, it may be necessary to have a set of radios communicate in talkgroups that depart from the normal procedure. When such conditions occur, it is possible to reconfigure select user radios to operate in a talkgroup structure better suited to the operational need. The P25IP system has this capability via Dynamic Regrouping. This feature allows the system administrator to override a user's selected talkgroup and reconfigures the users "regrouped" radio to utilize a new set of talkgroups. Regrouping plans are predefined and then executed as needed. However, regroup plans are initiated as needs dictate. With execution of a regroup plan, all members of the regroup receive the regrouping message over the air.</p> <p>ProFile – Over-the-air-programming (OTAP) Many fleet management activities are achievable through data messages over the P25 system, which prevents the high cost and lost productivity of bringing radios to the radio shop. Over-the-air programming is the ability to add new types of services to a subscriber unit by using the wireless network instead of requiring the customer to bring in the radio for reprogramming. L3Harris' P25 Over-the-Air Programming (OTAP) solution allows users to broadcast a new radio personality over the air to a radio in the field. OTAP is a software solution for customers that have a large number of radios or radios that need personalities modified on a regular basis. The ProFile feature provides the capability to read and write P25IP radio personalities over the air. If a large number of radios require updating, it is possible to schedule these activities during off-peak hours to minimize the impact on system resource availability for high priority voice calls.</p> <p>TextLink TextLink is an IP-based application that enables portable and mobile radio users to receive, display, and respond to text messages sent between any combination of authorized radios and consoles on P25 systems. Host computers (e.g., a dispatch console, CAD system) can exchange text messages of up to 200 bytes with P25 radios. Similar in function to current Short Message Service (SMS) on commercial cellular networks, TextLink meets public safety requirements.</p> <p>Tracker Tracker is a stand-alone situational awareness software package that is currently being used in some military facilities. L3Harris Tracker applications are BeOn and StatusAware."</p>
74	<p>Describe your use of installation or service partners, if applicable.</p>	N/A

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - L3Harris Financial Strength and Stability - Financial Reports RFP# 042021.pdf - Monday April 19, 2021 10:46:41
- [Marketing Plan/Samples](#) - L3Harris Marketing Plan Response RFP #042021.zip - Monday April 19, 2021 10:50:22
- [WMBE/MBE/SBE or Related Certificates](#) - L3Harris WMBE MBE SBE or Related Certificates Response RFP #042021.zip - Monday April 19, 2021 12:03:14
- [Warranty Information](#) - L3Harris Warranty Response RFP# 042021.pdf - Monday April 19, 2021 10:44:35
- [Pricing](#) - L3Harris Pricing Response RFP #042021.zip - Monday April 19, 2021 12:04:55
- Upload Additional Document (optional)

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Lori Rodriguez, Contracts Manager, L3Harris Technologies, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_PS_Communications_Tech_RFP_042021 Tue April 13 2021 04:33 PM	<input checked="" type="checkbox"/>	1
Addendum_7_PS_Communications_Tech_RFP_042021 Mon April 12 2021 06:55 PM	<input checked="" type="checkbox"/>	1
Addendum_6_PS_Communications_Tech_RFP_042021 Wed April 7 2021 06:45 PM	<input checked="" type="checkbox"/>	1
Addendum_5_PS_Communications_Tech_RFP_042021 Mon April 5 2021 08:18 PM	<input checked="" type="checkbox"/>	1
Addendum_4_PS_Communications_Tech_RFP_042021 Thu April 1 2021 03:59 PM	<input checked="" type="checkbox"/>	1
Addendum_3_PS_Communications_Tech_RFP_042021 Thu March 25 2021 08:23 AM	<input checked="" type="checkbox"/>	1
Addendum_2_PS_Communications_Tech_RFP_042021 Mon March 8 2021 01:20 PM	<input checked="" type="checkbox"/>	2
Addendum_1_PS_Communications_Tech_RFP_042021 Fri March 5 2021 12:57 PM	<input checked="" type="checkbox"/>	2



L3 Harris Technologies #042021-L3H

Pricing for contract #042021-L3H offers Sourcewell participating agencies 26% off current catalog list price for L3Harris equipment. No discounting is available on services or third-party equipment.

PARTICIPATION ADDENDUM

STATE OF UTAH CONTRACT

**Administered by the Utah Communications Authority
(the “Authority”)**

**MASTER AGREEMENT
RFP#CO19008**

**L3Harris Technologies, Inc.
(the “Contractor”)**

AND

**[name] UTAH TRANSIT AUTHORITY
(the “Participating Entity”)**

THIS PARTICIPATION ADDENDUM (“**Participation Addendum**”) is made and entered into this 18th of July, 2024 (“**Effective Date**”), by and among the Participating Entity, the Authority, and Contractor. Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Master Agreement (as defined below).

RECITALS

A. WHEREAS, Contractor and the Authority entered into that certain State of Utah Contract dated June 7, 2019, as a result of the procurement process associated with the Authority’s Request for Proposal Solicitation #CO19008, as amended as of the Effective Date of this Participation Addendum (“**Master Agreement**”), whereby Contractor agreed to provide the Authority a public safety emergency radio communications system to support mission critical communications using real time operable and interoperable two-way wireless communications capabilities to all authorized users (the “**Services**”) as further described in the Master Agreement;

B. WHEREAS, in accordance with Section 66 of the Master Agreement, the Master Agreement, can be used by the State of Utah or any of its agencies or political subdivisions for the purchase of any Procurement Items, as defined in the Master Agreement, under the terms set forth in the Master Agreement (“**Cooperative Purchase**”); and

C. WHEREAS, the Authority, Participating Entity and Contractor desire to exercise the Cooperative Purchase and provide for other changes to the Master Agreement, all on the terms and conditions as set forth herein.

AGREEMENT

NOW THEREFORE, for and in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Scope.** This Participation Addendum authorizes the Participating Entity to make a Cooperative Purchase of all Procurement Items identified in Contractor’s Quote, attached hereto as Exhibit A.

This Cooperative Purchase will be governed by the terms of this Participation Addendum as well as the Master Agreement, which further defines each party's respective obligations associated with the Participating Entity's purchase of such Cooperative Purchase.

2. **Participation.** The Participating Entity is executing this Participation Addendum for the purpose of purchasing the Procurement Items identified in Exhibit A as a Cooperative Purchase from Contractor pursuant to the Master Agreement. The Participating Entity represents and warrants that it is eligible to purchase the Cooperative Purchase under applicable law. The Participating Entity will be subject to all of the terms and conditions provided herein and the Master Agreement. The Participating Entity shall be Contractor's customer of record for the Cooperative Purchase provided to the Participating Entity. Except as otherwise provided for herein, no additional rights and remedies are granted to Participating Entity. The Participating Entity shall be responsible for any and all use of the Cooperative Purchase, liabilities and all costs associated with Participating Entity's purchase of the Cooperative Purchase.
3. **Primary Contacts.** The primary contact individuals for this Participation Addendum are as follows (or their named successors):

<u>The Authority</u>	<u>Contractor</u>	<u>Participating Entity</u>
Name: Utah Communications Authority	Name: L3Harris Technologies, Inc.	Name: Utah Transit Authority
Address: 5215 Wiley Post Way, #550 Salt Lake City, Utah 84116	Address: 221 Jefferson Ridge Parkway Lynchburg, VA 24501	Address 669 W 200 S Salt Lake City, UT 84101
Contact Person: Tina Mathieu	Contact Person: Jeremy Roe	Contact Person: Rick Wilson
Telephone: 801-840-4200	Telephone: 434-455-9467	Telephone: 801-556-43196
Email: tmathieu@uca911.org	Email: jeremy.roe@L3Harris.com	Email: rwilson@rideuta.com

4. **Quote/Order.** Contractor has provided a Quote for the Cooperative Purchase to the Participating Entity, attached hereto as Exhibit A. If Participating Entity desires to execute the Cooperative Purchase, Participating Entity shall place the order with Contractor. Any order placed by a Participating Entity shall be deemed to be a sale under the Master Agreement and governed by the prices and terms and conditions of the Master Agreement, unless the parties of the order agree in writing that another contract or agreement applies to such order. Given the terms of the Master Agreement, specifically Table B.10.A of Appendix D of the Master Agreement as it relates to quantities purchased before system acceptance, the Participating Entity may, ultimately, be charged less than the Quote for Cooperative Purchase, but not more.
5. **Term and Termination.** The term of this Participation Addendum shall commence on the Effective Date and shall automatically terminate upon the delivery of the Procurement Items identified in the attached Exhibit A. The termination of this Participation Addendum shall not affect the validity or survival of any provision of the Master Agreement or any provision of this Participation Addendum that expressly survives termination
6. **Delivery of Goods.** The Parties agree that any and all goods which are purchased as part of this Cooperative Purchase shall be delivered to the Participating Entity at the address specified by the

Participating Entity or, if not otherwise specified, to the address on the purchase order. Participating Entity agrees, however, that delivery to the either address shall be considered delivery of the Goods to the Participating Entity.

7. Invoicing and Payment. Contractor shall submit invoices within thirty (30) days of delivery date of the Cooperative Purchase to the Participating Entity (at the Authority's Warehouse) except as otherwise specified in the Master Agreement. The prices paid by the Participating Entity will be those prices listed in the Master Agreement.

Payments are to be made by the Participating Entity within thirty (30) days after a correct invoice is received. All payments from Participating Entity to Contractor will be remitted by mail, or electronic funds transfer. If payment has not been made by the Participating Entity within sixty (60) days from the date a correct invoice is received by the Participating Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act.

8. The Authority's Authority. The parties hereto acknowledge and agree that by execution of this Participation Addendum, Participating Entity hereby agrees and affirms that the Authority shall have the right, power, and authority to bind Participating Entity to any subsequent change order, amendment, addenda or other document amending or modifying the Master Agreement, or any other document relating to the Master Agreement, as may be amended or modified.
9. Entire Agreement. This Participation Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participation Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, that are not specified herein.
10. No Other Modifications. All other terms of the Master Agreement and shall remain unchanged and remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Participation Addendum to be signed by their authorized representatives as of the Effective Date.

UTAH COMMUNICATIONS AUTHORITY

DocuSigned by:
By 
67F309E825C14D9...

Name: Tina Mathieu

Title: Executive Director

Date: 7/22/2024

L3HARRIS TECHNOLOGIES, INC.

DocuSigned by:
By 
655EF1D741C4428...

Name: Jeremy Roe

Title: Principle, Contracts

Date: 7/22/2024

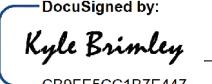
UTAH TRANSIT AUTHORITY

DocuSigned by:
By 
E1DB3579F7C44E4...

Name: Alisha Garrett

Title: Chief Enterprise Strategy Officer

Date: 7/19/2024

DocuSigned by:
By 
CB9FE5CC1B7E447...

Name: Kyle Brimley

Title: IT Director

Date: 7/18/2024

DocuSigned by:
By 
70E33A415BA44F6...

Name: Mike Bell

Title: UTA Legal Counsel

Date: 7/18/2024

Quote Name: Utah Transit Authority Police_UTA Consoles_19903_052124

Utah Transit Authority Police

Date: 5/21/2024 Valid for 30 days
 Sales POC: J. John Gallegos
 Account Manager - Transportation
 775-200-8513
john.gallegos@l3harris.com

L3Harris' Internal Use Only	
Quote by:	S. Spence
CRM #	INC-000328982
CCC Case #	

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
10	VSSD03	LICENSE,SUMS,ENDPOINT	6	\$ 35.00	10%	\$ 31.50	\$ 189.00
20	NS-SG2B	LICENSE,CONSOLE	4	\$ 1,000.00	40%	\$ 600.00	\$ 2,400.00
30	VS-SG3T	LICENSE,HOST SECURITY,AV,EPO,QTY 26-50	32	\$ 123.84	10%	\$ 111.46	\$ 3,566.72
Subtotal: 100 Licenses							\$ 6,155.72
40	VS-CR1V	ROUTER,ISR,C1111-4P	1	\$ 1,850.00	10%	\$ 1,665.00	\$ 1,665.00
50	VS-MN3X	KIT, C1111 ROUTER SITE MTG	1	\$ 156.00	10%	\$ 140.40	\$ 140.40
60	VS-CU9A	SWITCH,SMARTNET,C1000FE-24T-4G-L	1	\$ 1,150.00	10%	\$ 1,035.00	\$ 1,035.00
70	VS-CR1V	ROUTER,ISR,C1111-4P	1	\$ 1,850.00	10%	\$ 1,665.00	\$ 1,665.00
80	VS-MN3X	KIT, C1111 ROUTER SITE MTG	1	\$ 156.00	10%	\$ 140.40	\$ 140.40
90	VS-CU9A	SWITCH,SMARTNET,C1000FE-24T-4G-L	1	\$ 1,150.00	10%	\$ 1,035.00	\$ 1,035.00
100	UD-SW1N	SW,SYMPHONY PC APP	1	\$ 200.00	40%	\$ 120.00	\$ 120.00
110	UD-SG1F	SOFTWARE,REMOTE BATON	1	\$ 110.00	40%	\$ 66.00	\$ 66.00
Subtotal: 150 Network Equipment							\$ 5,866.80
120	UD-ZM1E	CONSOLE,BUNDLE,PREMIER,WIN10	4	\$ 39,895.00	40%	\$ 23,937.00	\$ 95,748.00
130	UD-SJ4G	LICENSE, ADVANCED BACKUP RADIO	4	\$ 3,000.00	40%	\$ 1,800.00	\$ 7,200.00
140	UD-SG4W	LICENSE,AES AND DES LEVEL ENCRYPTION	4	\$ 8,500.00	40%	\$ 5,100.00	\$ 20,400.00
150	UD-SG4T	LICENSE,CONVENTIONAL CONTROLS	4	\$ 1,250.00	40%	\$ 750.00	\$ 3,000.00
160	UD-SG4U	LICENSE,PAGING CAPABILITY	4	\$ 750.00	40%	\$ 450.00	\$ 1,800.00
170	UD-SH8R	LICENSE, ADVANCED PAGING	4	\$ 250.00	40%	\$ 150.00	\$ 600.00
180	UD-SG4Y	LICENSE,REMOTE AUX I/O	4	\$ 750.00	40%	\$ 450.00	\$ 1,800.00
190	UD-SH2L	LICENSE,MARKER TONE	4	\$ 450.00	40%	\$ 270.00	\$ 1,080.00
200	UD-SH2N	LICENSE,CALL ALERT,SEND ONLY	4	\$ 450.00	40%	\$ 270.00	\$ 1,080.00
210	UD-SH4R	LICENSE,DISCREET LISTENING	4	\$ 750.00	40%	\$ 450.00	\$ 1,800.00
220	UD-SH4U	LICENSE,RADIO UNIT MONITOR	4	\$ 2,500.00	40%	\$ 1,500.00	\$ 6,000.00
230	UD-SH3R	LICENSE,RADIO CHECK	4	\$ 250.00	40%	\$ 150.00	\$ 600.00
240	UD-AB2K	CABLE, ETHERNET, ABR, 45CM	4	\$ 33.00	40%	\$ 19.80	\$ 79.20
250	UD-AB1A	SPEAKER, NANO, SYMPHONY	8	\$ 295.00	10%	\$ 265.50	\$ 2,124.00
270	UD-CU8X	MONITOR, 22IN CLASS, NON-TOUCHSCREEN,HD	4	\$ 975.00	10%	\$ 877.50	\$ 3,510.00
280	UD-AB1K	CABLE,DISPLAYPORT TO DVI-D,10FT	4	\$ 40.00	10%	\$ 36.00	\$ 144.00
290	UD-AB1F	MOUSE, OPTICAL, USB, SCROLL WHEEL	4	\$ 15.00	10%	\$ 13.50	\$ 54.00
300	UD-AB1G	KEYBOARD, 104 KEY, USB	4	\$ 185.00	10%	\$ 166.50	\$ 666.00
310	UD-AB1D	SINGLE FOOTSWITCH, USB, SYMPHONY	4	\$ 255.00	10%	\$ 229.50	\$ 918.00
320	UD-AB1M	DESK MIC, DB9	4	\$ 245.00	10%	\$ 220.50	\$ 882.00
330	UD-AB1B	JACK BOX, 6 WIRE	4	\$ 450.00	10%	\$ 405.00	\$ 1,620.00
340	CM-022218-3006WJ	Adapter,6 Wire Jackbox to Headset	4	\$ 550.00	40%	\$ 330.00	\$ 1,320.00
350	A30-1116-001	USB 3.0 TO GIGABIT ETHERNET ADAPTER BLAC	4	\$ 60.56	40%	\$ 36.34	\$ 145.36
360	2C-CM22218-0305	HEADSET,OVER-THE HEAD SOLID BOOM	4	\$ 280.00	40%	\$ 168.00	\$ 672.00
370	CM-022218-001101	License,Vocoder	8	\$ 100.00	40%	\$ 60.00	\$ 480.00
380	MM100UD	MANUAL,OP/INSTA/CONFIG,SYMPHONY,CD	4	\$ 25.00	40%	\$ 15.00	\$ 60.00
390	SS-SH5B	LICENSE,BASE SIP,ADD TO ENT/PREM BUNDLE	4	\$ 2,000.00	40%	\$ 1,200.00	\$ 4,800.00
400	SS-SH4W	LICENSE, SIP, ADD 4 EXTENSIONS, 8 CALLS	4	\$ 1,500.00	40%	\$ 900.00	\$ 3,600.00
Subtotal: 200 Symphony Consoles							\$ 162,182.56
410	XZ-MPM1M	MOBILE, XL-200M, MULTIBAND	4	\$ 4,275.00	40%	\$ 2,565.00	\$ 10,260.00
420	XZ-PL4J	FEATURE, VHF BAND	4	\$ 600.00	40%	\$ 360.00	\$ 1,440.00
430	XZ-PL4K	FEATURE, UHF BAND	4	\$ 600.00	40%	\$ 360.00	\$ 1,440.00
440	XZ-PL4L	FEATURE, 700/800 MHZ BAND	4	\$ 600.00	40%	\$ 360.00	\$ 1,440.00
450	XZ-PL4F	FEATURE, PHASE 2 TDMA	4	\$ 275.00	40%	\$ 165.00	\$ 660.00
460	XZ-ABR	FEATURE PACKAGE, ABR OPERATIOIN	4	\$ 0.01	40%	\$ 0.01	\$ 0.04
470	XZ-LLA	FEATURE, LINK LAYER AUTHENTICATION	4	\$ 140.00	40%	\$ 84.00	\$ 336.00
480	XZ-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	4	\$ 785.00	40%	\$ 471.00	\$ 1,884.00
490	XZ-PKGPT	FEATURE PACKAGE, P25 TRUNKING	4	\$ 1,800.00	40%	\$ 1,080.00	\$ 4,320.00

Utah Transit Authority Police

Account Manager - Transportation
 775-200-8513
john.gallegos@l3harris.com

L3Harris' Internal Use Only

Quote by: S. Spence

CRM #

CCC Case # INC-000328982

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
500	XZ-CA6L	CABINET, XL DESKTOP, 120V, NA	4	\$ 725.00	40%	\$ 435.00	\$ 1,740.00
510	XZ-CA6R	CABLE, POWER, Y-SPLIT, DESKTOP	4	\$ 175.00	40%	\$ 105.00	\$ 420.00
520	XZ-CA6A	CABLE, XL-MOBILE, ETHERNET, 45CM	4	\$ 16.00	40%	\$ 9.60	\$ 38.40
530	XZ-MC6C	MICROPHONE, XL-MOBILE, DESKTOP	4	\$ 245.00	40%	\$ 147.00	\$ 588.00
540	XZ-CA6M	CABLE, XL DESKTOP, ACCESSORY	4	\$ 250.00	40%	\$ 150.00	\$ 600.00
550	XZ-MA4C	BRACKET, MOUNTING, XL CONTROL HEAD	4	\$ 68.00	40%	\$ 40.80	\$ 163.20
560	XZ-LS6A	SPEAKER, EXTERNAL, MOBILE	4	\$ 60.00	40%	\$ 36.00	\$ 144.00
570	XZ-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	4	\$ 120.00	40%	\$ 72.00	\$ 288.00
580	XZ-CP6A	CONTROL UNIT, XL-CH	4	\$ 1,850.00	40%	\$ 1,110.00	\$ 4,440.00
590	CN-014877-001	Connector,N Female,For 1/2in Coax	8	\$ 30.00	10%	\$ 27.00	\$ 216.00
600	CN-014877-001	Connector,N Female,For 1/2in Coax	4	\$ 30.00	10%	\$ 27.00	\$ 108.00
610	CN-015467-001	Connector,N Male,1/2in Coax,Rapid Fit	4	\$ 40.00	10%	\$ 36.00	\$ 144.00
620	KT-014860-001	Kit,Cable Boot,4 in,3 Holes,1/2 in Cable	4	\$ 55.00	10%	\$ 49.50	\$ 198.00
630	CA-015468-001	Cable,Coaxial,1/2in,Low Loss Foam	1000	\$ 2.00	10%	\$ 1.80	\$ 1,800.00
640	KT-014874-001	Kit,Hoisting Grip,1/2 in Cable	8	\$ 30.00	10%	\$ 27.00	\$ 216.00
650	KT-014871-001	Kit,Nylon Cable Tie,Qty 50	4	\$ 30.00	10%	\$ 27.00	\$ 108.00
660	7881	KIT,FEEDTHRU BOOT,1/2 IN	4	\$ 55.00	10%	\$ 49.50	\$ 198.00
670	7242	Filter,Lightening,100-512MHz	4	\$ 225.00	10%	\$ 202.50	\$ 810.00
680	FL-014812	Filter,800-900MHz,N Male,Flange Mt,750W	4	\$ 240.00	10%	\$ 216.00	\$ 864.00
690	CN-018354-001	Connector,N(M) For 1/4in Coax	4	\$ 30.00	10%	\$ 27.00	\$ 108.00
700	CN-014856-001	Connector,TNC Male,For 1/4 S-Flex	4	\$ 65.00	10%	\$ 58.50	\$ 234.00
710	CA-015465-001	Cable,Coaxial,1/4in Cellflex	200	\$ 1.95	10%	\$ 1.76	\$ 352.00
Subtotal: 250 Backup Control Stations							\$ 35,557.64
720	INSTALLATION (MISC-SERV) 4 Symphony Console Installation with Backup Control Stations		1	\$ 29,355.87	0%	\$ 29,355.87	\$ 29,355.87
730	MAYA-NSN6L	SERVICE,L3H IMPL CHIEF ENGR	1	\$ 2,400.00	0%	\$ 2,400.00	\$ 2,400.00
740	YB-SZ8N	SERVICE, L3H SR NETWORK ENG	1	\$ 2,400.00	0%	\$ 2,400.00	\$ 2,400.00
750	MAYB-NSN6M	SERVICE, L3H SR PROJECT MANAGEMENT	1	\$ 2,400.00	0%	\$ 2,400.00	\$ 2,400.00
760	YCS1P-B	Site Management(Bid Cost)	5	\$ 2,025.00	0%	\$ 2,025.00	\$ 10,125.00
770	YTSN3H-B	TRNG,CONSOLE CONFIGURATION ON-SITE	1	\$ 11,800.00	0%	\$ 11,800.00	\$ 11,800.00
Subtotal: Services							\$ 58,480.87

Lead time is subject to material availability at time of order

Total Sale Price \$ 268,243.59

Terms and Conditions:

This proposal is made in accordance with and shall be governed by the terms and conditions of the State of Utah Contract, dated June 7, 2019, between L3Harris

1. Technologies, Inc. and the Utah Communications Authority, an independent agency of the State of Utah, and the Participation Addendum thereto, each of which is incorporated herein by reference.

2. Please reference MBP # 19903 and contract number UCA, if applicable. Also reference SIT# 842905 | State of Utah (Utah Communications Authority) Blanket MBP Special Pricing Request

3. Storing battery packs is not recommended because the chemicals in the battery degrade over time and this affects the functionality of the battery. Improper storage of batteries may void warranty.

4. Pricing does not include installation, programming, taxes or shipping (if applicable), unless otherwise noted. These items may be waived based on the terms and conditions which are applicable to this quote (Item 1) and could be subject to change.

Purchase Order requirements:

Purchase Order issued to L3Harris Technologies - PSPC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501

The Purchase Order should include the following references:

Must include Quote Name and Date. If applicable, include MBP#.

All orders must contain valid model number, quantity, and price for each item.

Frequencies must be supplied with order if applicable.

Requested Delivery Date; If related to **Grant Funding**, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Bill to and Ship to addresses along with contact information must be included. Provide customer account number if readily available.

L3Harris DUNS#: 101474992; Cage Code: 1PNR4; Tax ID 34-0276860.



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Director of Capital Development
PRESENTER(S): Jared Scarbrough, Director of Capital Design & Construction

TITLE:

Contract: State of Good Repair Bus Stop Enhancements (Landmark Companies, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the Purchase Order and associated disbursements under a State of Utah contract MA3939 with Landmark Companies, Inc. in the not-to-exceed amount of \$495,320.96 for SGR407 Bus Stop Enhancement Project.

BACKGROUND:

The SGR-407 Bus Stop Enhancements Project is providing ADA accessible improvements along multiple routes throughout Salt Lake, Weber, and Utah County, including concrete bus pads, benches, signs, shelters, and other amenities where feasible. UTA has selected Landmark Companies under State Contract MA3939.

DISCUSSION:

UTA is enhancing 26 bus stops throughout Salt Lake, Weber, and Utah Counties. At a city level there will be, 11 stops in Salt Lake City, 2 in West Valley, 2 in Millcreek, 2 in South Salt Lake, 1 in South Jordan, 4 in Ogden, 1 in Washington Terrace, 1 in Orem, 1 in Provo, and 1 in Spanish Fork. The Contract amount has been determined to be within the scope of the State Contract Scope Agreement. The pricing has been determined to be fair and reasonable based on UTA's Independent Cost Estimate.

CONTRACT SUMMARY:

Contractor Name: Landmark Companies, Inc.

Contract Number:	17313
Base Contract Effective Dates:	August 14 2024- December 31 2024
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$495,320.96
Procurement Method:	State Contract MA3939
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:

Continue without improving the current bus stops, which currently may not be ADA compliant. Ridership warrants a higher-level amenity than what is currently provided for UTA customers.

FISCAL IMPACT:

\$495,320.96 included in the Approved 2024 Capital Budget Project SGR407. All funds expected to be spent in FY2024.

	FY2024 Approved Budget	FY2025 Proposed Budget
SGR407 Budget	\$3,049,000	\$1,275,000
Actual Costs	\$1,055,973	\$0
CVE	\$0	
HNTB	\$199,891	
Landmark	\$148,474	
Brasco 2203601 (JDE Line Item 9)	\$0	
Brasco 2203601 (JDE Line Item 12)	\$0	
Brasco 2203601 (JDE Line Item 11)	\$0	\$217,150
Landmark (200 South Phase I)	\$227,579	
Total Remaining Obligations	\$575,944	\$217,150
Remaining Budget	\$1,417,083	\$840,700
200 South Phase II -- (Other Planned Request)	\$410,811	
26 Bus Stops (SLC, UT, & Weber CO's) -- (This Request)	\$495,321	
200 South Phase I C/O -- (Other Planned Request)	\$56,732	
Remaining Budget (Post Request)	\$454,219	\$840,700

Facilities operations and security would need to support the maintenance of the bus stops.

ATTACHMENTS:

PO#17313 Landmark Companies

Landmark Companies Inc
1670 S Hwy 165 Suite 101
Providence UT 84332



PURCHASE ORDER NUMBER OG	17313
PO Number Must Appear On All Invoices And Shipments	
VENDOR NUMBER 1500588	PO DATE 7/18/2024
ORDER TAKEN BY Woodward, Vicki	FOB * PAGE NUMBER 1 of 1

SEND INVOICE TO: AP@RIDEUTA.COM	SHIP TO: ATTENTION: RECEIVING	<i>An Equal Opportunity Employer</i>		
669 W 200 S SLC, UT 84101	3600 S 700 W Salt Lake City UT 84119	801-287-3008 www.rideuta.com	BUYER	PAGE NUMBER
			Woodward, Vicki	1 of 1

Confirmation: Do not Duplicate

Utah Transit Authority Is Tax Exempt

Total PO Value: 495,320.96

Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00013929	12/31/24	EA	40-7407.63000.2001	26 Bus Stops SLC, UT, & Weber	.0000	495,320.96

State of Utah Contract Number: MA3939 PO#17313 26 Bus Stop Enhancement Projects. This PO is a Not to Exceed \$495,320.96 Amount.

See the attached LandMark Companies Inc., in Exhibit A below of this PO.

See the attached Insurance and Indemnification Requirements in Exhibit B below this PO.
 Contract End Date estimated December 31, 2024.

Utah Transit Authority

DocuSigned by:

Signature : 
 70E33A415BA44F6...

Date: 7/19/2024

Mike Bell, AAG State of Utah and
 UTA Legal Counsel UTA

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

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

Exhibit A


Work Order Signature Document
State of Utah ezIQC Contract Number: MA3939

New Work Order

Modify an Existing Work Order

Work Order Number: 131013.00

Work Order Date: 06/21/2024

Work Order Title: UTA - Bus Stops - SGR407

Owner Name: UTAH - Utah Transit Authority

Contractor Name: Landmark Companies

Contact: Kristi Shinall

Contact: Cory Swallow

Phone: 801-573-7263

Phone: 435-757-7016

Email:

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No MA3939.

Brief Work Order Description:

Bus stops.

Time of Performance
See Schedule Section of the Detailed Scope of Work
Liquidated Damages
Will apply: Will not apply:
Work Order Firm Fixed Price: \$495,320.96

Owner Purchase Order Number: 17313



Detailed Scope of Work

Print Date: June 21, 2024

Work Order Number: 131013.00

Work Order Title: UTA - Bus Stops - SGR407

Contractor: MA3939 - Landmark Companies

Brief Scope: Bus stops.

To: Cory Swallow
Landmark Companies
729 S Main St
Logan, UT 84321
435-757-7016

From: Kristi Shinall
UTAH - Utah Transit Authority
No Data Input
No Data Input,
801-573-7263



Preliminary



Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

Concrete – Bus Stops (26) 1) Salt Lake County (17) a) U of U Clinic (1) 2) Utah County (3) 3) Weber County (5) Scope of Work Mobilization - Mobilization of all machinery needed for construction throughout Project. Traffic Control - Temporary traffic safety and controls installed for each spot where construction will be happening with cones . Temp Controls - Honey buckets, concrete washout bins, temporary power for tools, daily site security checks, guards for wet cement at each pour. Surveying - Special surveys and inspections for elevations, slump tests, etc. Demolition - Removal of concrete, curb and gutter, remove signs, remove bus shelter. Excavation - Bringing in road base, compacting. Staging and prepping all flatwork and curb and gutter. Signs - Digging, pouring, and installing No Parking signs, Bus Stop signs. Concrete Flatwork - Prepping, forming, and pouring concrete flatwork. Curb and Gutter - Installing and pouring Curb and Gutter and Curb Walls Saw cuts - Saw cutting for curb and gutter, as well as plunge cuts for curb and gutter removal. Benches/Trash - Installing benches, and trash cans. Landscaping - Landscaping repairs around each construction areas. Includes sod and mulch repair, weed barrier repair.



Contractor's Price Proposal Summary - CSI

Print Date: June 21, 2024

Work Order Number: 131013.00

Work Order Title: UTA - Bus Stops - SGR407

Contractor: MA3939 - Landmark Companies

Proposal Value: \$495,320.96

Proposal Name: UTA - Bus Stops - SRG407

01 - General Requirements	\$250,966.88
02 - Site Work	\$28,353.48
03 - Concrete	\$83,857.06
05 - Metals	\$0.00
10 - Specialties	\$38,185.41
12 - Furnishings	\$33,936.73
31 - Earthwork	\$1,637.59
32 - Exterior Improvements	\$58,383.81
33 - Utilities	\$0.00
Proposal Total	\$495,320.96

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 14.03%



Contractor's Price Proposal Detail - CSI

Print Date: June 21, 2024

Work Order Number: 131013.00

Work Order Title: UTA - Bus Stops - SGR407

Contractor: MA3939 - Landmark Companies

Proposal Name: UTA - Bus Stops - SRG407

Proposal Value: \$495,320.96

Sect.	Item	Modifer.	UOM	Description				Line Total
Labor	Equip.	Material	(Excluded if marked with an X)					
01 - General Requirements								
1	01 00 00 00 0000		ea	Project Discount				-\$2,575.35
		NPP	Installation	Quantity	Unit Price	Factor	Total	
				25.75 x	-100.00 x	1.0000 =	-2,575.35	
2	01 22 20 00 0006	HR		CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.				\$21,332.58
			Installation	Quantity	Unit Price	Factor	Total	
				312.00 x	57.51 x	1.1889 =	21,332.58	
				3 guys 4 hrs 26 locations				
3	01 22 20 00 0008	HR		Cement MasonFor tasks not included in the Construction Task Catalog® and as directed by owner only.				\$26,010.09
			Installation	Quantity	Unit Price	Factor	Total	
				416.00 x	52.59 x	1.1889 =	26,010.09	
				4 guys 4 hrs 26 locations				
4	01 22 20 00 0015	HR		LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.				\$5,420.62
			Installation	Quantity	Unit Price	Factor	Total	
				104.00 x	43.84 x	1.1889 =	5,420.62	
				2 guys 2 hrs 26 locations				
5	01 22 20 00 0019	HR		Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.				\$0.00
			Installation	Quantity	Unit Price	Factor	Total	
				0.00 x	40.91 x	1.1889 =	0.00	
6	01 22 20 00 0045	HR		Surveyor (Instrument person)				\$2,851.89
			Installation	Quantity	Unit Price	Factor	Total	
				52.00 x	46.13 x	1.1889 =	2,851.89	
				2 hrs 26 locations				
7	01 22 20 00 0046	HR		Surveyor (Rod Person)				\$2,356.69
			Installation	Quantity	Unit Price	Factor	Total	
				52.00 x	38.12 x	1.1889 =	2,356.69	
				2 hrs 26 locations				
8	01 22 20 00 0068	HR		Flagperson For Traffic Control				\$5,212.14
			Installation	Quantity	Unit Price	Factor	Total	
				100.00 x	43.84 x	1.1889 =	5,212.14	
9	01 22 23 00 0393	WK		24" Compaction Wheel Attachment For Hydraulic Excavators				\$18,179.95
			Installation	Quantity	Unit Price	Factor	Total	
				20.00 x	764.57 x	1.1889 =	18,179.95	
10	01 22 23 00 0406	WK		3,500 LB Mini-Excavator With Full-Time Operator				\$76,858.34
			Installation	Quantity	Unit Price	Factor	Total	
				20.00 x	3,232.33 x	1.1889 =	76,858.34	

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 131013.00**Work Order Title:** UTA - Bus Stops - SGR407**Proposal Name:** UTA - Bus Stops - SRG407**Proposal Value:** \$495,320.96

Sect.	Item	Modifer.	UOM	Description				Line Total
Labor	Equip.	Material	(Excluded if marked with an X)					
01 - General Requirements								
11	01 22 23 00 0679	WK		20 KW, 60 Hertz Towable Diesel Powered Generator SetFuel consumption: 100% load – 1.6 gallons per hour, 75% load - 1.3 gallons per hour, 50% load - 0.9 gallons per hour.				\$14,246.11
			Installation	Quantity 20.00	x	Unit Price 599.13	x	Factor 1.1889 =
12	01 45 23 00 0003	EA		Prepare 6 x 12 Concrete Cylinder And Deliver To Lab				\$483.45
			Installation	Quantity 26.00	x	Unit Price 15.64	x	Factor 1.1889 =
13	01 45 23 00 0005	EA		Concrete Cores Compression Test, ASTM C-42				\$4,453.41
			Installation	Quantity 26.00	x	Unit Price 144.07	x	Factor 1.1889 =
14	01 45 23 00 0007	EA		Unit Weight Of Concrete Cylinder, ASTM C-567				\$2,398.11
			Installation	Quantity 26.00	x	Unit Price 77.58	x	Factor 1.1889 =
15	01 45 23 00 0008	EA		Concrete Mix Design Review				\$1,001.39
			Installation	Quantity 2.00	x	Unit Price 421.14	x	Factor 1.1889 =
16	01 45 23 00 0012	EA		Concrete Slump Test, ASTM C143				\$1,712.80
			Installation	Quantity 26.00	x	Unit Price 55.41	x	Factor 1.1889 =
17	01 45 23 00 0013	EA		Concrete Air Content Test, ASTM C138, ASTM C173, Or ASTM C231				\$1,712.80
			Installation	Quantity 26.00	x	Unit Price 55.41	x	Factor 1.1889 =
18	01 52 19 00 0002	WK		Portable Chemical Toilet				\$1,188.90
			Installation	Quantity 20.00	x	Unit Price 50.00	x	Factor 1.1889 =
19	01 55 26 00 0022	CLF		4" Exterior Vinyl Tape (Warning Tape)				\$598.44
			Installation	Quantity 26.00	x	Unit Price 19.36	x	Factor 1.1889 =
20	01 55 26 00 0120	EA		Placement And Removal Of Up To 250 Cones By Hand From Roadside				\$460.10
			Installation	Quantity 300.00	x	Unit Price 1.29	x	Factor 1.1889 =
21	01 71 13 00 0002	EA		Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.				\$9,276.51
			Installation	Quantity 26.00	x	Unit Price 300.10	x	Factor 1.1889 =
22	01 74 13 00 0003	CY		Collect Existing Debris And Load Into Truck Or DumpsterPer CY of debris removed.				\$2,075.31
			Installation	Quantity 132.14	x	Unit Price 13.21	x	Factor 1.1889 =

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 131013.00**Work Order Title:** UTA - Bus Stops - SGR407**Proposal Name:** UTA - Bus Stops - SRG407**Proposal Value:** \$495,320.96

Sect.	Item	Modifer.	UOM	Description				Line Total
Labor	Equip.	Material	(Excluded if marked with an X)					
01 - General Requirements								
23	01 74 19 00 0012	EA		6 CY Dumpster "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.				\$11,900.58
			Installation	Quantity	Unit Price	Factor	=	Total
				26.00	x	384.99	x	1.1889 11,900.58
24	01 74 19 00 0019	MO		Rampless Concrete Washout Bin Includes delivery.				\$2,128.13
			Installation	Quantity	Unit Price	Factor	=	Total
				4.00	x	447.50	x	1.1889 2,128.13
25	01 74 19 00 0022	EA		Vacuum, Pickup, Swap And Dump, Concrete Washout Bin Includes vacuum the liquid from the full bin and pick up the bin, and recycle all material. An empty bin will be left at the site if the project is not completed.				\$41,627.46
			Installation	Quantity	Unit Price	Factor	=	Total
				26.00	x	1,346.67	x	1.1889 41,627.46
26	01 74 19 00 0032	CY		Trees, Stumps And Brush, Landfill Dump Fee				\$56.43
			Installation	Quantity	Unit Price	Factor	=	Total
				6.00	x	7.91	x	1.1889 56.43

Subtotal for 01 - General Requirements \$250,966.88

02 - Site Work

27	02 41 13 13 0030	SY		>3" To 6" By Machine, Break-up And Remove Welded Wire Reinforced Concrete Paving				\$4,080.30
			Installation	Quantity	Unit Price	Factor	=	Total
				160.00	x	21.45	x	1.1889 4,080.30
28	02 41 19 13 0015	EA		Saw Cut Minimum Charge For projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.				\$24,273.18
			Installation	Quantity	Unit Price	Factor	=	Total
				26.00	x	785.25	x	1.1889 24,273.18
29	02 41 19 13 0041	EA		Drill 2" Diameter Core In >4" To 6" Concrete				\$0.00
			Installation	Quantity	Unit Price	Factor	=	Total
				0.00	x	44.94	x	1.1889 0.00
30	02 41 19 13 0042	EA		Drill 3" Diameter Core In >4" To 6" Concrete				\$0.00
			Installation	Quantity	Unit Price	Factor	=	Total
				0.00	x	54.06	x	1.1889 0.00
31	02 90 20 00 0006	EA		13" - 24" DBH Tree Removal and Place on Right-of-Way				\$0.00
			Installation	Quantity	Unit Price	Factor	=	Total
				0.00	x	243.99	x	1.1889 0.00

Subtotal for 02 - Site Work \$28,353.48

03 - Concrete

32	03 11 13 00 0009	LF		Up To 6" High Slab Edge and Block-Out Wood Formwork				\$5,484.40
			Installation	Quantity	Unit Price	Factor	=	Total
				1,277.84	x	3.61	x	1.1889 5,484.40

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 131013.00**Work Order Title:** UTA - Bus Stops - SGR407**Proposal Name:** UTA - Bus Stops - SRG407**Proposal Value:** \$495,320.96

Sect.	Item	Modifier.	UOM	Description				Line Total
Labor	Equip.	Material	(Excluded if marked with an X)					
03 - Concrete								
33	03 15 16 00 0022	LF		1/2" x 3" Asphalt Saturated Fiber, Premolded Expansion Joint				\$481.89
			Installation	Quantity	Unit Price	Factor		
				261.50 x	1.55 x	1.1889 =		481.89
34	03 31 13 00 0003	SF		4" 3,000 PSI Slab On Grade Concrete Slab Assembly				\$29,454.66
			Installation	Quantity	Unit Price	Factor		
				3,976.68 x	6.23 x	1.1889 =		29,454.66
35	03 31 13 00 0003	0152	MOD	For 4,000 PSI Concrete, Add				\$1,229.25
			Installation	Quantity	Unit Price	Factor		
				3,976.68 x	0.26 x	1.1889 =		1,229.25
36	03 31 13 00 0003	0160		For >2,000 To 5,000, Add				\$1,985.71
			Installation	Quantity	Unit Price	Factor		
				3,976.68 x	0.42 x	1.1889 =		1,985.71
37	03 31 13 00 0005	SF		6" 3,000 PSI Slab On Grade Concrete Slab Assembly				\$10,547.38
			Installation	Quantity	Unit Price	Factor		
				1,133.02 x	7.83 x	1.1889 =		10,547.38
38	03 31 13 00 0005	0152	MOD	For 4,000 PSI Concrete, Add				\$458.00
			Installation	Quantity	Unit Price	Factor		
				1,133.02 x	0.34 x	1.1889 =		458.00
39	03 31 13 00 0005	0159	MOD	For >1,000 To 2,000, Add				\$1,373.99
			Installation	Quantity	Unit Price	Factor		
				1,133.02 x	1.02 x	1.1889 =		1,373.99
40	03 31 13 00 0014	CY		Direct Chute, Place 3,000 PSI Concrete Pile Caps				\$16,670.40
			Installation	Quantity	Unit Price	Factor		
				70.00 x	200.31 x	1.1889 =		16,670.40
41	03 31 13 00 0014	0029	MOD	For 4,000 PSI Concrete, Add				\$1,213.39
			Installation	Quantity	Unit Price	Factor		
				70.00 x	14.58 x	1.1889 =		1,213.39
42	03 31 13 00 0014	0036	MOD	For High Early Strength, Type 3 ASTM C150, Add				\$1,410.63
			Installation	Quantity	Unit Price	Factor		
				70.00 x	16.95 x	1.1889 =		1,410.63
43	03 31 13 00 0014	0037	MOD	For Lightweight Aggregate, ASTM C330, Add				\$4,936.79
			Installation	Quantity	Unit Price	Factor		
				70.00 x	59.32 x	1.1889 =		4,936.79
44	03 31 13 00 0087	CY		Delivery Fee For Small Concrete Purchases (Short Load) Per CY For Each CY Less Than 9 CYThe task quantity is 9 minus the number of CY's delivered. For example, the delivery fee for 2CY's is: (9-2) = 7.				\$2,182.11
			Installation	Quantity	Unit Price	Factor		
				70.00 x	26.22 x	1.1889 =		2,182.11
			Across 26 Sites					
45	03 35 13 00 0004	SF		Broom, Concrete Floor Finish				\$4,791.02
			Installation	Quantity	Unit Price	Factor		
				5,101.00 x	0.79 x	1.1889 =		4,791.02

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 131013.00**Work Order Title:** UTA - Bus Stops - SGR407**Proposal Name:** UTA - Bus Stops - SRG407**Proposal Value:** \$495,320.96

Sect.	Item	Modifer.	UOM	Description				Line Total			
Labor	Equip.	Material	(Excluded if marked with an X)								
03 - Concrete											
46	03 39 13 00 0002		SF	Water Based Curing, Sealing, Hardening And Dustproofing CompoundCoverage rates: rough finish = 300 SF/GAL, broom finish = 300 to 400 SF/GAL, steel troweled = 500 to 600 SF/GAL, and vertical surface = 400 - 500 SF/GAL.				\$1,637.44			
			Installation	Quantity 5,101.00	x	Unit Price 0.27	x	Factor 1.1889 =			
								Total 1,637.44			
Subtotal for 03 - Concrete											
								\$83,857.06			
05 - Metals											
47	05 52 00 00 0000		LFT	UTA - Bus Stop Handrail - Galvanized				\$0.00			
			NPP	Installation	Quantity 0.00	x	Unit Price 256.00	x			
								Factor 1.1889 =			
								Total 0.00			
48	05 75 00 00 0043		SF	0.1382" (10 Gauge) Thick Galvanized Steel Sheet, Installed On Walls				\$0.00			
			Installation	Quantity 0.00	x	Unit Price 14.16	x	Factor 1.1889 =			
								Total 0.00			
Subtotal for 05 - Metals											
								\$0.00			
10 - Specialties											
49	10 00 00 00 0000		EA	UTA - Remove Bus Shelter				\$2,496.69			
			NPP	Installation	Quantity 0.00	x	Unit Price 0.00	x			
				Demolition	2.00	x	1,050.00	x			
								Factor 1.1889 =			
								Total 0.00			
50	10 00 00 00 0006		EA	Eclipse Shelter - 7x12				\$8,165.75			
			NPP	Installation	Quantity 1.00	x	Unit Price 6,868.32	x			
				7x12 Shelter Owner Supplied				Factor 1.1889 =			
								Total 8,165.75			
51	10 00 00 00 0007		EA	Eclipse Shelter - 7x16				\$27,477.89			
			NPP	Installation	Quantity 3.00	x	Unit Price 7,704.01	x			
				7x16 Shelter Owner Supplied				Factor 1.1889 =			
								Total 27,477.89			
52	10 14 53 11 0090		EA	12" x 18" Steel Non-Reflectorized Traffic Sign				\$45.08			
			X	Installation	Quantity 0.00	x	Unit Price 18.96	x			
			X	Demolition	4.00	x	9.48	x			
				Owner Supplied				Factor 1.1889 =			
								Total 0.00			
Subtotal for 10 - Specialties											
								\$38,185.41			
12 - Furnishings											

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 131013.00**Work Order Title:** UTA - Bus Stops - SGR407**Proposal Name:** UTA - Bus Stops - SRG407**Proposal Value:** \$495,320.96

Sect.	Item	Modifer.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

12 - Furnishings

53	12 00 00 00 00000	EA	UTA - Simme Seat				\$856.01
		NPP	Installation	Quantity 2.00	x	Unit Price 360.00	x
			Owner Supplied			Factor 1.1889	=
54	12 00 00 00 00001	EA	UTA - Bus Stop Bench				\$16,638.23
		NPP	Installation	Quantity 22.00	x	Unit Price 636.12	x
			Bench Owner Supplied			Factor 1.1889	=
55	12 00 00 00 00002	EA	UTA - Remove Bus Stop Bench				\$3,031.70
		NPP	Installation	Quantity 0.00	x	Unit Price 0.00	x
			Demolition Owner Supplied	5.00	x	510.00	x
56	12 00 00 00 00003	EA	UTA - Trash Can				\$3,661.81
		NPP	Installation	Quantity 13.00	x	Unit Price 220.00	x
		X	Demolition Owner Supplied	1.00	x	220.00	x
57	12 00 00 00 00004	EA	UTA - Bus Stop Sign				\$5,706.72
		NPP	Installation	Quantity 15.00	x	Unit Price 200.00	x
		X	Demolition Owner Supplied	9.00	x	200.00	x
58	12 00 00 00 00005	EA	UTA - Flag Mount				\$4,042.26
		NPP	Installation	Quantity 17.00	x	Unit Price 200.00	x
			Owner Supplied			Factor 1.1889	=

Subtotal for 12 - Furnishings	\$33,936.73
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31 - Earthwork

59	31 13 13 00 0002	EA	Up To 6" D.B.H. (Diameter At Breast Height) Tree Removal Includes cutting up tree, chipping and loading.				\$459.05
			Installation	Quantity 1.00	x	Unit Price 386.11	x
						Factor 1.1889	=
60	31 13 13 00 0003	EA	>6" To 12" D.B.H. (Diameter At Breast Height) Tree Removal Includes cutting up tree, chipping and loading.				\$0.00
			Installation	Quantity 0.00	x	579.17	x
						Factor 1.1889	=
61	31 13 13 00 00022	EA	Stump Grinding Up To 6" Tree				\$76.18
			Installation	Quantity 1.00	x	64.08	x
						Factor 1.1889	=

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 131013.00**Work Order Title:** UTA - Bus Stops - SGR407**Proposal Name:** UTA - Bus Stops - SRG407**Proposal Value:** \$495,320.96

Sect.	Item	Modifer.	UOM	Description				Line Total
Labor	Equip.	Material	(Excluded if marked with an X)					
31 - Earthwork								
62	31 13 13 00 0023		EA	Stump Grinding >6" To 12" Tree				\$0.00
				Installation	Quantity	Unit Price	Factor	
					0.00	x	1.1889 =	Total 0.00
63	31 13 13 00 0025		EA	Stump Grinding >15" To 18" Tree				\$0.00
				Installation	Quantity	Unit Price	Factor	
					0.00	x	1.1889 =	Total 0.00
64	31 23 16 33 0007		CY	Spreading, Shaping, and Rough Grading Imported or Stockpiled Material for Bulk Excavation by Machine				\$325.40
				Installation	Quantity	Unit Price	Factor	
					70.00	x	1.1889 =	Total 325.40
65	31 23 16 33 0009		CY	Cutting, Shaping and Rough Grading Existing Elevations For Bulk Excavation by Machine				\$626.92
				Installation	Quantity	Unit Price	Factor	
					121.50	x	1.1889 =	Total 626.92
66	31 23 16 33 0016		SY	Finish Grading for Bulk Excavation by Machine				\$81.80
				Installation	Quantity	Unit Price	Factor	
					160.00	x	1.1889 =	Total 81.80
67	31 24 13 00 0020		LF	Finish Grade For Curb And Gutter				\$0.00
				Installation	Quantity	Unit Price	Factor	
					0.00	x	1.1889 =	Total 0.00
68	31 24 13 00 0022		SY	Compaction Of Fill Or Subbase For Roadways, Parking Areas, Landscaping And Embankments By Machine Per Lift				\$35.79
				Installation	Quantity	Unit Price	Factor	
					70.00	x	1.1889 =	Total 35.79
69	31 24 13 00 0022	0131	MOD	For Up To 250, Add				\$32.45
				Installation	Quantity	Unit Price	Factor	
					63.48	x	1.1889 =	Total 32.45
Subtotal for 31 - Earthwork								
\$1,637.59								
32 - Exterior Improvements								
70	32 11 26 19 0002		CY	Bituminous Stabilized Base Course3/4" ASTM C33.				\$6,818.46
				Installation	Quantity	Unit Price	Factor	
					70.00	x	1.1889 =	Total 6,818.46
				UTBC				
71	32 16 13 13 0002		LF	6" x 12" Cast In Place Concrete Gutter With 6" Curb And Face - Straight				\$0.00
				Installation	Quantity	Unit Price	Factor	
					0.00	x	1.1889 =	Total 0.00
				Type R				
72	32 16 13 13 0002	0080		For >20 To 50, Add				\$0.00
				Installation	Quantity	Unit Price	Factor	
					0.00	x	1.1889 =	Total 0.00

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 131013.00**Work Order Title:** UTA - Bus Stops - SGR407**Proposal Name:** UTA - Bus Stops - SRG407**Proposal Value:** \$495,320.96

Sect.	Item	Modifer.	UOM	Description				Line Total			
Labor	Equip.	Material	(Excluded if marked with an X)								
32 - Exterior Improvements											
73	32 16 13 13 0002	0081		For >50 To 100, Add				\$0.00			
				Installation	Quantity	Unit Price	Factor				
					0.00	x	1.1889 =	Total			
74	32 16 13 13 0008		LF	6" x 30" Cast In Place Concrete Gutter With 6" Curb And Face - Straight				\$0.00			
				Installation	Quantity	Unit Price	Factor				
					0.00	x	1.1889 =	Total			
75	32 16 13 13 0008	0081		For >50 To 100, Add				\$0.00			
				Installation	Quantity	Unit Price	Factor				
					0.00	x	1.1889 =	Total			
76	32 16 13 14 0002		EA	Machine Formed Concrete Curb Minimum Set-Up Charge (One Time Per Job)For projects where the total curbing charge is less than the minimum set-up charge, use this task exclusively. This task shall not be used in conjunction with any other tasks in this section.				\$0.00			
				Installation	Quantity	Unit Price	Factor				
					0.00	x	1.1889 =	Total			
77	32 16 13 14 0003		LF	6" x 12" Straight Concrete Curb, Machine Formed				\$1,980.91			
				Installation	Quantity	Unit Price	Factor				
					137.70	x	1.1889 =	Total			
				curb wall				1,980.91			
78	32 16 23 00 0009		LF	For Hand Trowel Finish At Sidewalk Edges (Picture Frame)				\$1,927.43			
				Installation	Quantity	Unit Price	Factor				
					1,228.17	x	1.1889 =	Total			
79	32 17 23 13 0005		LF	Single 8" Wide Solid Line, Epoxy Reflective Pavement Striping				\$0.00			
				Installation	Quantity	Unit Price	Factor				
					0.00	x	1.1889 =	Total			
80	32 17 23 13 0005	0054		For Up To 5,000 LF, Add				\$0.00			
				Installation	Quantity	Unit Price	Factor				
					0.00	x	1.1889 =	Total			
81	32 17 23 13 0089		LF	Painted Curb And Gutter				\$0.00			
				Installation	Quantity	Unit Price	Factor				
					0.00	x	1.1889 =	Total			
82	32 84 23 00 0024		EA	6" Pop-Up Height, 3/4" Inlet, Up To 55' Spacing, Gear-Drive, Rotary Sprinkler Head (Rain Bird® 5006-PLPC)				\$3,795.35			
				Installation	Quantity	Unit Price	Factor				
					50.00	x	1.1889 =	Total			
				Demolition	26.00	x	1.1889 =	3,545.89			
					26.00	x	1.1889 =	249.45			
83	32 84 23 00 0384		LF	3/4" Schedule 80 Polyvinyl Chloride (PVC) Pipe With Fittings				\$879.79			
				Installation	Quantity	Unit Price	Factor				
					200.00	x	1.1889 =	Total			
				Demolition	100.00	x	1.1889 =	779.92			
					100.00	x	1.1889 =	99.87			
84	32 91 13 36 0003		MSF	Rake Topsoil By Hand				\$721.56			
				Installation	Quantity	Unit Price	Factor				
					17.01	x	1.1889 =	Total			
					17.01	x	1.1889 =	721.56			

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 131013.00**Work Order Title:** UTA - Bus Stops - SGR407**Proposal Name:** UTA - Bus Stops - SRG407**Proposal Value:** \$495,320.96

Sect.	Item	Modifer.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

32 - Exterior Improvements

85	32 91 19 13 0009	CY	Spread Topsoil By Hand From Stockpile				\$85.01
			Installation	Quantity	Unit Price	Factor	Total
				2.10	x 34.05	1.1889 =	85.01
86	32 91 19 13 0012	SY	Furnish And Place Imported Screened Topsoil, 4" Deep				\$97.47
			Installation	Quantity	Unit Price	Factor	Total
				18.89	x 4.34	1.1889 =	97.47
87	32 92 23 00 0025	MSF	>1,000 To 4,000 SF, Tall Fescue Sod, Installed On Sloped (>1:6) Ground With Stakes				\$42,077.83
			Installation	Quantity	Unit Price	Factor	Total
				26.00	x 1,361.24	1.1889 =	42,077.83

Subtotal for 32 - Exterior Improvements	\$58,383.81
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33 - Utilities

88	33 05 97 16 0034	EA	Snowplowing Marker, Single Unit				\$0.00
			Installation	Quantity	Unit Price	Factor	Total
				0.00	x 87.16	1.1889 =	0.00

Subtotal for 33 - Utilities	\$0.00
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Proposal Total	\$495,320.96
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This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **14.03%**

1. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

1. Commercial General Liability – Occurrence Form

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

• General Aggregate	\$4,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$2,000,000
a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".	

2. Automobile Liability

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

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

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Railroad Protective Liability Insurance (RRPLI) – Remove this section if not applicable

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

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

6. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. (*NOTE: Projects over \$10,000,000 will require limits of \$2,000,000 per occurrence and \$4,000,000 aggregate; Projects over \$40,000,000 will require limits of \$5,000,000 per occurrence and \$5,000,000 aggregate*)

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

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

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

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

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

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

All certificates and any required endorsements are to be sent to 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 subcontractors. 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



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Services Office
PRESENTER(S): Jared Scarbrough, Director Capital Design and Construction
Landon Dixon, Civil Engineer III

TITLE:

Contract: Bus Stop Flatwork Construction (Landmark Companies, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize Executive Director to execute the purchase order and associated disbursements under a State of Utah contract MA3939 with Landmark Companies, Inc. in the not-to-exceed amount of \$515,115 for Landmark Construction to install 45 ADA compliant bus stop improvements in Weber and Davis Counties.

BACKGROUND:

UTA has received a grant to build bus stops. As part of the planned activities for the year, UTA desires to install the MSP301 project for 45 bus stops which are part of this purchase order. UTA has selected Landmark Companies under State Contract MA3939.

DISCUSSION:

UTA is enhancing Bus Stops with Landmark Construction to construct 45 bus stops in Weber and Davis Counties. UTA enhancements are providing ADA accessible improvements along multiple routes, including concrete bus pads, benches, signs, and other amenities where feasible. The Contract amount has been determined to be within the scope of the State Contract Scope Agreement. The pricing has been determined to be fair and reasonable based on UTA's Independent Cost Estimate.

CONTRACT SUMMARY:

Contractor Name:

Landmark Companies, Inc.

Contract Number:	17275
Base Contract Effective Dates:	August 14, 2024 - March 31, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$515,115
Procurement Method:	State of Utah Contract MA3939
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:

Continue without improving the current bus stops, which currently may not be ADA compliant. Ridership warrants a higher-level amenity then what is currently provided for UTA customers.

FISCAL IMPACT:

MSP301 is dedicated to these specific federally-funded bus stops.

The Purchase Order #17275 for \$515,115 will be funded by the approved 2024 Capital Budget MSP301 of \$802,000.

ATTACHMENTS:

1. Contract/PO#17275

Landmark Companies Inc
1670 S Hwy 165 Suite 101
Providence UT 84332



PURCHASE ORDER NUMBER OG	17275
PO Number Must Appear On All Invoices And Shipments	
VENDOR NUMBER 1500588	PO DATE 5/20/2024
ORDER TAKEN BY Woodward, Vicki	FOB * Woodward, Vicki
BUYER Woodward, Vicki	PAGE NUMBER 1 of 1

SEND INVOICE TO:	SHIP TO:	An Equal Opportunity Employer	ORDER TAKEN BY	FOB
AP@RIDEUTA.COM	ATTENTION: RECEIVING			*
669 W 200 S	3600 S 700 W	801-287-3008	BUYER	PAGE NUMBER
SLC, UT 84101	Salt Lake City UT 84119	www.rideuta.com	Woodward, Vicki	1 of 1
Confirmation: Do not Duplicate Utah Transit Authority Is Tax Exempt			Ship as soon as possible. Early Shipments Allowed Woodward, Vicki	
Total PO Value: 515,115.00				

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00013892	5/20/24	EA	20-2338.63000.11332002	Bus Stop Flatwork Construction	.0000	515,115.00

This Contract/PO is a Not to Exceed Amount of \$515,115.

See the attached Landmark Companies Inc estimates in Exhibit A below of this PO.

See the attached Insurance and Indemnification Requirements on Exhibit B below of this Purchase Order.

See the attached Exhibit C Federal Clauses below of this Purchase Order.

See the attached Exhibit D Davis Bacon Wages in below of this Purchase Order.

Estimated end date is March 31, 2025.

Utah Transit Authority

DocuSigned by:

Date: 7/22/2024


Michael Bell

Signature : 70E33A415BA44F6...

Mike Bell, AAG State of Utah and
UTA Legal Counsel UTA

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

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



Exhibit A

GORDIAN®

Work Order Signature Document

State of Utah ezIQC Contract Number: MA3939

New Work Order

Modify an Existing Work Order

Work Order Number: 129774.00

Work Order Date: 06/26/2024

Work Order Title: UTA - Salt Lake, Davis, Weber Counties - Bus Stops

Owner Name: UTAH - Utah Transit Authority

Contractor Name: Landmark Companies

Contact: Landon Dixon

Contact: Cory Swallow

Phone: 801-725-3516

Phone: 435-757-7016

Email:

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No MA3939.

Brief Work Order Description:

Installation of bus stops.

Time of Performance

See Schedule Section of the Detailed Scope of Work

Liquidated Damages

Will apply:

Will not apply:

Work Order Firm Fixed Price: \$515,115.00

Owner Purchase Order Number: 17275



Detailed Scope of Work

Print Date: June 26, 2024

Work Order Number: 129774.00

Work Order Title: UTA - Salt Lake, Davis, Weber Counties - Bus Stops

Contractor: MA3939 - Landmark Companies

Brief Scope: Installation of bus stops.

To: Cory Swallow
Landmark Companies
729 S Main St
Logan, UT 84321
435-757-7016

From: Landon Dixon
UTAH - Utah Transit Authority
No Data Input
No Data Input,
801-725-3516



Preliminary



Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

MSP-301 Concrete – Bus Stops (45) 1) Salt Lake County (31) 2) Davis County (8) 3) Weber County (6) Scope of Work
 Mobilization - Mobilization of all machinery needed for construction throughout Project. Traffic Control - Temporary traffic safety and controls installed for each spot where construction will be happening with cones. Temp Controls - Honey buckets, concrete washout bins, temporary power for tools, daily site security checks, guards for wet cement at each pour. Surveying - Special surveys and inspections for elevations, slump tests, etc. Demolition - Removal of concrete, curb and gutter, remove signs, remove bus shelter. Excavation - Bringing in road base, compacting. Staging and prepping all flatwork and curb and gutter. Signs - Digging, pouring, and installing No Parking signs, Bus Stop signs. Concrete Flatwork - Prepping, forming, and pouring concrete flatwork. Curb and Gutter - Installing and pouring Curb and Gutter and Curb Walls Saw cuts - Saw cutting for curb and gutter, as well as plunge cuts for curb and gutter removal. Benches/Trash - Installing benches, and trash cans. Landscaping - Landscaping repairs around each construction areas. Includes sod and mulch repair, weed barrier repair.



Contractor's Price Proposal Summary - CSI

Print Date: June 26, 2024

Work Order Number: 129774.00

Work Order Title: UTA - Salt Lake, Davis, Weber Counties - Bus Stops

Contractor: MA3939 - Landmark Companies

Proposal Value: \$515,115.00

Proposal Name: UTA - Salt Lake, Davis, Weber Counties - Bus Stops

01 - General Requirements	\$375,297.86
02 - Site Work	\$19,605.26
03 - Concrete	\$61,976.95
05 - Metals	\$0.00
10 - Specialties	\$991.83
12 - Furnishings	\$23,573.94
31 - Earthwork	\$1,105.21
32 - Exterior Improvements	\$32,563.95
33 - Utilities	\$0.00
Proposal Total	\$515,115.00

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.



Contractor's Price Proposal Detail - CSI

Print Date: June 26, 2024
Work Order Number: 129774.00
Work Order Title: UTA - Salt Lake, Davis, Weber Counties - Bus Stops
Contractor: MA3939 - Landmark Companies
Proposal Name: UTA - Salt Lake, Davis, Weber Counties - Bus Stops
Proposal Value: \$515,115.00

Sect.	Item	Modifer.	UOM	Description				Line Total
Labor	Equip.	Material	(Excluded if marked with an X)					
01 - General Requirements								
1	01 00 00 00 0000		ea	Project Discount				-\$36,596.90
		NPP	Installation	Quantity	Unit Price	Factor	Total	
				365.97	x	1.0000	=	-36,596.90
2	01 22 20 00 0006	HR		CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.				\$36,921.77
			Installation	Quantity	Unit Price	Factor	Total	
				540.00	x	1.1889	=	36,921.77
				3 guys 4 hrs 45 locations				
3	01 22 20 00 0008	HR		Cement MasonFor tasks not included in the Construction Task Catalog® and as directed by owner only.				\$45,017.46
			Installation	Quantity	Unit Price	Factor	Total	
				720.00	x	1.1889	=	45,017.46
				4 guys 4 hrs 45 locations				
4	01 22 20 00 0015	HR		LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.				\$9,381.85
			Installation	Quantity	Unit Price	Factor	Total	
				180.00	x	1.1889	=	9,381.85
				2 guys 2 hrs 45 locations				
5	01 22 20 00 0019	HR		Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.				\$0.00
			Installation	Quantity	Unit Price	Factor	Total	
				0.00	x	1.1889	=	0.00
6	01 22 20 00 0045	HR		Surveyor (Instrument person)				\$4,935.96
			Installation	Quantity	Unit Price	Factor	Total	
				90.00	x	1.1889	=	4,935.96
				2 hrs 45 locations				
7	01 22 20 00 0046	HR		Surveyor (Rod Person)				\$4,078.88
			Installation	Quantity	Unit Price	Factor	Total	
				90.00	x	1.1889	=	4,078.88
				2 hrs 45 locations				
8	01 22 20 00 0068	HR		Flagperson For Traffic Control				\$5,212.14
			Installation	Quantity	Unit Price	Factor	Total	
				100.00	x	1.1889	=	5,212.14
9	01 22 23 00 0393	WK		24" Compaction Wheel Attachment For Hydraulic Excavators				\$18,179.95
			Installation	Quantity	Unit Price	Factor	Total	
				20.00	x	1.1889	=	18,179.95
10	01 22 23 00 0406	WK		3,500 LB Mini-Excavator With Full-Time Operator				\$99,915.85
			Installation	Quantity	Unit Price	Factor	Total	
				26.00	x	1.1889	=	99,915.85

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 129774.00**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops**Proposal Value:** \$515,115.00

Sect.	Item	Modifier.	UOM	Description				Line Total
Labor	Equip.	Material	(Excluded if marked with an X)					
01 - General Requirements								
11	01 22 23 00 0679	WK		20 KW, 60 Hertz Towable Diesel Powered Generator Set	Fuel consumption: 100% load – 1.6 gallons per hour, 75% load - 1.3 gallons per hour, 50% load - 0.9 gallons per hour.			\$18,519.95
			Installation	Quantity 26.00	x	Unit Price 599.13	x	Factor 1.1889 = Total 18,519.95
12	01 45 23 00 0003	EA		Prepare 6 x 12 Concrete Cylinder And Deliver To Lab				\$836.75
			Installation	Quantity 45.00	x	Unit Price 15.64	x	Factor 1.1889 = Total 836.75
			45 locations					
13	01 45 23 00 0005	EA		Concrete Cores Compression Test, ASTM C-42				\$7,707.82
			Installation	Quantity 45.00	x	Unit Price 144.07	x	Factor 1.1889 = Total 7,707.82
			45 locations					
14	01 45 23 00 0007	EA		Unit Weight Of Concrete Cylinder, ASTM C-567				\$4,150.57
			Installation	Quantity 45.00	x	Unit Price 77.58	x	Factor 1.1889 = Total 4,150.57
			45 locations					
15	01 45 23 00 0008	EA		Concrete Mix Design Review				\$1,001.39
			Installation	Quantity 2.00	x	Unit Price 421.14	x	Factor 1.1889 = Total 1,001.39
16	01 45 23 00 0012	EA		Concrete Slump Test, ASTM C143				\$2,964.46
			Installation	Quantity 45.00	x	Unit Price 55.41	x	Factor 1.1889 = Total 2,964.46
			45 locations					
17	01 45 23 00 0013	EA		Concrete Air Content Test, ASTM C138, ASTM C173, Or ASTM C231				\$2,964.46
			Installation	Quantity 45.00	x	Unit Price 55.41	x	Factor 1.1889 = Total 2,964.46
			45 locations					
18	01 52 19 00 0002	WK		Portable Chemical Toilet				\$1,545.57
			Installation	Quantity 26.00	x	Unit Price 50.00	x	Factor 1.1889 = Total 1,545.57
19	01 55 26 00 0022	CLF		4" Exterior Vinyl Tape (Warning Tape)				\$1,035.77
			Installation	Quantity 45.00	x	Unit Price 19.36	x	Factor 1.1889 = Total 1,035.77
20	01 55 26 00 0120	EA		Placement And Removal Of Up To 250 Cones By Hand From Roadside				\$690.16
			Installation	Quantity 450.00	x	Unit Price 1.29	x	Factor 1.1889 = Total 690.16

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 129774.00**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops**Proposal Value:** \$515,115.00

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

01 - General Requirements

21	01 71 13 00 0002	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.				\$16,055.50								
			<table> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>Factor</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>45.00</td> <td>x 300.10</td> <td>1.1889 =</td> <td>16,055.50</td> </tr> </tbody> </table>				Quantity	Unit Price	Factor	Total	45.00	x 300.10	1.1889 =	16,055.50	
Quantity	Unit Price	Factor	Total												
45.00	x 300.10	1.1889 =	16,055.50												
			45 locations												
22	01 74 13 00 0003	CY	Collect Existing Debris And Load Into Truck Or DumpsterPer CY of debris removed.				\$706.74								
			<table> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>Factor</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>45.00</td> <td>x 13.21</td> <td>1.1889 =</td> <td>706.74</td> </tr> </tbody> </table>				Quantity	Unit Price	Factor	Total	45.00	x 13.21	1.1889 =	706.74	
Quantity	Unit Price	Factor	Total												
45.00	x 13.21	1.1889 =	706.74												
23	01 74 19 00 0012	EA	6 CY Dumpster "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.				\$55,896.11								
			<table> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>Factor</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>122.12</td> <td>x 384.99</td> <td>1.1889 =</td> <td>55,896.11</td> </tr> </tbody> </table>				Quantity	Unit Price	Factor	Total	122.12	x 384.99	1.1889 =	55,896.11	
Quantity	Unit Price	Factor	Total												
122.12	x 384.99	1.1889 =	55,896.11												
			45 locations												
24	01 74 19 00 0019	MO	Rampless Concrete Washout BinIncludes delivery.				\$2,128.13								
			<table> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>Factor</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>4.00</td> <td>x 447.50</td> <td>1.1889 =</td> <td>2,128.13</td> </tr> </tbody> </table>				Quantity	Unit Price	Factor	Total	4.00	x 447.50	1.1889 =	2,128.13	
Quantity	Unit Price	Factor	Total												
4.00	x 447.50	1.1889 =	2,128.13												
25	01 74 19 00 0022	EA	Vacuum, Pickup, Swap And Dump, Concrete Washout BinIncludes vacuum the liquid from the full bin and pick up the bin, and recycle all material. An empty bin will be left at the site if the project is not completed.				\$72,047.52								
			<table> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>Factor</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>45.00</td> <td>x 1,346.67</td> <td>1.1889 =</td> <td>72,047.52</td> </tr> </tbody> </table>				Quantity	Unit Price	Factor	Total	45.00	x 1,346.67	1.1889 =	72,047.52	
Quantity	Unit Price	Factor	Total												
45.00	x 1,346.67	1.1889 =	72,047.52												
26	01 74 19 00 0032	CY	Trees, Stumps And Brush, Landfill Dump Fee				\$0.00								
			<table> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>Factor</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>0.00</td> <td>x 7.91</td> <td>1.1889 =</td> <td>0.00</td> </tr> </tbody> </table>				Quantity	Unit Price	Factor	Total	0.00	x 7.91	1.1889 =	0.00	
Quantity	Unit Price	Factor	Total												
0.00	x 7.91	1.1889 =	0.00												

Subtotal for 01 - General Requirements **\$375,297.86**

02 - Site Work

27	02 41 13 13 0030	SY	>3" To 6" By Machine, Break-up And Remove Welded Wire Reinforced Concrete Paving				\$0.00								
			<table> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>Factor</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>0.00</td> <td>x 21.45</td> <td>1.1889 =</td> <td>0.00</td> </tr> </tbody> </table>				Quantity	Unit Price	Factor	Total	0.00	x 21.45	1.1889 =	0.00	
Quantity	Unit Price	Factor	Total												
0.00	x 21.45	1.1889 =	0.00												
28	02 41 19 13 0015	EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.				\$19,605.26								
			<table> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>Factor</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>21.00</td> <td>x 785.25</td> <td>1.1889 =</td> <td>19,605.26</td> </tr> </tbody> </table>				Quantity	Unit Price	Factor	Total	21.00	x 785.25	1.1889 =	19,605.26	
Quantity	Unit Price	Factor	Total												
21.00	x 785.25	1.1889 =	19,605.26												
			21 Locations												
29	02 41 19 13 0041	EA	Drill 2" Diameter Core In >4" To 6" Concrete				\$0.00								
			<table> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>Factor</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>0.00</td> <td>x 44.94</td> <td>1.1889 =</td> <td>0.00</td> </tr> </tbody> </table>				Quantity	Unit Price	Factor	Total	0.00	x 44.94	1.1889 =	0.00	
Quantity	Unit Price	Factor	Total												
0.00	x 44.94	1.1889 =	0.00												

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 129774.00**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops**Proposal Value:** \$515,115.00

Sect.	Item	Modifer.	UOM	Description				Line Total
Labor	Equip.	Material	(Excluded if marked with an X)					
02 - Site Work								
30	02 41 19 13 0042		EA	Drill 3" Diameter Core In >4" To 6" Concrete				\$0.00
				Installation	Quantity	Unit Price	Factor	Total
					0.00	x	54.06	0.00
							1.1889	=
31	02 90 20 00 0006		EA	13" - 24" DBH Tree Removal and Place on Right-of-Way				\$0.00
				Installation	Quantity	Unit Price	Factor	Total
					0.00	x	243.99	0.00
							1.1889	=
Subtotal for 02 - Site Work								
								\$19,605.26
03 - Concrete								
32	03 11 13 00 0009		LF	Up To 6" High Slab Edge and Block-Out Wood Formwork				\$4,208.67
				Installation	Quantity	Unit Price	Factor	Total
					980.60	x	3.61	4,208.67
							1.1889	=
33	03 15 16 00 0022		LF	1/2" x 3" Asphalt Saturated Fiber, Premolded Expansion Joint				\$810.83
				Installation	Quantity	Unit Price	Factor	Total
					440.00	x	1.55	810.83
							1.1889	=
34	03 31 13 00 0003		SF	4" 3,000 PSI Slab On Grade Concrete Slab Assembly				\$28,125.65
				Installation	Quantity	Unit Price	Factor	Total
					3,797.25	x	6.23	28,125.65
							1.1889	=
35	03 31 13 00 0003	0152	MOD	For 4,000 PSI Concrete, Add				\$1,173.78
				Installation	Quantity	Unit Price	Factor	Total
					3,797.25	x	0.26	1,173.78
							1.1889	=
36	03 31 13 00 0003	0160		For >2,000 To 5,000, Add				\$1,896.11
				Installation	Quantity	Unit Price	Factor	Total
					3,797.25	x	0.42	1,896.11
							1.1889	=
37	03 31 13 00 0005		SF	6" 3,000 PSI Slab On Grade Concrete Slab Assembly				\$0.00
				Installation	Quantity	Unit Price	Factor	Total
					0.00	x	7.83	0.00
							1.1889	=
38	03 31 13 00 0005	0152	MOD	For 4,000 PSI Concrete, Add				\$458.00
				Installation	Quantity	Unit Price	Factor	Total
					1,133.02	x	0.34	458.00
							1.1889	=
39	03 31 13 00 0005	0159	MOD	For >1,000 To 2,000, Add				\$1,373.99
				Installation	Quantity	Unit Price	Factor	Total
					1,133.02	x	1.02	1,373.99
							1.1889	=
40	03 31 13 00 0014		CY	Direct Chute, Place 3,000 PSI Concrete Pile Caps				\$11,878.85
				Installation	Quantity	Unit Price	Factor	Total
					49.88	x	200.31	11,878.85
							1.1889	=
41	03 31 13 00 0014	0029	MOD	For 4,000 PSI Concrete, Add				\$864.63
				Installation	Quantity	Unit Price	Factor	Total
					49.88	x	14.58	864.63
							1.1889	=

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 129774.00**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops**Proposal Value:** \$515,115.00

Sect.	Item	Modifer.	UOM	Description				Line Total
Labor	Equip.	Material	(Excluded if marked with an X)					
03 - Concrete								
42	03 31 13 00 0014	0036	MOD	For High Early Strength, Type 3 ASTM C150, Add				\$1,005.17
				Installation	Quantity	Unit Price	Factor	Total
					49.88	x	1.1889 =	1,005.17
43	03 31 13 00 0014	0037	MOD	For Lightweight Aggregate, ASTM C330, Add				\$3,517.81
				Installation	Quantity	Unit Price	Factor	Total
					49.88	x	1.1889 =	3,517.81
44	03 31 13 00 0014	0039	MOD	For >20 To 50, Add				\$273.98
				Installation	Quantity	Unit Price	Factor	Total
					49.88	x	1.1889 =	273.98
45	03 31 13 00 0087		CY	Delivery Fee For Small Concrete Purchases (Short Load) Per CY For Each CY Less Than 9 CYThe task quantity is 9 minus the number of CY's delivered. For example, the delivery fee for 2CY's is: (9-2) = 7.				\$1,554.91
				Installation	Quantity	Unit Price	Factor	Total
					49.88	x	1.1889 =	1,554.91
	Across 45 Sites							
46	03 35 13 00 0004		SF	Broom, Concrete Floor Finish				\$3,603.12
				Installation	Quantity	Unit Price	Factor	Total
					3,836.25	x	1.1889 =	3,603.12
47	03 39 13 00 0002		SF	Water Based Curing, Sealing, Hardening And Dustproofing CompoundCoverage rates: rough finish = 300 SF/GAL, broom finish = 300 to 400 SF/GAL, steel troweled = 500 to 600 SF/GAL, and vertical surface = 400 - 500 SF/GAL.				\$1,231.45
				Installation	Quantity	Unit Price	Factor	Total
					3,836.25	x	1.1889 =	1,231.45
Subtotal for 03 - Concrete								
\$61,976.95								
05 - Metals								
48	05 52 00 00 0000		LFT	UTA - Bus Stop Handrail - Galvanized				\$0.00
			NPP	Installation	Quantity	Unit Price	Factor	Total
					0.00	x	1.1889 =	0.00
	Galvanized Handrail							
49	05 75 00 00 0043		SF	0.1382" (10 Gauge) Thick Galvanized Steel Sheet, Installed On Walls				\$0.00
				Installation	Quantity	Unit Price	Factor	Total
					0.00	x	1.1889 =	0.00
Subtotal for 05 - Metals								
\$0.00								
10 - Specialties								
50	10 00 00 00 0000		EA	UTA - Remove Bus Shelter				\$0.00
			NPP	Installation	Quantity	Unit Price	Factor	Total
					0.00	x	1.1889 =	0.00

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 129774.00**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops**Proposal Value:** \$515,115.00

Sect.	Item	Modifer.	UOM	Description	Line Total
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Labor	Equip.	Material	(Excluded if marked with an X)		
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10 - Specialties

51	10 00 00 00 00006	EA	Eclipse Shelter - 7x12				\$0.00							
		NPP	Installation	Quantity	0.00	x	Unit Price	6,868.32	x	Factor	1.1889	=	Total	0.00
			7x12 Shelter Owner Supplied											
52	10 00 00 00 00007	EA	Eclipse Shelter - 7x16				\$0.00							
		NPP	Installation	Quantity	0.00	x	Unit Price	7,704.01	x	Factor	1.1889	=	Total	0.00
			7x16 Shelter Owner Supplied											
53	10 14 53 11 0090	EA	12" x 18" Steel Non-Reflectorized Traffic Sign				\$991.83							
		X	Installation	Quantity	44.00	x	Unit Price	18.96	x	Factor	1.1889	=	Total	991.83
			Owner Supplied											

Subtotal for 10 - Specialties**\$991.83****12 - Furnishings**

54	12 00 00 00 00000	EA	UTA - Simme Seat				\$7,704.07							
		NPP	Installation	Quantity	18.00	x	Unit Price	360.00	x	Factor	1.1889	=	Total	7,704.07
			Owner Supplied											
55	12 00 00 00 00001	EA	UTA - Bus Stop Bench				\$2,268.85							
		NPP	Installation	Quantity	3.00	x	Unit Price	636.12	x	Factor	1.1889	=	Total	2,268.85
			Bench Owner Supplied											
56	12 00 00 00 00002	EA	UTA - Remove Bus Stop Bench				\$0.00							
		NPP	Installation	Quantity	0.00	x	Unit Price	0.00	x	Factor	1.1889	=	Total	0.00
			Owner Supplied											
57	12 00 00 00 00003	EA	UTA - Trash Can				\$3,138.70							
		NPP	Installation	Quantity	12.00	x	Unit Price	220.00	x	Factor	1.1889	=	Total	3,138.70
			Owner Supplied											
58	12 00 00 00 00004	EA	UTA - Bus Stop Sign				\$10,462.32							
		NPP	Installation	Quantity	44.00	x	Unit Price	200.00	x	Factor	1.1889	=	Total	10,462.32
			Owner Supplied											
59	12 00 00 00 00005	EA	UTA - Flag Mount				\$0.00							
		NPP	Installation	Quantity	0.00	x	Unit Price	200.00	x	Factor	1.1889	=	Total	0.00
			Owner Supplied											

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 129774.00**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops**Proposal Value:** \$515,115.00

Sect.	Item	Modifer.	UOM	Description	Line Total
Labor	Equip.	Material		(Excluded if marked with an X)	

Subtotal for 12 - Furnishings \$23,573.94**31 - Earthwork**

60	31 13 13 00 0002	EA	Up To 6" D.B.H. (Diameter At Breast Height) Tree Removal	Includes cutting up tree, chipping and loading.	\$0.00
			Installation	Quantity 0.00 x Unit Price 386.11 x Factor 1.1889 =	Total 0.00
61	31 13 13 00 0003	EA	>6" To 12" D.B.H. (Diameter At Breast Height) Tree Removal	Includes cutting up tree, chipping and loading.	\$0.00
			Installation	Quantity 0.00 x Unit Price 579.17 x Factor 1.1889 =	Total 0.00
62	31 13 13 00 0022	EA	Stump Grinding Up To 6" Tree		\$0.00
			Installation	Quantity 0.00 x Unit Price 64.08 x Factor 1.1889 =	Total 0.00
63	31 13 13 00 0023	EA	Stump Grinding >6" To 12" Tree		\$0.00
			Installation	Quantity 0.00 x Unit Price 80.11 x Factor 1.1889 =	Total 0.00
64	31 13 13 00 0025	EA	Stump Grinding >15" To 18" Tree		\$0.00
			Installation	Quantity 0.00 x Unit Price 106.81 x Factor 1.1889 =	Total 0.00
65	31 23 16 33 0007	CY	Spreading, Shaping, and Rough Grading Imported or Stockpiled Material for Bulk Excavation by Machine		\$223.13
			Installation	Quantity 48.00 x Unit Price 3.91 x Factor 1.1889 =	Total 223.13
66	31 23 16 33 0009	CY	Cutting, Shaping and Rough Grading Existing Elevations For Bulk Excavation by Machine		\$372.08
			Installation	Quantity 72.11 x Unit Price 4.34 x Factor 1.1889 =	Total 372.08
67	31 23 16 33 0016	SY	Finish Grading for Bulk Excavation by Machine		\$217.91
			Installation	Quantity 426.25 x Unit Price 0.43 x Factor 1.1889 =	Total 217.91
68	31 24 13 00 0020	LF	Finish Grade For Curb And Gutter		\$41.73
			Installation	Quantity 39.00 x Unit Price 0.90 x Factor 1.1889 =	Total 41.73
69	31 24 13 00 0022	SY	Compaction Of Fill Or Subbase For Roadways, Parking Areas, Landscaping And Embankments By Machine Per Lift		\$217.91
			Installation	Quantity 426.25 x Unit Price 0.43 x Factor 1.1889 =	Total 217.91
70	31 24 13 00 0022 0131	MOD	For Up To 250, Add		\$32.45
			Installation	Quantity 63.48 x Unit Price 0.43 x Factor 1.1889 =	Total 32.45

Subtotal for 31 - Earthwork \$1,105.21**32 - Exterior Improvements**

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 129774.00**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops**Proposal Value:** \$515,115.00

Sect.	Item	Modifer.	UOM	Description				Line Total
Labor	Equip.	Material	(Excluded if marked with an X)					
32 - Exterior Improvements								
71	32 11 26 19 0002		CY	Bituminous Stabilized Base Course3/4" ASTM C33.				\$4,753.44
				Installation	Quantity	Unit Price	Factor	Total
					48.80	x	1.1889 =	4,753.44
				UTBC				
72	32 16 13 13 0008		LF	6" x 30" Cast In Place Concrete Gutter With 6" Curb And Face - Straight				\$1,636.30
				Installation	Quantity	Unit Price	Factor	Total
					39.00	x	1.1889 =	1,636.29
73	32 16 13 13 0008	0081		For >50 To 100, Add				\$0.00
				Installation	Quantity	Unit Price	Factor	Total
					0.00	x	1.1889 =	0.00
74	32 16 13 14 0002		EA	Machine Formed Concrete Curb Minimum Set-Up Charge (One Time Per Job)For projects where the total curbing charge is less than the minimum set-up charge, use this task exclusively. This task shall not be used in conjunction with any other tasks in this section.				\$2,293.06
				Installation	Quantity	Unit Price	Factor	Total
					2.00	x	964.36 =	2,293.06
				2 Locations				
75	32 16 13 14 0003		LF	6" x 12" Straight Concrete Curb, Machine Formed				\$0.00
				Installation	Quantity	Unit Price	Factor	Total
					0.00	x	12.10 =	0.00
				curb wall				
76	32 16 23 00 0009		LF	For Hand Trowel Finish At Sidewalk Edges (Picture Frame)				\$1,538.90
				Installation	Quantity	Unit Price	Factor	Total
					980.60	x	1.1889 =	1,538.90
77	32 17 23 13 0005		LF	Single 8" Wide Solid Line, Epoxy Reflective Pavement Striping				\$0.00
				Installation	Quantity	Unit Price	Factor	Total
					0.00	x	1.1889 =	0.00
78	32 17 23 13 0005	0054		For Up To 5,000 LF, Add				\$0.00
				Installation	Quantity	Unit Price	Factor	Total
					0.00	x	0.23 =	0.00
79	32 17 23 13 0089		LF	Painted Curb And Gutter				\$0.00
				Installation	Quantity	Unit Price	Factor	Total
					0.00	x	3.77 =	0.00
80	32 84 23 00 0024		EA	6" Pop-Up Height, 3/4" Inlet, Up To 55' Spacing, Gear-Drive, Rotary Sprinkler Head (Rain Bird® 5006-PLPC)				\$6,814.36
				Installation	Quantity	Unit Price	Factor	Total
					90.00	x	59.65 =	6,382.61
				Demolition	Quantity	Unit Price	Factor	Total
					45.00	x	8.07 =	431.75
81	32 84 23 00 0384		LF	3/4" Schedule 80 Polyvinyl Chloride (PVC) Pipe With Fittings				\$1,583.61
				Installation	Quantity	Unit Price	Factor	Total
					360.00	x	3.28 =	1,403.85
				Demolition	Quantity	Unit Price	Factor	Total
					180.00	x	0.84 =	179.76
				45 Locations				

Contractor's Price Proposal - Detail Continues..**Work Order Number:** 129774.00**Work Order Title:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops**Proposal Name:** UTA - Salt Lake, Davis, Weber Counties - Bus Stops**Proposal Value:** \$515,115.00

Sect.	Item	Modifier.	UOM	Description				Line Total			
Labor	Equip.	Material	(Excluded if marked with an X)								
32 - Exterior Improvements											
82	32 91 13 36 0003		MSF	Rake Topsoil By Hand				\$305.42			
					Quantity	Unit Price	Factor				
					Installation	35.68	1.1889	=			
					7.20	x		305.42			
83	32 91 19 13 0009		CY	Spread Topsoil By Hand From Stockpile				\$273.25			
					Quantity	Unit Price	Factor				
					Installation	34.05	1.1889	=			
					6.75	x		273.25			
84	32 91 19 13 0012		SY	Furnish And Place Imported Screened Topsoil, 4" Deep				\$412.84			
					Quantity	Unit Price	Factor				
					Installation	4.34	1.1889	=			
					80.01	x		412.84			
85	32 92 23 00 0020		MSF	Up To 1,000 SF, Tall Fescue Sod, Installed On Level Ground				\$12,952.77			
					Quantity	Unit Price	Factor				
					Installation	1,513.16	1.1889	=			
					7.20	x		12,952.77			

Subtotal for 32 - Exterior Improvements **\$32,563.95**

33 - Utilities								
86	33 05 97 16 0034		EA	Snowplowing Marker, Single Unit				\$0.00
					Quantity	Unit Price	Factor	
					Installation	87.16	1.1889	=
					0.00	x		0.00

Subtotal for 33 - Utilities **\$0.00**

Proposal Total **\$515,115.00**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Exhibit B

1. **INSURANCE REQUIREMENTS**

Standard Insurance Requirements

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

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

1. Commercial General Liability – Occurrence Form

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

• General Aggregate	\$4,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$2,000,000
a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".	

2. Automobile Liability

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

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

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Railroad Protective Liability Insurance (RRPLI) – Remove this section if not applicable

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

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

6. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. (*NOTE: Projects over \$10,000,000 will require limits of \$2,000,000 per occurrence and \$4,000,000 aggregate; Projects over \$40,000,000 will require limits of \$5,000,000 per occurrence and \$5,000,000 aggregate*)

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

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

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

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

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

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

All certificates and any required endorsements are to be sent to 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 subcontractors. 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

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

BOND REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damage(s) 145

occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.
- b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or

proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the

Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13)).

SOLID WASTES (RECOVERED MATERIALS)

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SPECIAL DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

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

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

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

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the def-

In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS HIRING PREFERENCE

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

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

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

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date _____ / _____ / _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.,

Certification

Contractor: _____

Signature of Authorized Official: _____ Date _____ / _____ / _____

Name and Title of Contractor's Authorized Official: _____

BUY AMERICA CERTIFICATION STEEL OR MANUFACTURED PRODUCTS

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company _____
Name _____ Title _____
Signature _____ Date _____

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____
Name _____ Title _____
Signature _____ Date _____

"General Decision Number: UT20240095 01/05/2024

Superseded General Decision Number: UT20230095

State: Utah

Construction Type: Heavy

HEAVY CONSTRUCTION PROJECTS

County: Weber County in Utah.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered . Executive Order 14026
into on or after January 30, generally applies to the
2022, or the contract is contract.
renewed or extended (e.g., an . The contractor must pay
option is exercised) on or all covered workers at
after January 30, 2022: least \$17.20 per hour (or
the applicable wage rate
listed on this wage
determination, if it is
higher) for all hours
spent performing on the
contract in 2024.
If the contract was awarded on . Executive Order 13658
or between January 1, 2015 and generally applies to the
January 29, 2022, and the contract.
contract is not renewed or . The contractor must pay all
extended on or after January covered workers at least
30, 2022: \$12.90 per hour (or the
applicable wage rate listed
on this wage determination,
if it is higher) for all
hours spent performing on
that contract in 2024.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

ELEC0354-005 06/01/2023

Rates Fringes

ELECTRICIAN.....\$ 39.00 1.3%+16.55

ENGI0003-034 07/01/2020

Rates Fringes

POWER EQUIPMENT OPERATOR
(Mechanic).....\$ 33.04 16.09

LABO0295-002 07/01/2019

Rates Fringes

TRAFFIC CONTROL (Flagger).....\$ 23.71 9.78

TEAM0222-004 07/01/2023

Rates Fringes

TRUCK DRIVER (Dump Truck).....\$ 28.17 13.99

SUUT2018-006 05/07/2020

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 19.69 1.17

LABORER: Common or General.....\$ 20.39 3.29

LABORER: Pipelayer.....\$ 16.00 ** 3.98

OPERATOR:
Backhoe/Excavator/Trackhoe.....\$ 24.00 4.22

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....\$ 25.29 0.00

OPERATOR: Loader.....\$ 24.00 4.22

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION"

"General Decision Number: UT20240097 04/12/2024

Superseded General Decision Number: UT20230097

State: Utah

Construction Type: Heavy

HEAVY CONSTRUCTION PROJECTS

Counties: Salt Lake and Tooele Counties in Utah.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered . Executive Order 14026
into on or after January 30, generally applies to the
2022, or the contract is contract.
renewed or extended (e.g., an . The contractor must pay
option is exercised) on or all covered workers at
after January 30, 2022: least \$17.20 per hour (or
the applicable wage rate
listed on this wage
determination, if it is
higher) for all hours
spent performing on the
contract in 2024.
If the contract was awarded on . Executive Order 13658
or between January 1, 2015 and generally applies to the
January 29, 2022, and the contract.
contract is not renewed or . The contractor must pay all
extended on or after January covered workers at least
30, 2022: \$12.90 per hour (or the
applicable wage rate listed
on this wage determination,
if it is higher) for all
hours spent performing on
that contract in 2024.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0	01/05/2024
1	04/12/2024

* ELEC0057-001 03/01/2024

Rates Fringes

LINE CONSTRUCTION (Lineman).....\$ 56.57 8.35%+15.80

ELEC0354-005 06/01/2023

Rates Fringes

ELECTRICIAN.....\$ 39.00 1.3%+16.55

ENGI0003-034 07/01/2020

Rates Fringes

POWER EQUIPMENT OPERATOR
(Mechanic).....\$ 33.04 16.09

ENGI0003-035 07/01/2022

Rates Fringes

POWER EQUIPMENT OPERATOR
(LOADER).....\$ 31.99 17.64

LABO0295-001 07/01/2019

Rates Fringes

LABORER (Landscape).....\$ 23.97 9.70

LABO0295-002 07/01/2019

Rates Fringes

TRAFFIC CONTROL (Flagger).....\$ 23.71 9.78

TEAM0222-004 07/01/2023

Rates Fringes

TRUCK DRIVER (Dump Truck).....\$ 28.17 13.99

SUUT2018-008 05/07/2020

Rates Fringes

CARPENTER (Form Work Only).....	\$ 24.61	8.45
CEMENT MASON/CONCRETE FINISHER...	\$ 20.70	1.21
LABORER: Common or General.....	\$ 18.33	6.70
LABORER: Pipelayer.....	\$ 18.47	9.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 23.40	16.96
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 25.29	0.00

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

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

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Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

END OF GENERAL DECISION"

"General Decision Number: UT20240091 01/05/2024

Superseded General Decision Number: UT20230091

State: Utah

Construction Type: Heavy

HEAVY CONSTRUCTION PROJECTS

County: Davis County in Utah.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered . Executive Order 14026
into on or after January 30, generally applies to the
2022, or the contract is contract.
renewed or extended (e.g., an . The contractor must pay
option is exercised) on or all covered workers at
after January 30, 2022: least \$17.20 per hour (or
the applicable wage rate
listed on this wage
determination, if it is
higher) for all hours
spent performing on the
contract in 2024.
If the contract was awarded on . Executive Order 13658
or between January 1, 2015 and generally applies to the
January 29, 2022, and the contract.
contract is not renewed or . The contractor must pay all
extended on or after January covered workers at least
30, 2022: \$12.90 per hour (or the
applicable wage rate listed
on this wage determination,
if it is higher) for all
hours spent performing on
that contract in 2024.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

ELEC0354-005 06/01/2023

Rates Fringes

ELECTRICIAN.....\$ 39.00 1.3%+16.55

ENGI0003-034 07/01/2020

Rates Fringes

POWER EQUIPMENT OPERATOR
(Mechanic).....\$ 33.04 16.09

LABO0295-002 07/01/2019

Rates Fringes

TRAFFIC CONTROL (Flagger).....\$ 23.71 9.78

TEAM0222-004 07/01/2023

Rates Fringes

TRUCK DRIVER (Dump Truck).....\$ 28.17 13.99

SUUT2018-002 05/07/2020

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 19.69 1.17

LABORER: Common or General.....\$ 19.44 4.31

LABORER: Pipelayer.....\$ 14.68 ** 1.96

OPERATOR:
Backhoe/Excavator/Trackhoe.....\$ 24.61 5.17

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....\$ 25.29 0.00

OPERATOR: Loader.....\$ 23.86 5.75

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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200 Constitution Avenue, N.W.
Washington, DC 20210

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

END OF GENERAL DECISION"



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Hal Johnson, Director of Innovative Mobility Solutions
Shaina Quinn, IMS Program Manager

TITLE:

Contract: Master Pool Service Agreement for Supplemental Services Pilot (Western Trails, Charters and Tours, DBA Salt Lake Express)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the master pool service agreement (MSA), and associated disbursements, for the Supplemental Services Pilot with Western Trails, Charters & Tours, DBA Salt Lake Express (Salt Lake Express), in the pool not-to-exceed amount of \$30M over 5 years.

BACKGROUND:

UTA desires to contract with innovative private transportation companies to provide supplemental bus services as needed under an MSA. As issued on May 3, 2024, and as procured through a Request for Proposals (RFP) #24-038431PP for a Supplemental Services Pilot, two contractors were selected by UTA's evaluation committee for this pool of services, including Salt Lake Express

DISCUSSION:

The contractors will operate independently from UTA but with UTA's oversight, using key performance indicators such as safety, ridership, cost efficiency, and service quality. The contractors are required to comply with all laws and regulations that apply to private transportation companies when sponsored by the public sector.

For purposes of these agreements, the term "service" refers to supplemental services such as seasonal services, event services, and planned State of Good Repair support services. UTA will utilize the supplemental services contracts when needed without interrupting baseline service and straining the operational resources

required to deliver those core services to the community. This will ensure UTA's operational resources are prioritized to baseline services in the 5-year service plan.

CONTRACT SUMMARY:

Contractor Name:	Western Trails, Charters & Tours, DBA Salt Lake Express
Contract Number:	24-038433PP
Base Contract Effective Dates:	August 28, 2024 - September 30, 2027 (2 option years extend the contract to September 30, 2029)
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$30M for the pool of two contractors.
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating and Capital Budgets

ALTERNATIVES:

If UTA were to determine not to approve these agreements, other options would need to be presented for evaluation.

FISCAL IMPACT:

See Requisition #156545. The Master Service Agreement (MSA) 24-038433PP is one of two contracts in a pool. The pool has an NTE of \$30M. All expenses will be tied to approved service orders to be requested under this MSA. Service orders will require additional board approval. Based on an independent cost estimate for supplemental bus services, an estimated total of \$30M is requested over five years for the entire pool. Service orders may follow to draw down on the MSA's estimated cost of \$30M.

Funding approved for 2024 in Innovative Mobility Solutions and included in Financial plan for future operating budgets and 5 Year Capital Plan.

	Operating	Capital
2024	\$ 90,000	
2025	\$ 3,094,914	\$ 373,152
2026	\$ 5,773,864	\$ 388,078
2027	\$ 6,004,819	\$ 403,601
2028	\$ 6,245,012	\$ 419,745
2029	\$ 6,494,812	\$ 636,535

ATTACHMENTS:

- UTA Contract 24-038433PP Western Trails and Charter

UTA Contract #24-038433PP

MASTER POOL SERVICE AGREEMENT FOR SUPPLEMENTAL SERVICES PILOT

THIS MASTER SERVICE POOL AGREEMENT FOR 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 WESTERN TRAILS, CHARTERS & TOURS dba SALT LAKE EXPRESS, a Limited Liability Corporation located at 250 N Apollo Rd, Salt Lake City, UT 84116 (the "Contractor").

RECITALS

WHEREAS, on May 24, 2024, UTA received competitive proposals to provide Master Service Agreement for Supplemental Services Pilot 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 RFP 24-038431 (the "RFP"); and

WHEREAS, UTA wishes to establish a pool of transportation providers it may call upon to provide supplemental transportation services on a as-needed basis 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 Western Trails Charters & Tours, dba Salt Lake Express Supplemental Services Pilot proposal dated May 24, 2024, submitted by the Contractor in response to the RFP ("Contractor's Proposal") was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the 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 understands it is one of several transportation providers selected to be in UTA's supplemental transportation services pool and 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).

2. TERM

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order method) during a three-year period expiring September 30, 2027, or until the conclusion of any outstanding service orders. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two one-year options additional one-year option periods, for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). 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 the service orders issued and 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.

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 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.

a. 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.

b. 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.

c. 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.

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

d. 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.

e. 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.

f. At any time for a period of two (2) years 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.

g. 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.

h. 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 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.

Combined Single Limit (CSL)	\$4,000,000
Personal Injury Protection	\$5,000
Uninsured Motorist	\$25,000
Underinsured Motorist	\$1,000

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.

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.

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).

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.

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.**

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.

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.

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, 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.
- 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.

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

- A. In the Scope of Services;
- B. In the method or manner of performance of the Work; or
- C. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) 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 20 of this Contract.

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other

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

24. FINDINGS CONFIDENTIAL

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

mitigation of the breach for review and approval by UTA.

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

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

25. PUBLIC INFORMATION.

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and

Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for 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 Shaina Quinn, 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) 287-2066.

27. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is Pat Postell, 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) 287-3060.

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: Pat Postell
669 West 200 South
Salt Lake City, UT 84101
ppostell@rideuta.com

If to Contractor:

Western Trails Charters & Tours
dba Salt Lake Express
ATTN: Lisa Young
250 N Apollo Rd
Salt Lake City, UT 84116
Lisa.young@saltlakeexpress.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 Pat Postell/Contractor's CFO	Five calendar days
UTA's Troy Hamilton/Contractor's CEO	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.

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

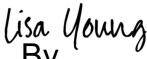
Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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.

**WESTERN TRAILS CHARTERS &
TOURS dba SALT LAKE EXPRESS:**

DocuSigned by:


By _____
Lisa Young
Name _____
Title Director of Sales

7/22/2024

UTAH TRANSIT AUTHORITY:

By _____
Jay Fox
Executive Director

By _____
Nichol Bourdeaux
Chief Planning and Engagement

By _____
Hal Johnson
Director Innovative Mobility Solutions

By _____
Shaina Quinn
Program Manager Innovative Mobility Solutions

DocuSigned by:


By _____
Mike Bell
Name _____
Title UTA Legal Counsel

EXHIBIT A

SCOPE OF WORK

Scope of Work

This contract establishes contractor as a member of UTAs supplemental transportation pool. No actual work may be performed until issuance of a service order by UTA. The service order will contain the specific scope of work as well as the pricing information based on the contractor's proposal. In general, contractor will provide UTA with services to plan, design, operate, and provide supplemental bus services throughout the UTA service area. For purposes of these agreements, the term "service" refers to supplemental services such as seasonal services, additional event services and planned State of Good Repair support services. The contractor will provide all services in specified in this agreement as an independent contractor under UTA oversight as specified, using key performance indicators such as safety, service quality, ridership, cost efficiency and other indicators. The contractor must provide all services in compliance with all applicable state and federal laws and regulations, including any regulations of the U.S. Department of Transportation (USDOT) Federal Transit Administration (FTA).

2.1 Required Transportation Services

The contractor is required to plan, design, operate, and continuously evaluate supplemental bus services and other innovative services as specified in this agreement or service order scopes of services. Service orders may include a full turn-key solution that supports all aspects of a service, including, but not limited to, vehicles, vehicle maintenance and cleaning, drivers, fuel or electric charging, and customer service support. The contractor may provide some service elements using subcontractors. The contractor will enforce all contractor requirements in this RFP and Scope of Services with such subcontractors. Any contractor requirement is assumed to apply to sub-contractors.

A critical supplemental service that will be required by service orders is the Bus Bridge. The Bus Bridge furnishes essential bus services tailored for both State of Good Repair (SGR) requirements and emergency situations. State of Good Repair services support scheduled construction and repair projects that require a diversion of regular, scheduled UTA services. SGR supplemental services will replace those regular, scheduled services and adhere to a

predetermined schedule. The emergency supplemental services operate on an as-needed basis, ensuring swift and responsive assistance during unforeseen incidents. In the year 2023, UTA executed a total of seven SGR bus bridge services ranging from SGR service for one week to a little over a month duration for each SGR supplemental service. As an example, 2024 SGR plan is attached to this report as Appendix 3. This information is an example and does not constitute the future requirement for SGR.

2.1.1 Service Implementation Plan

- I. The contractor must develop a Service Implementation Plan (SIP) for the main contract and an SIP specific to each service order.
 - i. The Contract SIP must describe how the contractor plans to implement specific requirements of the contract that must be implemented (e.g., Safety Management Plan), with a schedule for such implementation.
 - ii. Each service order SIP must identify the essential elements required for implementation and operation of the required service, including schedule, span of service, fleet(s), special event and/holiday planning, etc.
 - iii. Each SIP must include implementation plan for the Continuous Improvement Process, as outlined in Section 2.1.12.
 - iv. Contract and service order SIPs will be considered “living documents” that will be changed from time to time as the contractor and/or UTA make changes to the operation, provided that UTA may determine that a certain magnitude of change may require a service order amendment or new service order.

2.1.2 Personnel

- I. The contractor will provide all necessary personnel, including the following requirements:
 - i. Required personnel include but are not limited to drivers, mechanics, management and supervisory positions, administrative staff, analysts, customer service agents, project managers, and others required to successfully operate the service.
 - ii. The contractor will be solely responsible for payment of wages and benefits as well as for wrongful acts of its employees or subcontractors.

- iii. The contractor will provide drivers with good customer service skills, who are qualified to serve people with disabilities with or without mobility devices.
- iv. The contractor must establish minimum standards and qualification requirements for drivers. Contractor will provide drivers with the required licenses, permits, and other credentials.
- v. The contractor must ensure that a Utah Bureau of Criminal Identification (BCI) background check is conducted on all drivers as part of driver recruitment.
- vi. The contractor must develop and implement a drug and alcohol testing program as required by this contract and in compliance with all state and federal laws and regulations. Such drug and alcohol testing program must include but not be limited to all applicable Federal Transit Administration (FTA) requirements on post incident/accident drug and alcohol testing, and reasonable suspicion drug and alcohol testing.
- vii. The contractor must provide all training required for the provision of safe and high-quality services, including vehicle operation and maintenance, supervision, management, and support services. Contractor must supply all necessary training with onboarding and develop and implement a plan for continuing training and recertification.
- viii. The contractor must ensure that all onboarding, other training, and other informational materials include all relevant current and future requirements by the State of Utah, Federal Transit Administration, Americans with Disabilities Act, Center for Disease Control and Prevention, etc.

2.1.3 Vehicles

- I. The contractor will supply all revenue service vehicles, including the following requirements:
 - i. Traditional fuel and electric vehicles, as well as non-revenue vehicles required to support the service. All vehicles required for the service are the “service vehicles.”

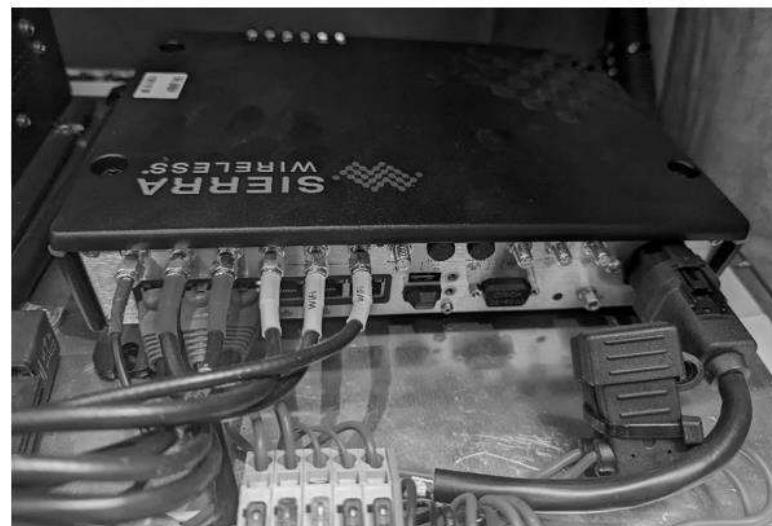
- ii. Assigned vehicles must meet ridership demand, service parameters, and perform safely in weather conditions common to the Wasatch Front Region as specified in each service order scope and service implementation plan (SIP).
- iii. The contractor must expand or reduce vehicles as required by this agreement, the service order scope, the SIP, or as the contractor and/or UTA and the contractor may agree to meet changes in service demand or expansion. Major changes to the fleet will be made through a service order modification or a new service order.
- iv. UTA will require contractor to provide Americans with Disabilities Act (ADA) compliant wheelchair accessible vehicles (WAV).
- v. The contractor must maintain the service vehicles in a state of good repair and capable of providing the required service at the required on-time performance as specified in this scope and agreement, SIP, and the service order scope.
- vi. The contractor must clean revenue service vehicles on a schedule to ensure customer health and safety as specified in the service order scope. The appearance of all UTA-branded vehicles must be maintained in a manner that supports public confidence in the contractor and UTA.
- vii. As identified within service orders, the contractor will authorize UTA or its contractor to install fare validators and all related equipment on the vehicles as required in a service order.
- viii. UTA may require certain vehicles and/or vehicle equipment or features for each service order. Such equipment or features may also be required as part of the continuous improvement process during the implementation of a service order. Such changes will be negotiated as specified in service orders. Such equipment or features may include but are not limited to:
 - Ability to accommodate child seats, strollers, service animals, bicycles, winter sport equipment, other passenger cargo, etc.
 - Electric vehicle fleets.
 - Advanced Driver Assistance Systems (ADAS).
 - Automated and autonomous vehicles.

- Vehicles equipped with video cameras.
- Transit signal priority vehicle communication.
- Development of software for reserved seating.
- UTA Computer and Fare Validator.
- UTA Router.

UTA Computer and Fare Validator



UTA Router



2.1.4 Customer Support Services

- I. The contractor will provide, manage, and document customer feedback and lost and found services as specified in the approved service implementation plan. UTA may

provide support through the UTA Customer Service Department as specified for each service order or as required from time to time.

2.1.5 Regulations and Compliance

- I. The contractor must provide all services in compliance with all applicable state and federal laws and regulations, including any regulations of U.S. Department of Transportation (USDOT) Federal Transit Administration (FTA) and Title VI and Americans with Disabilities Act (ADA) regulations.
- II. Applicable UTA policies will be identified in each service order scope and service implementation plan (SIP) except that all service orders must implement policies to allow transportation of minors traveling with or without an adult as per UTA policy, and with required car seats as per state law.

2.1.6 Operating Plans and Policies

- I. The contractor must develop a service implementation plan (SIP) for this contract and submit to UTA for approval. The contractor must incorporate any UTA comments and revisions to the SIP for UTA approval. Contractor must develop a SIP as required by each service order scope of services.
- II. The contractor must develop and provide upon request standard operating procedures, safety plans and procedures, and other plans and procedures that will be used or developed for the service.
- III. The contractor must provide any and all bus service planning, operations, and support that are required to support the UTA services the contractor operates under this contract.

2.1.7 Marketing and Communications

- I. UTA is responsible for the development and implementation of a marketing strategy and plan, customer acquisition plan, and any related marketing collateral with the following limitations and potential opportunities:
 - i. The contractor must use only approved marketing material for the service.

- ii. The contractor will work with UTA on promotional and marketing efforts under general strategy.
- iii. UTA anticipates co-branding the program such as "UTA Partner" or "Operated in partnership with UTA".
- iv. The service vehicles are to be co-branded with the UTA logo in addition to the contractor's logo. The contractor will purchase temporary UTA vehicle branding materials (i.e., UTA logo decals or magnets) from UTA's signage vendor. The branding materials will be placed in visible locations on the exterior of the vehicle. The branding materials must be applied whenever the vehicle is in or available for UTA service. The material must be removed when the vehicle is in or assigned to non-UTA service.
- v. UTA may provide a UTA-branded vehicle wrap if the contractor prefers to dedicate vehicles to the service, as specified in each service order scope of services.

2.1.8 Fare Collection

- I. Fare collection, as applicable, will be conducted as follows:
 - i. Fare payment will take place off-board, in advance of the trip using a standard UTA payment method (Transit Mobile App, ECO/ED passes, FAREPAY, and Paper passes).
 - ii. UTA shall own all revenue from service fares ("farebox revenue").
 - iii. The contractor will not collect cash from customers.
 - iv. The contractor will use UTA fare validators on its revenue service vehicles.
 - v. UTA will maintain fare validation equipment. The contractor will be responsible for reporting any validation equipment defects to UTA as specified in the service implementation plan.

2.1.9 Safety

- I. Safety Management System:
 - i. The contractor must develop a documented Safety Management System (SMS) for this contract or amend an existing SMS to reflect this contract, that reflects a strong commitment to the safety of passengers, employees, and the public. The SMS shall

be based on continuous improvement and demonstrate a proactive approach to identifying and mitigating safety risks. The contractor will make the SMS documentation available to UTA upon request. Required SMS Documentation includes:

- Safety Policy: A clearly defined policy statement from senior management regarding the contractor's commitment to safety.
- Risk Management Process: A detailed description of the process for identifying, assessing, and mitigating safety risks associated with all aspects of transit operations.

ii. Safety Management System must include Safety Assurance Programs for ensuring safe operations, including procedures for:

- Vehicle maintenance and inspection
- Driver training and qualification
- Accident/incident reporting and investigation
- Emergency preparedness and response

iii. Safety Management System must include an SMS Implementation and Communication Plan that includes the following:

- Training programs for all personnel on the principles and practices of the SMS.
- A clear communication plan for disseminating safety information to all employees.
- The contractor must provide all necessary safety reminders for UTA services throughout the term of this contract. A process for employees to report safety concerns without fear of reprisal.

2.1.10 Reporting of Accidents or Incidents

The contractor shall immediately report to UTA all incidents or accidents that are investigated by a local authority having jurisdiction. The contractor will report these incidents or accidents by first calling the Project Manager and forwarding the Project Manager copies of any police reports related to accidents/incidents.

The contractor shall document any difficulties experienced in transporting riders, whether related to safety, behavior, hygiene, wrong mobility aid, driver manifest, fare dispute, system issues, or other reasons.

2.1.11 Continuous Improvement Process

- I. The contractor will work with UTA to develop lessons learned and other potential improvements from customer, UTA, employee, and other stakeholder feedback that will improve the safety and/or quality of the service in a Continuous Improvement Process (CIP). The contractor must work with UTA to implement such improvements as soon as reasonably possible. The requirement to work with UTA on continuous improvement does not change the contractor's obligation to mitigate hazards or critical service defects immediately. In addition to compliance with all applicable laws and regulations, the contractor will work with UTA to advance access to opportunities and improve transportation equity by continually reviewing service delivery, ridership, and community feedback.
- II. The contractor must comply with the continuous improvement process requirements as specified in the service implementation plan, service order scope of services, and listed below:
 - i. Quarterly continuous improvement process meetings with UTA to optimize safety and service quality.
 - ii. Documentation of metrics specified by UTA in the service order scope.
 - iii. Accident and incident reports, root cause analysis, and corrective/preventive action plans to focus on continuous improvement of safety.
 - iv. Documentation of on-time performance and root cause analysis and corrective/preventive action plans to optimize service quality.
 - v. Documentation of customer, employee, and other feedback.
 - vi. Develop additional metrics that support the evaluation of service.

2.2 Management, Administration and Support Services

2.2.1 Project Management and Support

- I. The contractor must provide qualified staff at levels sufficient to provide safe and high-quality service or as specified in the contract and service order scope/ SIP, including:
 - i. Project management team and support.
 - ii. Customer service support.
 - iii. Data analytics support.
 - iv. Marketing and communications services and support.
 - v. Other support, as necessary.

- II. Contractor Coordination
 - i. The contractor must coordinate, and interface as required with stakeholders, businesses, and other entities in the normal course of business and during emergency and other unique but foreseeable occurrences. Such coordination and interface is required with other contractors who may be providing UTA supplemental services to ensure seamless integration of supplemental services and optimal utilization of resources. Such coordination includes, but is not limited to, sharing information, coordinating schedules, and collaborating on joint initiatives or projects.
 - ii. The contractor shall adhere to any guidelines, protocols, or procedures established by UTA for the effective functioning of the services. The contractor must maintain effective and responsive communication with UTA and other contractors to facilitate efficient operations and resolve any issues or concerns that may arise.

2.2.2 Metrics

- I. UTA will determine the metrics, if any, that will be used to evaluate service for each service order. Metrics for each service order may be required by the scope or may be developed during the service order. Metrics will be used in the Continuous Improvement Process. Such metrics may include but are not limited to those listed below:

i. Service Metrics:

- Standard National Transit Database (NTD) data
- Boardings (ridership)
- Number of customers per vehicle hour (utilization)
- Percent of trips to/from transit hubs (geofenced)
- Number of vehicles in service by vehicle type
- Vehicle occupancy
- Other service metrics relevant to UTA contracted services, such as miles between accidents, avoidable vs. non-avoidable accidents, miles between breakdowns, customer complaints, etc.

ii. Customer Experience Metrics:

- On-time performance
- Customer satisfaction rating
- Usage of various UTA fare products
- Equivalent service for customers requiring WAVs
- Usage of WAVs or other accessible mobility options
- Customer service performance targets
- Trip characteristics such as boarding time stamp, origin, and travel distance

iii. Economic Metrics:

- Cost per rider
- Cost per hour
- Cost per vehicle-hour
- Cost per vehicle
- Cost per mile

2.2.3 Metrics Baseline

- I. UTA may provide the contractor with benchmarking of existing conditions prior to initiation of service order. The benchmarking process may be included in the service order scope. UTA will determine, in consultation with the contractor, how metrics

should be collected and reported to UTA monthly. Such report may include proposed changes to service arising from metrics reported.

2.2.4 Data Management

I. UTA will have full access and will own all data associated with the service to shape strategic planning efforts. The exact data requirements will be determined prior to service launch and may be updated as part of the Continuous Improvement Process.

i. Data Access and Reporting Requirements

- All data, data structures, and the Entity-Relationship Diagram (ERD) must be accessible at no additional cost.
- Data must be maintained with consistent fields with an established data dictionary.
- Data access should be achieved through one or more of the following:
 - API Calls
 - Direct data download
 - Scheduled data download service
- The contractor must provide all of the following services:
 - An online reporting portal
 - Dashboards
 - Auto-generated reporting capabilities
- Data shall be made available in a manner that protects user privacy. The vendor shall notify UTA and customers of any data breach, privacy violations, and/or other incidents within thirty (30) days of the event.

2.2.5 UTA Support

I. A summary of what UTA may provide to support the operations of services in this contract follows:

- i. Marketing support as defined in Section 2.1.8. Marketing and Communications.
- ii. Public sector engagement with local governments and non-profits. UTA may request contractor assistance from time to time.

- iii. Private sector engagement with business partners, large employers, etc. UTA may request contractor assistance from time to time.
- iv. Public relations, community outreach, and communications support. UTA may request contractor assistance from time to time.
- v. UTA may provide curb space at UTA transit hubs as available.
- vi. Wayfinding signage at UTA transit hubs.
- vii. Guidance on regulatory compliance.
 - o Guidance on ADA requirements and serving customers with disabilities. UTA will provide access to an ADA or Title VI compliance staff member for mediation of issues and compliance guidance.
- viii. UTA Police support available upon request of the local Police Department.
- ix. Customer service support as needed.

2.3 Service Order Amendments and Future Service Orders

- I. As UTA identifies new service needs and opportunities, UTA will request the contractor to develop a scope and estimate for the identified service. If the UTA has executed more than one contract for supplemental services, UTA may request a scope and estimate from more than one contractor. The service order may be negotiated and executed with one or more contractors based on availability, expertise, and other relevant factors determined by UTA.

During each service order implementation, UTA intends to work with the contractor to continuously improve service and to approve changes to the Service Implementation Plan that implement such improvement within the scope of the service order. If UTA determines that significant changes in service levels and/or other elements of the service order are required, UTA may negotiate a service order amendment or a new service order.

2.4 Contract Incentives and Penalties

- I. UTA may include in a service order scope provisions for contractor-earned incentives and/or incurring penalties to improve service levels and quality.
 - i. Incentives - UTA may develop financial incentives for achieving certain levels or quality of service.

- ii. Penalties - UTA may develop financial penalties for certain levels or quality of service.
- II. Incentives or penalties may be based on:
 - i. Key Performance Indicators (KPIs) such as on-time performance, dropped trips, missed service days (i.e., failure to provide service on any given day), miles between road calls, and mechanical failures.
 - ii. Revenue Sharing
 - iii. Cost Efficiency
 - iv. Encouraging Innovation that may lead to creative solutions that benefit users and UTA.
 - v. Partnership Benefits including collaborative agreements may lead to innovative practices, such as enhancing the passenger experience.

EXHIBIT B – PRICING

WESTERN TRAILS, CHARTERS & TOURS dba SALT LAKE EXPRESS

- 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 \$30,000,000 (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. Pricing:** Pricing with a not-to-exceed amount will be negotiated in each individual Service Order based on the pricing offered in contractor's proposal. Subsequent years' service chargers, including option years, will be increased by the percentage increase in the Consumer Price Index of the Mountain Division issued by the U.S. Bureau of Labor Statistics for the complete calendar year preceding the service season unless UTA determines that the service order must be amended or a new service order negotiated. Pricing provided for Service Order 1 will serve as the basis for subsequent service orders.

APPENDIX 3 – SGR SCHEDULE FOR 2024

SGR Schedule for 2024

Project	Dates	Bus Bridge Limits
Murray Team Track Frog Repair	1/21/2024	NONE
5600 W. Destress	3/29-3/31/2024	4800 W. - Daybreak Parkway
Sugar Interlocking	5/12-5/18/2024	Midvale Center - Fashion Place West
7200 S. Grade Crossing	5/22-5/27/2024	Midvale Center - Fashion Place West
5900 S. Grade Crossing	6/9-6/12/2024	Fashion Place West - Murray Central
3900 S. Grade Crossing	6/15-6/18/2024	Murray Central - Millcreek
Central Ave	6/30-7/2/2024	Murray Central - Meadowbrook
1700/1300 S. Grade Crossing	7/10-7/17/2024	Central Pointe - 900 S.
Union Interlocking/300 W. Parkway Ave	8/10-8/15/2024	Millcreek, Rivertrail - Central Pointe
9400 S. Grade Crossing	8/23-8/25/2024	Redwood Junction - Central Pointe
9000 S. Grade Crossing	9/8-9/13/2024	Crescent View - Historic Sandy
	10/8-10/13/2024	Sandy Expo - Midvale Center



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Hal Johnson, Director of Innovative Mobility Solutions
Shaina Quinn, IMS Program Manager

TITLE:

Contract: Master Pool Service Agreement for Supplemental Services Pilot (Innovative Transportation Solutions, DBA The Driver Provider)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the master pool service agreement (MSA), and associated disbursements, for the Supplemental Services Pilot with Innovative Transportation Solutions, DBA The Driver Provider in the NTE amount of \$30M over 5 years.

BACKGROUND:

UTA desires to contract with innovative private transportation companies to provide supplemental bus services as needed under an MSA. As issued on May 3, 2024, and as procured through a Request for Proposals (RFP) #24-038431PP for a Supplemental Services Pilot, two contractors were selected by UTA's evaluation committee for this pool of services, including The Driver Provider.

DISCUSSION:

The contractors will operate independently from UTA but with UTA's oversight, using key performance indicators such as safety, ridership, cost efficiency, and service quality. The contractors are required to comply with all laws and regulations that apply to private transportation companies when contracted by the public sector.

For purposes of these agreements, the term "service" refers to supplemental services such as seasonal services, additional event services, and planned State of Good Repair support services. UTA will utilize the supplemental services contracts when needed without interrupting baseline service and straining the

operational resources needed to deliver those core services to the community. This will ensure UTA's operational resources are prioritized to baseline services in the 5-year service plan.

CONTRACT SUMMARY:

Contractor Name:	Innovative Transportation Solutions, DBA The Driver Provider
Contract Number:	24-038431PP
Base Contract Effective Dates:	August 28, 2024 - September 30, 2027 (extended to September 30, 2029, with option years)
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$30M for two contracts in pool/A
Procurement Method:	RFP
Budget Authority:	Approved 2024 Operating and Capital Budgets

ALTERNATIVES:

If UTA were to determine not to approve these agreements we would look for other alternatives.

FISCAL IMPACT:

See Requisition #156545. The Master Service Agreement (MSA) 24-038431PP is one of two contracts in a pool. The pool has an NTE of \$30M. All expenses will be tied to approved service orders to be requested under this MSA. Service orders will require additional board approval. Based on an independent cost estimate for supplemental bus services, a total of \$30M is requested over five years. Service orders may follow to draw down on the MSA's \$30M estimated cost.

	Operating	Capital
2024	\$ 90,000	\$ -
2025	\$ 3,094,914	\$ 373,152
2026	\$ 5,773,864	\$ 388,078
2027	\$ 6,004,819	\$ 403,601
2028	\$ 6,245,012	\$ 419,745
2029	\$ 6,494,812	\$ 636,535

ATTACHMENTS:

- UTA Contract 24-038431PP

UTA Contract #24-038431PP

MASTER POOL AGREEMENT FOR SUPPLEMENTAL SERVICES PILOT

THIS MASTER SERVICE POOL AGREEMENT FOR 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 INNOVATIVE TRANSPORTATION SOLUTIONS, Inc., dba, THE DRIVER PROVIDER, a Corporation located at 549 W 500 S, Salt Lake City, UT 84101 (the "Contractor").

RECITALS

WHEREAS, on May 24, 2024, UTA received competitive proposals to provide Master Service Agreements for Supplemental Services Pilot 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 RFP 24-038431 (the "RFP"); and

WHEREAS, UTA wishes to establish a pool of transportation providers it may call upon to provide supplemental transportation services on a as-needed basis according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the Innovative Transportation Solutions, Inc. dba, The Driver Provider Supplemental Services Pilot proposal dated May 24, 2024, submitted by the Contractor in response to the RFP ("Contractor's Proposal") was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the 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 understands it is one of several transportation providers selected to be in UTA's supplemental transportation services pool and 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 understands that services will be authorized by UTA's issuance of a service order and there is no guarantee of any minimum quantity of service orders.

2. TERM

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order method) during a three-year period expiring September 30, 2027, or until the conclusion of any outstanding service orders. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two one-year options additional one-year option periods, for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). 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 per the service orders issued an 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.

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 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.

a. 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.

b. 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.

c. 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.

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 two (2) years 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

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: "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)	\$4,000,000
Personal Injury Protection	\$5,000
Uninsured Motorist	\$25,000
Underinsured Motorist	\$1,000

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.

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.

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).

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.

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.**

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.

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.

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, 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.
- 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 a 60 day 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.

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

- A. In the Scope of Services;
- B. In the method or manner of performance of the Work; or

C. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) 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 20 of this Contract.

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

24. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

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

25. PUBLIC INFORMATION.

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for 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 Shaina Quinn, 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) 287-2066.

27. CONTRACT ADMINISTRATOR

UTA's Contract Administrator for the Contract is Pat Postell, 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) 287-3060.

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: Pat Postell
669 West 200 South
Salt Lake City, UT 84101
ppostell@rideuta.com

If to Contractor:

Innovative Transportation Solutions
Inc., dba, the Driver Provider
ATTN: Kendra Kaplan
549 W 500 S
Salt Lake City, UT 84101
kendrak@driverprovider.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 Pat Postell/Contractor's CFO	Five calendar days
UTA's Troy Hamilton/Contractor's CEO	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.

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, 21, 23, 24, 25, 30, 31, 32, and 40.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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.

**INNOVATIVE TRANSPORTATION
SOLUTIONS, LLC., THE DRIVER
PROVIDER:**

DocuSigned by:


kendra kaplan

By 9D34799A6E4A6...

Kendra Kaplan
Name _____
Title _____

UTAH TRANSIT AUTHORITY:

By _____
Jay Fox
Executive Director

By _____
Nichol Bourdeaux
Chief Planning and Engagement

By _____
Hal Johnson
Director Innovative Mobility Solutions

By _____
Shaina Quinn
Program Manager Innovative Mobility Solutions

DocuSigned by:


Mike Bell

70E33A415BA44E6

Mike Bell
UTA Legal Counsel

EXHIBIT A

SCOPE OF WORK

Scope of Work

This contract establishes contractor as a member of UTAs supplemental transportation pool. No actual work may be performed until issuance of a service order by UTA. The service order will contain the specific scope of work as well as the pricing information based on the contractor's proposal. In general, contractor will provide UTA with services to plan, design, operate, and provide supplemental bus services throughout the UTA service area. For purposes of these agreements, the term "service" refers to supplemental services such as seasonal services, additional event services and planned State of Good Repair support services. The contractor will provide all services in specified in this agreement as an independent contractor under UTA oversight as specified, using key performance indicators such as safety, service quality, ridership, cost efficiency and other indicators. The contractor must provide all services in compliance with all applicable state and federal laws and regulations, including any regulations of the U.S. Department of Transportation (USDOT) Federal Transit Administration (FTA).

2.1 Required Transportation Services

The contractor is required to plan, design, operate, and continuously evaluate supplemental bus services and other innovative services as specified in this agreement or service order scopes of services. Service orders may include a full turn-key solution that supports all aspects of a service, including, but not limited to, vehicles, vehicle maintenance and cleaning, drivers, fuel or electric charging, and customer service support. The contractor may provide some service elements using subcontractors. The contractor will enforce all contractor requirements in this RFP and Scope of Services with such subcontractors. Any contractor requirement is assumed to apply to sub-contractors.

A critical supplemental service that will be required by service orders is the Bus Bridge. The Bus Bridge furnishes essential bus services tailored for both State of Good Repair (SGR) requirements and emergency situations. State of Good Repair services support scheduled construction and repair projects that require a diversion of regular, scheduled UTA services. SGR supplemental services will replace those regular, scheduled services and adhere to a predetermined schedule. The emergency supplemental services operate on an as-needed basis, ensuring swift and responsive assistance during unforeseen incidents. In the year 2023, UTA executed a total of seven SGR bus bridge services ranging from SGR service for one week to a little over a month duration for each SGR supplemental service. As an

example, 2024 SGR plan is attached to this report as Appendix 3. This information is an example and does not constitute the future requirement for SGR.

2.1.1 Service Implementation Plan

- I. The contractor must develop a Service Implementation Plan (SIP) for the main contract and an SIP specific to each service order.
 - i. The Contract SIP must describe how the contractor plans to implement specific requirements of the contract that must be implemented (e.g., Safety Management Plan), with a schedule for such implementation.
 - ii. Each service order SIP must identify the essential elements required for implementation and operation of the required service, including schedule, span of service, fleet(s), special event and/holiday planning, etc.
 - iii. Each SIP must include implementation plan for the Continuous Improvement Process, as outlined in Section 2.1.12.
 - iv. Contract and service order SIPs will be considered “living documents” that will be changed from time to time as the contractor and/or UTA make changes to the operation, provided that UTA may determine that a certain magnitude of change may require a service order amendment or new service order.

2.1.2 Personnel

- I. The contractor will provide all necessary personnel, including the following requirements:
 - i. Required personnel include but are not limited to drivers, mechanics, management and supervisory positions, administrative staff, analysts, customer service agents, project managers, and others required to successfully operate the service.
 - ii. The contractor will be solely responsible for payment of wages and benefits as well as for wrongful acts of its employees or subcontractors.
 - iii. The contractor will provide drivers with good customer service skills, who are qualified to serve people with disabilities with or without mobility devices.

- iv. The contractor must establish minimum standards and qualification requirements for drivers. Contractor will provide drivers with the required licenses, permits, and other credentials.
- v. The contractor must ensure that a Utah Bureau of Criminal Identification (BCI) background check is conducted on all drivers as part of driver recruitment.
- vi. The contractor must develop and implement a drug and alcohol testing program as required by this contract and in compliance with all state and federal laws and regulations. Such drug and alcohol testing program must include but not be limited to all applicable Federal Transit Administration (FTA) requirements on post incident/accident drug and alcohol testing, and reasonable suspicion drug and alcohol testing.
- vii. The contractor must provide all training required for the provision of safe and high-quality services, including vehicle operation and maintenance, supervision, management, and support services. Contractor must supply all necessary training with onboarding and develop and implement a plan for continuing training and recertification.
- viii. The contractor must ensure that all onboarding, other training, and other informational materials include all relevant current and future requirements by the State of Utah, Federal Transit Administration, Americans with Disabilities Act, Center for Disease Control and Prevention, etc.

2.1.3 Vehicles

- I. The contractor will supply all revenue service vehicles, including the following requirements:
 - i. Traditional fuel and electric vehicles, as well as non-revenue vehicles required to support the service. All vehicles required for the service are the “service vehicles.”
 - ii. Assigned vehicles must meet ridership demand, service parameters, and perform safely in weather conditions common to the Wasatch Front Region as specified in each service order scope and service implementation plan (SIP).

- iii. The contractor must expand or reduce vehicles as required by this agreement, the service order scope, the SIP, or as the contractor and/or UTA and the contractor may agree to meet changes in service demand or expansion. Major changes to the fleet will be made through a service order medication or a new service order.
- iv. UTA will require contractor to provide Americans with Disabilities Act (ADA) compliant wheelchair accessible vehicles (WAV).
- v. The contractor must maintain the service vehicles in a state of good repair and capable of providing the required service at the required on-time performance as specified in this scope and agreement, SIP, and the service order scope.
- vi. The contractor must clean revenue service vehicles on a schedule to ensure customer health and safety as specified in the service order scope. The appearance of all UTA-branded vehicles must be maintained in a manner that supports public confidence in the contractor and UTA.
- vii. As identified within service orders, the contractor will authorize UTA or its contractor to install fare validators and all related equipment on the vehicles as required in a service order.
- viii. UTA may require certain vehicles and/or vehicle equipment or features for each service order. Such equipment or features may also be required as part of the continuous improvement process during the implementation of a service order. Such changes will be negotiated as specified in service orders. Such equipment or features may include but are not limited to:
 - Ability to accommodate child seats, strollers, service animals, bicycles, winter sport equipment, other passenger cargo, etc.
 - Electric vehicle fleets.
 - Advanced Driver Assistance Systems (ADAS).
 - Automated and autonomous vehicles.
 - Vehicles equipped with video cameras.
 - Transit signal priority vehicle communication.
 - Development of software for reserved seating.

- UTA Computer and Fare Validator.
- UTA Router.

UTA Computer and Fare Validator



UTA Router



2.1.4 Customer Support Services

- I. The contractor will provide, manage, and document customer feedback and lost and found services as specified in the approved service implementation plan. UTA may provide support through the UTA Customer Service Department as specified for each service order or as required from time to time.

2.1.5 Regulations and Compliance

- I. The contractor must provide all services in compliance with all applicable state and federal laws and regulations, including any regulations of U.S. Department of Transportation (USDOT) Federal Transit Administration (FTA) and Title VI and Americans with Disabilities Act (ADA) regulations.
- II. Applicable UTA policies will be identified in each service order scope and service implementation plan (SIP) except that all service orders must implement policies to allow transportation of minors traveling with or without an adult as per UTA policy, and with required car seats as per state law.

2.1.6 Operating Plans and Policies

- I. The contractor must develop a service implementation plan (SIP) for this contract and submit to UTA for approval. The contractor must incorporate any UTA comments and revisions to the SIP for UTA approval. Contractor must develop a SIP as required by each service order scope of services.
- II. The contractor must develop and provide upon request standard operating procedures, safety plans and procedures, and other plans and procedures that will be used or developed for the service.
- III. The contractor must provide any and all bus service planning, operations, and support that are required to support the UTA services the contractor operates under this contract.

2.1.7 Marketing and Communications

- I. UTA is responsible for the development and implementation of a marketing strategy and plan, customer acquisition plan, and any related marketing collateral with the following limitations and potential opportunities:
 - i. The contractor must use only approved marketing material for the service.
 - ii. The contractor will work with UTA on promotional and marketing efforts under general strategy.

- iii. UTA anticipates co-branding the program such as "UTA Partner" or "Operated in partnership with UTA".
- iv. The service vehicles are to be co-branded with the UTA logo in addition to the contractor's logo. The contractor will purchase temporary UTA vehicle branding materials (i.e., UTA logo decals or magnets) from UTA's signage vendor. The branding materials will be placed in visible locations on the exterior of the vehicle. The branding materials must be applied whenever the vehicle is in or available for UTA service. The material must be removed when the vehicle is in or assigned to non-UTA service.
- v. UTA may provide a UTA-branded vehicle wrap if the contractor prefers to dedicate vehicles to the service, as specified in each service order scope of services.

2.1.8 Fare Collection

- I. Fare collection, as applicable, will be conducted as follows:
 - i. Fare payment will take place off-board, in advance of the trip using a standard UTA payment method (Transit Mobile App, ECO/ED passes, FAREPAY, and Paper passes).
 - ii. UTA shall own all revenue from service fares ("farebox revenue").
 - iii. The contractor will not collect cash from customers.
 - iv. The contractor will use UTA fare validators on its revenue service vehicles.
 - v. UTA will maintain fare validation equipment. The contractor will be responsible for reporting any validation equipment defects to UTA as specified in the service implementation plan.

2.1.9 Safety

- I. Safety Management System:
 - i. The contractor must develop a documented Safety Management System (SMS) for this contract or amend an existing SMS to reflect this contract, that reflects a strong commitment to the safety of passengers, employees, and the public. The SMS shall be based on continuous improvement and demonstrate a proactive approach to identifying and mitigating safety risks. The contractor will make the SMS

documentation available to UTA upon request. Required SMS Documentation includes:

- Safety Policy: A clearly defined policy statement from senior management regarding the contractor's commitment to safety.
- Risk Management Process: A detailed description of the process for identifying, assessing, and mitigating safety risks associated with all aspects of transit operations.

ii. Safety Management System must include Safety Assurance Programs for ensuring safe operations, including procedures for:

- Vehicle maintenance and inspection
- Driver training and qualification
- Accident/incident reporting and investigation
- Emergency preparedness and response

iii. Safety Management System must include an SMS Implementation and Communication Plan that includes the following:

- Training programs for all personnel on the principles and practices of the SMS.
- A clear communication plan for disseminating safety information to all employees.
- The contractor must provide all necessary safety reminders for UTA services throughout the term of this contract. A process for employees to report safety concerns without fear of reprisal.

2.1.10 Reporting of Accidents or Incidents

The contractor shall immediately report to UTA all incidents or accidents that are investigated by a local authority having jurisdiction. The contractor will report these incidents or accidents by first calling the Project Manager and forwarding the Project Manager copies of any police reports related to accidents/incidents.

The contractor shall document any difficulties experienced in transporting riders, whether related to safety, behavior, hygiene, wrong mobility aid, driver manifest, fare dispute, system issues, or other reasons.

2.1.11 Continuous Improvement Process

- I. The contractor will work with UTA to develop lessons learned and other potential improvements from customer, UTA, employee, and other stakeholder feedback that will improve the safety and/or quality of the service in a Continuous Improvement Process (CIP). The contractor must work with UTA to implement such improvements as soon as reasonably possible. The requirement to work with UTA on continuous improvement does not change the contractor's obligation to mitigate hazards or critical service defects immediately. In addition to compliance with all applicable laws and regulations, the contractor will work with UTA to advance access to opportunities and improve transportation equity by continually reviewing service delivery, ridership, and community feedback.
- II. The contractor must comply with the continuous improvement process requirements as specified in the service implementation plan, service order scope of services, and listed below:
 - i. Quarterly continuous improvement process meetings with UTA to optimize safety and service quality.
 - ii. Documentation of metrics specified by UTA in the service order scope.
 - iii. Accident and incident reports, root cause analysis, and corrective/preventive action plans to focus on continuous improvement of safety.
 - iv. Documentation of on-time performance and root cause analysis and corrective/preventive action plans to optimize service quality.
 - v. Documentation of customer, employee, and other feedback.
 - vi. Develop additional metrics that support the evaluation of service.

2.2 Management, Administration and Support Services

2.2.1 Project Management and Support

- I. The contractor must provide qualified staff at levels sufficient to provide safe and high-quality service or as specified in the contract and service order scope/ SIP, including:
 - i. Project management team and support.
 - ii. Customer service support.

- iii. Data analytics support.
- iv. Marketing and communications services and support.
- v. Other support, as necessary.

II. Contractor Coordination

- i. The contractor must coordinate, and interface as required with stakeholders, businesses, and other entities in the normal course of business and during emergency and other unique but foreseeable occurrences. Such coordination and interface is required with other contractors who may be providing UTA supplemental services to ensure seamless integration of supplemental services and optimal utilization of resources. Such coordination includes, but is not limited to, sharing information, coordinating schedules, and collaborating on joint initiatives or projects.
- ii. The contractor shall adhere to any guidelines, protocols, or procedures established by UTA for the effective functioning of the services. The contractor must maintain effective and responsive communication with UTA and other contractors to facilitate efficient operations and resolve any issues or concerns that may arise.

2.2.2 Metrics

- I. UTA will determine the metrics, if any, that will be used to evaluate service for each service order. Metrics for each service order may be required by the scope or may be developed during the service order. Metrics will be used in the Continuous Improvement Process. Such metrics may include but are not limited to those listed below:

- i. Service Metrics:

- Standard National Transit Database (NTD) data
 - Boardings (ridership)
 - Number of customers per vehicle hour (utilization)
 - Percent of trips to/from transit hubs (geofenced)
 - Number of vehicles in service by vehicle type

- Vehicle occupancy
- Other service metrics relevant to UTA contracted services, such as miles between accidents, avoidable vs. non-avoidable accidents, miles between breakdowns, customer complaints, etc.

ii. Customer Experience Metrics:

- On-time performance
- Customer satisfaction rating
- Usage of various UTA fare products
- Equivalent service for customers requiring WAVs
- Usage of WAVs or other accessible mobility options
- Customer service performance targets
- Trip characteristics such as boarding time stamp, origin, and travel distance

iii. Economic Metrics:

- Cost per rider
- Cost per hour
- Cost per vehicle-hour
- Cost per vehicle
- Cost per mile

2.2.3 Metrics Baseline

- I. UTA may provide the contractor with benchmarking of existing conditions prior to initiation of service order. The benchmarking process may be included in the service order scope. UTA will determine, in consultation with the contractor, how metrics should be collected and reported to UTA monthly. Such report may include proposed changes to service arising from metrics reported.

2.2.4 Data Management

- I. UTA will have full access and will own all data associated with the service to shape strategic planning efforts. The exact data requirements will be determined prior to service launch and may be updated as part of the Continuous Improvement Process.

i. Data Access and Reporting Requirements

- All data, data structures, and the Entity-Relationship Diagram (ERD) must be accessible at no additional cost.
- Data must be maintained with consistent fields with an established data dictionary.
- Data access should be achieved through one or more of the following:
 - API Calls
 - Direct data download
 - Scheduled data download service
- The contractor must provide all of the following services:
 - An online reporting portal
 - Dashboards
 - Auto-generated reporting capabilities
- Data shall be made available in a manner that protects user privacy. The vendor shall notify UTA and customers of any data breach, privacy violations, and/or other incidents within thirty (30) days of the event.

2.2.5 UTA Support

- I. A summary of what UTA may provide to support the operations of services in this contract follows:
 - i. Marketing support as defined in Section 2.1.8. Marketing and Communications.
 - ii. Public sector engagement with local governments and non-profits. UTA may request contractor assistance from time to time.
 - iii. Private sector engagement with business partners, large employers, etc. UTA may request contractor assistance from time to time.
 - iv. Public relations, community outreach, and communications support. UTA may request contractor assistance from time to time.
 - v. UTA may provide curb space at UTA transit hubs as available.
 - vi. Wayfinding signage at UTA transit hubs.
 - vii. Guidance on regulatory compliance.

- Guidance on ADA requirements and serving customers with disabilities. UTA will provide access to an ADA or Title VI compliance staff member for mediation of issues and compliance guidance.
- viii. UTA Police support available upon request of the local Police Department.
- ix. Customer service support as needed.

2.3 Service Order Amendments and Future Service Orders

- I. As UTA identifies new service needs and opportunities, UTA will request the contractor to develop a scope and estimate for the identified service. If the UTA has executed more than one contract for supplemental services, UTA may request a scope and estimate from more than one contractor. The service order may be negotiated and executed with one or more contractors based on availability, expertise, and other relevant factors determined by UTA.

During each service order implementation, UTA intends to work with the contractor to continuously improve service and to approve changes to the Service Implementation Plan that implement such improvement within the scope of the service order. If UTA determines that significant changes in service levels and/or other elements of the service order are required, UTA may negotiate a service order amendment or a new service order.

2.4 Contract Incentives and Penalties

- I. UTA may include in a service order scope provisions for contractor-earned incentives and/or incurring penalties to improve service levels and quality.
 - i. Incentives - UTA may develop financial incentives for achieving certain levels or quality of service.
 - ii. Penalties - UTA may develop financial penalties for certain levels or quality of service.
- II. Incentives or penalties may be based on:
 - i. Key Performance Indicators (KPIs) such as on-time performance, dropped trips, missed service days (i.e., failure to provide service on any given day), miles between road calls, and mechanical failures.
 - ii. Revenue Sharing

- iii. Cost Efficiency
- iv. Encouraging Innovation that may lead to creative solutions that benefit users and UTA.
- v. Partnership Benefits including collaborative agreements may lead to innovative practices, such as enhancing the passenger experience.

EXHIBIT B – PRICING

INNOVATIVE TRANSPORTATION SOLUTIONS, INC., dba, THE DRIVER PROVIDER

- 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 \$30,000,000 (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. Pricing:** Pricing with a no-to-exceed amount will be negotiated in each individual Service Order based on the pricing offered in contractor's proposal. Subsequent years' service charges, including option years, will be increased by the percentage increase in the Consumer Price Index of the Mountain Division issued by the Bureau of Labor Statistics for the complete calendar year preceding the service season unless UTA determines that the service order must be amended, or a new service order negotiated. Pricing provided for Service Order 2 will service as the basis for subsequent service orders.

APPENDIX 3 – SGR SCHEDULE FOR 2024

SGR Schedule for 2024

Project	Dates	Bus Bridge Limits
Murray Team Track Frog Repair	1/21/2024	NONE
5600 W. Destress	3/29-3/31/2024	4800 W. - Daybreak Parkway
Sugar Interlocking	5/12-5/18/2024	Midvale Center - Fashion Place West
7200 S. Grade Crossing	5/22-5/27/2024	Midvale Center - Fashion Place West
5900 S. Grade Crossing	6/9-6/12/2024	Fashion Place West - Murray Central
3900 S. Grade Crossing	6/15-6/18/2024	Murray Central - Millcreek
Central Ave	6/30-7/2/2024	Murray Central - Meadowbrook
1700/1300 S. Grade Crossing	7/10-7/17/2024	Central Pointe - 900 S.
Union Interlocking/300 W. Parkway Ave	8/10-8/15/2024	Millcreek, Rivertrail - Central Pointe
8/23-8/25/2024	Redwood Junction - Central Pointe	
9400 S. Grade Crossing	9/8-9/13/2024	Crescent View - Historic Sandy
9000 S. Grade Crossing	10/8-10/13/2024	Sandy Expo - Midvale Center



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Hal Johnson, Director of Innovative Mobility Solutions
Shaina Quinn, IMS Program Manager

TITLE:

Change Order: Master Pool Service Agreement Service Order No. 1 for Supplemental Ski Service (Innovative Transportation Solutions, Inc., DBA The Driver Provider)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute the Service Order No. 1, and associated disbursements, for a not-to-exceed amount of \$1,657,967 under the Master Service Pool Agreement with Innovative Transportation Solutions, Inc., dba The Driver Provider (hereinafter as "The Driver Provider") for supplemental ski service on Ft. Union Blvd and Little Cottonwood Canyon during the 2024-2025 Ski Season.

BACKGROUND:

UTA desires to contract with an innovative private transportation company to provide flexible, temporary, and seasonal bus services as needed. With increasing traffic in Little Cottonwood Canyon, there is a need for more transportation options to reach the ski resorts. A master pool service agreement (MSA) for supplemental services with The Driver Provider was previously presented for board approval. The MSA has a total pool not-to-exceed value of \$30,000,000 over 5 years for the entire pool.

For this first service order (Service Order 1), UTA is contracting with The Driver Provider for supplemental ski service. Service Order 1 is designed to provide both residents and tourists with a safe and convenient way to reach the ski resorts.

DISCUSSION:

This service order initiates supplemental ski bus service that supports requests from the community, the ski resorts, and stakeholders. Service is scheduled for approximately five months from December 2024 through

April Change Day 2025.

The Driver Provider will operate independently from UTA but with UTA's oversight using key performance indicators such as safety, ridership, cost efficiency, and service quality. The contractor must comply with all laws and regulations applicable to private transportation companies when sponsored by the public sector.

CONTRACT SUMMARY:

Contractor Name:	Innovative Transportation Solutions, Inc. dba The Driver Provider
Contract Number:	24-038431PP-1
Base Contract Effective Dates:	August 14, 2024 - December 31, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$1,657,967
Procurement Method:	RFP for MSA
Budget Authority:	Approved 2024 Budget

ALTERNATIVES:

The Board could choose to not approve supplemental ski service for 2024/2025. Approval could be recommended for 2025/2026 or explore other service options.

FISCAL IMPACT:

The NTE (Not to Exceed) contract value for service order 1 is \$1,657,967 and falls under the Master Service Agreement. This and future service orders will require board approval. Based on a cost estimate for supplemental services under the MSA, a total of \$30 million is allocated over 5 years. Other service orders may follow to draw down on the MSA's \$30 million estimated cost.

All funds will come from the Contract Services operating expense line-item (6650.50353) from the Planning & Engagement Department under Innovative Mobility Solutions yearly budget.

2024 Budgeted Total: \$90,000

2025 Tentative Budget Request: \$1,567,967

Expected 1-year Service Order 1 spend: \$1,657,967

ATTACHMENTS:

- UTA Contract: 24-038431PP-1 for Service Order 1

**SERVICE ORDER NO. 1 UNDER THE
MASTER SERVICES POOL AGREEMENT FOR SUPPLEMENTAL SERVICES PILOT
UTA Contract No. 24-038431
PROVIDING SUPPLEMENTAL SKI SERVICE**

1. Purpose

On July 1, 2024, *Innovative Transportation Solutions, Inc. dba The Driver Provider*, (“**The Driver Provider**” or “**Contractor**”) and the Utah Transit Authority (“**UTA**” or “**Customer**”), hereinafter collectively referred to as the “**Parties**,” entered into an agreement entitled Master Service Agreement (the “**MSA**”), Service Order 1.

By this Service Order No. 1 (**Service Order**), the Parties agree to implement supplemental ski service as follows:

2. Service Implementation Plan (“SIP”)

The Parties shall reference *The Driver Provider’s* Technical Proposal submitted for UTA’s RFP #24-038431PP for SIP requirements. This Service Order updates the SIP as needed.

3. Timing and Terms

This Service Order shall be effective immediately upon signing (“Effective Date”). The duration of the Service Order is until December 31, 2025, inclusive, following the Effective Date.

The duration of the supplemental ski service shall last for a period of approximately 5 (five) months, initiating on the first scheduled service day of December 8, 2024 through the last scheduled service day of April 13, 2025, inclusive, following the Effective Date (the “Initial Term”), subject to year-by-year extensions based on mutual agreement of the Parties.

All terms and conditions contained in the MSA are also applicable to this Service Order. If a term contained in this Service Order conflicts with the general terms of the MSA, the specific term in this Service Order shall take precedence. The MSA as well as all amendments and addendums thereto, remain in full force and effect as supplemented by this Service Order.

4. Service Fees

The table below outlines the payment structure, in which UTA would be charged a rate of \$214.79 per driver hour. These hourly rates include, but are not limited to driver pay, driver training,

insurance, fuel, vehicle lease costs, vehicle cleaning, vehicle maintenance and repairs, service expenses, live customer support, and other project operations.

	Traditional Bus or High-Capacity ADA Compliant Cutaway
Total Hourly Rate	\$214.79
Hours	5,300
Service Cost	\$1,138,387 (Rate x hours)
One-Time Start Up Fees If applicable	N/A
One time capital for chains, extra vehicle climate control, UTA branding and UTA fare collection (UTA estimates \$15k per vehicle)	\$90,000 (\$15K x number of vehicles provided)
Service cost subtotal	\$1,228,387
Owner directed added service hours (up to 2000 hours)	\$429,580
Not to Exceed Total	\$1,657,967

Owner directed hours will only be used through written authorization by UTA. Hours will be used as needs are identified by UTA. Owner directed hours could be up to 2,000 hours, with an estimated cost of \$429,580 at the per driver rate of \$214.79.

The values in the table above are Not-to-Exceed (NTE) amounts and are subject to downward adjustment based on actual revenue hours achieved. The not-to-exceed (NTE) total compensation for performance for the duration of this Service Order is \$1,657,967.

Fees as incurred at the end of each month will be invoiced to UTA by *The Driver Provider* on or around the 15th of each month.

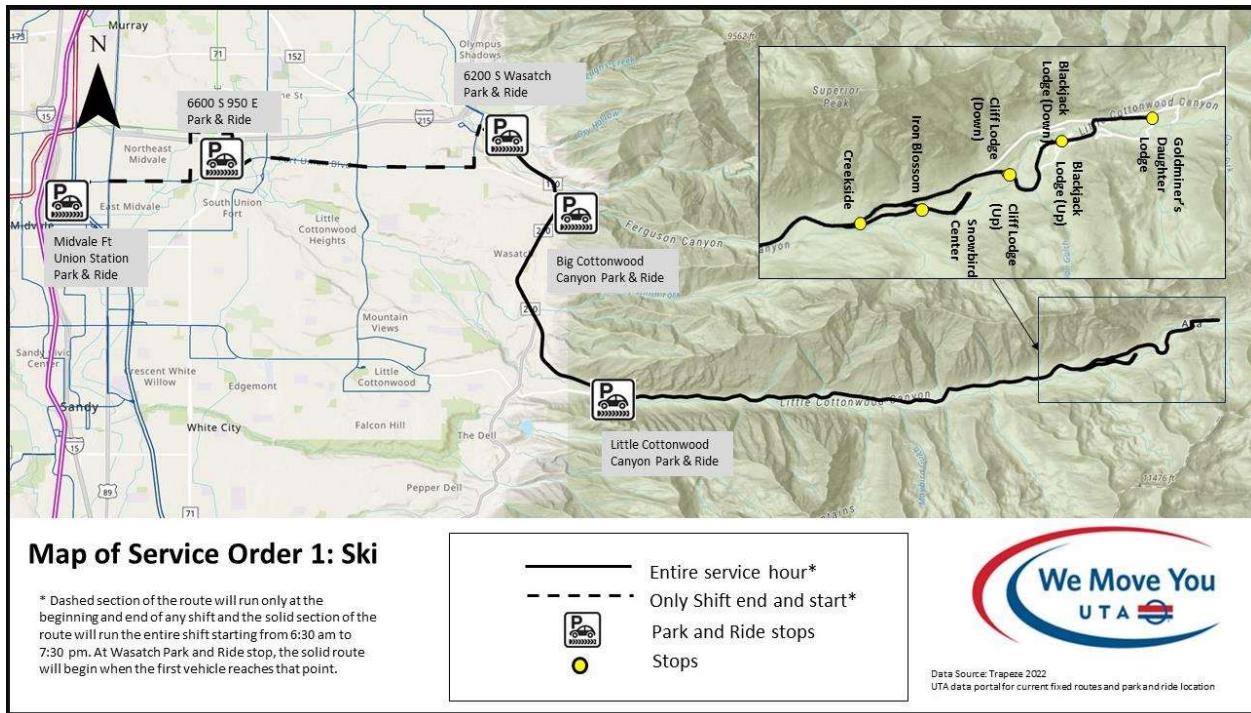
Should changes in applicable federal, state, local law result in a significant change in *The Driver Provider's* costs, either an increase or decrease, *The Driver Provider* or UTA may opt to renegotiate the ongoing service hour fees or service hours.

Any new regulatory fees imposed by a governmental entity related to the service will be charged as a pass-through cost contingent on UTA advance agreement provided such agreement will not be unreasonably withheld. UTA will have the option of decreasing other services or expenses in order to off-set these additional fees.

Insert Vendor's Name , INC.	UTAH TRANSIT AUTHORITY
DocuSigned by: 	
4B9D34799A6E4A6 Kendra Kaplan Innovative Transportation Solutions, Inc. dba The Driver Provider	Jay Fox Executive Director
Date: July 1, 2024	Date:
	Nichol Bourdeaux Chief Planning and Engagement Officer
	Date:
	Hal Johnson IMS Director
	Date:
	Recommending Shaina Quinn, Program Manager
	Date:
	DocuSigned by: 
	4B9D34799A6E4A6... Mike Bell Assistant Attorney General UTA Counsel
7/19/2024	Date:

Appendix A

Service Map



Service from the TRAX station would only be for trips starting and ending the service: 3-4 trips in the morning (beginning of service) and 3-4 trips in the evening (end of service). We are estimating for a total of 5300 hours of service. We are trying to serve employees getting to work early in the day and returning home at night. The service will primarily operate from Big Cottonwood Canyon Park and Ride lot to Little Cottonwood Canyon ski resorts.



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Service Officer
PRESENTER(S): Jared Scarbrough, Director of Capital Design and Construction
Jacob Wouden, Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-036 - Garfield Rail Line Maintenance (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Authorize the Executive Director to execute task order No. 24-036, and associated disbursements, on the On-Call Infrastructure Maintenance task ordering contact with Stacy and Witbeck, Inc. in the amount of \$270,703.00 to replace worn Ties and Ballast on the Garfield Rail Line as part of our maintenance responsibilities.

BACKGROUND:

In December 2023, UTA released a Request for Proposal (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 ride quality
- Potential stray current issues

DISCUSSION:

UTA Staff is requesting approval of Task Order 24-036 with Stacy Witbeck, Inc. to complete the removal and replacement of trackwork components (ties and ballast) on the Garfield Rail Line in the amount of \$270,703.00. The scope of this request includes all time, labor, and other items needed to remove Ties, then add ballast and tamp and regulate said ballast on the Garfield Line. By replacing these track components, we extend the useful life, fulfill our maintenance responsibilities, and keep freight running on this segment of track. This Task Order has been determined to be within the scope of the master task ordering agreement. The task order pricing has been determined to be fair and reasonable based on both a UTA independent cost estimate and performance of a price analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	23-03811-24-036
Base Contract Effective Dates:	April 22, 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:	\$2,245,413
Amendment Amount:	\$270,703
New/Total Contract Value:	\$2,516,116 (the total 5-year NTE value of this MTOA is \$45,000,000)
Procurement Method:	RFP Best Value
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:

Not do any work on this line to fulfill our requirements.

FISCAL IMPACT:

The 2024 approved budget for SGR401 includes \$300,000 for UTA's Ballast and Tie replacement program. Projected funding requests for 2025, 2026, 2027, and 2028 are outlined below. The total 5-year Not-To-Exceed (NTE) amount is \$1,500,000.00. All funds will come from the Capital Development Budget 7401.63000.1002.

2024 Capital Budget Total: \$300,000.00
2025 Capital Plan Request: \$300,000.00
2026 Capital Plan Request: \$300,000.00
2027 Capital Plan Request: \$300,00.00
2028 Capital Plan Request: \$300,000.00
Expected 5-year Grade Crossing spend: \$1,500,00.00

ATTACHMENTS:

- 1) Contract/Task Order



Task Order Request #TO-24-036 - 2024 Garfield Maintenance - Tie and ballast replacement

Status	Open	Assignees	Jacob Wouden
Created Date	Jul 16, 2024	Issued Date	Jul 16, 2024
		Location	24-036 Garfield Ballast and Ties

TASK ORDER IDENTIFICATION

Contract No	23-03811	Contract Start Date	04/22/24
Contractor Name	Stacy and Witbeck, Inc.		
Account Code(s)	40-7401.63000.1011		

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	24-608-R1 - 2024 Garfield Tie and Ballast Replacement - Scope Letter and Price Proposal.pdf
---	---

2.0 SCHEDULE

The Substantial Completion Date for this Task is	12/31/24	The Final Acceptance Date for this Task is	12/31/24
--	----------	--	----------

3.0 PRICING

Invoices will be billed on a monthly basis for completed work to date. The price for this task order is a not to exceed amount of	\$270,703.00	Independent Cost Estimate (ICE) link, if applicable	TO24-036 ICE.xlsx
This item is under UTA's simplified acquisition threshold (\$200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the	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

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?

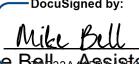
No

If federal assistance N/A funds are anticipated, the UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE) participation goal for this Task Order of

IN WITNESS WHEREOF, THIS TASK ORDER HAS BEEN EXECUTED BY UTA AND CONTRACTOR OR ITS APPOINTED REPRESENTATIVE

UTAH TRANSIT AUTHORITY:

Required Signatures Explanation Project Manager \$0 - 24,999
Legal Review \$25k or greater
Dir. of Capital Projects \$25k - 74,999
Chief Service Dev. Ofcr. \$75k - 199,999
Executive Director \$200,000+
Procurement/Contracts (for all)

Signature (Legal)
By:  DocuSigned by:
Mike Bell, Assistant Attorney General, UTA Legal Counsel
Date: 7/18/2024

PM Approval The costs associated with this item have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

Signature (Project Manager)
By:  DocuSigned by:
Jacob Wouden
Name: _____
Date: 7/17/2024

Director Approval I have evaluated the content of this task order and the scope of work described in the task ordering agreement and have made the determination that this Task Order is within the scope of work contemplated and described by the contracting parties when they executed the original task ordering agreement.

Signature (Director)
By:  DocuSigned by:
Jared Scarbrough
Name: _____
Date: 7/18/2024

Signature (Procurement)
By: _____
Name: _____
Date: _____

Signature (Chief Service Development Officer)
By: _____
David Hancock, Chief Service Development Officer
Date: _____

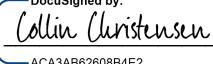
Signature

(Executive Director) By: _____
Jay Fox, Executive Director

Date: _____

COMPANY:

COMPANY: Stacy and Witbeck, Inc.

Signature
(Contractor) By: 
Date: 7/18/2024

DocuSigned by:
ACA3AB62608B4E2...

Stacy and Witbeck

July 15, 2024

On Call Services

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

Reference: On-Call Transit Infrastructure Design, Construction, Maintenance and Repair
Project No: 23-03811VW

Subject: 24-608-R1 - 2024 Garfield Tie and Ballast Replacement - Scope Letter

Dear Jake:

We are pleased to provide the attached cost estimate to replace 600 wood ties along the Garfield line segment. This estimate also includes cost to purchase, haul, and spread 300 TON of new ballast as needed in areas where ties are to be replaced.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials
- Certified Payrolls
- Disconnection/Connection of Signal or Track wires
- Disabling and Enabling of Crossings
- Buy America Certification
- Davis Bacon Wages

Clarifications:

- Please see detailed list of each bid item below.
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.
- Pricing is based on service working weekdays between the hours of 8am to 5pm.

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$33,714.00 – 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.

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

Stacy and Witbeck

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$4,070.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 5000 – Traffic & Pedestrian Control – 1 LS – Total \$2,686.00 – This bid item includes the cost to provide traffic and pedestrian control as necessary to access the Garfield track off adjacent city roads.

Bid Item 6000 – Procure Wood Ties/OTM – 600 EA – Total \$65,400.00 – This bid item includes procurement of new industrial 7'x 9" x 8'6" hardwood creosote mixed selectively end plated ties. Also includes purchase of 5 kegs of new spikes. Existing spikes and plates will be reused as much as possible.

Bid Item 7000 – Procure, Haul, & Spread Ballast – 300 TN – Total \$41,700.00 – This bid item includes the cost to purchase and haul 300 tons of ballast rock from material source to jobsite. Includes cost to mobilize a regulator onsite to tow a 20 TON ballast car while distributing ballast, and to dress the ballast in areas where ties are replaced.

Bid Item 8000 – Load/Haul Ties to Job Site – 600 EA – Total \$7,200.00 – This bid item includes the unloading and delivery of the ties to and from the project site.

Bid Item 9000 – Remove and Replace Wood Ties – 600 EA – Total \$91,800.00 – This bid item includes all labor, and equipment for the process of removing and replacing the existing ties with new wood ties. Includes disposal of existing ties.

Bid Item 10000 – Mobilization – 1 LS – Total \$5,247.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site and final project cleanup. It also includes portable restrooms and job dumpsters.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of \$18,886.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$270,703.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

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

07/14/2024

23:21

24-608-R1

2024 Garfield Tie & Ballast Replacement

*** Collin Christensen, CC

BID TOTALS

<u>Bid Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	33,714.00	33,714.00
2000	Safety Program & Administration	1.000	LS	4,070.00	4,070.00
5000	Traffic & Pedestrian Control	1.000	LS	2,686.00	2,686.00
6000	Procure Wood Ties/OTM	600.000	EA	109.00	65,400.00
7000	Procure, Haul, & Spread Ballast	300.000	TON	139.00	41,700.00
8000	Load/Haul Ties to Job Site	600.000	EA	12.00	7,200.00
9000	Remove & Replace Wood Ties	600.000	EA	153.00	91,800.00
10000	Mobilization	1.000	LS	5,247.00	5,247.00
<hr/>					
		Subtotal			\$251,817.00
<hr/>					
100000	Fee (7.5%)	1.000	LS	18,886.00	18,886.00
<hr/>					
		Bid Total	=====>		\$270,703.00
<hr/>					

Stacy and Witbeck On-Call Maintenance Contract #23-03811

Original Contract Amount	45,000,000.00
Change Orders	-
Total Expenditures to Date	2,516,116.00
Remaining Balance	42,483,884.00

Current Contract Value	2,245,413.00
Total Budgeted Contract Value	2,516,116.00



Date 04/05/2024

SGR393 On-Call Infrastructure Task #24-036
Contract: 23-03811VW

To whom it may concern,

Utah Transit Authority (UTA) has an On-Call Maintenance and Professional Services Contract with Stacy and Witbeck Inc., contract 23-03811VW. This document describes the scope of work that is being requested for the following task within the contract:

- **Garfield/Welbey Tie and ballast Replacement**
 - **Task order to cover removal and replacement of Wood ties along Garfield line and Welbey yard track.**
 - **Wood ties to be provided as part of this task order.**
 - **Ballast distribution and tamping shall be included on task order.**
 - **Contractor to maximize number of ties to be replaced for the NTE amount.**
 - **Task order to include all other plates and spikes as needed.**
 - **Task order to include all labor, including mobilization to job site.**
 - **Task order shall not exceed \$300,000.00.**

This is Task Order #24-036 under this contract.

This task shall include the time for Option Year One, as described in the RFP for this contract. This includes the following staff:

- Infrastructure Project Manager (PM)
 - Manages contract, tasks, schedules, budget, cost estimating, contractor resource management and scheduling, and other Project Manager duties as required by this contract.
 - **Rate (with contractor fee and insurance): \$131.00**
- Infrastructure Superintendent
 - 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,

DocuSigned by:

 7/17/2024
 D5E0DB8278A44C4...

(Signature)



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Service Officer
PRESENTER(S): Jared Scarbrough Director of Capital Design and Construction
Jacob Wouden, Project Manager,

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-025 - Parkway Ave Grade Crossing Replacement (Stacy and Whitbeck, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Authorize the Executive Director to execute task order No. 24-025, and associated disbursements, on the On-call Infrastructure Maintenance contact with Stacy and Witbeck, Inc. in the amount of \$309,677.00 to replace the grade crossing at Parkway Ave on the Green 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 master task ordering agreement (MTOA) and authorized the Executive Director to execute the MTOA with Stacy and Witbeck Inc. on April 18, 2024. This 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 ride quality
- Potential stray current issues

DISCUSSION:

UTA Staff is requesting approval of Task Order 24-025 with Stacy Witbeck, Inc. to complete the removal and replacement of the Parkway AVE Grade Crossing on the Green line in the amount of \$309,677.00. 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 create a smoother ride for both passengers and driving public. This Task Order has been determined to be within the scope of the master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	23-03811-24-025
Base Contract Effective Dates:	April 22, 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:	\$2,516,116
Amendment Amount:	\$309,677
New/Total Contract Value:	\$2,825,793 (the total 5-year NTE value of this MTOA is \$45,000,000)
Procurement Method:	RFP best value modification
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:

Not replace the crossing

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 are outlined below. The total 5-year Not-To-Exceed (NTE) amount is \$15,900,000. All funds will come from the Capital Development Budget 40-7393.63000.1002.

2024 Capital Budgeted Total: \$3,000,000

2025 Capital Plan Request: \$4,500,000

2026 Capital Plan Request: \$2,200,000

2027 Capital Plan Request: \$2,200,000

2028 Capital Plan Request: \$4,000,000

Expected 5-year Grade Crossing spend: \$15,900,000

ATTACHMENTS:

- 1) Contract



Task Order Request #TO24-025 - Parkway Ave Grade Crossing

Status	Draft	Assignees	Jacob Wouden
Created Date	Jul 15, 2024	Issued Date	
		Location	24-025 Parkway Ave Grade Crossing

TASK ORDER IDENTIFICATION

Contract No	23-03811		
Contractor Name	Stacy and Witbeck, Inc.	Contract Start Date	04/22/24
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	24-620 - Parkway Ave Trax Embedded Crossing - Scope Letter and Price Proposal.pdf
---	---

2.0 SCHEDULE

The Substantial Completion Date for this Task is	12/31/24	The Final Acceptance Date for this Task is	12/31/24
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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	\$309,677.00	Independent Cost Estimate (ICE) link, if applicable	TO24-025_ICE.xlsx
This item is under UTA's simplified acquisition threshold (\$200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the	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

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

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 Bell
Mike Bell, Assistant Attorney General, UTA Legal Counsel

Date: 7/17/2024

PM Approval

The costs associated with this item 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: 
Jacob Wouden
D5E00DB8278A44C4

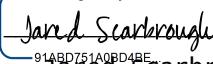
Name: Jacob Wouden

Date: 7/15/2024

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: 
Jared Scarbrough
91A8D751A0BD4BE

Name: Jared Scarbrough

Date: 7/16/2024

Signature (Procurement)

By: _____
Name: _____
Date: _____

Signature (Chief Service Development Officer)

By: _____
David Hancock, Chief Service Development Officer
Date: _____

**Signature
(Executive Director)** By: _____
Jay Fox, Executive Director
Date: _____

COMPANY:

COMPANY: Stacy and Witbeck, Inc.
DocuSigned by:
**Signature
(Contractor)** By: Collin Christensen
Date: 7/17/2024

Stacy and Witbeck

July 14, 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: 24-620 - Parkway Ave Trax Embedded Crossing

Dear Jake:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at Parkway Ave. on the Green Line with 236 TF of embedded track crossing. The existing rail will be replaced with new 115# rail provided by UTA. Stacy and Witbeck has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders. A complete power down of the overhead contact wires will be required to safely perform the demolition portion of work on both tracks. We look forward to constructing this project for UTA this year at a mutually agreed upon schedule.

Exclusions:

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

Clarifications:

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

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

Stacy and Witbeck

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$22,722.00 – 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 \$3,528.00 – 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 \$9,055.00 – 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 \$10,205.00 – 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 \$4,484.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – Parkway Avenue Embedded Crossing – 236 TF - Total \$223,964.00 – This bid item includes the following items.

- Item 7010– Roadway Striping – Includes reinstating all striping and pavement markings affected by the construction.
- Item 7020 – Demo Existing Crossing - Includes saw cutting, removal, haul off and dump fees for roadway, crossing, curb, sidewalk, and excavation.
- Item 7030 – Aggregate Base - Includes aggregate base course under the Tracks, AC pavement, sidewalk, and curb.
- Item 7040 – Asphalt Cement Roadway Paving - Includes 155 SY of AC paving between the tracks and to tie into the existing roadway on the east and west sides of the tracks.
- Item 7050 – Concrete Sidewalk and Curb – Includes replacement of 5 LF of curb and gutter, and 60 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 20 115# thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000
- 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 96"x 15" track slab, rather than an 84" x 15" track slab.

Stacy and Witbeck

Bid Item 8000 – Rail Salvage Credit – 9 TN – (\$160/TN) – Total (\$1,440.00) – 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 \$8,689.00 – 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 \$21,605.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$309,677.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

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

07/14/2024

21:59

24-620

Parkway Ave TRAX Embedded Crossing

*** Collin Christensen, CC

BID TOTALS

<u>Bid Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	22,722.00	22,722.00
1100	Permits & Regulatory Approvals	1.000	LS	2,242.00	2,242.00
2000	Safety Program & Administration	1.000	LS	3,528.00	3,528.00
2500	Key Personnel Travel & Subsistence	1.000	LS	4,623.00	4,623.00
3000	QC Program & Testing	1.000	LS	9,055.00	9,055.00
5000	Traffic & Pedestrian Control	1.000	LS	10,205.00	10,205.00
6000	Construction Survey/Layout	1.000	LS	4,484.00	4,484.00
7000	Parkway Ave Embedded Crossing	236.000	TF	949.00	223,964.00
8000	Rail Salvage Credit	9.000	TN	-160.00	-1,440.00
10000	Mobilization	1.000	LS	8,689.00	8,689.00
<hr/>				Subtotal	\$288,072.00
100000	Fee (7.5%)	1.000	LS	21,605.00	21,605.00
<hr/>				Bid Total	===== > \$309,677.00
<hr/>					



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Service Officer
PRESENTER(S): Jared Scarbrough Director of Capital Design and Construction
Jacob Wouden, Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-026 - 9400 South Grade Crossing Replacement (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Authorize the Executive Director to execute task order No. 24-026, and associated disbursements, on the On-call Infrastructure Maintenance contact with Stacy and Witbeck Inc. in the amount of \$353,051.00 to replace the grade crossing at 9400 South 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 master task ordering agreement (MTOA) and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on April 18, 2024. This 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 ride quality
- Potential stray current issues

DISCUSSION:

UTA Staff is requesting approval of Task Order 24-026 with Stacy Witbeck, Inc. to complete the removal and replacement of the 9400 South grade crossing on the N/S line in the amount of \$353,051.00. 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 create a smoother ride for both passengers and driving public. This Task Order has been determined to be within the scope of the master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	23-03811-24-026
Base Contract Effective Dates:	April 22, 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:	\$2,825,793
Amendment Amount:	\$353,051
New/Total Contract Value:	\$3,178,844 (the total 5-year NTE value of this MTOA is \$45,000,000)
Procurement Method:	RFP best value modification
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:

Not replace the crossing

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 are outlined below. The total 5-year Not-To-Exceed (NTE) amount is \$15,900,000. All funds will come from the Capital Development Budget 40-7393.63000.1002.

2024 Capital Budget Total: \$3,000,000

2025 Capital Plan Request: \$4,500,000

2026 Capital Plan Request: \$2,200,000

2027 Capital Plan Request: \$2,200,000

2028 Capital Plan Request: \$4,000,000

Expected 5-year Grade Crossing spend: \$15,900,000

ATTACHMENTS:

- 1) Contract/Task Order



Task Order Request #TO24-026 - 9400 S Grade Crossing

Status	Open	Assignees	Jacob Wouden
Created Date	Jul 15, 2024	Issued Date	Jul 15, 2024
		Location	24-026 9400 S Grade Crossing

TASK ORDER IDENTIFICATION

Contract No	23-03811
Contractor Name	Stacy and Witbeck, Inc.
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	24-621 - 9400 South Trax Embedded Crossing - Scope Letter and Price Proposal.pdf
---	--

2.0 SCHEDULE

The Substantial Completion Date for this Task is	12/31/24	The Final Acceptance Date for this Task is	12/31/24
--	----------	--	----------

3.0 PRICING

Invoices will be billed on a monthly basis for completed work to date. The price for this task order is a not to exceed amount of	\$353,051.00	Independent Cost Estimate (ICE) link, if applicable	TO24-026_ICE.xlsx
This item is under UTA's simplified acquisition threshold (\$200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the	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

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

IN WITNESS WHEREOF, THIS TASK ORDER HAS BEEN EXECUTED BY UTA AND CONTRACTOR OR ITS APPOINTED REPRESENTATIVE

UTAH TRANSIT AUTHORITY:

Required Signatures Explanation: Project Manager \$0 - 24,999
Legal Review \$25k or greater
Dir. of Capital Projects \$25k - 74,999
Chief Service Dev. Ofcr. \$75k - 199,999
Executive Director \$200,000+
Procurement/Contracts (for all)

Signature (Legal)

By:  DocuSigned by:
Mike Bell, Assistant Attorney General, UTA Legal Counsel

Date: 7/17/2024

PM Approval

The costs associated with this item have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

Signature (Project Manager)

By:  DocuSigned by:
Jacob Wouden

Date: 7/16/2024

Director Approval

I have evaluated the content of this task order and the scope of work described in the task ordering agreement and have made the determination that this Task Order is within the scope of work contemplated and described by the contracting parties when they executed the original task ordering agreement.

Signature (Director)

By:  DocuSigned by:
Jared Scarbrough

Date: 7/16/2024

Signature (Procurement)

By: _____
Name: _____
Date: _____

Signature (Chief Service Development Officer)

By: _____
David Hancock, Chief Service Development Officer
Date: _____

**Signature
(Executive Director)** By: _____
Jay Fox, Executive Director
Date: _____

COMPANY:

COMPANY: Stacy and Witbeck, Inc.

**Signature
(Contractor)** By: 
ACA3AB62608B4E2
Date: 7/17/2024

Stacy and Witbeck

July 14, 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: 24-621 - 9400 South Trax Embedded Crossing

Dear Jake:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at 9400 South on the Blue Line with 224 TF of embedded track crossing. The existing rail will be replaced with new 115# rail provided by UTA. Stacy and Witbeck has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders. A complete power down of the overhead contact wires will be required to safely perform the demolition portion of work on both tracks. We look forward to constructing this project for UTA this year at a mutually agreed upon schedule.

Exclusions:

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

Clarifications:

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

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

Stacy and Witbeck

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$22,534.00 – 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 \$2,224.00 – 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 \$3,499.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total \$4,585.00 – 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 \$8.986.00 – 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 \$10.120.00 – 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 \$4.447.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – 9400 South Embedded Crossing – 224 TF - Total \$264.768.00 – This bid item includes the following items.

- Item 7010– Roadway Striping – Includes reinstating all striping and pavement markings affected by the construction.
- Item 7020 – Demo Existing Crossing - Includes saw cutting, removal, haul off and dump fees for roadway, crossing, curb, sidewalk, and excavation.
- Item 7030 – Aggregate Base - Includes aggregate base course under the Tracks, AC pavement, sidewalk, and curb.
- Item 7040 – Asphalt Cement Roadway Paving - Includes 186 SY of AC paving between the tracks and to tie into the existing roadway on the east and west sides of the tracks.
- Item 7050 – Concrete Sidewalk and Curb – Includes replacement of 5 LF of curb and gutter, and 60 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
- 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 96"x 15" track slab, rather than an 84" x 15" track slab.

Stacy and Witbeck

Bid Item 8000 – Rail Salvage Credit – 8.5 TN – (\$160/TN) – Total (\$1,360.00) – 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 \$8,617.00 – 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 \$24,631.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$353,051.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

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

07/14/2024

22:20

24-621

9400 South TRAX Embedded Crossing

*** Collin Christensen, CC

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	22,534.00	22,534.00
1100	Permits & Regulatory Approvals	1.000	LS	2,224.00	2,224.00
2000	Safety Program & Administration	1.000	LS	3,499.00	3,499.00
2500	Key Personnel Travel & Subsistence	1.000	LS	4,585.00	4,585.00
3000	QC Program & Testing	1.000	LS	8,986.00	8,986.00
5000	Traffic & Pedestrian Control	1.000	LS	10,120.00	10,120.00
6000	Construction Survey/Layout	1.000	LS	4,447.00	4,447.00
7000	9400 South Embedded Crossing	224.000	TF	1,182.00	264,768.00
8000	Rail Salvage Credit	8.500	TN	-160.00	-1,360.00
10000	Mobilization	1.000	LS	8,617.00	8,617.00
<hr/>					
		Subtotal			\$328,420.00
<hr/>					
100000	Fee (7.5%)	1.000	LS	24,631.00	24,631.00
<hr/>					
		Bid Total	=====>		\$353,051.00
<hr/>					



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Service Officer
PRESENTER(S): Jared Scarbrough Director of Capital Design and Construction
Jacob Wouden, Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-027 - 9000 South Grade Crossing Replacement (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Authorize the Executive Director to execute task order No. 24-027, and associated disbursements, on the On-call Infrastructure Maintenance contact with Stacy and Witbeck in the amount of \$521,516.00 to replace the grade crossing at 9000 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 master task ordering agreement (MTOA) and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on April 18, 2024. This contract 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 ride quality
- Potential stray current issues

DISCUSSION:

UTA Staff is requesting approval of Task Order 24-027 with Stacy Witbeck, Inc. to complete the removal and replacement of the 9000 S Grade Crossing on the N/S line in the amount of \$521,516.00. 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 create a smoother ride for both passengers and driving public. This Task Order has been determined to be within the scope of the master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	23-03811-24-027
Base Contract Effective Dates:	April 22, 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:	\$3,178,844
Amendment Amount:	\$521,516
New/Total Contract Value:	3,700,360 (the total 5-year NTE value of this MTOA is \$45,000,000)
Procurement Method:	RFP best value modification
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:

Not replace the crossing.

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 are outlined below. The total 5-year Not-To-Exceed (NTE) amount is \$15,900,000. All funds will come from the Capital Development Budget 40-7393.63000.1002.

2024 Capital Budgeted Total: \$3,000,000

2025 Capital Plan Request: \$4,500,000

2026 Capital Plan Request: \$2,200,000

2027 Capital Plan Request: \$2,200,000

2028 Capital Plan Request: \$4,000,000

Expected 5-year Grade Crossing spend: \$15,900,000

ATTACHMENTS:

1) Contract



Task Order Request #TO24-027 - 9000 S Grade Crossing

Status	Open	Assignees	Jacob Wouden
Created Date	Jul 16, 2024	Issued Date	Jul 16, 2024
		Location	24-027 9000 S Grade Crossing

TASK ORDER IDENTIFICATION

Contract No	23-03811
Contractor Name	Stacy and Witbeck, Inc.
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	24-622 - 9000 South Trax Embedded Crossing - Scope Letter and Price Proposal.pdf
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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
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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	\$521,516.00	Independent Cost Estimate (ICE) link, if applicable	TO24-027_ICE.xlsx
This item is under UTA's simplified acquisition threshold (\$200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the	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

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

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 Bell
Mike Bell, Assistant Attorney General, UTA Legal Counsel

Date: 7/17/2024

PM Approval

The costs associated with this item 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: 
Jacob Wouden
Name: Jacob Wouden
Date: 7/16/2024

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: 
Jared Scarbrough
Name: Jared Scarbrough
Date: 7/16/2024

Signature (Procurement)

By: _____
Name: _____
Date: _____

Signature (Chief Service Development Officer)

By: _____
David Hancock, Chief Service Development Officer
Date: _____

**Signature
(Executive Director)** By: _____
Jay Fox, Executive Director
Date: _____

COMPANY:

COMPANY: Stacy and Witbeck, Inc.
DocuSigned by:
**Signature
(Contractor)** By: Collin Christensen
Date: 7/17/2024

Stacy and Witbeck

July 14, 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: 24-622 - 9000 South Trax Embedded Crossing

Dear Jake:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at 9000 South on the Blue Line with 266 TF of embedded track crossing. The existing rail will be replaced with new 115# rail provided by UTA. Stacy and Witbeck has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders. A complete power down of the overhead contact wires will be required to safely perform the demolition portion of work on both tracks. We look forward to constructing this project for UTA this year at a mutually agreed upon schedule.

Exclusions:

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

Clarifications:

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

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

Stacy and Witbeck

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$25,815.00 – 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 \$2,233.00 – 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 \$3,513.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total \$4,603.00 – 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 \$9,034.00 – 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 \$21,337.00 – 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 \$4,465.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – 9000 South Embedded Crossing – 224 TF - Total \$405,916.00 – This bid item includes the following items.

- Item 7010– Roadway Striping – Includes reinstating all striping and pavement markings affected by the construction.
- Item 7020 – Demo Existing Crossing - Includes saw cutting, removal, haul off and dump fees for roadway, crossing, curb, sidewalk, and excavation.
- Item 7030 – Aggregate Base - Includes aggregate base course under the Tracks, AC pavement, sidewalk, and curb.
- Item 7040 – Asphalt Cement Roadway Paving - Includes 569 SY of AC paving between the tracks and to tie into the existing roadway on the east and west sides of the tracks.
- Item 7050 – Concrete Sidewalk and Curb – Includes replacement of 650 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
- 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 96"x 15" track slab, rather than an 84" x 15" track slab.

Stacy and Witbeck

Bid Item 8000 – Rail Salvage Credit – 10 TN – (\$160/TN) – Total (\$1,600.00) – 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 \$10,038.00 – 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 \$36,162.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$521,516.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

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

07/14/2024

22:49

24-622

9000 South TRAX Embedded Crossing

*** Collin Christensen, CC

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	25,815.00	25,815.00
1100	Permits & Regulatory Approvals	1.000	LS	2,233.00	2,233.00
2000	Safety Program & Administration	1.000	LS	3,513.00	3,513.00
2500	Key Personnel Travel & Subsistence	1.000	LS	4,603.00	4,603.00
3000	QC Program & Testing	1.000	LS	9,034.00	9,034.00
5000	Traffic & Pedestrian Control	1.000	LS	21,337.00	21,337.00
6000	Construction Survey/Layout	1.000	LS	4,465.00	4,465.00
7000	9000 South Embedded Crossing	266.000	TF	1,526.00	405,916.00
8000	Rail Salvage Credit	10.000	TN	-160.00	-1,600.00
10000	Mobilization	1.000	LS	10,038.00	10,038.00
<hr/>				Subtotal	\$485,354.00
100000	Fee (7.5%)	1.000	LS	36,162.00	36,162.00
<hr/>				Bid Total	=====> \$521,516.00
<hr/>					



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Service Officer
PRESENTER(S): Jared Scarbrough Director of Capital Design and Construction
Jacob Wouden, Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order #24-046 - Union Interlocking Trackwork Installation (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Authorize the Executive Director to execute task order No. 24-046, and associated disbursements, on the On-Call Infrastructure Maintenance task ordering contact with Stacy and Witbeck in the amount of \$246,686.00 to replace trackwork components in the Union interlocking area for all rail lines as part of the SGR program.

BACKGROUND:

In December 2023, UTA released a Request for Proposal (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 ride quality
- Potential stray current issues

DISCUSSION:

UTA Staff is requesting approval of Task Order 24-046 with Stacy Witbeck, Inc. to complete the removal and replacement of trackwork components at Union interlocking in the amount of \$246,686.00. The scope of this request includes all time, labor, and other items needed to remove the Guard Rail on the Green Line, Frog, switch points, stock rail, wood to concrete ties, and comp welds on the N/S line. By replacing these track components, we extend the useful life, provide new rail, and create a smoother ride for both passengers and create a safe system for operations. This Task Order has been determined to be within the scope of the master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	23-03811-24-046
Base Contract Effective Dates:	April 22, 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:	\$3,700,360
Amendment Amount:	\$246,686
New/Total Contract Value:	\$3,947,046 (the total 5-year NTE value of this MTOA is \$45,000,000)
Procurement Method:	RFP best value modification
Budget Authority:	Approved 2024 Capital Budget

ALTERNATIVES:

Not replace the worn track components which would result in failure and derailment of trains.

FISCAL IMPACT:

The 2024 approved budget for SGR385 includes \$6,100,000.00 for UTA's rail infrastructure rehabilitations and replacements. Projected funding requests for 2025, 2026, 2027, and 2028 are outlined below. The total 5-year Not-To-Exceed (NTE) amount is \$23,222,000.00. All funds will come from the Capital Development Budget 7385.63000.1002.

2024 Capital Budget Total: \$6,100,000.00

2025 Capital Plan: \$6,200,000.00

2026 Capital Plan: \$2,435,000.00

2027 Capital Plan: \$4,500,000.00

2028 Capital Plan: \$3,987,000.00

Expected 5-year rail rehabilitation and replacement spend: \$23,222,000.00

ATTACHMENTS:

- 1) Contract



Task Order Request #TO24-046 - Union Interlocking Trackwork Install

Status	Open	Assignees	Jacob Wouden
Created Date	Jul 22, 2024	Issued Date	Jul 22, 2024
		Location	24-045 Union Trackwork Install>24-046 Union Trackwork Install

TASK ORDER IDENTIFICATION

Contract No	23-03811	Contract Start Date	04/22/24
Contractor Name	Stacy and Witbeck, Inc.		
Account Code(s)	40-7385.63000.1010		

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

[24-619 - Union Interlocking Construction - Scope Letter and Price Proposal\[26\].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
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3.0 PRICING

The pricing agreement for this item is one of the following:	Lump Sum	Invoices will be billed on a monthly basis for completed work to date. The price for this item is in the amount of	\$246,686.00
Independent Cost Estimate (ICE) link, if applicable	TO24-046_ICE.xlsx	This item is under UTA's simplified acquisition threshold (\$200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the	No

This item is greater Yes than UTA's simplified acquisition threshold (\$200,000) and thus requires an Independent Cost Estimate (ICE). I have reviewed and found the ICE within the appropriate range for approval.

original contract rates.

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
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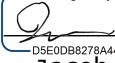
IN WITNESS WHEREOF, THIS TASK ORDER HAS BEEN EXECUTED BY UTA AND CONTRACTOR OR ITS APPOINTED REPRESENTATIVE

UTAH TRANSIT AUTHORITY:

Required Signatures	Project Manager \$0 - 24,999
Explanation	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 Bell, Assistant Attorney General, UTA Legal Counsel
Date: 7/23/2024

PM Approval The costs associated with this item 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:  Jacob Wouden
Name: Jacob Wouden
Date: 7/22/2024

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:  Jared Scarbrough
Name: Jared Scarbrough

Date: 7/23/2024**Signature (Procurement)** By: _____

Name: _____

Date: _____

Signature (Chief Service Development Officer) By: _____
David Hancock, Chief Service Development Officer
Date: _____**Signature (Executive Director)** By: _____
Jay Fox, Executive Director
Date: _____

COMPANY:**COMPANY:** Stacy and Witbeck, Inc.**Signature (Contractor)** By: 
Collin Christensen
Date: 7/23/2024

Stacy and Witbeck

June 26, 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: 24-619 - Union Interlocking Construction

Dear Jake:

We are pleased to provide the attached cost estimate to remove and replace the restraining rail, frogs, point rail and stock rails, and several ties at Union Interlocking.

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

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$20,499.00 – 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.

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

Stacy and Witbeck

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$5,269.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 3000 – QC Program & Testing – 1 LS – Total \$7,576.00 – 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 5500 – Key Personnel Travel & Subsistence – 1 LS – Total \$4,841.00 – This bid item includes cost to provide travel arrangements and subsistence for 2 key track personnel for the duration of the work.

Bid Item 6000 – Union Interlocking Construction – 1 LS – Total \$178,959.00 – This bid item includes the cost for to remove all existing track components marked to be replaced. This includes, the point rails, stock rails between the frogs and points, restraining rail on both curves, insulated joints within the project limits, swapping out wood ties for concrete ties in multiple locations, and thermite comp welds to transition the special trackwork to the outside 133 RE rail. All work is assumed to be completed in conjunction with the 300 west crossing shutdown, and no train service in place during the construction.

Bid Item 10000 – Mobilization – 1 LS – Total \$12,332.00 – 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 \$17,210.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$246,686.00**

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)

06/26/2024 16:34
 24-619 Union Interlocking Construction
 *** Collin Christensen, CC

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	20,499.00	20,499.00
2000	Safety Program & Administration	1.000	LS	5,269.00	5,269.00
3000	QC Program & Testing	1.000	LS	7,576.00	7,576.00
5500	Key Personnel & Travel Subsistence	1.000	LS	4,841.00	4,841.00
6000	Union Interlocking Construction	1.000	LS	178,959.00	178,959.00
10000	Mobilization	1.000	LS	12,332.00	12,332.00
				Subtotal	\$229,476.00
100000	Fee (7.5%)	1.000	LS	17,210.00	17,210.00
				Bid Total =====>	\$246,686.00



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Mitch Nielsen, Claims Administrator

TITLE:

Disbursement: UTA v Pulsipher Settlement Approval

AGENDA ITEM TYPE:

Disbursement

RECOMMENDATION:

Approve and authorize the Executive Director to execute the settlement agreement and associated disbursements for UTA v Pulsipher in the amount of \$375,000.00.

BACKGROUND:

Claim for bodily injury to Christopher Pulsipher. Pulsipher sustained injuries when he was a passenger on a UTA bus on June 6, 2021. The bus collided with a power pole along with other structures. This case was assigned claim number GL-47847-12718.

DISCUSSION:

Preponderance of evidence weighs against the bus operator for causing the accident. Authorization is requested to pay settlement agreement in total of \$375,000.00.

ALTERNATIVES:

Not approving this settlement would likely result in further litigation and an unfavorable verdict in court.

FISCAL IMPACT:

The settlement agreement is for \$375,000.00. Funding for this disbursement is budgeted as part of the 2024

operating budget for the Claims and Insurance Department. As a self-insured entity in Utah, UTA is required to have a designated cash account sufficient to cover all probable losses.

ATTACHMENTS:

None



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): David Wilkins, Utah Attorney General Transit Division Director

TITLE:

Complimentary Fare: Transit Passes for Utah Attorney General Staff Representing the Utah Transit Authority

AGENDA ITEM TYPE:

Service or Fare Approval

RECOMMENDATION:

Approve the issuance of complimentary passes for attorneys and staff assigned to represent UTA from the Utah Attorney General's Office for their term of assignment as presented.

BACKGROUND:

This is to update language from an item that was approved by the Board on the August 12, 2020. The Board approved attorneys representing the Utah Transit Authority (UTA) from the Utah Attorney General's Office (AG Office) to receive transit passes while assigned to represent UTA. The language of the memo indicated that only attorneys receive the benefit. However, since August 2020 additional staff from the AG Office that are not attorneys have been assigned to UTA.

DISCUSSION:

This request is to seek Board approval to update the authority from the August 12, 2020 action to include AG Office staff in addition to the already approved AG Office attorneys. Currently, the AG Office assigned Attorneys receive a transit pass benefit through UTA, however, AG Office assigned staff do not.

Recommend that the current attorneys, all future assigned attorneys, and staff, while employed by the AG Office and assigned to represent UTA, receive a complimentary transit pass. The complimentary pass will allow assigned attorneys and staff to commute on the UTA system free of charge. The pass will be in the form of an electronic fare card and will require the pass holder to tap on and tap off the UTA system when riding. The pass benefits will terminate at the time the respective attorney or staff ceases to represent UTA.

ALTERNATIVES:

Not provide complimentary passes for AG Office attorneys or staff assigned to UTA.

FISCAL IMPACT:

The value of the four (4) complimentary passes is estimated to be \$8,160 annually and is based on the public premium monthly pass rate of \$170/month.

ATTACHMENTS:

None



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Daniel Hofer, Director- Capital Programming and Support
Greg Andrews, Senior Capital Budget Analyst

TITLE:

TBA2024-08-01 - Technical Budget Adjustment - 2024 Capital Program

AGENDA ITEM TYPE:

Other Approval

RECOMMENDATION:

Approve TBA2024-08-01 to authorize transfer of \$13.270 million between various projects within the 2024 Capital Budget as presented.

BACKGROUND:

Board Policy 2.3 Budget allows the Board of Trustees to amend or supplement the Authority's budget at any time after its adoption. The Board may do this through a Technical Budget Adjustment (TBA) when the request does not increase budget authority, or through a Budget Amendment, after consultation with the Local Advisory Council, when an increase in the annual appropriation authority is requested.

DISCUSSION:

This Technical Budget Adjustment will transfer a total of \$13.270 million to various projects within UTA's 2024 capital program to aid in the delivery of projects this year. This request will affect the current budget total of 17 different projects within UTA's capital program. Due to the length of the list, a supplemental document has been provided which details the current budgets for the affected projects, the requested amount, and the proposed new total, dependent on approval from the Board of Trustees.

The main benefits UTA anticipates will result from the proposed Technical Budget

Adjustment include:

- Aligning budgets with contract milestones or anticipated expenditure amounts for the projects through the end of 2024.
- The Light Rail Train (LRT) Stray Current Control project, Capital Contingency, the Rail Switches, SD100/SD160 Light Rail Vehicle Replacement, and Trackwork Controls are all projects within UTA's capital program where funds exist to accommodate the requests above.
- Additional funding to the Operations System project will allow for UTA to purchase licenses to move an additional working group to the new Operations System for timekeeping functionality.
- Capital Contingency funds in the amount of \$320,000 are being requested to support the procurement of two Contract Administrators that will be procured competitively to help assist with UTA Capital Procurements.

ALTERNATIVES:

The following are alternatives the Board could consider:

- Projects would be cancelled.
- Projects could be delayed until next year.
- The Board may request revisions to the proposed Technical Budget Adjustment.

FISCAL IMPACT:

The proposed TBA of \$13.270 million will be funded by the approved 2024 Capital Budget. Funds will be redistributed among the projects as described in the presentation and supplemental material contained within this packet, with those delayed projects being accounted for in the 2025-29 Five Year Capital Plan currently being developed.

If the TBA is approved, \$320,000 will be transferred from the Capital Contingency and there will be a balance remaining in the Capital Contingency of \$3,945,000.

There is no increase in budget authority. There will be a \$5.465 million decrease on UTA's Fund Balance with this TBA.

ATTACHMENTS:

- TBA2024-08-01 Technical Budget Adjustment - Capital
- TBA2024-08-01 Details

UTAH TRANSIT AUTHORITY

2024 CAPITAL BUDGET

BUDGET ADJUSTMENT

REF#: TBA 2024-08-01

<u>Funding Sources</u>	<u>Adopted 2024 Budget</u>	Technical	
		<u>Budget</u>	<u>Adjusted 2024 Capital Budget</u>
1 UTA Current Year Funding	\$ 134,872,000	\$ 5,465,000	\$ 140,337,000
2 Grants	60,553,000	(5,215,000)	55,338,000
3 Local Partner Contributions	8,913,000		8,913,000
4 State Contribution	13,483,000	4,500,000	17,983,000
5 Leasing	39,725,000		39,725,000
6 Bonding	6,994,000	(4,750,000)	2,244,000
7 Total Funding Sources	264,540,000	-	264,540,000
<u>Expense</u>			
8 Capital Services	205,808,000	(6,895,000)	198,913,000
MSP 208 Clearfield Trail	2,210,000	50,000	2,260,000
MSP 253 Mid Valley BRT	10,000,000	4,500,000	14,500,000
MSP 265 Program Mgmt Support	1,970,000	905,000	2,875,000
REV 238 SD100/160 Replacement	10,000,000	(9,500,000)	500,000
SGR 398 OCS Rehab/Replacement	3,400,000	(1,100,000)	2,300,000
SGR 047 LRT Stray Current Control	511,000	(65,000)	446,000
SGR 403 Train Control	6,062,000	(1,100,000)	4,962,000
SGR 404 Rail Switches & Trackwork	4,400,000	(585,000)	3,815,000
9 Finance	28,877,000	4,680,000	33,557,000
REV 239 Future Rail Car Purchase Pymt	5,000,000	5,000,000	10,000,000
MSP 999 Capital Contingency	4,265,000	(320,000)	3,945,000
10 Enterprise Strategy	10,758,000	1,815,000	12,573,000
ICI 001 Passenger Information	1,400,000	(500,000)	900,000
ICI 191 IT Managed Reserves	407,000	(50,000)	357,000
ICI 213 eVoucher2	334,000	415,000	749,000
ICI 217 Transit Management System	200,000	(50,000)	150,000
ICI 230 Operations System	2,400,000	2,000,000	4,400,000
11 Operations	7,878,000	250,000	8,128,000
FMA 688 Lab Building Demo/Parking Lot	250,000	250,000	500,000
12 Planning & Engagement	6,436,000	-	6,436,000
13 Executive Director	2,628,000	-	2,628,000
14 People	2,155,000	150,000	2,305,000
MSP 310 Bus Training Simulator	450,000	150,000	600,000
15 Total Expense	\$ 264,540,000	-	\$ 264,540,000

Technical Budget Adjustment Details

The projects listed below outline the projects effected by this proposed Technical Budget Adjustment. Details provided include the current 2024 Capital Budget Amount, the Requested Amount, and the new 2024 Adjusted Capital Budget amount.

Project Code/Name	2024 Budget	Requested Amount	2024 Adjusted Total
REV238- SD100/SD160 Light Rail Vehicle Replacement	10,000,000	(9,500,000)	500,000
SGR403- Train Control	6,062,000	(1,100,000)	4,962,000
SGR398- OCS Rehab/Replacement	3,400,000	(1,100,000)	2,300,000
SGR404- Rail Switches & Trackwork Controls	4,400,000	(585,000)	3,815,000
ICI001- Passenger Information	1,400,000	(500,000)	900,000
MSP999- Capital Contingency	4,265,000	(320,000)	3,945,000
SGR047- LRT Stray Current Control	511,000	(65,000)	446,000
ICI191- IT Managed Reserves	407,000	(50,000)	357,000
ICI217- Transit Management System	200,000	(50,000)	150,000
MSP208- Clearfield Trail	2,210,000	50,000	2,260,000
MSP310- Bus Training Simulator	450,000	150,000	600,000
FMA688- Lab Building Demo/Parking Lot	250,000	250,000	500,000
ICI213- Evoucher 2	334,000	415,000	749,000
MSP265- Program Management Support	1,970,000	905,000	2,875,000
ICI230- Operations System	2,400,000	2,000,000	4,400,000
MSP253- Mid Valley BRT	10,000,000	4,500,000	14,500,000
REV239 - HB322 Future Rail Car Purchase Payment	5,000,000	5,000,000	10,000,000
Total	53,259,000	-	53,259,000



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Carlton Christensen, Chair, Board of Trustees
PRESENTER(S): Lindsey Nielsen, Central Wasatch Commission Executive Director

TITLE:

Central Wasatch Commission Update

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion

BACKGROUND:

The Central Wasatch Commission is the governmental entity that the Mountain Accord charter called to create. Upon its creation, the Central Wasatch Commission was tasked with carrying out projects initiated during the Mountain Accord process including federal legislation, the Central Wasatch National Conservation and Recreation Area Act, the Environmental Dashboard, the Visitor Use Study, and canyon transportation improvements.

DISCUSSION:

Representatives of the Central Wasatch Commission will report on the accomplishments, goals, and plans of the CWC.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

None



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Select a meeting body.
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Services Officer
PRESENTER(S): Paul Drake, Director of Real Estate and TOC
Sean Murphy, Facility Development Manager

TITLE:

Salt Lake Central Station Redevelopment

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

No formal action. Information only.

BACKGROUND:

In 2019, the UTA Board of Trustees adopted a Station Area Plan for Salt Lake Central Station. The plan envisioned the district as a vibrant community center, anchored by the historic Rio Grande Building to the east and a new, mixed-use office tower on the west, positioned between the light- and commuter-rail platforms. The new development and building would potentially accommodate long-term administrative workspace for UTA and a welcoming transit entry to the city.

Since then, additional planning and assessments have occurred. The city refined its plans for redevelopment of the district, and UTA assessed the condition of several of its facilities, including FLHQ. The assessment identified significant deficiencies in UTA's current headquarters building. Many of the systems within the building have reached, or are approaching, obsolescence. Considerable development efforts are underway or proposed in the area, indicating appropriate timing of redevelopment. UTA has begun to explore how to leverage a facility investment to realize redevelopment at and around the Salt Lake Central Station, with the hope of improving the transit rider experience and adding vitality to a distressed part of downtown.

DISCUSSION:

UTA's Facility Development team and consultants have explored the feasibility of developing a building at Salt Lake Central Station. Conceptual plans for the building and surrounding improvements have been completed.

Plans include an improved indoor/outdoor transit rider environment with accommodations for restaurants, retail frontage, Amtrak services, and other amenities. The building massing and orientation will be a fitting bookend to the Rio Grande Building on the opposite end of 300 South, which is intended to become a mixed-use, pedestrian-focused festival street. The building is conceived to include considerable private office space to optimize the transit-rich location and offset construction and operational costs. The development team is currently refining its financial strategy, identifying lending mechanisms and additional sources of funding for the proposed improvements.

UTA recognizes that this strategy would meet a specific facility need, but that other of its facilities also require attention. UTA's Facility Development team continues to identify, prioritize, and address agency demands throughout the system. Some facility needs will require more conventional solutions. As this is a unique situation, UTA is exploring a unique program and financing approach that would not be available for its other facilities.

ALTERNATIVES:

Not Applicable (Information only)

FISCAL IMPACT:

Current efforts are included in approved budget.

ATTACHMENTS:

None



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Nichol Bourdeaux, Chief Planning and Engagement Officer
GJ LaBonty, Manager of Customer Experience

TITLE:

Detours and Disruptions Customer Communication Strategy Project

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational item for discussion

BACKGROUND:

This project is a Corporate Strategic Goal for the Planning and Engagement Office. The purpose of the project is to study and research the topic (both internally and with peer agencies) to understand what the current state looks like as well as best practices. The project will make recommendations to improve internal communication processes as well as communication with the public when there are detours and service disruptions across all modes, all with the customer as the focus. This project will also put forth the framework for an agency SOP addressing the issues and how UTA should typically respond to these incidents.

DISCUSSION:

Presentation about the current state of the project and next steps.

ALTERNATIVES:

N/A

FISCAL IMPACT:

This work is supported by contractor HNTB with \$233,000 billed to MSP 294 and funded in 2024.

ATTACHMENTS:

None



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Alex Beim, Manager of Long Range and Strategic

TITLE:

2024 UTA On Board Survey

AGENDA ITEM TYPE:

Discussion

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

In December 2023, a contract was executed with Resource Systems Group Inc. to conduct an On-Board survey of UTA riders, as required by the Federal Transit Administration to carry out U.S. Department of Transportation Title VI regulations and to understand rider origins and destinations for calibration of the regional travel demand model.

The survey targeted respondents from across the system traveling on bus and rail routes and on-demand services at all times of the day, identifying peak period vs. off-peak period respondents and weekend travelers.

The survey must produce a statistically valid sample of all UTA bus and rail routes and on-demand service, identifying minorities and low-income riders and fare payment types.

DISCUSSION:

Surveys were administered by the UTA-hired consultant team on all transit modes (excluding Paratransit) from February through April 2024. Interviewers surveyed transit riders using digital tablets enabled with real-time geocoding software. Under randomized selection, transit customers were asked to answer 33 questions regarding trip behavior and demographics. The questions were formulated to obtain origin-destination data for the estimation of travel patterns and demographic and fare data per federal requirements.

Origin Destination Surveys Preliminary Results:

- 10% of weekday (11,946) and 2% of weekend (1,775) bus and rail ridership were surveyed.

- 148 surveys were completed on UTA On Demand Service.
- On-to-Off Surveys Preliminary Results:
- 6,440 surveys were completed on bus routes with ridership greater than 2,800 riders.
- 15,913 surveys were completed on fixed rail modes.

The next step in the process will be to scrub data and analyze the survey results. The final report is anticipated to be complete at the end of 2024.

ALTERNATIVES:

N/A

FISCAL IMPACT:

The funds for the contract are in the 2024 Planning Operating Budget under account code 6200.50339.90

ATTACHMENTS:

- None



Utah Transit Authority

669 West 200 South
Salt Lake City, UT 84101

MEETING MEMO

Board of Trustees

Date: 8/14/2024

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jay Fox, Executive Director
PRESENTER(S): Carlton Christensen, Chair of Board of Trustees

TITLE:

Strategy Session to Discuss Collective Bargaining

AGENDA ITEM TYPE:

Closed Session

RECOMMENDATION:

Approve moving to closed session for discussion of collective bargaining.

BACKGROUND:

Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes.

DISCUSSION:

The purpose for this closed session is:

- Strategy session to discuss collective bargaining