



Regular Meeting of the
Board of Trustees of the Utah Transit Authority

Wednesday, August 22, 2018, 1:30 p.m.
Utah Transit Authority Headquarters, 669 West 200 South, Salt Lake City, Utah
Golden Spike Conference Rooms

Agenda

- 1. Call to Order & Opening Remarks** **Chair Greg Bell**
- 2. Pledge of Allegiance** **Cathie Griffiths**
- 3. Safety First Minute** **Dave Goeres**
- 4. Item(s) for Consent** **Chair Greg Bell**
 - a. Approval of June 27, 2018 Meeting Report
 - b. Financial Report & Dashboard for May & June 2018
 - c. 2018 Second Quarter Investment Report
 - d. Finance & Audit Committee approved \$200,000-\$999,000 Contracts, Change Orders & Disbursements
- 5. General Public Comment Period** **Bob Biles**

The Board of Trustees invites brief comments from the public as defined below.
- 6. Director/Agency Report** **Steve Meyer,**
Interim Executive Director
 - a. Executive Director Approved Contract: Low-No Battery Electric Buses (New Flyer)
- 7. Committee Updates**

Finance & Audit Committee Update

 - a. R2018-08-01: Authorizing Execution of Contract with Tony Divino Toyota (Rideshare Vans) **Trustee Jeff Acerson**
Steve Meyer
 - b. R2018-08-02: Authorizing Execution of Contract with MotivePower, Inc. (Locomotive Overhaul) **Steve Meyer**
 - c. R2018-08-03: Authorizing Execution of Contract with Utah Department of Transportation (UVU Pedestrian Bridge) **Steve Meyer**
 - d. R2018-08-04: Authorizing Execution of Contract with Big-D Construction (Depot District Clean Fuels Technology Center) **Steve Meyer**
 - e. R2018-08-05: Authorizing Execution of Change Order with Rocky Mountain Systems Services (Positive Train Control) **Steve Meyer**
- 8. Closed Session** **Chair Greg Bell**

Strategy session to discuss pending or reasonably imminent litigation.
- 9. Action Taken Regarding Matters Discussed in Closed Session** **Chair Greg Bell**

10. Other Business

Chair Greg Bell

11. Adjourn

Chair Greg Bell

Public Comment: Members of the public are invited to provide comment during the general comment period at UTA's Board of Trustee meetings, or prior to any action on a board resolution. Comment may be provided in person or online through www.rideuta.com. In order to be considerate of time and the agenda, comments are limited to 2 minutes per individual, or 5 minutes for a spokesperson designated to represent a group.

Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting callredge@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

**Heat stroke is no thrill, heat stroke can kill!
Take a dip in the pool, drink water and stay cool.**





**Report of the Meeting
of the
Board of Trustees of the Utah Transit Authority (UTA)
held at UTA FrontLines Headquarters located at
669 West 200 South, Salt Lake City, Utah
June 27, 2018**

Board Members Present:

Greg Bell, Chair

Necia Christensen

Alex Cragun

Karen Cronin (non-voting)

Babs De Lay

Charles Henderson

Andrew Jackson

Melissa Johnson

Dannie McConkie

Toby Mileski

Bret Millburn (via telephone)

Board Members Excused/Not in Attendance: Jeff Acerson, Cort Ashton, Gina Chamness, Jeff Hawker, and Troy Walker

Also attending were members of UTA staff, as well as interested citizens and media representatives.

Welcome and Call to Order. Chair Bell welcomed attendees and called the meeting to order at 1:25 p.m. with eleven board members present either in person or via telephone. The board and meeting attendees then recited the Pledge of Allegiance.

Safety Minute. Chair Bell yielded the floor to Sheldon Shaw, UTA Manager of Safety, for a brief safety message.

Item(s) for Consent. Consent items consisted of the following:

- Approval of May 23, 2018 Board Meeting Report
- Financial Report & Dashboard for April 2018
- Finance & Audit Committee Approved Contracts, Change Orders & Disbursement
 - Contract: Provo-Orem BRT Signage (Revel TV)
 - Contracts: 5310 Grant Funds (First Step House; PARC; Work Activity Center; United Way of Utah Valley)

A motion to approve the consent agenda by acclamation was made by Trustee Mileski and seconded by Trustee De Lay. The motion carried by unanimous consent.

General Public Comment Period. Public comment was given by Claudia Johnson and George Chapman. Ms. Johnson expressed appreciation for staff engagement with the public. Mr. Chapman expressed appreciation to Rebecca Cruz, UTA Board Support Manager, for her service to UTA. Ms. Cruz is leaving UTA for a new career opportunity.

Following Mr. Chapman's remarks, Chair Bell and other members of the board shared their appreciation for Ms. Cruz's efforts.

Swearing in of New Trustees. Rebecca Cruz, UTA Board of Trustees Support Manager, administered the oath of office to Melissa Johnson who was appointed by the municipalities within Salt Lake County and the municipalities of Grantsville and Tooele in Tooele County and Andrew Jackson who was appointed by the municipalities within Utah County.

Chair Bell asked Trustee Johnson and Trustee Jackson to introduce themselves to the board.

Director/Agency Report. Steve Meyer, UTA Interim Executive Director, delivered a report on topics including:

- UTA support at the Warriors Over the Wasatch Air and Space Show
- Meetings with the Federal Transit Administration and the federal delegation staff in Washington, DC
- Recognition of the UTA team that placed first overall in the American Public Transportation Association International Rail Rodeo

Committee Updates.

Stakeholder & Planning Committee Update.

R2018-06-01: Ogden/Weber State University MOU. Trustee Millburn explained the resolution, which details the understanding between UTA and the project stakeholders (i.e., Wasatch Front Regional Council; Ogden City; Weber State University; Intermountain Healthcare, Inc., dba McKay-Dee Hospital; Weber County Council of Governments; and the Utah Department of Transportation) related to construction of a bus rapid transit system between Ogden and Weber State University. He then yielded the floor to Mary DeLoretto, UTA Capital Projects Director, who delivered a presentation on the Ogden/Weber State University project. The presentation covered the project purpose; the locally preferred alternative that was adopted; ridership projections, costs, and other project details; UTA's commitments in the memorandum of understanding; the project schedule and budget; and next steps. Discussion ensued during which questions were posed by the board and answered by UTA staff.

Public Comment. Public comment was given by George Chapman, Callie New, and Glen Symes. Mr. Chapman voiced disapproval for construction of the bus rapid transit system. Ms. New, representing the Wasatch Front Regional Council (WFRC), expressed WFRC's support for the project. Mr. Symes, who works as the Deputy Director of the Ogden City Council, conveyed support for the project, specifically as a catalyst for development.

Board Action. A motion to approve resolution R2018-06-01 was made by Trustee Mileski and seconded by Trustee Henderson. The motion carried by unanimous consent with ten affirmative votes from Trustees Christensen, Cragun, De Lay, Henderson, Jackson, Johnson, McConkie, Mileski, Millburn, and Bell.

Trustee Mileski left the meeting at 2:32 p.m.

Finance and Audit Committee Update.

R2018-06-02: TIGER Capital Project Authority – Construction Phase Amendment Authority with Granite Construction. Bart Simmons, UTA Senior

Counsel, provided context for the TIGER capital project and then summarized the resolution and the nature of UTA's relationship with Granite Construction on the TIGER project.

Public Comment. No public comment was given.

Board Action. A motion to approve resolution R2018-06-02 was made by Trustee De Lay and seconded by Trustee Henderson. The motion carried by unanimous consent with nine affirmative votes from Trustees Cragun, De Lay, Henderson, Jackson, Johnson, McConkie, Millburn, Bell, and Christensen.

R2018-06-03: Provo Orem TRIP Capital Project Authority. Mr. Meyer explained the resolution, which grants authority to the interim executive director to approve change orders on this project as long as the changes are consistent with the approved project budget.

Public Comment. No public comment was given.

Board Action. A motion to approve resolution R2018-06-03 was made by Trustee Jackson and seconded by Trustee Christensen. The motion carried by unanimous consent with nine affirmative votes from Trustees De Lay, Henderson, Jackson, Johnson, McConkie, Millburn, Bell, Christensen, and Cragun.

R2018-06-04: Right of Way Contract Provo Orem TRIP. Paul Drake, UTA Senior Manager of Real Estate and Transit-Oriented Development, presented an overview of the property transaction on a 0.48 acre strip required for the Provo Orem TRIP project.

Public Comment. No public comment was given.

Board Action. A motion to approve resolution R2018-06-04 was made by Trustee Jackson and seconded by Trustee Cragun. The motion carried by unanimous consent with nine affirmative votes from Trustees Henderson, Jackson, Johnson, McConkie, Millburn, Bell, Christensen, Cragun, and De Lay.

R2018-06-05: Authorizing Change Order with Broadcast Microwave Services for Mobile Data System Hardware. Mr. Meyer explained the resolution, which authorizes execution of a change order to purchase components for onboard communications technology on buses.

Public Comment. No public comment was given.

Board Action. A motion to approve resolution R2018-06-05 was made by Trustee Christensen and seconded by Trustee Henderson. The motion carried by unanimous consent with nine affirmative votes from Trustees Jackson, Johnson, McConkie, Millburn, Bell, Christensen, Cragun, De Lay, and Henderson.

Report on External Financial Audit Performed by Keddington & Christensen. Stephen Rowley, an auditor with Keddington & Christensen, summarized the audit reports on UTA and on UTA's pension plan. One finding on the UTA report was noted that related to the classification of assets. A corrective action plan has been established and it is expected the issue will be corrected by September 2018.

Operations & Customer Experience Committee Update.

R2018-06-06: Approving August 2018 Change Day Title VI Analysis. Nichol Bourdeaux, UTA Vice President of External Affairs and Constituent Services, provided an overview of proposed service changes, public outreach efforts, and Title VI analysis. Questions were posed by the board and answered by UTA staff.

Public Comment. No public comment was given.

Board Action. A motion to approve resolution R2018-06-06 was made by Trustee Cragun and seconded by Trustee De Lay. The motion carried by unanimous consent with nine affirmative votes from Trustees Johnson, McConkie, Millburn, Bell, Christensen, Cragun, De Lay, Henderson, and Jackson.

R2018-06-07: Fare Structure Review and Authorizing Reduced Fare Agreements. Ms. Bourdeaux summarized a presentation that was delivered to the Operations & Customer Experience Committee. She addressed enabling

legislation and board policies related to fares and provided an overview of contract pass programs. The resolution authorizes selling and renewing agreements under the current discounted transit pass programs to employers, educational institutions, government agencies, and human service providers. Discussion ensued during which questions were posed by the board and answered by UTA staff. During the discussion, Chair Bell assigned Trustee Johnson to the Operations & Customer Service Committee and asked that more information on the fare contract criteria be provided to that committee. Trustee Jackson requested that staff prepare an analysis of “cost per actual usage.”

Public Comment. Public comment was given by George Chapman. Mr. Chapman suggested more publicity for the discount associated with use of FAREPAY cards.

Trustee Henderson left the meeting at 3:30 p.m.

Board Action. A motion to approve resolution R2018-06-07 with an amendment to have promotions reviewed in advance of implementation by the board chair was made by Trustee De Lay and seconded by Trustee Cragun. The motion carried by unanimous consent with eight affirmative votes from Trustees McConkie, Millburn, Bell, Christensen, Cragun, De Lay, Jackson, and Johnson.

Closed Session. Chair Bell indicated there were matters to be discussed in closed session relative to the purchase, exchange, lease, or sale of real property and pending or reasonably imminent litigation. A motion to move into closed session was made by Trustee Cragun and seconded by Trustee Christensen. The motion carried by unanimous consent and the board moved into closed session at 3:38 p.m.

Open Session. A motion to return to open session was made by Trustee De Lay and seconded by Trustee Christensen. The motion carried by unanimous consent and the board returned to open session at 4:05 p.m.

Action Taken Regarding Matters Discussed in Closed Session. No action was taken regarding matters discussed in closed session.

Other Business. No other business was discussed.

Adjournment. The meeting was adjourned at 4:07 p.m. by motion.

Transcribed by Cathie Griffiths
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This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/472237.html> for entire content.

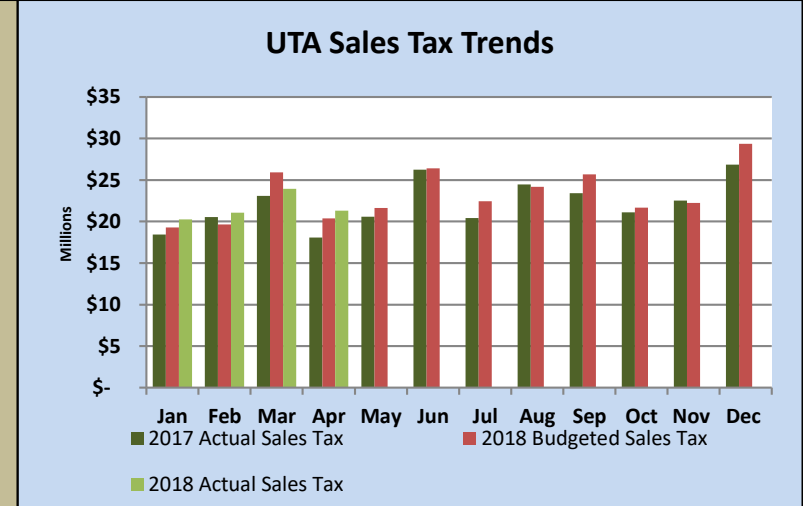
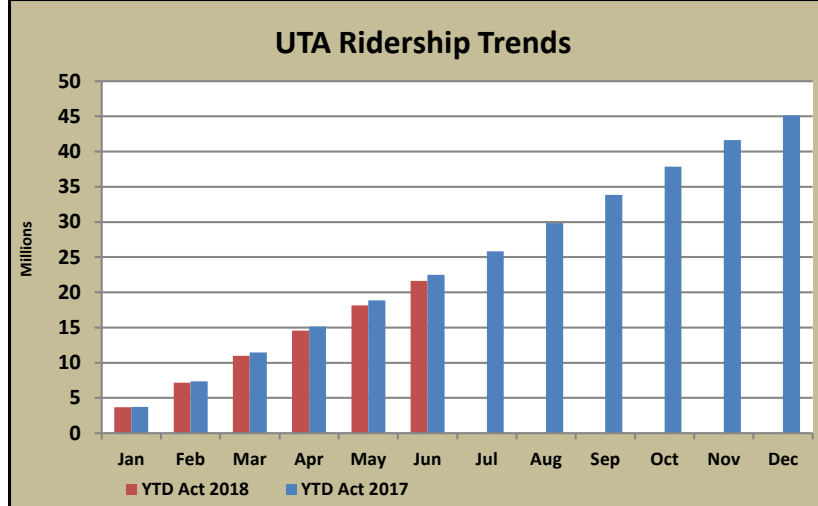
This document along with the digital recording constitute the official minutes of this meeting.

UNAPPROVED

Utah Transit Authority

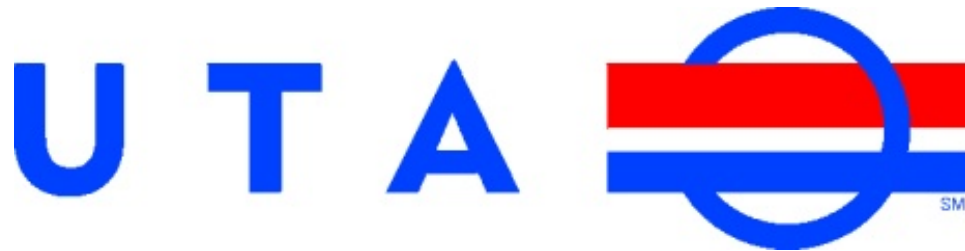
Board Dashboard: June 30, 2018

Financial Metrics	June Actual	June Budget	Fav/ (Unfav)		YTD Actual		YTD Budget		Fav/ (Unfav)		
				%						%	
Sales Tax (April '18 mm \$)	\$ 21.3	\$ 20.4	\$ 0.95	4.7%	\$ 86.6	\$ 85.2	\$ 1.37		1.6%		
Fare Revenue (mm)	\$ 4.4	\$ 3.7	\$ 0.68	18.4%	\$ 26.0	\$ 23.6	\$ 2.36		10.0%		
Operating Exp (mm)	\$ 21.9	\$ 22.9	\$ 1.04	4.5%	\$ 131.9	\$ 137.6	\$ 5.70		4.1%		
Investment Per Rider (IPR)	\$ 5.02	\$ 5.13	\$ 0.11	2.1%	\$ 4.89	\$ 5.13	\$ 0.24		4.7%		
IPR adj for fuel savings	\$ 5.00	\$ 5.13	\$ 0.13	2.5%	\$ 4.91	\$ 5.13	\$ 0.22		4.3%		
UTA Diesel Price (\$/gal)	\$ 2.43	\$ 2.20	\$ (0.23)	-10.3%	\$ 2.30	\$ 2.20	\$ (0.10)		-4.5%		
Operating Metrics	June Actual	Jun-17	F/ (UF)		YTD Actual	YTD 2017	F/ (UF)				
Ridership (mm)	3.49	3.62	(0.1)	-3.6%	21.64	22.48	(0.8)	-3.7%			
Alternative Fuels	\$/gal	Revenue Development (m\$)				YTD Actual					
CNG Price (Bus Diesel Equiv rtl)	\$ 1.16					\$ 25.91					
Debt Service	June Actual	Jun-17	Var	%	YTD Actual	YTD 2017	Var	%			
Debt Service (net mm)	\$ 10.19	\$ 8.74	\$ (1.45)	-16.6%	\$ 57.20	\$ 52.96	\$ (4.25)	-8.0%			



Utah Transit Authority
Financial Statement
(Unaudited)

June 30, 2018



KEY ITEM REPORT
(UNAUDITED)

EXHIBIT 1-1

As of June 30, 2018

	2018 YTD ACTUAL	2018 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Sales Tax	\$ 134,406,771	\$ 133,277,251	\$ 1,129,520	1%
2 Passenger Revenue	\$ 25,987,410	\$ 23,624,205	2,363,205	10%
3 Other Revenue	\$ 35,197,769	\$ 36,865,500	(1,667,731)	-5%
4 Total Revenue	195,591,950	193,766,956	1,824,994	1%
5 Net Operating Expenses	(131,895,858)	(137,592,832)	5,696,974	4%
Net Operating Income (Loss)	63,696,092	56,174,124	7,521,968	13%
6 Debt Service	57,203,601	54,533,054	(2,670,547)	-5%
7 Other Non-Operating Expenses	2,136,064	2,752,500	616,436	22%
8 Sale of Assets	(4,039,351)	-	4,039,351	
9 Contribution to Capital Reserves	\$ 8,395,778	\$ (1,111,430)	\$ 9,507,208	
10 Bond Debt Service - Series 2007A CAB	230,518			
11 Amortization	(1,926,885)			
12 Depreciation	72,147,964			
13 Total Non-cash Items	\$ 70,451,597			

GOALS

RIDERSHIP

2017 Actual	June 2018	June 2017	Difference	2018 YTD	2017 YTD	Difference
14 45,119,780	3,488,424	3,620,046	-131,622	21,643,621	22,479,727	-836,106

REVENUE DEVELOPMENT

	YTD
15 Federal/Local/Regional	\$25,909,165

OPERATING INVESTMENT PER RIDER Budgeted IPR is \$5.13

	IPR		IPR (less diesel savings)
16 Net Operating Expense	\$ 131,895,858	Net Operating Expense	\$ 131,895,858
17 Less: Passenger Revenue	(25,987,410)	Less: Passenger Revenue	(25,987,410)
18		Plus: Diesel Savings	358,391
19 Subtotal	105,908,448	Subtotal	106,266,839
20 Divided by: Ridership	÷ 21,643,621	Divided by: Ridership	÷ 21,643,621
21 Investment per Rider	\$ 4.89	Investment per Rider	\$ 4.91

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-2

As of June 30, 2018

BALANCE SHEET

	<u>6/30/2018</u>	<u>6/30/2017</u>
CURRENT ASSETS		
1 Cash	\$ 7,185,846	\$ 6,748,489
2 Investments (Unrestricted)	83,345,163	1,358,297
3 Investments (Restricted)	132,238,186	156,736,148
4 Receivables	55,461,885	62,139,963
5 Receivables - Federal Grants	32,194,211	25,967,791
6 Inventories	35,761,033	30,569,806
7 Prepaid Expenses	598,752	1,356,032
8 TOTAL CURRENT ASSETS	<u>\$ 346,785,076</u>	<u>\$ 284,876,526</u>
9 Property, Plant & Equipment (Net)	3,033,010,287	3,029,262,002
10 Other Assets	144,858,822	123,800,193
11 TOTAL ASSETS	<u>\$ 3,524,654,185</u>	<u>\$ 3,437,938,721</u>
12 Current Liabilities	30,304,347	\$ 26,447,403
13 Other Liabilities	250,165,045	204,720,990
14 Net Pension Liability	100,876,554	112,925,121
15 Outstanding Debt	2,198,883,226	2,118,052,972
16 Equity	944,425,013	975,792,235
17 TOTAL LIABILITIES & EQUITY	<u>\$ 3,524,654,185</u>	<u>\$ 3,437,938,721</u>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
18 Debt Service Reserves	37,016,992	41,784,710
19 2015A Sub Interest Reserves		747,555
20 2018 Bond Proceeds	60,214,901	
21 Debt Service Interest Payable	585,035	48,645
22 Risk Contingency	7,614,188	7,476,772
23 Box Elder County ROW (sales tax)	6,593,331	5,737,981
24 Mountain Accord	149,705	247,456
25 Joint Insurance Trust	4,026,651	3,256,602
26 UT County Bond Proceeds	6,705,283	49,426,339
27 Amounts held in escrow	9,332,100	4,410,169
28 TOTAL RESTRICTED RESERVES	<u>\$ 132,238,186</u>	<u>\$ 113,136,229</u>
DESIGNATED OPERATING RESERVES		
29 Service Stabilization Reserve	\$ 13,916,046	\$ 13,525,550
30 Fuel Reserve	1,915,000	1,915,000
31 Parts Reserve	3,000,000	3,000,000
32 Operating Reserve	25,976,619	25,247,693
33 Early Debt Retirement Reserve	32,541,912	14,858,258
34 TOTAL DESIGNATED OPERATING RESERVES	<u>\$ 77,349,577</u>	<u>\$ 58,546,501</u>
35 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	<u>\$ 209,587,763</u>	<u>\$ 171,682,730</u>

SUMMARY FINANCIAL DATA

EXHIBIT 1-3

(UNAUDITED)

As of June 30, 2018

REVENUE & EXPENSES

	ACTUAL Jun-18	ACTUAL Jun-17	YTD 2018	YTD 2017
REVENUE				
1 Passenger Revenue	\$ 4,394,717	\$ 4,502,943	\$ 25,987,410	\$ 25,669,313
2 Advertising Revenue	200,000	195,833	1,200,000	1,174,998
3 Investment Revenue	412,670	131,982	2,244,465	1,217,675
4 Sales Tax	26,464,264	22,726,401	134,406,771	125,757,282
5 Other Revenue	171,325	325,843	1,242,491	1,733,182
6 Fed Operations/Preventative Maint.	4,633,066	5,587,220	30,510,813	31,602,398
7 TOTAL REVENUE	\$ 36,276,042	\$ 33,470,222	\$ 195,591,950	\$ 187,154,848
OPERATING EXPENSE				
8 Bus Service	\$ 8,007,740	7,314,815	\$ 46,451,291	\$ 44,109,276
9 Commuter Rail	1,844,598	1,652,774	11,593,411	10,631,297
10 Light Rail	2,663,150	3,323,962	17,656,742	17,400,943
11 Maintenance of Way	1,407,499	1,664,642	7,971,529	8,182,751
12 Paratransit Service	1,719,634	1,673,173	10,228,417	10,084,795
13 RideShare/Van Pool Services	198,282	257,302	1,226,993	1,418,379
14 Operations Support	3,516,474	3,359,302	22,270,656	21,131,381
15 Administration	2,534,561	2,694,258	14,496,819	14,407,498
16 TOTAL OPERATING EXPENSE	\$ 21,891,938	\$ 21,940,228	\$ 131,895,858	\$ 127,366,320
17 NET OPERATING INCOME (LOSS)	\$ 14,384,104	\$ 11,529,994	\$ 63,696,092	\$ 59,788,528
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 342,724	431,396	\$ 2,136,064	\$ 2,370,287
19 Major Investment Studies	-	-	-	-
20 Offsetting Investment Studies	-	-	-	-
21 Bond Principal	1,481,111	729,167	5,548,835	4,375,002
22 Bond Interest	8,222,458	6,960,704	47,256,446	42,228,060
23 Bond Funded Interest - 2015A Sub	-	795,271	-	4,771,626
24 Bond Cost of Issuance/Fees	(29,562)	-	1,042,522	29,050
25 Lease Cost	514,895	250,929	3,355,798	1,553,450
26 Sale of Assets	7,846	-	(4,039,351)	(2,359,229)
27 TOTAL NON-OPERATING EXPENSE	\$ 10,539,472	\$ 9,167,467	\$ 55,300,314	\$ 52,968,246
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 3,844,632	\$ 2,362,527	\$ 8,395,778	\$ 6,820,282
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ 53,816	\$ 15,859	\$ 230,518	\$ 95,154
30 Bond Premium/Discount Amortization	(1,161,136)	(1,321,256)	(6,434,237)	(7,927,538)
31 Bond Refunding Cost Amortization	683,649	685,192	4,101,895	4,111,152
32 Future Revenue Cost Amortization	67,576	67,576	405,457	405,456
33 Depreciation	12,930,000	12,560,000	72,147,964	75,360,000
34 NET OTHER EXPENSES (NON-CASH)	\$ 12,573,905	\$ 12,007,371	\$ 70,451,597	\$ 72,044,224

CURRENT MONTH

	ACTUAL Jun-18	BUDGET Jun-18	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 4,394,717	\$ 3,711,540	\$ 683,177	18%
2 Advertising Revenue	200,000	200,000	-	0%
3 Investment Revenue	412,670	311,000	101,670	33%
4 Sales Tax	26,464,264	26,408,839	55,425	0%
5 Other Revenue	171,325	564,333	(393,008)	-70%
6 Fed Operations/Preventative Maint.	4,633,066	5,068,917	(435,851)	-9%
7 TOTAL REVENUE	\$ 36,276,042	\$ 36,264,629	\$ 11,413	0%
OPERATING EXPENSE				
8 Bus Service	\$ 8,007,740	\$ 7,960,154	\$ (47,586)	-1%
9 Commuter Rail	1,844,598	1,897,659	53,061	3%
10 Light Rail	2,663,150	2,927,667	264,517	9%
11 Maintenance of Way	1,407,499	1,513,042	105,543	7%
12 Paratransit Service	1,719,634	1,910,320	190,686	10%
13 RideShare/Van Pool Services	198,282	267,535	69,253	26%
14 Operations Support	3,516,474	3,756,299	239,825	6%
15 Administration	2,534,561	2,698,129	163,568	6%
16 TOTAL OPERATING EXPENSE	\$ 21,891,938	\$ 22,930,805	\$ 1,038,867	5%
17 NET OPERATING INCOME (LOSS)	\$ 14,384,104	\$ 13,333,824	\$ 1,050,280	8%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 342,724	\$ 458,750	\$ 116,026	25%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	1,481,111	764,667	(716,444)	-94%
22 Bond Interest	8,222,458	8,051,454	(171,004)	-2%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	(29,562)	5,458	35,020	642%
25 Lease Cost	514,895	515,020	125	0%
26 Sale of Assets	7,846	-	(7,846)	
27 TOTAL NON-OPERATING EXPENSE	\$ 10,539,472	\$ 9,795,349	\$ (744,123)	-8%
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 3,844,632	\$ 3,538,474	\$ 306,158	-9%
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ 53,816			
30 Bond Premium/Discount Amortization	(1,161,136)			
31 Bond Refunding Cost Amortization	683,649			
32 Future Revenue Cost Amortization	67,576			
33 Depreciation	12,930,000			
34 NET OTHER EXPENSES (NON-CASH)	\$ 12,573,905			

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5

As of June 30, 2018

YEAR TO DATE

	ACTUAL Jun-18	BUDGET Jun-18	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 25,987,410	\$ 23,624,205	\$ 2,363,205	10%
2 Advertising Revenue	1,200,000	1,200,000	-	0%
3 Investment Revenue	2,244,465	1,866,000	378,465	20%
4 Sales Tax	134,406,771	133,277,251	1,129,520	1%
5 Other Revenue	1,242,491	3,386,000	(2,143,509)	-63%
6 Fed Operations/Preventative Maint.	30,510,813	30,413,500	97,313	0%
7 TOTAL REVENUE	\$ 195,591,950	\$ 193,766,956	\$ 1,824,994	1%
OPERATING EXPENSE				
8 Bus Service	\$ 46,451,291	\$ 48,069,671	\$ 1,618,380	3%
9 Commuter Rail	11,593,411	11,422,701	(170,710)	-1%
10 Light Rail	17,656,742	17,570,237	(86,505)	0%
11 Maintenance of Way	7,971,529	8,762,789	791,260	9%
12 Paratransit Service	10,228,417	11,447,769	1,219,352	11%
13 RideShare/Van Pool Services	1,226,993	1,604,711	377,718	24%
14 Operations Support	22,270,656	22,510,335	239,679	1%
15 Administration	14,496,819	16,204,619	1,707,800	11%
16 TOTAL OPERATING EXPENSE	\$ 131,895,858	\$ 137,592,832	\$ 5,696,974	4%
17 NET OPERATING INCOME (LOSS)	\$ 63,696,092	\$ 56,174,124	\$ 7,521,968	13%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 2,136,064	\$ 2,752,500	\$ 616,436	22%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	5,548,835	4,588,002	(960,833)	-21%
22 Bond Interest	47,256,446	46,822,182	(434,264)	-1%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	1,042,522	32,750	(1,009,772)	-3083%
25 Lease Cost	3,355,798	3,090,120	(265,678)	-9%
26 Sale of Assets	(4,039,351)	-	4,039,351	
27 TOTAL NON-OPERATING EXPENSE	\$ 55,300,314	\$ 57,285,554	\$ 1,985,240	3%
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 8,395,778	\$ (1,111,430)	\$ 9,507,208	855%
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ 230,518			
30 Bond Premium/Discount Amortization	(6,434,237)			
31 Bond Refunding Cost Amortization	4,101,895			
32 Future Revenue Cost Amortization	405,457			
33 Depreciation	72,147,964			
34 NET OTHER EXPENSES (NON-CASH)	\$ 70,451,597			

	2018 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 7,420,168	\$ 23,516,922	31.6%
2 INFORMATION TECHNOLOGY	1,461,546	8,594,818	17.0%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	243,229	1,035,796	23.5%
4 CAPITAL PROJECTS	4,162,478	41,057,292	10.1%
5 PROVO OREM BRT	16,419,250	40,227,000	40.8%
6 AIRPORT STATION RELOCATION	494,943	22,901,499	2.2%
7 STATE OF GOOD REPAIR	5,820,964	29,674,141	19.6%
8 PROP 1 PROJECTS	1,530,998	11,067,067	13.8%
9 TIGER (INCLUDING PROP#1 TIGER)	152,170	13,104,294	1.2%
10 TOTAL	<u>\$ 37,705,746</u>	<u>\$ 191,178,829</u>	19.7%
REVENUES			
14 GRANT	\$ 1,483,730	\$ 26,114,493	5.7%
16 PROVO-OREM TRIP	16,419,250	30,000,000	54.7%
17 LEASES (PAID TO DATE)	6,240,910	21,163,045	29.5%
18 BONDS	1,360,496	50,877,399	2.7%
19 LOCAL PARTNERS	-	14,318,487	0.0%
15 TRANSFER FROM OPERATING (PROP 1)	1,530,998	3,997,323	0.0%
20 UTA FUNDING	10,670,361	44,708,082	23.9%
21 TOTAL	<u>\$ 37,705,746</u>	<u>\$ 191,178,829</u>	19.7%

As of June 30, 2018

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Jun-18	Jun-17	2018	2017
UTA				
Fully Allocated Costs	21,891,938	21,940,228	131,895,859	127,366,221
Passenger Farebox Revenue	4,394,944	4,502,943	25,987,410	25,358,952
Passengers	3,488,424	3,620,046	21,643,621	22,479,728
Farebox Recovery Ratio	20.1%	20.5%	19.7%	19.9%
Actual Investment per Rider	\$5.02	\$4.82	\$4.89	\$4.54
GOAL Investment per Rider				
BUS SERVICE				
Fully Allocated Costs	10,674,315	9,971,431	62,578,268	59,734,237
Passenger Farebox Revenue	1,601,594	1,670,236	10,230,248	9,811,209
Passengers	1,462,566	1,542,108	9,343,209	9,787,340
Farebox Recovery Ratio	15.0%	16.8%	16.3%	16.4%
Actual Investment per Rider	\$6.20	\$5.38	\$5.60	\$5.10
LIGHT RAIL SERVICE				
Fully Allocated Costs	5,861,009	6,638,996	36,663,642	35,725,760
Passenger Farebox Revenue	1,596,809	1,691,588	9,172,564	8,744,244
Passengers	1,439,486	1,495,528	8,830,820	9,212,552
Farebox Recovery Ratio	27.2%	25.5%	25.0%	24.5%
Actual Investment per Rider	\$2.96	\$3.31	\$3.11	\$2.93
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,089,091	3,023,581	19,066,464	18,305,156
Passenger Farebox Revenue	534,927	519,284	2,939,886	2,790,859
Passengers	413,566	404,410	2,426,542	2,386,614
Farebox Recovery Ratio	17.3%	17.2%	15.4%	15.2%
Actual Investment per Rider	\$6.18	\$6.19	\$6.65	\$6.50
PARATRANSIT				
Fully Allocated Costs	1,883,593	1,863,247	11,238,399	11,085,425
Passenger Farebox Revenue	348,431	311,475	1,710,348	2,373,526
Passengers	67,365	68,588	423,035	424,512
Farebox Recovery Ratio	18.5%	16.7%	15.2%	21.4%
Actual Investment per Rider	\$22.79	\$22.62	\$22.52	\$20.52
RIDESHARE				
Fully Allocated Costs	383,931	442,972	2,349,086	2,515,642
Passenger Farebox Revenue	313,183	310,361	1,934,364	1,639,114
Passengers	105,441	109,412	620,014	668,710
Farebox Recovery Ratio	81.6%	70.1%	82.3%	65.2%
Actual Investment per Rider	\$0.67	\$1.21	\$0.67	\$1.31

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Jun-18	Jun-17	2018	2017
FULLY ALLOCATED COSTS				
Bus Service	\$10,674,315	\$9,971,431	\$62,578,268	\$59,734,237
Light Rail Service	\$5,861,009	\$6,638,996	\$36,663,642	\$35,725,760
Commuter Rail Service	\$3,089,091	\$3,023,581	\$19,066,464	\$18,305,156
Paratransit	\$1,883,593	\$1,863,247	\$11,238,399	\$11,085,425
Rideshare	\$383,931	\$442,972	\$2,349,086	\$2,515,642
UTA	\$21,891,938	\$21,940,228	\$131,895,859	\$127,366,220
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,601,594	\$1,670,236	\$10,230,248	\$9,811,209
Light Rail Service	\$1,596,809	\$1,691,588	\$9,172,564	\$8,744,244
Commuter Rail Service	\$534,927	\$519,284	\$2,939,886	\$2,790,859
Paratransit	\$348,431	\$311,475	\$1,710,348	\$2,373,526
Rideshare	\$313,183	\$310,361	\$1,934,364	\$1,639,114
UTA	\$4,394,944	\$4,502,943	\$25,987,410	\$25,358,951
PASSENGERS				
Bus Service	1,462,566	1,542,108	9,343,209	9,787,340
Light Rail Service	1,439,486	1,495,528	8,830,820	9,212,552
Commuter Rail Service	413,566	404,410	2,426,542	2,386,614
Paratransit	67,365	68,588	423,035	424,512
Rideshare	105,441	109,412	620,014	668,710
UTA	3,488,424	3,620,046	21,643,621	22,479,727
FAREBOX RECOVERY RATIO				
Bus Service	15.0%	16.8%	16.3%	16.4%
Light Rail Service	27.2%	25.5%	25.0%	24.5%
Commuter Rail Service	17.3%	17.2%	15.4%	15.2%
Paratransit	18.5%	16.7%	15.2%	21.4%
Rideshare	81.6%	70.1%	82.3%	65.2%
UTA	20.1%	20.5%	19.7%	19.9%
ACTUAL INVESTMENT PER RIDER				
Bus Service	\$6.20	\$5.38	\$5.60	\$5.10
Light Rail Service	\$2.96	\$3.31	\$3.11	\$2.93
Commuter Rail Service	\$6.18	\$6.19	\$6.65	\$6.50
Paratransit	\$22.79	\$22.62	\$22.52	\$20.52
Rideshare	\$0.67	\$1.21	\$0.67	\$1.31
UTA	\$5.02	\$4.82	\$4.89	\$4.54

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of June 30, 2018

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Government ¹	\$ 32,194,211	\$ 32,194,211				
2 Local Contributions ²	47,759,465	47,758,882				583
3 Pass Sales	430,489	345,852	20,218	1,636	(10,624)	73,407
4 Property Management	103,524	53,351	38,728	4,385	7,060	-
5 Vanpool/Rideshare	25,370	10,780	(76)	1,646	1,756	11,264
6 Product Sales and Development	648,412	325,911	246,971	20,365	3,056	52,109
7 Railway Worker Protection	1,800					1,800
8 Capital Development Agreements	3,694,843	2,267,512	454,150	360	-	972,821
9 Mobility Management	1,700	1,700	-			
10 Paratransit	11,250	11,250				-
11 Other ³	2,785,032	2,785,032				
12 Total	\$ 87,656,096	\$ 85,754,481	\$ 759,991	\$ 28,392	\$ 1,248	\$ 1,111,984

Percentage Due by Aging

13 Federal Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
14 Local Contributions ²	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Pass Sales	80.3%	4.7%	4.7%	0.4%	-2.5%	17.1%
16 Property Management	51.5%	37.4%	37.4%	4.2%	6.8%	0.0%
17 Vanpool/Rideshare	42.5%	-0.3%	-0.3%	6.5%	6.9%	44.4%
18 Product Sales and Development	50.3%	38.1%	38.1%	3.1%	0.5%	8.0%
19 Railway Worker Protection	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
20 Capital Development Agreements	61.4%	12.3%	12.3%	0.0%	0.0%	26.3%
21 Mobility Management						
22 Paratransit	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
23 Other	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
24 Total	97.8%	0.9%	0.9%	0.0%	0.0%	1.3%

¹ Federal preventive maintenance funds, federal RideShare funds, and federal interest subsidies for Build America Bonds

² Estimated sales tax to be distributed upon collection by the Utah State Tax Commission

³ OCIP escrow, fuel tax credit, warranty parts out for repair

Note:

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
 FROM JUNE 1, 2018 THROUGH JUNE 30, 2018
 (UNAUDITED)

EXHIBIT 1-10

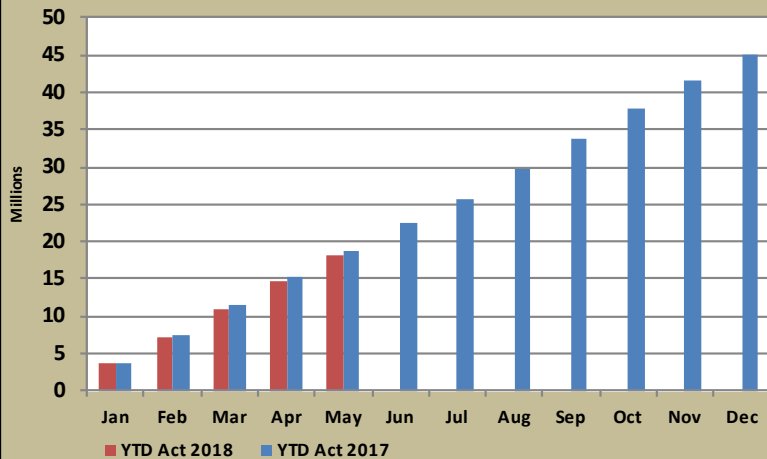
<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	337085	6/7/2018	576,527.17
UT13-064GL PROJECT MGMT SERVICES	3/3/2014	WSP USA	337098	6/14/2018	402,585.08
UT13-064GL PROJECT MGMT SERVICES	3/3/2014	WSP USA	337469	6/21/2018	370,411.83
R2018-05-09	5/23/2018	ROCKY MOUNTAIN POWER	337404	6/21/2018	284,878.10
VARIOUS POs LIGHT RAIL INVENTORY REPLENISHMENTS		SIEMENS INDUSTRY, INC.	337451	6/21/2018	223,562.90
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	337482	6/28/2018	565,169.41

UTA Board Dashboard:

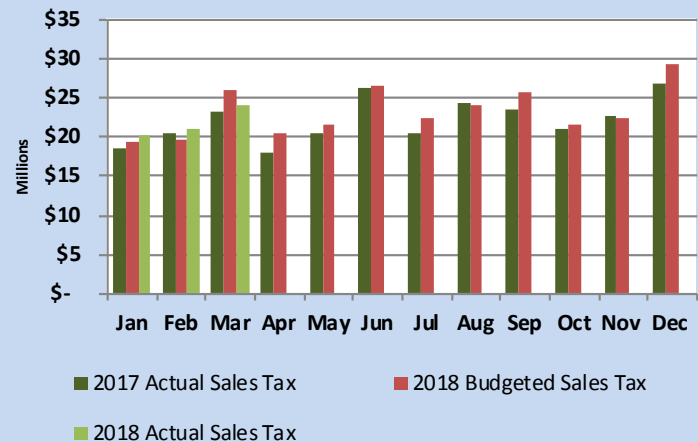
May 2018

Financial Metrics	Fav/ May Actual May Budget (Unfav) %				Fav/ YTD Actual YTD Budget (Unfav) %			
	Sales Tax (March '18 mm \$)	\$ 24.0	\$ 25.9	\$ (1.97)	● -7.6%	\$ 65.3	\$ 64.9	\$ 0.42
Fare Revenue (mm)	\$ 4.2	\$ 3.9	\$ 0.25	● 6.4%	\$ 21.6	\$ 19.9	\$ 1.68	● 8.4%
Operating Exp (mm)	\$ 23.5	\$ 22.9	\$ (0.54)	● -2.4%	\$ 110.0	\$ 114.7	\$ 4.66	● 4.1%
Investment Per Rider (IPR)	\$ 5.41	\$ 5.13	\$ (0.28)	● -5.5%	\$ 4.87	\$ 5.13	\$ 0.26	● 5.1%
IPR adj for fuel savings	\$ 5.37	\$ 5.13	\$ (0.24)	● -4.7%	\$ 4.89	\$ 5.13	\$ 0.24	● 4.7%
UTA Diesel Price (\$/gal)	\$ 2.56	\$ 2.20	\$ (0.36)	● -16.4%	\$ 2.27	\$ 2.20	\$ (0.07)	● -3.4%
Operating Metrics	May Actual	May-17	F/(UF)	%	YTD Actual	YTD 2017	F/(UF)	%
Ridership (mm)	3.57	3.70	(0.1)	● -3.4%	18.16	18.86	(0.7)	● -3.7%
Alternative Fuels	\$/gal				YTD Actual			
CNG Price (Bus Diesel Equiv rtl)	\$ 1.21	Revenue Development (m\$)			\$ 25.72			
Debt Service	May Actual	May-17	Var	%	YTD Actual	YTD 2017	Var	%
Debt Service (net mm)	\$ 10.31	\$ 8.76	\$ (1.54)	● -17.6%	\$ 47.01	\$ 44.22	\$ (2.79)	● -6.3%

UTA Ridership Trends

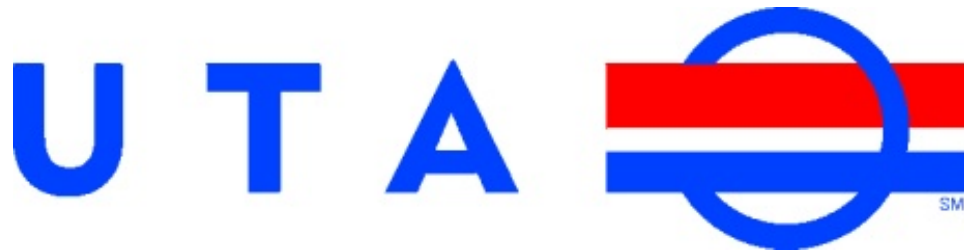


UTA Sales Tax Trends



Utah Transit Authority
Financial Statement
(Unaudited)

May 31, 2018



KEY ITEM REPORT
(UNAUDITED)

EXHIBIT 1-1

As of May 31, 2018

	2018 YTD ACTUAL	2018 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Sales Tax	\$ 107,942,507	\$ 106,868,412	\$ 1,074,095	1%
2 Passenger Revenue	\$ 21,592,693	\$ 19,912,665	1,680,028	8%
3 Other Revenue	\$ 29,780,708	\$ 30,721,250	(940,542)	-3%
4 Total Revenue	159,315,908	157,502,327	1,813,581	1%
5 Net Operating Expenses	(110,003,920)	(114,662,027)	4,658,107	4%
Net Operating Income (Loss)	49,311,988	42,840,300	6,471,688	15%
6 Debt Service	47,014,699	45,196,455	(1,818,244)	-4%
7 Other Non-Operating Expenses	1,793,340	2,293,750	500,410	22%
8 Sale of Assets	(4,047,197)	-	4,047,197	
9 Contribution to Capital Reserves	\$ 4,551,146	\$ (4,649,904)	\$ 9,201,050	
10 Bond Debt Service - Series 2007A CAB	176,702			
11 Amortization	(1,516,974)			
12 Depreciation	59,217,964			
13 Total Non-cash Items	\$ 57,877,692			

GOALS

RIDERSHIP

2017 Actual	May 2018	May 2017	Difference	2018 YTD	2017 YTD	Difference
14 45,119,780	3,570,402	3,697,365	-126,963	18,155,197	18,859,681	-704,484

REVENUE DEVELOPMENT

15 Federal/Local/Regional	YTD \$25,721,071
---------------------------	---------------------

OPERATING INVESTMENT PER RIDER Budgeted IPR is \$5.13

	IPR		IPR (less diesel savings)
16 Net Operating Expense	\$ 110,003,920	Net Operating Expense	\$ 110,003,920
17 Less: Passenger Revenue	- (21,592,693)	Less: Passenger Revenue	- (21,592,693)
18		Plus: Diesel Savings	+ 409,500
19 Subtotal	88,411,227	Subtotal	88,820,727
20 Divided by: Ridership	÷ 18,155,197	Divided by: Ridership	÷ 18,155,197
21 Investment per Rider	\$ 4.87	Investment per Rider	\$ 4.89

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-2

As of May 31, 2018

BALANCE SHEET

	5/31/2018	5/31/2017
CURRENT ASSETS		
1 Cash	\$ 8,339,797	\$ 7,565,019
2 Investments (Unrestricted)	82,141,909	8,261,362
3 Investments (Restricted)	185,078,351	210,478,054
4 Receivables	47,470,863	57,963,097
5 Receivables - Federal Grants	27,561,145	22,867,998
6 Inventories	35,247,106	30,019,530
7 Prepaid Expenses	1,285,650	1,470,141
8 TOTAL CURRENT ASSETS	\$ 387,124,821	\$ 338,625,201
9 Property, Plant & Equipment (Net)	3,035,391,755	3,041,788,448
10 Other Assets	145,638,334	124,480,016
11 TOTAL ASSETS	\$ 3,568,154,910	\$ 3,504,893,665
12 Current Liabilities	23,578,514	\$ 25,454,842
13 Other Liabilities	293,574,977	250,247,075
14 Net Pension Liability	100,876,554	112,925,121
15 Outstanding Debt	2,216,665,652	2,126,802,972
16 Equity	933,459,213	989,463,655
17 TOTAL LIABILITIES & EQUITY	\$ 3,568,154,910	\$ 3,504,893,665

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
18 Debt Service Reserves	34,562,869	38,347,592
19 2015A Sub Interest Reserves		747,555
20 2018 Bond Proceeds	60,094,873	
21 Debt Service Interest Payable	51,359,517	43,045,006
22 Risk Contingency	7,598,570	7,468,528
23 Box Elder County ROW (sales tax)	6,517,935	5,531,001
24 Mountain Accord	149,715	235,610
25 Joint Insurance Trust	4,042,503	3,256,602
26 UT County Bond Proceeds	10,313,217	48,754,427
27 Amounts held in escrow	10,439,152	4,410,169
28 TOTAL RESTRICTED RESERVES	\$ 185,078,351	\$ 151,796,490
DESIGNATED OPERATING RESERVES		
29 Service Stabilization Reserve	\$ 13,916,046	\$ 13,525,550
30 Fuel Reserve	1,915,000	1,915,000
31 Parts Reserve	3,000,000	3,000,000
32 Operating Reserve	25,976,619	25,247,693
33 Early Debt Retirement Reserve	25,120,649	14,858,258
34 TOTAL DESIGNATED OPERATING RESERVES	\$ 69,928,314	\$ 58,546,501
35 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 255,006,665	\$ 210,342,991

SUMMARY FINANCIAL DATA

EXHIBIT 1-3

(UNAUDITED)

As of May 31, 2018

REVENUE & EXPENSES

	ACTUAL May-18	ACTUAL May-17	YTD 2018	YTD 2017
REVENUE				
1 Passenger Revenue	\$ 4,170,552	\$ 4,183,024	\$ 21,592,693	\$ 21,166,370
2 Advertising Revenue	200,000	195,833	1,000,000	979,165
3 Investment Revenue	776,134	530,230	1,831,795	1,085,693
4 Sales Tax	19,181,436	18,040,645	107,942,507	103,030,881
5 Other Revenue	2,398	301,960	1,071,166	1,407,339
6 Fed Operations/Preventative Maint.	5,807,750	5,601,081	25,877,747	26,015,178
7 TOTAL REVENUE	\$ 30,138,270	\$ 28,852,773	\$ 159,315,908	\$ 153,684,626
OPERATING EXPENSE				
8 Bus Service	\$ 8,063,789	\$ 7,647,782	\$ 38,443,551	\$ 36,794,461
9 Commuter Rail	2,108,664	1,815,361	9,748,813	8,978,523
10 Light Rail	3,320,092	3,722,721	14,993,592	14,076,981
11 Maintenance of Way	1,434,305	1,334,646	6,564,030	6,518,109
12 Paratransit Service	1,820,526	1,788,080	8,508,783	8,411,622
13 RideShare/Van Pool Services	226,650	251,631	1,028,711	1,161,077
14 Operations Support	3,908,641	3,346,843	18,754,182	17,772,079
15 Administration	2,589,629	2,606,632	11,962,258	11,713,240
16 TOTAL OPERATING EXPENSE	\$ 23,472,296	\$ 22,513,696	\$ 110,003,920	\$ 105,426,092
17 NET OPERATING INCOME (LOSS)	\$ 6,665,974	\$ 6,339,077	\$ 49,311,988	\$ 48,258,534
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 411,921	\$ 334,599	\$ 1,793,340	\$ 1,938,891
19 Major Investment Studies			-	-
20 Offsetting Investment Studies			-	-
21 Bond Principal	820,278	729,167	4,067,724	3,645,835
22 Bond Interest	8,179,015	6,979,590	39,033,988	35,267,356
23 Bond Funded Interest - 2015A Sub		795,271	-	3,976,355
24 Bond Cost of Issuance/Fees	11,600	11,950	1,072,084	29,050
25 Lease Cost	781,195	248,218	2,840,903	1,302,521
26 Sale of Assets		-	(4,047,197)	(2,359,229)
27 TOTAL NON-OPERATING EXPENSE	\$ 10,204,009	\$ 9,098,795	\$ 44,760,842	\$ 43,800,779
28 CONTRIBUTION TO CAPITAL RESERVES	\$ (3,538,035)	\$ (2,759,718)	\$ 4,551,146	\$ 4,457,755
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ 53,816	\$ 15,859	\$ 176,702	\$ 79,295
30 Bond Premium/Discount Amortization	(1,120,849)	(1,321,256)	(5,273,101)	(6,606,282)
31 Bond Refunding Cost Amortization	683,649	685,192	3,418,246	3,425,960
32 Future Revenue Cost Amortization	67,576	67,576	337,881	337,880
33 Depreciation	12,930,000	12,560,000	59,217,964	62,800,000
34 NET OTHER EXPENSES (NON-CASH)	\$ 12,614,192	\$ 12,007,371	\$ 57,877,692	\$ 60,036,853

CURRENT MONTH

	ACTUAL May-18	BUDGET May-18	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 4,170,552	\$ 3,918,990	\$ 251,562	6%
2 Advertising Revenue	200,000	200,000	-	0%
3 Investment Revenue	776,134	311,000	465,134	150%
4 Sales Tax	19,181,436	21,625,092	(2,443,656)	-11%
5 Other Revenue	2,398	564,333	(561,935)	-100%
6 Fed Operations/Preventative Maint.	5,807,750	5,068,917	738,833	15%
7 TOTAL REVENUE	\$ 30,138,270	\$ 31,688,332	\$ (1,550,062)	-5%
OPERATING EXPENSE				
8 Bus Service	\$ 8,063,789	\$ 8,008,784	\$ (55,005)	-1%
9 Commuter Rail	2,108,664	1,929,592	(179,072)	-9%
10 Light Rail	3,320,092	2,928,919	(391,173)	-13%
11 Maintenance of Way	1,434,305	1,440,040	5,735	0%
12 Paratransit Service	1,820,526	1,907,392	86,866	5%
13 RideShare/Van Pool Services	226,650	267,535	40,885	15%
14 Operations Support	3,908,641	3,751,169	(157,472)	-4%
15 Administration	2,589,629	2,698,129	108,500	4%
16 TOTAL OPERATING EXPENSE	\$ 23,472,296	\$ 22,931,560	\$ (540,736)	-2%
17 NET OPERATING INCOME (LOSS)	\$ 6,665,974	\$ 8,756,772	\$ (2,090,798)	-24%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 411,921	\$ 458,750	\$ 46,829	10%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	820,278	764,667	(55,611)	-7%
22 Bond Interest	8,179,015	8,051,454	(127,561)	-2%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	11,600	5,458	(6,142)	-113%
25 Lease Cost	781,195	515,020	(266,175)	-52%
26 Sale of Assets	-	-	-	
27 TOTAL NON-OPERATING EXPENSE	\$ 10,204,009	\$ 9,795,349	\$ (408,660)	-4%
28 CONTRIBUTION TO CAPITAL RESERVES	\$ (3,538,035)	\$ (1,038,577)	\$ (2,499,458)	-241%
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ 53,816			
30 Bond Premium/Discount Amortization	(1,120,849)			
31 Bond Refunding Cost Amortization	683,649			
32 Future Revenue Cost Amortization	67,576			
33 Depreciation	12,930,000			
34 NET OTHER EXPENSES (NON-CASH)	\$ 12,614,192			

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5

As of May 31, 2018

YEAR TO DATE

	ACTUAL May-18	BUDGET May-18	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 21,592,693	\$ 19,912,665	\$ 1,680,028	8%
2 Advertising Revenue	1,000,000	1,000,000	-	0%
3 Investment Revenue	1,831,795	1,555,000	276,795	18%
4 Sales Tax	107,942,507	106,868,412	1,074,095	1%
5 Other Revenue	1,071,166	2,821,667	(1,750,500)	-62%
6 Fed Operations/Preventative Maint.	25,877,747	25,344,583	533,164	2%
7 TOTAL REVENUE	\$ 159,315,908	\$ 157,502,327	\$ 1,813,581	1%
OPERATING EXPENSE				
8 Bus Service	\$ 38,443,551	\$ 40,109,517	\$ 1,665,966	4%
9 Commuter Rail	9,748,813	9,525,042	(223,771)	-2%
10 Light Rail	14,993,592	14,642,570	(351,022)	-2%
11 Maintenance of Way	6,564,030	7,249,747	685,717	9%
12 Paratransit Service	8,508,783	9,537,449	1,028,666	11%
13 RideShare/Van Pool Services	1,028,711	1,337,176	308,465	23%
14 Operations Support	18,754,182	18,754,036	(146)	0%
15 Administration	11,962,258	13,506,490	1,544,232	11%
16 TOTAL OPERATING EXPENSE	\$ 110,003,920	\$ 114,662,027	\$ 4,658,107	4%
17 NET OPERATING INCOME (LOSS)	\$ 49,311,988	\$ 42,840,300	\$ 6,471,688	15%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 1,793,340	\$ 2,293,750	\$ 500,410	22%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	4,067,724	3,823,335	(244,389)	-6%
22 Bond Interest	39,033,988	38,770,728	(263,260)	-1%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	1,072,084	27,292	(1,044,792)	-3828%
25 Lease Cost	2,840,903	2,575,100	(265,803)	-10%
26 Sale of Assets	(4,047,197)	-	4,047,197	
27 TOTAL NON-OPERATING EXPENSE	\$ 44,760,842	\$ 47,490,205	\$ 2,729,363	6%
28 CONTRIBUTION TO CAPITAL RESERVES	\$ 4,551,146	\$ (4,649,904)	\$ 9,201,050	198%
OTHER EXPENSES (NON-CASH)				
29 Bond Debt Service - Series 2007A CAB	\$ 176,702			
30 Bond Premium/Discount Amortization	(5,273,101)			
31 Bond Refunding Cost Amortization	3,418,246			
32 Future Revenue Cost Amortization	337,881			
33 Depreciation	59,217,964			
34 NET OTHER EXPENSES (NON-CASH)	\$ 57,877,692			

CAPITAL PROJECTS
(UNAUDITED)

As of May 31, 2018

EXHIBIT 1-6

	2018 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 7,063,333	\$ 23,516,922	30.0%
2 INFORMATION TECHNOLOGY	838,942	8,594,818	9.8%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	225,830	1,035,796	21.8%
4 CAPITAL PROJECTS	2,412,045	41,057,292	5.9%
5 PROVO OREM BRT	11,486,375	40,227,000	28.6%
6 AIRPORT STATION RELOCATION	461,889	22,901,499	2.0%
7 STATE OF GOOD REPAIR	4,290,160	29,674,141	14.5%
8 PROP 1 PROJECTS	979,216	11,067,067	8.8%
9 TIGER (INCLUDING PROP#1 TIGER)	85,690	13,104,294	0.7%
10 TOTAL	<u>\$ 27,843,481</u>	<u>\$ 191,178,829</u>	14.6%
REVENUES			
14 GRANT	\$ 1,600,005	\$ 26,114,493	6.1%
16 PROVO-OREM TRIP	11,486,375	30,000,000	38.3%
17 LEASES (PAID TO DATE)	6,240,910	21,163,045	29.5%
18 BONDS	880,262	50,877,399	1.7%
19 LOCAL PARTNERS	-	14,318,487	0.0%
15 TRANSFER FROM OPERATING (PROP 1)	979,216	3,997,323	0.0%
20 UTA FUNDING	6,656,712	44,708,082	14.9%
21 TOTAL	<u>\$ 27,843,481</u>	<u>\$ 191,178,829</u>	14.6%

As of May 31, 2018

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	May-18	May-17	2018	2017
UTA				
Fully Allocated Costs	23,472,297	22,513,697	110,003,921	105,425,993
Passenger Farebox Revenue	4,170,552	4,183,024	21,592,694	21,166,370
Passengers	3,570,402	3,697,365	18,155,197	18,859,682
Farebox Recovery Ratio	17.8%	18.6%	19.6%	20.1%
Actual Investment per Rider	\$5.41	\$4.96	\$4.87	\$4.47
GOAL Investment per Rider				
BUS SERVICE				
Fully Allocated Costs	10,906,688	10,269,314	51,903,953	49,762,806
Passenger Farebox Revenue	1,658,763	1,510,976	8,628,757	8,140,972
Passengers	1,534,430	1,626,588	7,880,643	8,245,232
Farebox Recovery Ratio	15.2%	14.7%	16.6%	16.4%
Actual Investment per Rider	\$6.03	\$5.38	\$5.49	\$5.05
LIGHT RAIL SERVICE				
Fully Allocated Costs	6,703,718	6,763,891	30,802,633	29,086,764
Passenger Farebox Revenue	1,519,645	1,401,963	7,575,853	7,052,656
Passengers	1,451,232	1,498,483	7,391,334	7,717,024
Farebox Recovery Ratio	22.7%	20.7%	24.6%	24.2%
Actual Investment per Rider	\$3.57	\$3.58	\$3.14	\$2.86
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,437,124	3,092,119	15,977,373	15,281,575
Passenger Farebox Revenue	513,803	468,648	2,404,987	2,271,575
Passengers	410,135	393,608	2,012,976	1,982,204
Farebox Recovery Ratio	14.9%	15.2%	15.1%	14.9%
Actual Investment per Rider	\$7.13	\$6.67	\$6.74	\$6.56
PARATRANSIT				
Fully Allocated Costs	1,999,041	1,948,745	9,354,807	9,222,178
Passenger Farebox Revenue	164,130	496,200	1,361,916	2,062,051
Passengers	73,380	74,067	355,670	355,924
Farebox Recovery Ratio	8.2%	25.5%	14.6%	22.4%
Actual Investment per Rider	\$25.01	\$19.61	\$22.47	\$20.12
RIDESHARE				
Fully Allocated Costs	425,725	439,628	1,965,155	2,072,670
Passenger Farebox Revenue	314,211	305,236	1,621,181	1,639,114
Passengers	101,225	104,620	514,573	559,298
Farebox Recovery Ratio	73.8%	69.4%	82.5%	79.1%
Actual Investment per Rider	\$1.10	\$1.28	\$0.67	\$0.78

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	May-18	May-17	2018	2017
FULLY ALLOCATED COSTS				
Bus Service	\$10,906,688	\$10,269,314	\$51,903,953	\$49,762,806
Light Rail Service	\$6,703,718	\$6,763,891	\$30,802,633	\$29,086,764
Commuter Rail Service	\$3,437,124	\$3,092,119	\$15,977,373	\$15,281,575
Paratransit	\$1,999,041	\$1,948,745	\$9,354,807	\$9,222,178
Rideshare	\$425,725	\$439,628	\$1,965,155	\$2,072,670
UTA	\$23,472,297	\$22,513,697	\$110,003,921	\$105,425,992
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,658,763	\$1,510,976	\$8,628,757	\$8,140,972
Light Rail Service	\$1,519,645	\$1,401,963	\$7,575,853	\$7,052,656
Commuter Rail Service	\$513,803	\$468,648	\$2,404,987	\$2,271,575
Paratransit	\$164,130	\$496,200	\$1,361,916	\$2,062,051
Rideshare	\$314,211	\$305,236	\$1,621,181	\$1,639,114
UTA	\$4,170,552	\$4,183,024	\$21,592,694	\$21,166,369
PASSENGERS				
Bus Service	1,534,430	1,626,588	7,880,643	8,245,232
Light Rail Service	1,451,232	1,498,483	7,391,334	7,717,024
Commuter Rail Service	410,135	393,608	2,012,976	1,982,204
Paratransit	73,380	74,067	355,670	355,924
Rideshare	101,225	104,620	514,573	559,298
UTA	3,570,402	3,697,365	18,155,197	18,859,681
FAREBOX RECOVERY RATIO				
Bus Service	15.2%	14.7%	16.6%	16.4%
Light Rail Service	22.7%	20.7%	24.6%	24.2%
Commuter Rail Service	14.9%	15.2%	15.1%	14.9%
Paratransit	8.2%	25.5%	14.6%	22.4%
Rideshare	73.8%	69.4%	82.5%	79.1%
UTA	17.8%	18.6%	19.6%	20.1%
ACTUAL INVESTMENT PER RIDER				
Bus Service	\$6.03	\$5.38	\$5.49	\$5.05
Light Rail Service	\$3.57	\$3.58	\$3.14	\$2.86
Commuter Rail Service	\$7.13	\$6.67	\$6.74	\$6.56
Paratransit	\$25.01	\$19.61	\$22.47	\$20.12
Rideshare	\$1.10	\$1.28	\$0.67	\$0.78
UTA	\$5.41	\$4.96	\$4.87	\$4.47

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of May 31, 2018

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Government ¹	\$ 27,561,145	\$ 27,561,145				
2 Local Contributions ²	42,618,833	42,618,250				583
3 Pass Sales	453,501	474,600	(90,366)	(9,515)	1,322	77,460
4 Property Management	73,604	60,467	4,985	7,212	940	-
5 Vanpool/Rideshare	42,668	33,769	(3,264)	2,530	(445)	10,078
6 Product Sales and Development	921,851	781,488	49,186	14,271	28,724	48,182
7 Railway Worker Protection	1,800					1,800
8 Capital Development Agreements	1,387,531	464,850	360	-	-	922,321
9 Mobility Management	1,700	1,700	-			
10 Paratransit	11,250	11,250				-
11 Other ³	1,958,125	1,958,125				
12 Total	\$ 75,032,008	\$ 73,965,644	\$ (39,099)	\$ 14,498	\$ 30,541	\$ 1,060,424

Percentage Due by Aging

13 Federal Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
14 Local Contributions ²	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Pass Sales	104.7%	-19.9%	-2.1%	0.3%	17.1%	
16 Property Management	82.2%	6.8%	9.8%	1.3%	0.0%	
17 Vanpool/Rideshare	79.1%	-7.6%	5.9%	-1.0%	23.6%	
18 Product Sales and Development	84.8%	5.3%	1.5%	3.1%	5.2%	
19 Railway Worker Protection	0.0%	0.0%	0.0%	0.0%	100.0%	
20 Capital Development Agreements	33.5%	0.0%	0.0%	0.0%	66.5%	
21 Mobility Management						
22 Paratransit	100.0%	0.0%	0.0%	0.0%	0.0%	
23 Other	100.0%	0.0%	0.0%	0.0%	0.0%	
24 Total	98.6%	-0.1%	0.0%	0.0%	1.4%	

¹ Federal preventive maintenance funds, federal RideShare funds, and federal interest subsidies for Build America Bonds

² Estimated sales tax to be distributed upon collection by the Utah State Tax Commission

³ OCIP escrow, fuel tax credit, warranty parts out for repair

Note:

SUMMARY OF APPROVED CONTRACT DISBURSEMENTS OVER \$200,000
 FROM MAY 24, 2018 THROUGH MAY 31, 2018
 (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>
14-17TH POSITIVE TRAIN CONTROL	10/6/2004	ROCKY MOUNTAIN SYSTEMS SERVICE	336536	5/24/2018	\$ 215,483.27
15-1484PP PURCHASE 22 PARATRANSIT VEHICLES	9/23/2015	LEWIS BUS GROUP (6 BUSES)	336535	5/24/2018	327,750.00
15-1251TP PROVO-OREM BRT	7/15/2015	KIEWIT / CLYDE	336529	5/24/2018	4,354,718.77
14-17TH POSITIVE TRAIN CONTROL	10/6/2004	ROCKY MOUNTAIN SYSTEMS SERVICE	336831	5/31/2018	204,706.05

**UTAH TRANSIT AUTHORITY FINANCE & OPERATIONS COMMITTEE
Action Agenda Item Coversheet**

DATE:	August 8, 2018
AGENDA ITEM:	
CONTACT PERSONS:	Robert K. Biles, Chief Financial Officer, Treasurer Richard C. Swenson, Deputy Treasurer
SUBJECT:	Second Quarter 2018 Investment Report
BACKGROUND:	<p>Pursuant to UTA’s Corporate Investment Policy, the Treasurer is required to provide a quarterly investment report to the Finance & Audit Committee, which acts as the designated Investment Committee.</p> <p>The 2nd Quarter Investment Report provides a list of the investments in the June 30, 2018 portfolio as well as investments which were purchased and sold in the quarter.</p> <p>Zion’s Wealth Advisors continues to manage a separate portfolio of investments totaling \$25,989,657.10 at quarter end, with maturities of three years or less, and yields to maturity (net of fess) for the months of April, May, and June of 2.247%, 2.324%, and 2.429%, respectively.</p> <p>All other available cash (net of minimum funds in the operating accounts at Zions) is invested with the State of Utah investment pool (PTIF), which earned yields of 2.171%, 2.319%, and 2.466\$, for April, May and June, respectively.</p> <p>Benchmark rate information (3-month T-Bill) is also included with the rates for April, May, and June being 1.763%, 1.883%, and 1.920%, respectively.</p>
PREFERRED ALTERNATIVE:	Receive the 2 nd Quarter Investment Report.
LEGAL REVIEW:	N/A
EXHIBITS:	2 nd Quarter Investment Report

Utah Transit Authority
Investment Portfolio
June 30, 2018

Investment	CUSIP	Amount Invested	Purchase Date	Maturity	Yield to Maturity	Annual Earnings
FHLB 2.000%	313380GJ0	\$ 5,015,494.44	9/25/2017	9/9/2022	1.953%	\$ 97,861
FHLB 2.000%	313380GJ0	\$ 5,011,255.56	9/29/2017	9/9/2022	1.976%	\$ 98,892
FHLB 2.000%	313380GJ0	\$ 5,011,405.56	9/29/2017	9/9/2022	1.975%	\$ 98,863
FHLB 2.000%	313380GJ0	\$ 5,008,311.11	10/10/2017	9/9/2022	2.001%	\$ 100,167
FAMCA 1.800%	3132X0WX5	\$ 4,952,250.00	10/11/2017	8/26/2022	2.051%	\$ 102,670
FFCB 2.08%	3133EHM91	\$ 4,992,900.00	11/1/2017	11/1/2022	2.110%	\$ 105,623
FHLB 2.030%	3130ACS96	\$ 4,982,373.61	11/14/2017	11/7/2022	2.113%	\$ 105,774
FFCB 2.08%	3133EHM91	\$ 4,987,466.67	11/22/2017	11/1/2022	2.110%	\$ 105,623
		\$ 39,961,456.95				

Zions Capital Advisors	\$ 25,989,657.10	2.429%	\$ 631,289
Zions Bank	\$ 13,203,853.00	0.100%	\$ 13,204
Public Treasurer's Investment Fund	\$ 147,863,734.00	2.466%	\$ 3,646,320
Total Investments	<u>\$ 227,018,701.05</u>	<u>2.249%</u>	<u>\$ 5,106,286</u>

Rates as of Last Trading Day of

	<u>April</u>	<u>May</u>	<u>June</u>
Zions Capital Advisors	2.247%	2.324%	2.429%
Public Treasurer's Investment Fund	2.171%	2.319%	2.466%
Benchmark Return*	1.763%	1.883%	1.920%

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

Investments Purchased
April 1 to June 30, 2018

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

Investments Sold
April 1 to June 30, 2018

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

Consent Agenda - F&A Committee Approved Contracts

Revenue Contracts
Contracts & change-orders

Board 8/22/2018

Item #	Board Motion	F&A Approval Date	Criteria	Type	Project Manager	Project Title	Summary description & purpose	Vendor (or potential vendors)	Total Contract Value	Change-orders			Contract Start Date	Contract End Date (incl. options)	Included In 2018 budget?	Solicitation method	Number of firms which responded to solicitation	Total contract amount of next lowest bidder
										Change-order amount	Total contract amount after change-order	Percentage change						
C1	Motion to approve the contract and forward to Board for consent agenda	11-Jul	Contract is \$200,000 - \$999,999	Contract	Rob Balsamo	Heated Bridgeplate	Purchase 4 spare bridgeplate assemblies that will allow Trax maintenance to use as "cores" to pull old assemblies and keep the vehicle running by installing a new assembly while the old one is being overhauled.	Siemens	\$ 233,008		N/A	N/A	6/1/2018	6/1/2019	Yes	IFB	2	\$ 242,327
C2	Motion to approve the contract and forward to Board for consent agenda	11-Jul	Contract is \$200,000 - \$999,999	Contract	Rob Balsamo	Grounding Contact Assy	Grounding contact assemblies needed in the overhaul of the Journal Box for the light rail S70 fleet overhaul program.	Siemens	\$ 320,200		N/A	N/A	6/1/2018	6/1/2019	Yes	IFB	2	\$ 334,292
C3	Motion to approve the contract and forward to Board for consent agenda	11-Jul	Contract is \$200,000 - \$999,999	Contract	Rob Balsamo	Bearing Tapered Assy	Bearing tapered assemblies needed in the overhaul of the Journal Box for the light rail S70 fleet overhaul program	Kaman	\$ 393,148		N/A	N/A	6/1/2018	6/1/2019	Yes	IFB	3	\$ 416,471
C4	Motion to approve the contract and forward to Board for consent agenda	11-Jul	Contract is \$200,000 - \$999,999	Contract	Ali Oliver/Laura Hanson	Core Routes Consultant	Consultant to evaluate, analyze, and provide more definition to the service characteristics of "Core Routes" as represented in the Regional Transit Plans from WFRC and MAG, and to prioritize future investments in Core Route bus service.	Jarrett Walker and Associates	\$ 212,848		N/A	N/A	7/15/2018	7/14/2019	Yes	RFP	2	\$ 199,985
C5	Motion to approve the contract and forward to Board for consent agenda	25-Jul	Contract is \$200,000 - \$999,999	Contract	Dan Hofer	VSP and LDO boards for PTC	Hardware and software components on the FrontRunner South signal system required in order to upgrade the system and implement the Positive Train Control System (PTC) on this section.	Alstom Group	\$ 219,000		N/A	N/A	8/1/2018	5/31/2019	Yes	Sole Source	1	N/A
C6	Motion to approve the contract and forward to Board for consent agenda	22-Aug	Contract is \$200,000 - \$999,999	Contract	Kyle Stockley	SD160 Sandbox upgrade	Overhaul of the Sandboxes on the Light Rail SD160 fleet. The sandboxes are starting to fail and replacement parts are obsolete. This contract will convert the current boxes to the S70 style box.	Siemens	\$ 410,000		N/A	N/A	8/22/2018	12/31/2018	Yes	RFP	2	\$ 530,928
C7	Motion to approve the contract and forward to Board for consent agenda	22-Aug	Contract is \$200,000 - \$999,999	Contract	Bart Simmons	Independent Monitoring Services	An Independent Monitor who will perform independent monitoring services identified by the USAO.	Coblentz Patch Duffy & Bass LLP	\$ 600,000		N/A	N/A	8/29/2018	8/29/2021	Yes	RFP	8	
C8	Motion to approve the contract and forward to Board for consent agenda	22-Aug	Contract is \$200,000 - \$999,999	Revenue	Bryan Sawyer	Wheel Truing Agreement Amendment	This is a Revenue contract. This is to amend an existing contract for UTA to provide wheel truing services to SMART.	Sonoma-Marin Area Rail Transit	\$ 261,100	\$ 135,000	\$ 396,100	52%	6/6/2018	6/30/2019	No	Revenue contract	N/A	N/A

Consent Agenda Items

Consent Agenda - Property Acquisition, Encumbrance or Disposal

Item	Landowner	Detailed description & purpose	Source of Funds	UTA Appraisal Amount	Landowner Appraisal (if any)	Administrative Settlement	Final Purchase Price	FTA Concurrence required?	FTA Concurrence received?	Within Budgeted amount for Project ROW?
A1	Family Center Orem Shopping Center, LLC	S-0265(23)3 - Provo/Orem Transportation Improvement Project - Right of Way/TCE for expanded roadway to accommodate BRT lanes	Project	\$ 296,400	\$ 390,000	\$ 50,000	\$ 346,400	No	N/A	Yes
A2	Sun Development, LP	S-0265(23)3 - Provo/Orem Transportation Improvement Project - Right of Way/TCE for expanded roadway to accommodate BRT lanes	Project	\$ 205,000	\$ 301,000	\$ 27,861	\$ 328,861	Yes	Yes	Yes

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 7/11/2018

Action Requested: Motion to forward the contract to the Board for approval

Criteria: Contract is > \$1,000,000

Contract #: 17-2392PP **Contract Title:** NoLo Battery Electric Bus and Charging Station

Project Manager: Greg Thorpe **Contract Administrator:** Pat Postell

Impacted Areas: Capital Development **Included in budget?** Yes

Procurement method: Sole-Source **Contractor:** New Flyer

Sole-Source Reason: Unique or Innovative Concept - Available from only one source **Total Contract Value** \$ 6,318,000

Contract start date: 7/16/2018 **Contract end date:** 9/17/2019

Number of responding firms: 1 **Next Lowest Bidder:** N/A

Detailed Description & Purpose:

UTA was awarded a grant for five 40-Foot New Flyer battery-electric buses that will replace buses in existing service. Three buses will be deployed on UTA routes serving the University of Utah and two buses will be used on the University's new public transit shuttle service route. The grant also funded the bus charging equipment that will be located at existing transit facilities. FTA requested that transit agencies, manufacturers and third party researchers partner on the submission of a proposal. FTA wanted to speed the deployment of New technologies. Further, while it was not required by FTA, it requested and received simplified proposals from three manufacturers which included pricing information. New Flyer was selected because of their experience in building quality transit buses. The buses and equipment will have an expected minimum useful life of 12 years, and the equipment has an expected minimum useful life of 12 years. The benefits of awarding this contract will result in significant emission reductions and promotion of alternative fuel vehicles. This project will be helpful since Salt Lake City is an Air Quality Maintenance Area for Carbon Monoxide (CO), and Salt Lake County is a Non-Attainment Area for Particulate Matter (PM) and a Maintenance Area for Ozone. With natural constraints along the Wasatch Front, residents are exposed to air pollution episodes during summer and winter months.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

Attachments: Contract routing sheet attached? Yes
Other attachments? (list) Sole-Source



CONTRACT ROUTING SHEET

Agenda Item No.: _____
Board Review Date: _____

CONTRACT SECTION

- 1) Contract/P.O. No. **17-2392PP** (Assigned by Purchasing) Contract Administrator: **Pat Postell**
Project Manager: **Greg Thorpe**
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Option G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification)
 RFP (Best-value) Sole source Other: _____
- 4) Contract Title **NoLo Electric Buses and Charging Equipment**
- 5) Description / Purpose (of contract or project) **Purchase of a total of five (5) buses. Three (3) for UTA and two (2) for the University of Utah. Charging equipment costs are also included in the total amount. The charging equipment will be purchased through the Contractor, New Flyer.**
- 6) Contractor Name **New Flyer**
- 7) Effective Dates Beginning: **07/16/18** Ending: **09/17/19**
- 8) Option to renew? Yes No Renewal terms _____

FINANCIAL SECTION

- 9) Total Board Approval Amount: **\$6,318,000**
- 9a) Current Contract Value: _____
- 9b) Amendment Amount: _____
- 9d) New Contract Value (including all amendments) _____
- 9e) Is the amount an estimate? Yes No
(Estimate if per transaction cost)
- 9f) If estimated, how was the estimate **Based on quotes submitted for the grant.**
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code **40-3162.68912** Capital Project Code **MSP16218**
- 12) Budgeted? Yes No Budget amount: **\$ 6,318,000.00**
- 13) Will this contract require support from another department? Yes No
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? Yes No

SIGNATURE SECTION

- | | Route to? | Initials | |
|--|---|----------------------|----------------|
| Attorney/Legal | <input checked="" type="checkbox"/> Yes | <input type="text"/> | _____ |
| | | | Bart Simmons |
| Accounting Reviewed | <input checked="" type="checkbox"/> Yes | <input type="text"/> | _____ |
| | | | Bryan Steele |
| 16) Approval Signatures | | | |
| | Route to? | Initials | |
| Up to \$10K Manager/Program Manager | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="text"/> | _____ |
| | | | Greg Thorpe |
| Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="text"/> | _____ |
| | | | Grey Turner |
| Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only) | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="text"/> | _____ |
| | | | Mary DeLoretto |
| Over \$100K Executive Director | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="text"/> | _____ |
| | | | Steve Meyer |
| Over \$200K Board Approval | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="text"/> | _____ |

If Yes, route to the Sr. Supply Chain Manager for board meeting agenda and approval

General Contracts, Change-orders and Disbursements

Revenue Contracts
Contracts & change-orders
Pre-Procurements (information)

Board 8/22/18

Item #	Board Motion	Criteria	Type	Project Manager	Project Title	Summary description & purpose	Vendor (or potential vendors)	Total Contract Value	Change-orders			Contract Start Date	Contract End Date (Incl. options)	Included In 2018 budget?	Solicitation method	Number of firms which responded to solicitation	Total contract amount of next lowest bidder
									Change-order amount	Total contract amount after change-order	Percentage change						
8a	Motion to forward the contract to the Board for approval	Contract is > \$1,000,000	Contract	Ryan Taylor	Rideshare Vans	Contract for 30 replacement minivans for Rideshare. This contract also includes "options" to purchase up to 60 additional vans over 3 years.	Tony Divino Toyota	\$ 2,546,880		N/A	N/A	8/23/2018	8/31/2021	Yes	RFP	2	\$ 2,186,550
8b	Motion to forward the contract to the Board for approval	Contract is > \$1,000,000	Contract	Kyle Stockley	Locomotive Engine Overhaul	Provide all labor and materials necessary to rebuild the Electro-Motive Diesel (EMD) model 16-645F3B prime mover engines on all locomotives	Motive Power	\$ 9,797,900		N/A	N/A	9/1/2018	9/1/2024	Yes	RFP	4	\$ 10,805,320
8c	Motion to forward the contract to the Board for approval	Contract is > \$1,000,000	Contract	Grey Turner	UVU Pedestrian Bridge	UDOT is leading the project in collaboration with UVU and UTA to build a pedestrian bridge over I-15. UTA is named as a financial partner in the project.	Kraemer	\$ 4,000,000		N/A	N/A	7/1/2018	9/1/2019	Yes	N/A	N/A	N/A
8d	Motion to forward the contract to the Board for approval	Contract is > \$1,000,000	Contract	Greg Thorpe	Depot District Clean Fuels Technology Center	CM/GC procurement for the phased construction of the new Bus Technology, Maintenance and Operations Facility	Big-D Construction	\$ 4,200,000		N/A	N/A	9/25/2018	9/25/2021	Yes	RFP	2	\$ 5,016,483
8e	Motion to forward the contract to the Board for approval	Change-order brings total contract value to \$1,000,000 or more	Change Order	Dan Hofer	Positive Train Control	Design, furnish, install and test positive train control system as part of the FrontRunner Positive Train Control project	Rock Mountain Systems Services	\$ 26,758,524	\$ 3,326,771	\$ 30,085,295	12%	10/6/2014	9/30/2019	Yes	N/A	N/A	N/A

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING EXECUTION OF CONTRACT WITH
TONY DIVINO TOYOTA**

R2018-08-01

August 22, 2018

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

WHEREAS, the Authority's Board of Trustees ("Board") passed Resolution R2018-05-09 on May 23, 2018 Granting Contract and Expenditure Authority ("Resolution"); and

WHEREAS, the Resolution requires the Board to approve contracts with a value of \$1,000,000 after review and recommendation for approval from the appropriate Board committee; and

WHEREAS, the contract with Tony Divino Toyota, attached as Exhibit A, for the purchase of thirty Rideshare vans with an option to purchase another sixty vans to replace the current Rideshare van fleet over the next three years has a value of \$2,546,880 and has been reviewed and recommended for approval by the Board's Finance and Audit Committee; and

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

1. That the Board hereby approves the contract with Tony Divino Toyota for the purchase of thirty Rideshare vans with an option to purchase another sixty vans to replace the current Rideshare van fleet over the next three years as set forth in Exhibit A.
2. The Board authorizes the Executive Director and his designee(s) to execute the contract in substantially the same form as the exhibit to this Resolution.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the contract with Tony Divino Toyota.
4. That the corporate seal be attached hereto.

Approved and adopted this 22nd day of August 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 22nd day of August, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 8/8/2018

Agenda Item #

Action Requested: Motion to forward the contract to the Board for approval

Criteria: Contract is > \$1,000,000

Contract #: 18-2619TB

Contract Title: Rideshare Vans

Project Manager: Ryan Taylor

Contract Administrator: Trent Blair

Impacted Areas: Rideshare

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: Tony Divino Toyota

Sole-Source Reason: N/A

Total Contract Value \$ 2,546,000
Qty & Unit price 30 @ \$27,296

Contract term (Months) 36

Contract options (Months) 0

Contract start date: 8/23/2018

Contract end date: 8/31/2021

Number of responding firms: 2

Next Lowest Bidder: \$ 2,186,550

Detailed Description & Purpose:

This contract is to purchase 30 rideshare minivans that will replace 30 old vans that have a lot of miles and the maintenance costs are growing substantially each year. A "Best value" procurement was published and two bids were received. The vendor was selected by a selection committee based on a combination of technical evaluation score and pricing. The Toyota brand was selected based on its superior vehicle specifications. This contract also includes "options" to purchase up to 60 more vans at the negotiated price as funding becomes available over the 3-year contract term. Pricing and quantity by year:

2018 30 @ \$27,296 = \$818,000
2019 30 @ \$28,300 = \$849,000 (as needed)
2020 30 @ \$29,300 = \$879,000 (as needed)
\$2,546,000

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

Attachments: Contract routing sheet attached? Yes

Other attachments? (list)



CONTRACT ROUTING SHEET

Agenda Item No.: _____
Board Review Date: 8/22/2018

CONTRACT SECTION

- 1) Contract/P.O. No. 18-2619TB (Assigned by Purchasing) Contract Administrator: Trent Blair
Project Manager: Ryan Taylor
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Option G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification)
 RFP (Best-value) Sole source Other: _____
- 4) Contract Title Rideshare vans
- 5) Description / Purpose (of contract or project) These are 7 & 8 passenger vans to replace old ones for the Rideshare fleet over the next 3 years. We will buy 30 with the first req and have 60 other vans to buy as options with additional reqs.
- 6) Contractor Name Tony Divino Toyota
- 7) Effective Dates Beginning: 08/23/18 Ending: 08/31/21
- 8) Option to renew? Yes No Renewal terms _____

FINANCIAL SECTION

- 9) Total Board Approval Amount:
- 9a) Current Contract Value: 2,546,880
- 9b) Amendment Amount: _____
- 9d) New Contract Value (including all amendments) 2,546,880
- 9e) Is the amount an estimate? Yes No
(Estimate if per transaction cost)
- 9f) If estimated, how was the estimate calculated? _____
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code _____ Capital Project Code 40-6234.68912
- 12) Budgeted? Yes No Budget amount: \$ 2,546,880.00
- 13) Will this contract require support from another department? Yes No
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? Yes No

SIGNATURE SECTION

- | | Route to? | Initials | |
|--|---|--------------------|------------------------|
| Attorney/Legal | <input checked="" type="checkbox"/> Yes | <u>BWS</u> | <u>Bart Simmons</u> |
| Accounting Reviewed | <input checked="" type="checkbox"/> Yes | <u>BWS</u> | <u>Bryan Steele</u> |
| 16) Approval Signatures | | | |
| Up to \$10K Manager/Program Manager | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <u>[Signature]</u> | <u>Ryan Taylor</u> |
| Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ | <u>Print Name</u> |
| Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only) | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <u>CRB</u> | <u>Cheryl Bevandge</u> |
| Over \$100K Executive Director | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | _____ | <u>Steve Meyer</u> |
| Over \$200K Board Approval | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | _____ | <u>8/22/2018</u> |

If Yes, route to the Sr. Supply Chain Manager for board meeting agenda and approval



UTAH TRANSIT AUTHORITY

UTA

669 West 200 South

Salt Lake City, UT 84101

Tony Divino Toyota
Attn: Susan Peterson
777 W Riverdale RD
Riverdale, UT 84405

May 4, 2018

NOTICE OF CONTRACT AWARD

Contract 18-2619TB is hereby awarded to your firm for minivans per the attached Price Schedule. This award is based on the proposal you submitted against our invitation for bid (RFP) 18-2619TB. Contract performance will be for the period of May 4, 2018 through the delivery of the minivans. Those items awarded under this Contract are per the attached Price Schedule.

This Notice constitutes the Contract Award and Issuance of the Notice to Proceed for Contract 18-2619TB. The Contract is being processed and a copy will be forwarded for your file once the appropriate signatures are obtained. All documentation and invoicing should reference the Contract number and line item on the contract.

Feel free to contact me at 801-287-3052 if you have any questions. Thank you for supporting the Utah Transit Authority.

Trent Blair
Contract Buyer

Attach: 18-2619TB Price Schedule



18-2619TB Minivans

ITEM	QTY*	YEAR / MAKE / MODEL OFFERED	UNIT AMOUNT	TOTAL	DELIVERY DAYS ARO**
7-8 PASSENGER VANS PER THE ATTACHED SPECIFICATION	40	2018	27,296	818,800	90
YEAR 2019					
7-8 PASSENGER VANS PER THE ATTACHED SPECIFICATION	30	2019	28,300	849,000	120
YEAR 2020					
7-8 PASSENGER VANS PER THE ATTACHED SPECIFICATION	30	2020	29,300	879,000	120

A. CONTRACTOR'S OFFER

By signing below, the Contractor makes a firm offer to deliver all supplies and/or perform all services or construction as set forth in the RFP (including any amendments), for the price set forth on Contractor's Price Bid Form. Signature must be by an officer of your company authorized to bind your company in contractual matters.

TONY DIVINO TOYOTA

(Contractor's Name)

777 W RIVERDALE RD. RIVERDALE UT 84405

(Contractor's Address)

(Contractor's Address)

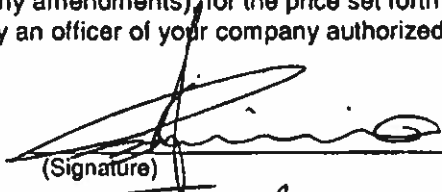
(Contractor's Address)

87-0459928

(Contractor's EIN)

801-394-5701

(Phone #)



(Signature)

TONY DIVINO

(Print Name)

(Title)

June 22, 2018

(Date)

speterson92@gmail.com

(e-mail address)

B. UTA'S ACCEPTANCE

By signing below, UTA accepts Contractor's offer. This acceptance creates a binding Contract, which consists of the RFP, including any amendments, and Contractor's Bid. No additional contractual documents are necessary. In the event of a conflict between the RFP and Contractor's Bid, the terms of the RFP shall govern. The effective date of the Contract is the date of the last signature on this page.



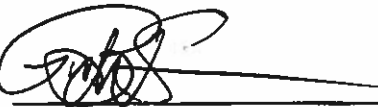
Cheryl Beverage
Special Services GM

7/20/18

(Date)

Steve Meyer
Interim Executive Director

(Date)



Approved as to Form
UTA Legal Counsel

UTA 
Request for Proposal

Rideshare Vans

Cover Sheet

General Information	
Project Name	Rideshare Vans
Project Description	7 & 8 passenger vans
Quantities	15 vans first order and 75 vans as options over the span of the contract period.
Project Start Date/Length	3 years
Contract Type	Fixed price
UTA Project Manager	Jesse Rogers
Funding Source	Local and/or Federal
Procurement Process Information	
RFP No.	18-2619TB
Contract Administrator Utah Transit Authority	Trent Blair 669 West 200 South Salt Lake City, Utah 84101 (801) 287-3019 tblair@rideuta.com
Evaluation Criteria: <ul style="list-style-type: none"> • Compliance with the specification • Lead time • Past performance • Price 	This is a best value procurement where evaluation criteria is listed from high to low. See Part 2 for more information on the proposal content and rating method.
RFP Schedule:	
<ul style="list-style-type: none"> a. Issue Request for Proposals b. Deadline to submit questions to UTA c. Last day for UTA to issue addenda d. Deadline to submit proposals e. Target contract award date NLT 	<ul style="list-style-type: none"> March 2, 2018 March 9, 2018 March 16, 2018 March 23, 2018 March 30, 2018

Contents of this RFP		
Part 1 – Project Specific Information		
Part 2 – Procurement Process		
Part 3 – Standard Terms of Solicitation		
Part 4 – UTA Standard Contract Terms		
Part 4A – FTA Standard Contract Terms		
Part 5 – Federal Clause		
Part 6 – Proposal Forms		
Attachment 1 – Bid Form & Specifications		
Proposal Contents		
<p>Proposals must include the following:</p> <ul style="list-style-type: none"> • Data on vehicles offered • Price Proposal Form • Proposal Declarations, Offer, and Acceptance Form • Signed Federal Clauses • References 		See Part 2 for more information about the contents of the Proposal
See Part 3 for instructions on submitting proposals.		



REQUEST FOR PROPOSALS

Part 1 – Project Specific Information

- A. Supplies/Services** – The UTAH TRANSIT AUTHORITY (UTA) is requesting proposals from responsive, responsible persons or firms for Mini Vans per the Specifications and Bid Schedule.

This solicitation is available for download on Sciquest. Contractors are responsible to revisit the web site from time-to-time for any amendments to the solicitation; failure to acknowledge the receipt of amendments may render proposals non-responsive.

- B. Cost Type** – Payments are anticipated to be made on a Fixed Price basis.
- C. Award of Contract** – Award of a Contract from this RFP will be based upon competitive proposals (responsive, responsible, and best value).
- D. Period of Performance** – The desired delivery is within 120 calendar days from the date of the order. (Also see "Specifications"). Delivery will be FOB the UTA Meadowbrook Division located at 3600 S. 700 W., Salt Lake City, Utah. Delivery will be scheduled by contacting Jesse Rogers at 801-287-4674. All delivery and set up fees will be included in the price of the vehicles.
- E. Proposals shall be valid for a duration of no less than ninety (90) days from proposal due date.**
- F. Bidders Risk-** Bidder shall examine the Request for Proposals and strictly comply with instructions and provisions contained in it. Failure to do so shall be at the bidder's risk.



Part 2 – Procurement Process Information

A. **PROPOSAL CONTENT:** Proposals must contain the following information -

1. Compliance with the Specifications

The Proposal must describe the proposed product(s), and how it meets or exceeds the Specifications set forth in Bid Schedule.

The Proposal must describe the Vendor's ability and willingness to meet the requirements regarding Delivery, Handling/Transporting Materials and other requirements set forth in Part 1. The Proposal must include a brief description of the Vendor, including its experience in providing the same or like products. Vendors shall furnish the name, address and duration of services of previous customers as part of their proposal. Failure to provide this information may render the Proposal non-responsive. Information regarding Vendors' experience will be used only to determine responsibility; it will not be used as an evaluation factor.

2. Price and Availability

The Proposal must include a filled-out and signed Price Proposal, on the provided form (see Part 5, Forms), including information regarding availability of product.

The price schedules submitted by the proposer on the Price Proposal form shall be the full and total cost for the product or items indicated on the form. All applicable costs, charges or fees shall be included as part of the price, or listed as a separate item on, or attached to, the Price Proposal Form.

UTA will not be responsible for or pay for any costs, charges or fees not included or identified in the Price Proposal.

UTA is a public entity permitted to purchase items from a state cooperative contract. Vendors offering pricing under a Utah State cooperative contract must indicate such on the Price Proposal form and indicate the applicable State contract with its pricing.

3. Past Performance

Data of previous experience with references and information on contracts of similar work including the length those contract, contract manager contract info, and the size of the scope of work.



Part 3 – Standard Terms of Solicitation

A. INSTRUCTIONS TO PROPOSERS

1. Submission of Proposals.

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

2. Minimum Standards.

This RFP sets forth the minimum requirements that all Proposals must meet. Failure to submit Proposals in accordance with this RFP may render the Proposal unacceptable or non-responsive. UTA may, in its sole discretion, waive minor irregularities in a Proposal that do not alter the quality or quantity of the information provided.

3. Confidential, Protected, and Public Information

In accordance with Utah Code Section 63G-2-305(6) of the Government Records Access and Management Act (GRAMA) and UTA's Procurement Standard Operating Procedures (SOPs), procurement information related to this procurement will not be made public until after execution of the Contract with the successful Proposer. Procurement information includes the Proposals submitted by Proposers in response to this RFP and any accompanying documentation, as well as records maintained by UTA during the procurement process.

UTA will maintain a process to ensure confidentiality for the duration of this procurement. If the Proposer submits information in its Proposal that it believes is "trade secret," the Proposer must follow the procedure set forth in Section 63G-2-309 of GRAMA.

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

- a) Clearly mark all trade secret information as such in its Proposal at the time the Proposal is submitted and include a cover sheet stating "DOCUMENT CONTAINS TRADE SECRET INFORMATION" and identifying each section and page which has been so marked;
- b) Include a statement with its Proposal justifying the Proposer's determination that certain records are trade secret information for each record so defined;
- c) In addition to the Proposal uploaded to SciQuest, upload a second copy of the Proposal (as an attachment) that has all the trade secret information deleted, and label such copy of the Proposal "Public Copy." If a Proposer uploads a Proposal containing no trade secret information, no "Public Copy" need be submitted. However, any Proposer that submits a Proposal containing no trade secret information must so certify in a cover letter to its Proposal; and
- d) Defend any action seeking release of the records it believes to be trade secret information and indemnify, defend, and hold harmless UTA and the State of Utah and its agents and employees from any judgments awarded against UTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives UTA's cancellation or termination of this procurement or award and subsequent execution of the Contract. In submitting a Proposal, the Proposer agrees that this

indemnification survives as long as the trade secret information is in possession of UTA.

All records pertaining to this procurement will become public information after execution of the Contract, unless such records are identified as trade secret information as specified above. No liability will attach to UTA for the errant release of trade secret information by UTA under any circumstances.

4. Submitting Questions to UTA

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

5. Requests for Approved Equals or Changes

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

Requests for Approved Equals must be submitted with the Proposal, and must be on Form Q (Part 5, Forms).

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

UTA will only assess requests for approved equals if the price of the substitute product is competitive with the price of the product specified in the RFP, to be determined by UTA in its sole discretion.

It should be understood that specifying a brand name, components, and/or equipment in this RFP will not relieve the Proposer from its responsibility to provide the product in accordance with the performance warranty and contractual requirements. The Proposer shall notify UTA of any inappropriate brand name, component, and/or equipment that may be called for in this RFP and shall propose a suitable substitute for consideration.

6. Addenda to the Request for Proposals

UTA reserves the right to make changes to the RFP, by issuing a written addendum to the RFP which will be posted to SciQuest.

7. Multiple or Alternative Proposals

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

8. Withdrawal of Proposals

A Proposer may withdraw its Proposal from SciQuest before the Proposal due date without prejudice to itself.

9. Cost of Proposals

UTA is not liable for any costs incurred by Proposers in the preparation, presentation, or negotiation of Proposals submitted in response to this RFP.

10. Examination of Request for Proposals

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

RFP, work sites, statutes, regulations, ordinances, or resolutions.

11. Firm Offer

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

12. Disclosure of Organizational Conflicts of Interest

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

13. No Collusion

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

B. E-VERIFY

Each Proposer and each person signing on behalf of any Proposer certifies as to its own entity, under penalty of perjury, that the named Proposer has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.

Signing the Proposal is deemed the Proposer's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including Utah Code Ann. § 63G-12-302.

The successful Proposer shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

UTA will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section. Furthermore, non-compliance with this section is a material breach of the Contract.

C. SELECTION PROCESS

1. No Public Opening

This is an RFP and, as such, the Proposals submitted in response to this RFP will not be subject to a public opening.

2. UTA's Procurement Options

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

- select a Proposer based solely on the written Proposals, with or without subsequent negotiations;
- ask for more information or Clarifications before making a selection;
- use Presentations/Interviews/Problem-Solving Exercises before making a selection;
- determine a Competitive Range, conduct Discussions, and/or request Best and Final Offers (BAFO) before making a selection;
- if a material error in the RFP is discovered during the evaluation process, UTA may issue an addendum to all Proposers that have submitted Proposals requesting revised Proposals based upon the corrected RFP.
- decline to accept any Proposal;
- re-advertise;
- cancel the procurement; or
- elect to otherwise procure the needed services in accordance with UTA policy and procedures.

UTA reserves the right to negotiate price, scope, schedule, and other contract terms with the preferred Proposer after a selection is made.

3. Responsibility

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

4. Checking References

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

5. Requests for Clarification

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

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

6. Presentations / Interviews / Problem-Solving Exercises

UTA may utilize presentations, interviews, and/or problem-solving exercises during this procurement if, at the sole discretion of UTA, it is considered to be in UTA's best interest. If UTA determines that presentations and/or interviews and/or problem-solving exercises are in its best interest, UTA will notify all or a short-list of the most highly qualified Proposers of the decision to utilize presentations and/or interviews and/or problem-solving exercises and schedule the presentations and/or interviews and/or problem-solving exercises in such a way as to not unduly delay the procurement process.

UTA reserves the right, in its sole discretion, to conduct multiple rounds of presentations and/or interviews and/or problem-solving exercises, if it deems necessary to do so, with one or more Proposers.

7. Competitive Range

UTA may declare a Competitive Range including only those Proposers that have a reasonable chance of being selected. UTA will declare a Competitive Range, if it chooses to do so, after a careful analysis of the Proposals.

8. Discussions

UTA may, at its sole discretion, conduct written and/or verbal Discussions with any of the Proposers in the Competitive Range regarding the content of their Proposal. If Discussions are held, they will be held with all Proposers in the Competitive Range.

9. Best and Final Offers

Although UTA reserves the right to issue a request for Proposal revisions (including Best and Final Offers), UTA is under no obligation to do so. UTA may make its selection and award based on the initial Proposals submitted.

If UTA requests Proposal revisions and/or BAFOs, Proposers in the Competitive Range may be informed of and requested and/or allowed to revise their Proposals, including correction of any weaknesses, minor irregularities, errors, and/or deficiencies identified to the Proposers by UTA following initial evaluation of the Proposals. The request for Proposal revisions and/or BAFOs will allow adequate time for the Proposers to revise their Proposals. Upon receipt of the Proposal revisions and/or BAFOs, the process of evaluation will be repeated. The process will consider the revised information and re-evaluate and revise ratings as appropriate. Although this RFP allows for Proposal revisions and/or BAFOs, all efforts will be made to make a selection based on initial Proposals. If Discussions are held, UTA will attempt to limit the selection process to a single BAFO following Discussions. If a Proposal revision and/or BAFO is requested of a Proposer, and that Proposer opts to not submit a Proposal revision and/or BAFO, that Proposer's original Proposal or most recent Proposal revision, as appropriate, will be treated as its BAFO.

10. Best Value Determination

This is a Best Value procurement, in which selection of a Proposer is based on the combination of price and qualitative components set forth on the RFP Cover Sheet. Accordingly, UTA might not select the Proposal with the lowest price, or the Proposal with the highest qualitative/ technical rating. UTA will select the responsible Proposer whose Proposal is deemed to be the most advantageous to UTA.

11. Negotiations

After selection but prior to award of the Contract, UTA may, at its sole discretion, either conduct negotiations with the successful Proposer or UTA may choose to not conduct negotiations with the successful Proposer and award the Contract to the successful Proposer based on its written Proposal and any additional information received during Discussions and Proposal revisions and/or BAFOs, if conducted.

If UTA and the selected Proposer are unable to reach a meeting of the minds on the scope, contractual terms, and/or price of the Contract, then UTA may, in its sole discretion, negotiate with the next most advantageous Proposer or choose to terminate the procurement in its entirety.

Once negotiations have been terminated with any Proposer, the negotiations may not be reopened with that Proposer under any circumstances.

If UTA receives only one responsive Proposal, UTA reserves the right to negotiate all elements of the Proposal and the Contract with the sole responsive Proposer, including, but not limited to, profit.

12. Notice to Unsuccessful Proposers

Following execution of the Contract between UTA and the successful Proposer, UTA will inform unsuccessful Proposers of the number of Proposals received by UTA and the name of the successful Proposer. UTA will attempt to give this notice promptly after the Contract execution. However, UTA's

failure to give this notice will not be deemed to affect the validity of the Contract.

13. Debriefs

Upon request by an unsuccessful Proposer, UTA may, but is not required to, hold debriefs for the sole purpose of discussing, in a limited way, the strengths and weaknesses of an unsuccessful Proposal.

D. PROTESTS

Protests are governed by the Utah Procurement Code, Utah Code Ann. § 63G-6a-101 et seq. To be valid, a protest must be in writing and be filed with UTA within the time frames set forth in Utah Code Ann. § 63G-6a-1602. A protest will be deemed to be filed pursuant to these procedures when actually received by the designated recipient by hand delivery, by recognized overnight courier service or by certified or registered mail, addressed as follows:

Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101
Attn: Robert Biles, Procurement Officer
CONTAINS TIME-SENSITIVE PROTEST MATERIALS

All protests must include:

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

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

Chair, UTA Board of Trustees
c/o Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101
Attn: Board Coordinator
CONTAINS TIME-SENSITIVE PROTEST MATERIALS

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



Part 4 – Contract Terms

For purposes of this Part 4, the term “Contractor” means the person or entity that is entering into this Contract with UTA, notwithstanding that in other parts of this Contract, that same person or entity might be referred to as the “supplier”, “vendor”, “consultant”, or some other term.

1. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** Utah law governs this contract. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** The Contractor shall maintain all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor shall retain the those records for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor shall allow UTA, State, and Federal auditors, and UTA agency staff, access to all the records relating to this contract, for audit, inspection, and monitoring of services. Such access must be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** Contractor states 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 this contract.
5. **INDEPENDENT CONTRACTOR:** Contractor is an independent Contractor, and as such has no authorization, express or implied, to bind UTA to any agreements, settlements, liability or understanding whatsoever, and shall not perform any acts as agent for UTA, except as expressly set forth in this Contract. Compensation stated in this Contract is the total amount payable to the Contractor by UTA. The Contractor is responsible for the payment of all income tax and social security tax due as a result of payments received from UTA for these contract goods or services. Persons employed by UTA and acting under the direction of UTA will not be deemed to be employees or agents of the Contractor.
6. **STANDARD OF CARE.** Contractor shall perform any services to be provided under this 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 professionals.
7. **TERMINATION:**
 - a. **Termination for Convenience.** UTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. UTA shall pay Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to UTA. If the Contractor has any property in its possession belonging to the UTA, the Contractor shall account for the same, and dispose or deliver it in the manner the UTA directs.
 - b. **Termination for Default.** 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 UTA may terminate this contract for default. To terminate for default, UTA must serve a notice of termination on the Contractor describing the nature of the Contractor's default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by UTA 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, UTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure.** UTA may, in the case of a termination for default, allow the Contractor a period of time, to be determined by UTA, to cure the default (that period of time, the "Cure Period"). In such case, the notice of termination will state the time period in which cure is permitted and other conditions deemed appropriate by UTA.

If Contractor fails to remedy the default to UTA's satisfaction within the Cure Period, UTA may immediately terminate the Contract for default. Termination for default will not preclude UTA from also pursuing all available remedies against Contractor and its sureties for the default.

- 8. **SALES TAX EXEMPTION:** The goods or services purchased by UTA under this contract are exempt from sales and use tax.
- 9. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage remains with Contractor until final inspection and acceptance, when responsibility will pass to UTA, except as to latent defects, fraud, and Contractor's warranty obligations.
- 10. **INSPECTIONS:** Goods furnished under this contract will be subject to inspection and test by the UTA at times and places determined by the UTA. If UTA finds goods furnished to be incomplete or not in compliance with bid/proposal specifications, UTA may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. 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. Nothing in this paragraph will adversely affect UTA's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.
- 11. **INVOICING AND PAYMENT:** The Contractor will promptly submit invoices (within 30 days of delivery of goods or services) to UTA. The UTA contract number and/or purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract. The prices paid by UTA will be those prices listed in the contract. UTA may adjust or return any invoice reflecting incorrect pricing. Unless otherwise specified, payment terms are Net 30 days following receipt of invoice.
- 12. **WARRANTY:** The Contractor warrants all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to UTA under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that UTA has relied on the Contractor's skill or judgment to consider when it advised UTA about the product, (5) the product has been properly designed and manufactured, and (6) the product is 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 this contract.
- 13. **INDEMNIFICATION:** Contractor shall release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising

from the willful misconduct or the negligent acts or omissions of the Contractor, its employees, subcontractors or volunteers, except to the extent caused by the negligent acts or omissions of UTA.

14. **INSURANCE:** Contractor shall carry insurance with policy limits no less than two million per occurrence and four million in the aggregate. Contractor shall provide proof of insurance to UTA and must add UTA as an additional insured with notice of cancellation.
15. **PATENTS, COPYRIGHTS, ETC.:** Contractor will release, defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from the 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 this contract.
16. **ENVIRONMENTAL RESPONSIBILITY:** UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its activities, products, or services might affect UTA's ability to maintain the obligation of the EMS. A partial list of these activities, products or services is available at the UTA website www.rideuta.com. If UTA determines that the activities, products, or services under this Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents.

The Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.
17. **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 this contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.
18. **SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
19. **WRITTEN AMENDMENTS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto.
20. **ASSIGNMENT:** Contractor shall not assign, sell, or transfer any interest in this Contract without the express written consent of UTA.
21. **FORCE MAJEURE:** Neither party to this 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 this contract after determining such delay or default will reasonably prevent successful performance of the contract.
22. **WAIVER:** Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such be direct or implied, will not be a continuing waiver of or consent to any subsequent breach of this Contract.
23. **ENTIRE AGREEMENT:** The Contract of which these UTA Standard Contract Terms are a part, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of the Contract supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of this Contract prevail in any dispute between the terms of this Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of this Contract.



Part 4A – FTA Standard Contract Terms

For purposes of this Part 4A, the term "Contractor" means the person or entity that is entering into this Contract with UTA, notwithstanding that in other parts of this Contract, that same person or entity might be referred to as the "supplier", "vendor", "consultant", or some other term.

1. FLY AMERICA: If the Contract involves the transportation of persons or property, by air, between a place in the United States and a place outside the United States, or between places outside the United States, Contractor shall comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA: If the Contract is (i) for construction, or for the acquisition of iron, steel, or manufactured goods, or acquisition of rolling stock, and (ii) is, or might be, for an amount more than \$100,000, Contractor shall comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. Contractor shall include the requirements of this section in all subcontracts.

3. CARGO PREFERENCE: If the Contract involves any equipment, materials, or commodities that may be transported by ocean vessels, Contractor shall: (a) use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding clause to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to UTA (through the contractor in the case of a subcontractor's bill-of-lading); and (c) 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.

4. ENERGY CONSERVATION: Contractor shall 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.

5. CLEAN WATER: If this Contract is, or might be, for an amount more than \$100,000, Contractor shall 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. Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

6. LOBBYING: If this Contract is, or might be, for an amount more than \$100,000, Contractor certifies that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)).

7. ACCESS TO RECORDS AND REPORTS: Contractor shall provide UTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until UTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto

8. FEDERAL CHANGES: Contractor acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the Contract may be modified from time to time. Contractor acknowledges that the most recent of such Federal requirements will govern the Contract at any particular time, unless the Federal Government determines otherwise. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the Contract is executed and may apply to the Contract. Contractor shall at all times comply with all applicable Federal laws, regulations, policies, and related administrative practices, as they may be amended from time to time. Contractor's failure to so comply will constitute a material breach of this Contract.

9. CLEAN AIR: If this Contract is, or might be, for an amount more than \$100,000 in any year, Contractor shall at all comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor shall report each violation to UTA

and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

10. RECYCLED PRODUCTS: Contractor shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

11. NO GOVERNMENT OBLIGATION TO THIRD PARTIES: Contractor acknowledges 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 UTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

12. PROGRAM FRAUD; FALSE OR FRAUDULENT STATEMENTS: (a) 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 Contract. Upon execution of this 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 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.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) 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.

13. TERMINATION: See Part 4, paragraph 7.

14. DEBARMENT: If this Contract is for an amount equal to or greater than \$25,000, this Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

Upon execution of this Contract, Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Utah Transit Authority. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Utah Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract. Contractor shall include a provision requiring such compliance in its lower tier covered transactions.

15. PRIVACY ACT: If Contractor administers any system of records on behalf of the Federal Government under this Contract, the Contractor shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor shall obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Contract. Contractor shall include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

16. CIVIL RIGHTS: (a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract:

(1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor shall 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. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 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 shall comply with any implementing requirements FTA may issue.

(3) **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

(c) The Contractor shall include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

17. DISPUTES: See Part 4, paragraph 1.

18. DISADVANTAGED BUSINESS ENTERPRISE: (a) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. UTA's overall goal for DBE participation is 6.2%. If a separate contract goal has been established for this Contract, it is set forth on Attachment A-1 to this Contract.

(b) Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 UTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) Contractor shall report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) Contractor shall 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 from the UTA. In addition, Contractor shall return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the UTA and contractor's receipt of the partial retainage payment related to the subcontractor's work.

(e) Contractor shall promptly notify UTA, 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 UTA.

19. ADA ACCESS: The Contractor shall comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; 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 individuals with disabilities; 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 individuals with

disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

20. INCORPORATION OF FTA TERMS: The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. Department of Transportation ("DOT"), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests which would cause UTA to be in violation of the FTA terms and conditions.



Part 5 – Federal Clauses

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES: (1) The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. FALSE STATEMENTS OR CLAIMS, CIVIL AND CRIMINAL FRAUD: (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies 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. (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) 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.

3. ACCESS TO RECORDS: - The following access to records requirements apply to this Contract: The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

5. TERMINATION: (All Procurements greater than \$10,000.00):

a. Termination for Convenience (General Provision) The Utah Transit Authority (UTA) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA'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 UTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the UTA, the Contractor will account for the same, and dispose of it in the manner the UTA directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the UTA 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 only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the UTA 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 UTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The UTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 calendar days 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 UTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from UTA setting forth the nature of said breach or default, UTA 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 UTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that UTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by UTA shall not limit UTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The UTA, by written notice, may terminate this contract, in whole or in part, when it is in the UTA interest. If this contract is terminated, the UTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. 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 UTA may terminate this contract for default. The UTA 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 UTA.

g. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the UTA may terminate this contract for default. The UTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the UTA may take over the work and complete 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 UTA 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 UTA in completing the work.

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

6. CIVIL RIGHTS REQUIREMENTS: The following requirements apply to the underlying contract (Contracts greater than \$10,000.00):

(a) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(i) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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. Parts 60 et seq., (which implement Executive Order

No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 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.

(iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE): (a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 14.47 %. A separate contract goal has not been established for this procurement. (b) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 Utah Transit Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). (c) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. (d) Prompt Payment and Return of Retainage: 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 from the Utah Transit Authority. In addition, 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. (e) The contractor must promptly notify Utah Transit Authority, 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 Utah Transit Authority.

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT): (All Procurements greater than \$25,000.00):

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting the attached certification, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the Utah Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Utah Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. CARGO PREFERENCE REQUIREMENTS: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels. **Cargo Preference - Use of United States-Flag Vessels** - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of 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 the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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

which the Federal DOT has determined meets the requirements of the Fly America Act. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that UTAs and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

12. ENERGY CONSERVATION REQUIREMENTS: 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.

13. RECYCLED PRODUCTS:Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

14. ACCESS FOR INDIVIDUALS WITH DISABILITIES: The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; 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 individuals with disabilities; 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 individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and FTA Master Agreement MA(15).
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

15. SEAT BELT USE: In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient 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, rented, or personally operated vehicles, and to include this provision in any sub-agreements, leases, third party contracts, or other similar documents in connection with the Project.

16. TEXTING WHILE DRIVING AND DISTRACTED DRIVING: Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.



REQUEST FOR PROPOSALS

Part 6 – Forms

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Disadvantaged Business Enterprises (DBE)

REQUIRED BID DOCUMENTS;

CIVIL RIGHTS AND FTA MASTER AGREEMENT

CERTIFICATES AND ASSURANCES SECTION (Non Construction Projects)

INSTRUCTIONS FOR READER

The following section contains documents that are **REQUIRED** with the submittal of the bid / proposal. Failure to complete and submit these forms may result in rejection of the bid/proposal as non-responsive. Please read the following information carefully and complete the documents as it applies to your bid / proposal. This section is divided into the following areas:

Definition of Terms,

Disadvantaged Business Enterprise (DBE) Program,

Instructions to Bidders / Proposers,

Requirements, Terms and Conditions,

Instructions to Contractors,

Certifications and Assurances

- Equal Employment Opportunity and Disadvantaged Business Enterprise Statement
- Disadvantaged Business Enterprise Participation Form
- Example of Letter to Subcontract with DBE firm
- Good Faith Efforts documentation form
- Buy America
- Debarment, Suspension and other Ineligibility Voluntary Exclusion
- Lobbying
- Cargo Preference – Use of United States Flag Vessels
- Solicitation Statistics form

DEFINITION OF TERMS

- **Bidder / Proposer** – identifies an entity that is responding to a bid or proposal.
- **Disadvantaged Business Enterprise (DBE)** – firms that meet the criteria specified in 49 CFR Part 26 and are certified by the Utah Uniform Certification Program (UUCP). Utah Transit Authority's DBE webpage is located at <http://www.rideuta.com/utaInfo/businessOpportunities/dbe/default.aspx>.
- **Good Faith Efforts** means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
- **Race conscious DBE participation** includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that carries a DBE goal.
- **Race neutral DBE participation** Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE participation, providing assistance in overcoming limitations such as inability to obtain bonding or financing, providing technical assistance and other services. A race neutral contract DOES NOT mean the contract goal is 0%.
- **UTA** - Utah Transit Authority.
- **UUCP** – Utah Uniform Certification Program. The UUCP is the only certifying entity for the U.S. Department of Transportation Disadvantaged Business Enterprise (DBE) Program in the State of Utah. Current DBE

firms are found on the UUCP DBE directory, which is located at <http://www.rideuta.com/utalInfo/businessOpportunities/dbe/default.aspx>.

FEDERAL REGULATIONS TO IMPLEMENT THE DBE PROGRAM

Utah Transit Authority (Authority) shall not discriminate in the administration of its Disadvantaged Business Enterprise Program, or the requirements of 49 CFR Part 26. The Authority will take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department of Transportation (DOT) assisted contracts. The Authority's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement.

It is the responsibility of each Bidder / Proposer to read, understand and comply with the Authority's DBE program and 49 CFR Part 26. The Authority's DBE Liaison Officer is available to help answer questions concerning the Authority's DBE program.

Implementation of the DBE program is a legal obligation and failure to carry out its terms will be treated as a violation of this agreement. Failure by the Authority to carry out the Authority's approved program may result in DOT-imposed sanctions as provided for under Part 26 and may, in appropriate cases, result in enforcement actions under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.) Bidders/ Proposers agree to indemnify the Authority for any such sanctions received as a result of the actions and omissions of Contractor or its subcontractors.

The Authority has established an overall DBE goal of 6.2% for FY2015-2017.

INSTRUCTIONS TO BIDDERS/ PROPOSERS

Bidders/ Proposers are required to complete and return, Attachments A, A-1, A-2, A-3, and A-5 which obligates the Bidders/ Proposers to assert a good faith effort to attain the specified goal for DBE participation. A Bidder may satisfy the requirements of this section by having DBE status, by subcontracting portions of the work to DBEs, by entering into a joint venture with DBEs, or by submitting adequate documentation that a good faith effort to meet the goal was explored.

The attachments are defined as follows;

- **Attachment A – Affirmative Action and Disadvantaged Business Enterprise Statement**
 - o **Attachment A-1 – Disadvantaged Business Enterprise Participation Form (to be included in the sealed Price Proposal only)**
 - o **Attachment A-1(NP) – Disadvantaged Business Enterprise Participation Form (No Price) (to be included in the Technical Proposal)**
 - o **Attachment A-2 – Sample Letter of Intent to Subcontract with a DBE Firm (to be included in the sealed Price Proposal only)**
 - o **Attachment A-3 – Good Faith Effort Documentation form**
 - o **Attachment A-5 – Employment Practices / Equal Employment plan**
- **Attachment B - Buy America**
- **Attachment C - Debarment, Suspension and other Responsibility Matters**
- **Attachment D - Restrictions on Lobbying**
- **Attachment E - Cargo Preference – Use of United States Flag Vessels**
- **Attachment F - Solicitation Statistics form (Required statistical data)**

NOTE: The **Solicitation Statistics form** is a federal requirement (49 CFR 26.11) to collect statistical data of all bidders/proposers on federally assisted projects. This information is required with **ANY**

SUBCONTRACTOR that is apart of your bid to UTA. Return the form from each proposer **with your bid package**.

Attachment A-3 – Good Faith Effort Documentation Form is not required when a bidder / proposer certifies that there exists no opportunity for subcontracting, when a DBE is the prime contractor or when the procurement is race neutral.

DBE CONTRACT GOAL

As required by 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs", the Authority will annually adopt an overall DBE goal for goods and services procured under the Authority's federally-assisted contracts. While the expected percentage of DBE participation may vary from contract to contract, the Authority sets a goal that it believes the overall goal to be realistically obtainable over the year.

The Contract DBE GOAL for Race Neutral – %.

The amount of DBE participation will be determined by the dollar value of the work subcontracted to DBEs as compared to the total value of all work performed under this contract, and/or, by the percentage of the net profit which the parties agree will be shared by DBEs where a joint venture is entered into for the completion of the project.

COUNTING DBE PARTICIPATION TOWARD GOALS

When a DBE participates in a contract, the Authority will count only the value of the work actually performed by the DBE toward DBE goals. This information is documented on **ATTACHMENT A-1, DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM**. The Authority will include in this count the following:

1. The entire amount of that portion of a construction contract that is performed by the DBEs own forces. The cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate) is included in this amount.
2. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract provided the Authority determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work, only if the DBEs subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a joint venture, the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces, is counted toward DBE goals.
5. Expenditures to a DBE contractor is counted toward DBE goals, only if the DBE is performing a commercially useful function on that contract.

A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the DBE Liaison Officer will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the DBE Liaison Officer will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Authority will presume that it is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided in this section, the DBE may present evidence to rebut this presumption. The Authority may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

REQUIREMENTS, TERMS, AND CONDITIONS

A Disadvantaged Business Enterprise is a firm that has been certified by the Utah Uniform Certification Program (UUCP) to meet the criteria in 49 CFR Part 26. Only firms certified by the UUCP can receive DBE credit on federally assisted projects in the State of Utah. Firms must be certified as a DBE prior to the contract award for UTA to receive credit for a DBE firm's participation on a contract.

1. Bidders/ Proposers who fail or refuse to complete and return the applicable certifications to this RFP shall be deemed non-responsive and will not be awarded a contract.
2. Where bidders/proposers intend to attain their goal for DBE participation by subcontracting or use of a joint venture, they must **complete and submit** the following certifications as applicable. **Attachments A, A-1, A-2, A-3, and A-5** with your bid.
3. All Bidders/ Proposers are required to submit written assurance of meeting contract goals in their bids/proposals and will submit: (1) names of DBE subcontractors; (2) a description of the work they are to perform; and (3) the dollar value of each proposed DBE subcontract. In order to be a responsive Bidder / Proposer, a Bidder/ Proposer must meet the specified DBE contract goal or demonstrate sufficient good faith efforts to do so. Meeting the contract goal or making sufficient good faith efforts to do so is no less than meeting technical specifications or complying with bid or proposal procedures, is a necessary condition of responsiveness.
4. The Bidder / Proposer expressed goal stated in the **ATTACHMENT A-1 – DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM**, shall express the commitment on part of Bidder/Proposer to the percentage of DBE utilization during the term of the contract.

5. The commitment of the Bidder/Proposer to a specific goal is to meet DBE objectives and is not intended to be used and shall not be used, to discriminate against any qualified company or group of companies.
6. The Bidders/ Proposers must actively and aggressively seek to meet the specific contract goal for the project or the overall goal if an individual contract goal has not been set. In determining whether a Bidder/ Proposer has made good faith efforts to ensure DBE participation if awarded the contract, the Authority may consider, and the Bidder/ Proposer must be able to provide, evidence regarding the good faith efforts. This information is provided on **ATTACHMENT A-3, GOOD FAITH EFFORT DOCUMENTATION FORM.**

The Authority will award a contract only to a Bidder / Proposer who makes good faith efforts to meet the established goal. A Bidder / Proposer has made good faith efforts if the Bidder / Proposer does either of the following:

- Documents that it has obtained enough DBE participation to meet the goal; or
- Documents that it has made adequate good faith efforts to meet the goal, including assurances that the Bidder/ Proposer has done the following:
 - (1) Attended any pre-solicitation or pre-bid meetings that were scheduled by the Authority to inform DBEs of contracting and subcontracting opportunities;
 - (2) Advertised information concerning the subcontracting opportunities in general circulation, trade association, and minority-focused media;
 - (3) Provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
 - (4) Followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
 - (5) Selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
 - (6) Provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
 - (7) Negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
 - (8) Assisted interested DBEs in obtaining bonding, lines of credit, or insurance required by the Authority or the Bidders/ Proposers, and;
 - (9) Used the services of available minority community organizations; minority contractor's groups; local, state, and Federal minority business assistance offices and other organizations that provide assistance in the recruitment and placement of DBEs.

For further guidance and additional steps to take concerning good faith efforts, see 49 CFR Part 26. A copy is included in the Authority's DBE Plan. The Authority's DBE Plan is available from the Authority upon request.

If the Authority determines that the apparent successful Bidder/ Proposer has failed to meet the foregoing requirements, before awarding the contract the Authority will provide the Bidder/ Proposer an opportunity for administrative reconsideration. As part of this reconsideration, the Bidder/ Proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Authority's decision on reconsideration will be made by a DBE Administrative Hearing Officer. The Bidders/

Proposers will be given the opportunity to meet in person with the Authority's reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Authority will send the Bidders/ Proposers a written decision on reconsideration, explaining the basis for finding that the Bidders/ Proposers did or did not meet the goal or make adequate good faith efforts to do so. The result of this reconsideration process is not administratively appealable to DOT.

TO ALL CONTRACTORS

1. Termination of DBE Subcontractors. No contractor may terminate for convenience a DBE subcontractor listed in response to this request (or an approved substitute DBE firm) and then perform the work of the terminated subcontractor with its own forces or those of an affiliate, without the Authority's prior written consent.

When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts must be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal the Authority established for the procurement.

The Authority reserves the right to order completion of the work (that was subcontracted to a DBE who is unable to perform successfully), by any of the following three methods:

- b. Modify or renegotiate the contract to compensate for reasonable extra costs or time necessary to obtain a DBE replacement.
- c. Modify or renegotiate the contract to provide for the completion of the work by the prime contractor.
- d. Order the work completed by the prime contractor to be reimbursed as provided for in subsection 109-5, Extra and Force Account Work of the Standard Specifications.

Termination of a DBE subcontractor in contravention of these requirements will be a material breach of the contract and will result in forfeiture by the Contractor of the contract amounts that should have been accomplished by DBE participation.

This section will also apply to DBE Bidder / Proposer for prime contracts. In determining whether a DBE Bidder / Proposer for a prime contract has met the established contract goal, the Authority will count the work the DBE has committed to perform with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

2. Prompt payment mechanisms as an inducement for DBE participation. The Contractor will pay all subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment the Authority makes to Contractor.
3. Contractor will return retainage payments to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed, unless Contractor has received its retention proceeds from the Authority, then the preceding paragraph will apply. The prime contractor can not withhold retainage past 30 days. This clause applies to both DBE and non DBE subcontracts.
4. Upon notification to the Authority that appropriate payments have not been made by Contractor to its subcontractors, the Authority will give written notice to Contractor that it has breached the contract. If Contractor fails to immediately correct the breach, the Authority may elect to withhold from future payments due Contractor monies sufficient to pay the outstanding amounts due

subcontractors. Contractor will be responsible to pay interest at the statutory rate on the amounts it owes subcontractors for amounts not paid when originally due. Repeated or continued failure by Contractor to make appropriate payments to subcontractors will be a material breach of the contract and may result in termination of the contract and denial of future opportunities to bid on the Authority's projects.

5. The Contractor will maintain those records and documents for three (3) years following performance of the contract which indicate compliance with these DBE requirements. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representative of the Authority and will be submitted to the Authority upon request; together with any other compliance information which such representative may require.
6. Monitoring. The Authority's DBE Liaison Officer will monitor the work committed to DBEs under this contract to determine what work is actually performed by the DBEs. Contractor will provide all information requested by the DBE Liaison Officer to enable the Authority to keep a running tally of DBE attainments (e.g., payments actually made to DBE firms). The Authority will give credit for DBE participation toward overall or contract goals only when payments are actually made to DBE firms.
7. DBE Financial Institutions. The Authority continues to seek services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its geographic area. To date, no such financial institutions exist in the State of Utah. The Authority will encourage prime contractors to use such institutions as they are identified.

A hard copy of the directory is available upon request to the UTA DBE Liaison Officer, located in the Authority's Civil Rights Office.

ATTACHMENT A

EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Proposer _____.

A. The Bidder / Proposer has given or will give, prior to the commencement of an approved UTA project, notice to all pertinent personnel, i.e., managers, supervisors, employees, unions, subcontractors, etc. of the Bidder / Proposer EEO and DBE policies and procedures and its intent and effort to realize such procedures in connection with the EEO and DBE requirements that UTA is required to follow as a Federal Transit Administration Grantee.

B. Bidder / Proposer designates --

Name _____

Title _____

As the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/Proposers and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Proposer will cooperate fully with UTA and ensure equal employment opportunity to the maximum extent possible during the term of this contract. Attachment A-5 must be completed and submitted. If the Bidder / Proposer employs 50 or more persons and, or will be entering into a contract hereunder in an amount of \$50,000 or more, then an EEO Plan for employment of minorities and women must be submitted. UTA will further be kept fully informed of any refusals by unions or others to cooperate with UTA's and the Bidder / Proposer EEO and DBE requirements.

D. Bidder / Proposer agrees to make every reasonable good faith effort to utilize DBE's in the performance of this contract. Bidder / Proposer will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: _____

Address: _____

Signed: _____

Title: _____

Phone Number: _____

ATTACHMENT A-1

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL: _____

The Bidder / Proposer must check the appropriate box, provide the information requested, and sign this form certifying to the accuracy of the information provided, and submit this form with its bid. Failure to complete and submit this form may result in rejection of the bid/proposal as non-responsive. Race neutral procurements do not require good faith effort documentation.

Bidder / Proposer will meet or exceed the DBE goal for this contract. If awarded this contract, Bidder / Proposer will subcontract with the DBEs listed below, which will be performing a total of _____ percent (_____%) of the total dollar amount of the contract work. The information below should be treated as confidential information. **THIS ATTACHMENT MUST BE SUBMITTED IN THE SEALED PRICE PROPOSAL.**

Bidders/Proposers shall submit and attach evidence with this form that the DBEs being submitted for work on this project are presently certified by the Utah Uniform Certification Program (UUCP).

<u>DBE Name & Address</u>	<u>Description of Work</u>	<u>\$ Amount of Participation</u>	<u>% of Total Price</u>
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %

(Attach additional sheets if necessary)

Bidder / Proposer **does not** meet the DBE goal for this contract. **Bidder / Proposer certifies that it has made good faith efforts** in accordance with the bid/proposal instructions to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form (Attachment A-3) is attached to this DBE Participation Form. **Please list above ANY DBE participation your firm has committed to.**

Bidder / Proposer **does not** meet the DBE goal for this contract. **Bidder / Proposer certifies that there exists no opportunity for subcontracting as part of this project.** It is the general practice of Bidder / Proposer's firm to perform all work of this nature solely with its own work force and to do otherwise would constitute a violation of industry standards. Attachment A-3, Good Faith Effort Documentation Form, is not required under this selection.

Date: _____

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

ATTACHMENT A-3

GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Proposer meets or does not meet the DBE goal, the Bidder / Proposer must submit this form with its DBE Participation Form (Attachment A-1). In the case of a race neutral project, the Bidder / Proposer is not required to submit their good faith efforts documentation. The Bidder / Proposer must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/proposal and requested additional documentation may render the bid/proposal non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Proposer provide additional substantiation of good faith efforts.

Firm Name	Contact Person	Area of Expertise	Date	Response
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

By submitting and signing this form, including any continuation form(s), the Bidder / Proposer certifies that it has contacted the identified DBE firms in good faith (per 49 CFR 26 Appendix A or see DBE Requirements, Terms and Conditions) to discuss contracting opportunities.

Date: _____
Signature: _____
Printed Name: _____
Title: _____

ATTACHMENT A-5

EMPLOYMENT PRACTICES / EEO PLAN

A) Contractors that have less than 50 employees or have a contract for less than \$50,000 yet more than \$10,000 are responsible to complete the following information outlining their employment goals on this UTA project.

Prepared By: _____
(Print name & title)

Solicitation No. _____

Name of Project _____

Location of Workforce _____

Prime Contractor _____

In keeping with UTA policy of nondiscrimination in employment practices, the _____ (Name of Company) has set as a project goal for the utilization of minorities, which is _____ %. Minority goals are formulated in terms of craft work hours performed in a specific Standard Metropolitan Statistical Area (SMSA). (Name of Company) has set as a project goal for the utilization of females, which is 6.9%. The _____ (Company name), by its _____ (Title of Company Representative) assures to the UTA that good faith efforts will be used to achieve said goals. The good faith efforts proposed are described in the attached narrative.

B) Requirements Concerning The Submission Of An EEO Plan (For all construction and non-construction contractors)

If the contractor has 50 or more employees **and** a contract of \$50,000 or more is contemplated, an EEO Plan should be submitted **in lieu** of this form per the specifications noted in the instruction to offerors.

Signature and Title of Company Official (Contractor)

ATTACHMENT B

Solicitation No. _____

Exhibit ____

UTAH TRANSIT AUTHORITY
BUY AMERICA CERTIFICATE
(Federally-assisted Contract)

SECTION (1); Certify only for IRON, STEEL or MANUFACTURED PRODUCTS: *(Mark One)*

- **CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661;

--OR--

- **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *cannot comply with* the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (2); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT: *(Mark one)*

- **CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *will comply with* the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661.11;

--OR--

- **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *cannot comply with* the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

SECTION (3); OFFEROR'S SIGNATURE: *(Sign, date and enter your title and the name of your company)*

Signature

Date

Title

Name of Company/Offeror

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS
FINANCED IN PART BY THE U.S. GOVERNMENT

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

.....

Signature of the Bidder or Proposer Authorized Official

Name and Title of the Bidder or Proposer Authorized Official

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. **By signing and submitting this bid or proposal, the prospective contractor is providing the signed certification set out below:**

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

- (1) The prospective contractor certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective contractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.
3. The prospective contractor shall provide immediate written notice to UTA if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact UTA for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UTA.
6. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.

ATTACHMENT D
CERTIFICATION
OF
RESTRICTIONS ON LOBBYING

I, _____, hereby certifies
(Name and Title of Company Official)

on behalf of _____ that:
(Name of Company)

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

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

Executed this _____ day of _____, 20__.

By _____
(Signature of Authorized Official)

(Title of Authorized Official)

ATTACHMENT E

CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Contractor shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

AS REQUIRED BY 46 C.F.R. PART 381, THE CONTRACTOR AGREES --

(1) TO UTILIZE PRIVATELY OWNED UNITED STATES-FLAG COMMERCIAL VESSELS TO SHIP AT LEAST 50 PERCENT OF THE GROSS TONNAGE (COMPUTED SEPARATELY FOR DRY BULK CARRIERS, DRY CARGO LINERS, AND TANKERS) INVOLVED, WHENEVER SHIPPING ANY EQUIPMENT, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT ORIGINATING OUTSIDE THE UNITED STATES, A LEGIBLE COPY OF A RATED, "ON-BOARD" COMMERCIAL OCEAN BILL-OF-LADING IN ENGLISH FOR EACH SHIPMENT OF CARGO DESCRIBED IN PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONTRACTOR IN THE CASE OF SUBCONTRACTOR BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

Date _____
Signature _____
Title _____

ATTACHMENT F

SOLICITATION STATISTICS

Dear Subcontractor:

The Utah Transit Authority maintains bidding statistics, regarding **ALL** firms bidding on prime contracts and **subcontracts** on DOT-assisted projects in accordance to the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONTRACTORS**. Return the form from each proposer **with your bid package**, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: _____

Firm Address: _____

Status: Non-DBE ___ DBE ___

Company's Type of Work: _____

Month/Year firm started: _____

Company Owner(s) Ethnic Background (optional)		
<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000	_____	\$500,000 - \$1,000,000	_____
\$1 Million - \$5 Million	_____	\$5 Million - \$10 Million	_____
\$10 Million - \$16.7 Million	_____	Above \$16.7 Million	_____

Name of Solicitation: _____

ATTACHMENT A-1 (NP)

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM (NO PRICE)

DBE PROJECT GOAL: ___%

The Proposer must check the appropriate box, provide the information requested, sign this form certifying to the accuracy of the information provided, and submit this form with its Proposal. Failure to complete and submit this form may result in rejection of the Proposal as non-responsive. **THIS ATTACHMENT MUST BE SUBMITTED WITH THE TECHNICAL PROPOSAL.**

Proposer shall meet or exceed the DBE goal for this contract. If awarded this DB Contract, Proposer will subcontract with the DBEs listed below, which will be performing a total of _____ percent (____%) of the total contract price.

Proposer shall submit and attach evidence with this form that the DBEs being submitted for work on this Project are presently certified by the Utah Uniform Certification Program (UUCP).

<u>DBE Name & Address</u>	<u>Description of Work</u>	<u>% of Total Price</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

(Attach additional sheets if necessary)

Proposer ***does not*** meet the DBE goal for this contract. **Proposer certifies that it has made good faith efforts** in accordance with the RFP to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. **The Good Faith Efforts Documentation Form (Attachment A-3) is attached to this DBE Participation Form.**

Proposer ***does not*** meet the DBE goal for this contract. **Proposer certifies that there exists no opportunity for subcontracting as part of this Project.** It is the general practice of Proposers firm to perform all work of this nature solely with its own work force and to do otherwise would constitute a violation of industry standards. Attachment A-3, Good Faith Effort Documentation Form, is not required under this selection.

Date: _____

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

The following pages consist of forms to be used in conjunction with this RFP.

Payment Terms	Enter Prompt Payment Discount Terms
Price Proposal / Bid Schedule	Proposers should fill out the Price Proposal form and submit with their Proposal.
Declarations, Offer, and Acceptance	Proposers should fill out and sign the Declarations, Offer, and Acceptance form, and submit with their Proposal.

PAYMENT TERMS

UTA shall pay the Contractor, upon submission of proper invoices, the prices stipulated in this contract for services rendered and accepted, less any deductions provided in this contract. Partial payment may be made on portions of the contract that are completed, fully functional and accepted by UTA as approved by the Manager of Purchasing and Materials. Unless otherwise specified herein, final acceptance will be with the specified UTA Program Manager. The Utah Transit Authority (UTA) is funded by both Local and Federal funds. Therefore, UTA is unable to allow advance or down payments.

Materials and/services must be received and accepted prior to payment. Payment Terms are Net 30 days after receipt and verification of invoices submitted by Contractor unless otherwise stated below. Discounts will be calculated from the date of final receipt and acceptance of the materials or services, invoiced for, or, date of receipt of the original and correct invoice, whichever is later.

PROMPT PAYMENT DISCOUNT	_____ % _____ DAYS (OR) _____
------------------------------------	--------------------------------------

PROPOSAL DECLARATIONS

A. PROPOSAL DECLARATIONS

This Proposal is submitted upon the following declarations:

1. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with this Proposal.
2. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have given, offered, or promised to give any compensation, gratuity, contribution, loan or reward to any person administering, conducting, or making decisions regarding this procurement process.
3. I certify that the named Proposer has registered and is participating in the Status Verification System in accordance with Utah Code Ann. § 63G-12-302 (see Part 3 (B) for more information).
4. I acknowledge receipt of the following addenda to this RFP:

Addendum No.____ Date_____

Addendum No.____ Date_____

Addendum No.____ Date_____

Addendum No.____ Date_____

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

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

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



ATTACHMENT 1

**BID SCHEDULE
TBD**

Offerors shall indicate unit pricing for each vehicle seat configuration. All shipping and handling fees and any other applicable fees shall be included with the price of the equipment. Offerors shall submit data/spec sheets with their offer for the exact vehicles and seats being offered. Pricing shall include all standard equipment associated with the vehicle style/stock number and the standard factory warranty. UTA will register and license all vehicles.

UTA is authorized Utah State Contract pricing as a Political Subdivision. Dealers offering pricing under a Utah State Contract must indicate such on the Bid Schedule and indicate the applicable State Contract with their pricing.

ITEM	QTY*	YEAR / MAKE / MODEL OFFERED	UNIT AMOUNT	TOTAL	DELIVERY DAYS ARO**
7-8 PASSENGER VANS PER THE ATTACHED SPECIFICATION	30				
YEAR 2019					
7-8 PASSENGER VANS PER THE ATTACHED SPECIFICATION	30				
YEAR 2020					
7-8 PASSENGER VANS PER THE ATTACHED SPECIFICATION	30				

Bidders Name _____

UTA will initially purchase a minimum of 15 vans upon award of a contract. UTA may purchase up to an additional 75 vans through 31 December 2020 (total not to exceed 90 vans); multiple orders may be used to purchase additional vehicles in varying quantities as needed. UTA cannot guarantee the purchase of more than the initial 15 vans.

SPECIFICATIONS: Specifications are the desired minimum requirements of UTA.

The vans supplied shall conform to standard design and décor of a final stage manufacturer with experience in supplying vans intended for use in commuter vanpool programs.

Utah Transit Authority (“UTA”) has determined that the following passenger van can be converted or modified and equipped for highly acceptable performance in the intended application:

7-8 passenger mini-van, V-6 FWD

The van supplied shall conform to all applicable Federal Motor Vehicle Safety Standards (“FMVSS”), Environmental Protection Agency (“EPA”), and to all other industry standards in effect at the time of delivery. Each component of the van bid shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit. The dimensions, capacities, weights, and gauges stated in the written specifications are to be considered nominal unless otherwise stated as minimum, maximum, or exactly for specific strength, fit or purpose.

The equipment supplied shall be based on a standard model or customized as necessary to meet the requirements of the specification. All workmanship and materials shall be of good quality and design.

Warranty repairs must be performed at an UTA approved repair center in the Salt Lake City area.

These requirements are not meant to be restrictive in any way, but are intended to assure that all proposals submitted for consideration will be of equal or greater design and capacity. The units must meet or exceed the following minimum specifications:

Vehicle Specifications	
Vehicle Description	7-8 passenger mini-van, V-6 FWD.
Payload	Manufacturer's standard for a 7-8 passenger van.
GVWR	Minimum 4375 lbs.
Wheel Base	Minimum 119.3” wheel base.
Engine	Minimum 3.5 liter gasoline, V-6 w/ electronic fuel injection, minimum 296 hp. at maximum 6600 RPM, minimum 263 lbs.-ft. torque at maximum 4700 RPM.
Transmission	Minimum 6 speed automatic transmission.
Brakes	Power-assisted ventilated front and rear disc brakes with Star Safety System.
Fuel Tank	20 gallon w/tether fuel cap.
Fuel Economy	Estimated City/Highway minimum, 19/27 mpg.
Shocks	Front suspension with gas-filled shock absorbers and stabilizer bar; twist-beam rear suspension with coil springs, gas-filled shock absorbers and stabilizer bar.
Steering	Electronic power steering w/tilt-steering wheel and speed control.
Windows	Factory tint windshield, front side windows. Power windows with auto up/down, jam protection in all positions and manual rear quarter windows.
Windshield Wipers	Washer-linked variable intermittent windshield wipers and integrated concealed intermittent rear wiper.
Doors	Dual sliding passenger doors. Power door locks with shift-activated locking feature and anti-lockout feature.
Keys	Five remote keyless entry system with lock, two-stage unlock and panic functions.
Climate Control	Three-zone automatic climate control with air filter, individual temperature settings for driver, front passenger and rear-seat passengers, and separate rear digital control panel.

Tires	Five identical steel belted radial, minimum 17-inch with P235/60R17 tires. One of the five tires shall be the spare.
Wheels	5-spoke alloy wheels.
Mirrors	Exterior power mirrors with integrated blind spot mirrors.
Driver Information Center	Speedometer, tachometer, coolant temperature, fuel level, fuel economy, battery level and tire pressure monitor system.
Paint	To be determined by UTA.
Stereo	AM/FM stereo/clock/CD.
Interior Lighting	Overhead passenger reading lights with switches for individuals at all seat locations behind the driver.
Exterior Lighting	Projector-beam halogen headlights with auto on/off feature and daytime running lights.
Interior Flooring	Front OEM carpet plus full length passenger compartment padded carpet with rubber floor mats.
Safety Items	All safety items must be secured from movement. Exact locations to be determined later. 2 ½ lb. fire extinguisher. Ten unit first aid kit. Triangle kit (3 triangles per vehicle).
Tire Jack	The tire jack must be secured from movement.
Seats	7-passenger seating with removable fabric-trimmed second-row captain's chairs and tip-up and long-slide feature. 8-passenger seating with removable easy-clean fabric-trimmed 40/20/40 second-row seat, tip-up and long-slide feature.
Seat Belts	3-point seatbelts for all seating positions; driver-side Emergency Locking Retractor (ELR) and Automatic/Emergency Locking Retractors (ALR/ELR) on all passenger seatbelts.
Airbags	Driver and front passenger airbags. Driver and front passenger seat-mounted side airbags, driver knee airbag, front passenger seat-cushion airbag and all-row side curtain airbags.
Backup Camera	Integrated backup camera.
Registration	Licensed and registered upon delivery. Unit numbers to be provided by UTA prior to delivery.
Minimum Warranty	Basic Years: 3 Basic Miles: 36,000 Drive train Years: 5 Drive train Miles: 60,000 Corrosion Years (Rust-Through): 5 Corrosion Miles (Rust-Through): unlimited Emissions Years (Gas Engine): 3 Emissions Miles (Gas Engine): 36,000 Accessories Years: 3 Accessories Miles: 36,000

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING EXECUTION OF CONTRACT WITH
MOTIVEPOWER, INC.**

R2018-08-02

August 22, 2018

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

WHEREAS, the Authority's Board of Trustees ("Board") passed Resolution R2018-05-09 on May 23, 2018 Granting Contract and Expenditure Authority ("Resolution"); and

WHEREAS, the Resolution requires the Board to approve contracts with a value of \$1,000,000 after review and recommendation for approval from the appropriate Board committee; and

WHEREAS, the contract with MotivePower, Inc., attached as Exhibit A, for the offsite overhaul of FrontRunner locomotive engines has a value of \$9,797,900 and has been reviewed and recommended for approval by the Board's Finance and Audit Committee; and

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

1. That the Board hereby approves the contract with MotivePower, Inc. for the offsite overhaul of FrontRunner locomotive engines as set forth in Exhibit A.
2. The Board authorizes the Executive Director and his designee(s) to execute the contract in substantially the same form as the exhibit to this Resolution.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the contract with MotivePower.
4. That the corporate seal be attached hereto.

Approved and adopted this 22nd day of August 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 22nd day of August, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 8/8/2018

Agenda Item #

Action Requested: Motion to forward the contract to the Board for approval

Criteria: Contract is > \$1,000,000

Contract #: 17-2455JH

Contract Title: Locomotive Engine Overhaul

Project Manager: Kyle Stockley

Contract Administrator: Jolene Higgins

Impacted Areas: Commuter Rail Division

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: Motive Power

Sole-Source Reason: N/A

Total Contract Value \$ 9,797,900

Contract start date: 9/1/2018

Contract end date: 9/1/2024

Number of responding firms: 4

Next Lowest Bidder: \$ 10,805,320

Detailed Description & Purpose:

UTA currently operates (18) MP36PH-3C locomotives on its FrontRunner commuter rail system. This is a contract to rebuild all (18) locomotive engines. Contractor to provide all labor and materials necessary to rebuild the Electro-Motive Diesel (EMD) model 16-645F3B prime mover engines on these locomotives and install emission kit components as required to comply with EPA Tier 1+ emissions certification. Subject to the availability of funding in future fiscal years, UTA anticipates that all 18 locomotive engines will be remanufactured under the contract. Approximately (2) locomotive engines shall be initially remanufactured as a base order quantity during the 2018 budget year. The remainder of the locomotive engines shall, at the option and election of UTA, be scheduled in increments of 2 – 4 locomotive engines per year until completed.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

Attachments: Contract routing sheet attached? Yes

Other attachments? (list)



CONTRACT ROUTING SHEET

Agenda Item No.: _____
 Board Review Date: 8/22/2018

CONTRACT SECTION

- 1) Contract/P.O. No. 17-2455JH (Assigned by Purchasing) Contract Administrator: Jolene Higgins
 Project Manager: Kyle Stockley
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Option G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification)
 RFP (Best-value) Sole source Other: _____
- 4) Contract Title Locomotive Engine Overhaul
- 5) Description / Purpose (of contract or project) Rebuild 18 locomotive Engines
- 6) Contractor Name MotivePower
- 7) Effective Dates Beginning: 09/01/18 Ending: 09/01/24
- 8) Option to renew? Yes No Renewal terms _____

FINANCIAL SECTION

- 9) Total Board Approval Amount: \$9,797,900
- 9a) Current Contract Value: \$9,797,900
- 9b) Amendment Amount: _____
- 9d) New Contract Value (including all amendments) _____
- 9e) Is the amount an estimate? Yes No
 (Estimate if per transaction cost)

9f) If estimated, how was the estimate calculated? _____

- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code 40-7353.68912 Capital Project Code SGR35318
- 12) Budgeted? Yes No Budget amount: \$10,000,000
- 13) Will this contract require support from another department? Yes No
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? Yes No

SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<input type="text"/>	<u>Bart Simmons</u>
Accounting Reviewed	<input checked="" type="checkbox"/> Yes	<input type="text"/>	<u>Bryan Steele</u>

- 16) Approval Signatures
- | | Route to? | Initials | |
|--|---|----------------------|----------------------|
| Up to \$10K Manager/Program Manager | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="text"/> | <u>Kyle Stockley</u> |
| Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="text"/> | <u>Paul Edwards</u> |
| Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only) | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="text"/> | <u>Print Name</u> |
| Over \$100K Executive Director | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="text"/> | <u>Steve Meyer</u> |
| Over \$200K Board Approval | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="text"/> | <u>Approval Date</u> |

If Yes, route to the Sr. Supply Chain Manager for board meeting agenda and approval

ENGINE REBUILD SERVICES AGREEMENT

This Engine Rebuild Services Agreement (“Contract”) is entered into and made effective as of the ___ day of August 2018 (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and MOTIVEPOWER, INC., a company incorporated under the laws of the State of Delaware (“Contractor”).

RECITALS

- A. UTA desires to hire a contractor to rebuild up to 18 Electro-Motive Diesel Model 16-645F3B prime mover engines, such services to include all necessary engineering, labor, materials, equipment, facilities, transportation, software and other elements incidental to the work described in the Scope of Services.
- B. On December 19, 2017, UTA issued Request for Proposal Package Number 17-2455JH (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.
- C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to award a contract to perform the Work.
- D. Contractor is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

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

ARTICLE 1.0
Definitions

As used throughout this Contract, the following terms shall have the meanings set forth below:

- 1.1 The term “Change Order” shall mean a written modification to this Contract (the form of which shall be prescribed by UTA) pursuant to which the parties shall mutually agree upon and effect any additions, deletions, or variations in the Work (as such Work is initially defined by this Contract). The scope of modifications may include, without limitation, changes in the: (i) consideration paid to Contractor, (ii) deliverables required to be furnished by Contractor; (iii) method, manner or scope of the Work; or (iv) required performance completion milestones or other Contract schedule requirements.
- 1.2 The term “Claims” shall have the meaning set forth in Section 16.1 of this Contract.
- 1.3 The term “Contractor’s Project Manager” shall mean William Joy, or his/her successor as appointed or designated in writing by Contractor.
- 1.4 The term “Contractor’s Proposal” shall mean MotivePower, Inc.’s Proposal dated January 31, 2018.

- 1.5 The term “Contract” shall mean this Engine Rebuild Services Agreement (inclusive of amendments and Change Orders hereto), together with all attached exhibits, all documents incorporated by reference pursuant to Article 26 hereof, and all drawings, reports, studies, industry standards, legal requirements and other items referenced in the foregoing documents.
- 1.6 The term “Indemnitees” shall mean the UTA parties set forth in Section 16.1 of this Contract.
- 1.7 The term “Scope of Services” shall mean the services described in or reasonably implied by this Contract including (and all Contract requirements associated with such services).
- 1.8 The term “UTA’s Project Manager” shall mean Kyle Stockley, or his/her successor as appointed or designated in writing by UTA.
- 1.9 The term “Work” shall mean any activities undertaken or required to be undertaken by Contractor in conjunction with the Scope of Services or Contract.

ARTICLE 2.0
Description of Services

- 2.1 Contractor shall perform all Work as set forth in the Scope of Services, as clarified by the proposal negotiation exhibits as identified in Exhibit B. Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.
- 2.2 Contractor shall perform all Work under this Contract in a good and workmanlike manner and in accordance with all applicable standards in the commuter rail transit industry. All labor and materials shall be free of defects in design, materials or workmanship.
- 2.3 Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation: (i) any applicable regulations promulgated by the Federal Railroad Administration; and (ii) any federal, state or local laws, regulations, rules and ordinances related to safety and environmental protection.
- 2.4 Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.
- 2.5 When performing Work on UTA property (if applicable), Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

ARTICLE 3.0
Day-to-Day Management of the Work

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

ARTICLE 4.0
Progress of the Work

- 4.1 Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- 4.2 Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- 4.3 Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- 4.4 Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- 4.5 UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- 4.6 During the performance of Work, UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

As a condition to acceptance of the pilot unit, Contractor is required to provide an emissions test report demonstrating that such pilot unit, when installed, does not emit at levels in excess of the maximum emissions levels identified in Exhibit C. Should the emissions report indicate any emissions that exceed the levels identified in Exhibit C, then the Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly make necessary engine adjustments such that the installed engine emits to the levels set forth in Exhibit C. Receipt of a conforming emissions test report is a prerequisite to acceptance of the pilot engine. The configuration of subsequent engines shall reflect the pilot unit unless otherwise approved by UTA.

Contractor shall have no further obligations to demonstrate that the locomotive engine emits to levels that exceed the Tier 1+ Certification requirement.

- 4.7 At any time for a period of two (2) years following the final completion of the Work and acceptance thereof by UTA, Contractor shall at its own expense promptly re-perform, replace or re-execute the Work so as to address defective materials/ workmanship or Contractor's failure to comply with Contract requirements. The two-year warranty shall be calculated on an engine-by-engine basis, beginning upon the earlier of: (i) UTA's installation of the engine into a locomotive; or (ii) 30 days after delivery of the engine to the UTA's facility. The requirements of this Section are in addition to any other requirements set for the Scope of Services or other provisions of the Contract.

CONTRACTOR'S WARRANTY IS STRICTLY LIMITED TO THE REPERFORMANCE OF ANY DEFECTIVE SERVICES FURNISHED UNDER THIS CONTRACT INCLUDING, AS APPLICABLE, PROVIDING A REPLACEMENT PRODUCT OR PART SUPPLIED IN CONJUNCTION WITH THE SERVICES CONTEMPLATED HEREUNDER AND ALSO INCLUDING ANY REMOVAL, TRANSPORTATION AND REPLACEMENT COSTS INCURRED IN CONJUNCTION WITH SUCH SERVICES. CONTRACTOR MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

- 4.8 If Contractor fails to promptly remedy rejected Work as provided in Section 4.6 or 4.7, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor.

ARTICLE 5.0

Period of Performance

- 5.1 This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work, including all optional quantities of Work, is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work in accordance with guaranteed completion date(s) identified in the approved schedule. The guaranteed completion date(s) may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

ARTICLE 6.0

Consideration

- 6.1 For the performance of the Work, UTA shall pay Contractor in accordance with Exhibit A. Neutral payments shall be made for Contractor's progress with respect to each engine in accordance with mutually agreed milestones.
- 6.2 To the extent that Exhibit A or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- 6.3 To the extent that Exhibit A or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit A (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall

not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.

- 6.4 UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

ARTICLE 7.0

Contract Changes

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

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

- 7.2 A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- 7.3 Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any law or other requirement set forth in this Contract; or (ii) other conditions exist which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Contractor must give UTA's Project Manager or designee written notice stating:
- A. The date, circumstances, and source of the change; and
 - B. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

- 7.4 As soon as practicable, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work compensable under Section 7.1 or 7.3. Equitable adjustments will be made via Change

Order. Any dispute regarding the Contractor's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

ARTICLE 8.0

Invoicing Procedures and Records

- 8.1 Contractor shall submit invoices to UTA's Project Manager to reflect Contractor's achievement of agreed payment milestones with respect to each engine. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Contractor under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

ARTICLE 9.0

Ownership of Materials

- 9.1 UTA shall not be construed to be the owner of any intellectual property contained in the Work Product that was owned or created by Contractor outside of the scope of this Contract. However, with respect to any such intellectual property of Contractor that is utilized to perform the Scope of Services or that is embedded in any equipment furnished by Contractor hereunder, Contractor hereby grants UTA a non-exclusive perpetual license to use such intellectual property (including any related drawings, specifications and similar documentation deliverables) to the full extent reasonably necessary for UTA's use and enjoyment of the Work Product furnished under this Contract.

ARTICLE 10.0

Subcontracts

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

ARTICLE 11.0

Key Personnel

- 11.1 Contractor shall provide the key personnel as indicated in Contractor's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA.

ARTICLE 12.0

Suspension of Work

- 12.1 UTA may, at any time, by written order to Contractor, require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- 12.2 If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.
- 12.3 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.
- 12.4 If the Suspension of Work causes an increase in Contractor's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time, and modify this Contract by Change Order.

ARTICLE 13.0

Termination for Convenience; Termination for Cause and Default Remedies

- 13.1 UTA shall have the right to terminate this Contract at any time by providing written notice to Contractor. If this Contract is terminated for convenience, UTA shall pay Contractor its costs and a reasonable profit on work performed up to the effective date of the termination notice, plus direct, demonstrable costs reasonably and necessarily incurred by Contractor to effect such termination. UTA shall not be responsible for anticipated profits based on Work not performed as of the effective date of termination or any other incidental, consequential or indirect damages. Contractor shall promptly submit a termination claim to UTA. The CGL insurance must be endorsed to name UTA an additional insured.
- 13.2 If Contractor materially fails to perform any of its obligations under this Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within ten (10) days after receipt of written notice from UTA, UTA may, at its discretion:
- A. Terminate this Contract (in whole or in part) for default and complete the Work using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
 - B. Pursue other remedies available under this Contract (regardless of whether the termination remedy is invoked); and/or
 - C. Except to the extent limited by this Contract, pursue other remedies available at law.

Upon receipt of a termination notice as provided above, Contractor shall (i) immediately

discontinue all Work affected (unless the notice directs otherwise); (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process; and (iii) if Contractor has any property in its possession belonging to UTA, account for the same, and dispose of it in the manner UTA directs. Contractor shall remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination. UTA shall calculate termination damages payable under this 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.

- 13.3 If UTA terminates this 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 Work completed by Contractor prior to termination.

ARTICLE 14.0

Information, Records, and Reports; Audit Rights

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

ARTICLE 15.0

Findings Confidential

- 15.1 Any documents, reports, information, or other data and materials available to or prepared or assembled by Contractor or subcontractors under this Contract are considered confidential and shall not be made available by Contractor to any person, organization, or entity without UTA's consent in writing.
- 15.2 To the full extent permitted by the Utah Government Records Access and Management Act (Utah Code §63G-2-101. Et. Seq.), UTA shall not disclose any trade secret information (as defined by the Uniform Trade Secrets Act and as specifically marked by the Contractor) to any third person or third party without the prior written consent of the Contractor.
- 15.3 It is hereby agreed that the following information is not considered to be confidential or subject to the restrictions of this Article:
- 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.

ARTICLE 16.0

General Indemnification and Insurance

- 16.1 Contractor shall protect, release, defend, indemnify and hold harmless UTA and its trustees, officers, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses (hereinafter collectively "Claims"), brought or made against or incurred by any of the Indemnitees and attributable to the negligent acts or omissions (actual or alleged) of Contractor, its subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable in conjunction with this Contract or any Work performed hereunder. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against UTA 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.
- 16.2 For the duration of this Contract, Contractor shall maintain at its own expense, and provide proof of said insurance to UTA, the following types of insurance:
- A. Commercial general liability (CGL) insurance including, insurance for operations, independent contractors, products/completed operations, and contractual liability specifically designating the indemnity provisions of this Contract as an insured contract on the certificate of insurance. Such CGL insurance must be endorsed with a broad form property damage endorsement (including completed operations) and afford coverage for explosion, collapse, and underground hazards.

The CGL insurance must be in limits not less than the following:
 - 1) \$10,000,000.00 General Aggregate.
 - 2) \$10,000,000.00 Products-Completed Operations Aggregate.
 - 3) \$10,000,000.00 Personal and Advertising Injury.
 - 4) \$10,000,000.00 Each Occurrence.
 - 5) \$5,000.00 Medical Expense (any one person).
 - B. Workers' compensation insurance in compliance with applicable state and federal laws covering all Contractor's employees performing Services for the duration of their performance of work covered by the Contract. Subcontractors to provide proof of workers' compensation coverage covering such employees. Contractor shall maintain for the duration of the Contract employers' liability insurance with limits of no less than \$500,000 per occurrence for accident and disease. Such insurance shall include

an insurer's waiver of subrogation in favor of UTA, and shall be in a form acceptable to UTA.

- C. Commercial automobile liability insurance covering Contractor's liability for bodily injury and property damage arising out of the use of all owned, non-owned and/or hired vehicles used while performing the Contract. The combined single limit per occurrence shall not be less than Two Million Dollars (\$2,000,000). The commercial automobile liability policy shall be endorsed to include UTA and its divisions, officers, and employees all as additional insureds with respect to the Contractor's activities in performance of the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- 16.3 On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability required under this Contract. Larger limits may be indicated after Contractor's assessment of the exposure for this contract; for its own protection and the protection of UTA. Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 - 16.4 Contractor warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or Contractor, and that said agent/broker/ Contractor has been instructed to procure for Contractor the insurance coverage and endorsements required herein.
 - 16.5 Contractor shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) 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 received and approved by UTA 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.
 - 16.6 UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

ARTICLE 17.0
Other Indemnities

- 17.1 Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's services or deliverables such that the claimed infringement is eliminated.
- 17.2 EXCLUDING: (I) CONTRACTOR'S OBLIGATION TO INDEMNIFY UTA WITH RESPECT TO THIRD PARTY CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE

AND INFRINGEMENT CLAIMS UNDER THE CONTRACT; AND (II) CONTRACTOR'S WARRANTY OBLIGATIONS UNDER ARTICLE 4 (NEITHER OF WHICH SHALL BE LIMITED PURSUANT TO THE PROVISION) THE FOLLOWING LIMITATIONS ON DAMAGES SHALL APPLY:

- A. IN NO EVENT SHALL CONTRACTOR OR UTA BE LIABLE TO EACH OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, WHETHER ARISING UNDER BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE; AND
- B. CONTRACTOR'S MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL NOT EXCEED, IN THE AGGREGATE, THE MAXIMUM AMOUNT OF CUMULATIVE PAYMENTS PAYABLE TO CONTRACTOR AS INDICATED IN THE PRICING SCHEDULE.

ARTICLE 18.0
Independent Contractor

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

ARTICLE 19.0
Prohibited Interest

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

ARTICLE 20.0
Dispute Resolution

- 20.1 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.
- 20.2 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, Kyle Stockley/Contractor's Project MPI's Project Manager, William Joy	Five calendar days
UTA's Sr. Program Manager, Paul Edwards/Contractor's Director of Program Management, Dan O'Donnell	Five calendar days
UTA's Interim Executive Director, Steve Meyer /Contractor's Vice President and G.M., John Howard	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.

- 20.3 If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence legal action in accordance with the venue and law provisions of this Contract. If mutually agreed, the parties may also submit the dispute to arbitration or mediation.

ARTICLE 21
Successors and Assignees

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

ARTICLE 22.0
Nonwaiver

- 22.1 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.

ARTICLE 23.0
Notices or Demands

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

If to UTA:
Utah Transit Authority
ATTN: Jolene Higgins
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:
Utah Transit Authority
ATTN: General Counsel
669 West 200 South
Salt Lake City, UT 84101

If to Contractor:
MotivePower, Inc.
Attn: Dan O'Donnell
4600 Apple St.
Boise, ID 83716

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

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

ARTICLE 24.0
Contract Administrator

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

ARTICLE 25.0
General Provisions

- 25.1 Neither this Contract nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Contract to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Contract, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Contract, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.
- 25.2 This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Contractor consents to the jurisdiction of such courts.
- 25.3 The headings of the articles, clauses, and sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 25.4 The parties enter in to this Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.
- 25.5 Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.
- 25.6 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.
- 25.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.
- 25.8 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 this Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of this Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

25.9 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 9, 13, 14, 15, 16, 17, 19, 20 and 25.

ARTICLE 26.0
Incorporated Documents

26.1 UTA's RFP, 17-2455JH including all federal clauses and other attachments, and Contractor's Proposal, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibit A.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day and year first above written.

UTAH TRANSIT AUTHORITY:

MOTIVEPOWER, INC.

By _____
W. Steve Meyer,
Interim Executive Director

By _____
Name _____
Title _____

By _____
Paul Edwards
Direct of Asset Management

By _____
Name _____
Title _____

Fed ID# _____

Approved as to Form

Reviewed & Recommended

UTA Legal Counsel

Kyle Stockley
UTA Project Manager

UTA Project Code

Exhibit A

Milestone Payments

Certified EPA Tier 1+ EFI with assembly and test using Tier 2+ Emissions Kit.

Year	Scope	Price
2018	First 2 locomotives	\$1,431,340
2019	Locomotives 3-6	\$2,091,640
2020	Locomotives 7-10	\$2,091,640
2021	Locomotives 11-14	\$2,091,640
2022	Locomotives 15-18	\$2,091,640
Total		\$9,797,900

20% of order value shall be paid each year upon shipment of the first Engine Core. Upon delivery of each engine, 80% of total order value shall be paid (prorated by each engine).

Exhibit B

Supplemental Information Agreement

Clarifying and Modifying Exceptions included in the MPI Proposal to UTA's RFP and RFP Specifications

- A. **Reference:** MPI Proposal Compliance Matrix Section 2, item 3.1Q Compliance Notes

Agreement: The engine water manifolds shall have new inserts applied and the engine crankcase shall receive new hardened steel sleeves for the new inserts to interface with.

- B. **Reference:** MPI Proposal Compliance Matrix Section 2, item 3.3.C Compliance Notes

Agreement: MPI to weld any cracked exhaust chambers using MPI's welding procedures. UTA has reviewed MPI's welding procedures and found it to be an acceptable process to renew said exhaust chambers.

- C. **Reference:** MPI Proposal Compliance Matrix Section 2, item 3.5.H. Compliance Notes

Agreement: The MPI welding procedure for the repair of cracks to the engine aftercooler ducts has been reviewed by UTA and found to be an acceptable process to renew said after cooler ducts.

- D. **Reference:** MPI Proposal Compliance Matrix Section 2, item 3.4.E. Compliance Notes

Agreement: Due to the change in the engine water pump configuration as outlined in the RFP, both engine water pumps shall be replaced with new. MPI's proposal included new water pumps which will be equipped with new driven gears.

- E. **Reference:** MPI Proposal Compliance Matrix Section 2, item 3.8.A., and item 7 Compliance Notes

Agreement: UTA selected Option 2 from the MPI proposal. This is an upgrade to the engine exhaust emitting at levels better than Tier 1+. Camshafts shall be new due to the required valve timing. This option shall receive new EMD power assemblies which include all new components including new piston carriers.

- F. **Reference:** MPI Price Proposal Commercial Considerations Clarification item 2 (Regarding Requirement to supply EMD Parts, Force Majeure Event and Alternative supplier).

Agreement: The proposal exception set forth in Commercial Considerations Clarification item 2 has been withdrawn by MPI and will not be considered to be part of the Contract.

Exhibit C

Line Haul Duty Cycle	EPA Tier 2+ Standards
NOx (g/bhp-hr)=	5.5
CO (g/bhp-hr)=	1.5
HC (g/bhp-hr)=	0.30
PM (g/bhp-hr)=	0.10

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING EXECUTION OF CONTRACT WITH THE UTAH
DEPARTMENT OF TRANSPORTATION**

R2018-08-03

August 22, 2018

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

WHEREAS, the Authority's Board of Trustees ("Board") passed Resolution R2018-05-09 on May 23, 2018 Granting Contract and Expenditure Authority ("Resolution"); and

WHEREAS, the Resolution requires the Board to approve contracts with a value of \$1,000,000 after review and recommendation for approval from the appropriate Board committee; and

WHEREAS, the Cooperation Agreement with the Utah Department of Transportation ("UDOT"), attached as Exhibit A, for the construction of a pedestrian bridge to connect the Authority's Orem Intermodal Center and Utah Valley University ("UVU") has a value of \$4,000,000 and has been reviewed and recommended for approval by the Board's Finance and Audit Committee; and

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

1. That the Board hereby approves the Cooperative Agreement with UDOT for the construction of the UVU pedestrian bridge as set forth in Exhibit A.
2. The Board authorizes the Executive Director and his designee(s) to execute the contract in substantially the same form as the exhibit to this Resolution.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the contract with UDOT.
4. That the corporate seal be attached hereto.

Approved and adopted this 22nd day of August 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 22nd day of August, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 8/22/2018

Agenda Item #

Action Requested: Motion to forward the contract to the Board for approval

Criteria: Contract is > \$1,000,000

Contract #: S-R399(269)

Contract Title: UVU Pedestrian Bridge

Project Manager: Grey Turner

Contract Administrator: UDOT

Impacted Areas: Orem Intermodal Center

Included in budget? Yes

Procurement method: Request for Qualifications (RFQU)

Contractor: Kraemer

Sole-Source Reason: N/A

Total Contract Value \$4,000,000 (UTA)
Qty & Unit price

Contract term (Months) 14

Contract options (Months) 0

Contract start date: 7/1/2018

Contract end date: 9/1/2019

Number of responding firms:

Next Lowest Bidder:

Detailed Description & Purpose:

The UVU Pedestrian Bridge will provide a necessary connection between the UTA Orem Intermodal Center and Utah Valley University. The amount of student housing and student ridership on Frontrunner has increased significantly over the past several years. This project is being led by UDOT with UTA & UVU participation. UDOT performed a competitive procurement bid as per State procurement requirements and is the contract owner for this project. As part of the Depot District funding from the Utah State Legislature, UTA was named as a financial partner for the UVU Pedestrian Bridge in the amount of \$4 million dollars. This agreement is a Coop Agreement between UTA and UDOT for the billing of the project. The agreement states that UDOT will invoice UTA in 2019 for the amount of \$4,000,000.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

Attachments: Contract routing sheet attached? No

Other attachments? (list)

UDOT Agreement



**State of Utah
Department of Transportation**

Cooperative Agreement UDOT Performing Work for Local Agency	Project Description: UVU Ped. Crossing Over I-15 Local Agency: Utah Transit Authority	Lump Sum value of scope of work \$ 4,000,000.00
PIN: 15138 CID: 72718 Job/Project: S-R399(269)		Date Executed

THIS AGREEMENT, made and entered into executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and [Utah Transit Authority], a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency**.”

Local Agency has requested that the Work be included in **UDOT**'s Project. Subject to the attached provisions, **UDOT** will include the following items into the above referenced Project. Upon signing this Agreement, **Local Agency** agrees that the costs shown are estimates and that the **Local Agency** will be responsible for paying the actual costs associated with these items included in the Project. If a lump sum payment is specified, **Local Agency** will not pay for any additional costs beyond the lump sum payment amount.

Description of Work:

This project will construct a structure spanning from UTA to UVU campus. The structure will be partially enclosed and have an internal width of 15 feet.

Lump Sum Payment

LUMP SUM PAYMENT: TOTAL AMOUNT TO BE PAID BY LOCAL AGENCY (Fill in only if actual cost approach is not used.)	\$4,000,000.00
---	----------------

Project Completion Date: August 2019

The total estimated cost or lump sum is due within 30 days of receiving the invoice from **UDOT**. The **Local Agency** shall submit payment of said amounts with **UDOT**'s Comptroller's Office located at UDOT/COMPTRROLLER, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500.

Total Estimated Reimbursement to UDOT is [\$4,000,000.00]

Provisions

UDOT will include the Local Agency's requested Work provided that the Local Agency pays the actual costs UDOT incurs or a lump sum. The Local Agency agrees that UDOT's Project will not be delayed as a result of adding the Work and the Work will not be added to the bid package until this Agreement has been signed by both parties.

The Local Agency, at no cost to the Project, shall provide on-call support from Local Agency's Design Engineer to correct or clarify issues during construction and perform the necessary inspection for the Work installed by UDOT's Contractor. The Local Agency engineer and/or inspector shall work with and through UDOT's Resident Engineer and shall give no orders directly to UDOT's Contractor unless authorized in writing to do so. UDOT will require its Contractor will perform the described Work in accordance with the plans and specifications approved by the parties. The Local Agency, through its inspection of said Work, will provide UDOT's Resident Engineer with information covering any problems or concerns with acceptance of the Work upon completion of construction.

Access for maintenance and servicing of the Local Agency property located within state right-of-way will be by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain a permit and abide by the conditions of the permit in accordance with Utah Administrative Code R930-7 and R930-6.

I. Liability:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be

construed as a waiver of the protections of the Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

To the extent it may be lawfully do so, the Local Agency releases UDOT from any responsibility or liability that may result from the Local Agency's operation or maintenance activities.

UDOT's periodic plan and specification review or construction inspection arising out of the performance of the Project does not relieve the Local Agency of its duty concerning the performance of the Work or to ensure compliance with acceptable standards.

II. Termination:

This Agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing;
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination. If the party does not remedy the breach within the reasonable time period, the other party may terminate the Agreement. If Local Agency terminates the Agreement, the Local Agency shall be responsible for all the costs UDOT incurs for the Work prior to the termination; or
- c. By UDOT for the convenience of the State upon written notice to the Local Agency.

III. Maintenance:

Division of jurisdiction and responsibilities of state highways shall be in accordance with Utah State Code Section 72-3-109 and applicable rules.

IV. Payment and Reimbursement to UDOT:

The Local Agency agrees that if it modifies or cancels this Agreement at any time after it has been signed, the Local Agency agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the work scope being

modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this Agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

V. Change in Scope and Schedule:

If the Local Agency's project scope or schedule changes from the original Agreement, the Local Agency shall notify the UDOT Project Manager before any changes are made. Any costs incurred by UDOT, as a result of the scope or schedule changes, will be the responsibility of the Local Agency.

Any modification to this Agreement must be approved in writing by the parties is required prior to the start of work on any changes or additions.

VI. Miscellaneous:

Each party agrees to undertake and perform all further acts that are reasonably necessary to

carry out the intent and purposes of the Agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

Each party represents that it has the authority to enter into this Agreement.

The parties may execute this Agreement in counterparts.

VII. Content Review:

Language content was reviewed and approved by the Utah AG's office on February 11, 2015.

[Utah Transit Authority]				Utah Department of Transportation			
By		Date		By		Date	
				UDOT Project Manager			
By		Date		By		Date	
Title/Signature of additional official if required				Region Director			
By		Date		By		Date	
Title/Signature of additional official if required				Comptrollers Office			

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING EXECUTION OF CONTRACT WITH THE
BIG-D CONSTRUCTION**

R2018-08-04

August 22, 2018

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

WHEREAS, the Authority's Board of Trustees ("Board") passed Resolution R2018-05-09 on May 23, 2018 Granting Contract and Expenditure Authority ("Resolution"); and

WHEREAS, the Resolution requires the Board to approve contracts with a value of \$1,000,000 after review and recommendation for approval from the appropriate Board committee; and

WHEREAS, the contract with Big-D Construction, attached as Exhibit A, for the phased construction of a maintenance and operation facility for alternative energy fueled vehicles including diesel, natural gas, electric, and other alternative fuels; a maintenance and operations shop, operations and administration facility, bus wash building, parking area expansion and improvements, and additional diesel fueling tanks ("Depot District Project") has a value of \$4,200,000 and has been reviewed and recommended for approval by the Board's Finance and Audit Committee; and

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

1. That the Board hereby approves the contract with Big-D Construction for the phased construction of the Depot District Project as set forth in Exhibit A.
2. The Board authorizes the Executive Director and his designee(s) to execute the contract in substantially the same form as the exhibit to this Resolution.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the contract with Big-D Construction.
4. That the corporate seal be attached hereto.

Approved and adopted this 22nd day of August 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 22nd day of August, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 8/22/2018

Agenda Item #

Action Requested: Motion to approve the contract and forward to Board for consent agenda

Criteria: Contract is > \$1,000,000

Contract #: 18-2741TP

Contract Title: Depot District
Technology Center

Project Manager: Greg Thorpe

Contract Administrator: Teresa Pickett

Impacted Areas: Operations

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: Big-D Construction

Sole-Source Reason: N/A

Total Contract Value \$ 4,200,000

Contract start date: 9/25/2018

Contract end date: 9/25/2021

Number of responding firms: 2

Next Lowest Bidder: \$ 5,016,483

Detailed Description & Purpose:

The Project includes the phased construction of buildings and facilities designed for implementation of a new bus technology, maintenance and operation facility for alternative energy fueled vehicles including diesel, natural gas, electric and other alternative fuels.

The Project will include the phased construction of the currently designed facility for the stabilization, demolition, renovation and repurposing of an old railroad locomotive building for a new maintenance and operations shop, demolition of exiting site structures to make way for the new facilities, construction of a new administration building, construction of a bus wash building, parking area expansion and improvements, and addition of diesel fueling tanks and facilities to the existing bus fueling building.

The Project will also include the construction of bus canopies with solar panels, required utilities, generators, and site work. The solarization of the site will also include the evaluation of installing a microgrid energy system to support the daily load and power needs.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

Attachments: Contract routing sheet attached? Yes

Other attachments? (list)



CONTRACT ROUTING SHEET

Agenda Item No.: _____
Board Review Date: 8/22/2018

CONTRACT SECTION

- 1) Contract/P.O. No. 18-2741TP (Assigned by Purchasing) Contract Administrator: Teresa Pickett
Project Manager: Greg Thorpe
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Option G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification)
 RFP (Best-value) Sole source Other: _____
- 4) Contract Title Depot District Technology Center Remodel
- 5) Description / Purpose (of contract or project) CM/GC procurement for the phased construction of the new Bus Technology, Maintenance and Operations Facility.
- 6) Contractor Name Big-D Construction
- 7) Effective Dates Approx. Beginning: 09/25/18 Ending: 09/25/21
- 8) Option to renew? Yes No Renewal terms N/A

FINANCIAL SECTION

- 9) Total Board Approval Amount: \$ 4,200,000.00
- 9a) Current Contract Value: \$ 198,500.00 Phase 1 Total
- 9b) Amendment Amount: _____
- 9c) New Contract Value (including all amendments) _____
- 9d) Is the amount an estimate? Yes No
(Estimate if per transaction cost)
- 9e) If estimated, how was the estimate calculated? Depending on labor and materials.
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code 40-3102.68912 Capital Project Code MSP10216
- 12) Budgeted? Yes No Budget amount: \$ 4,200,000.00
- 13) Will this contract require support from another department? Yes No
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? Yes No

SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<input type="text"/>	<u>Bart Simmons</u>
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Bryan Steele</u>
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="text"/>	<u>N/A</u>
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>E. Gregory Thorpe</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="text"/>	<u>N/A</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Mary DeLoretto</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>W. Steve Meyer</u>
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Approval Date</u>

If Yes, route to the Sr. Supply Chain Manager for board meeting agenda and approval

Depot District Clean Fuels Technology Center- Implementation Plan

Updated 7/10/2018

Project Phasing Plan Budget- per 2018 FTA grant applications		(2019\$ million)	Year of Expenditure			
			2018	2019	2020	2021
Phase 1	Structure Stabilization and Pre-Construction site work	5.20	4.20	1.00		
Phase 2	Wash Building	2.00		2.00		
Phase 3	Diesel Fueling System	1.70		1.70		
Phase 4	Bus Canopies and Full site work	7.90		7.85	0.05	
Phase 5A	Maintenance Building	37.80			18.90	18.90
Phase 5B	Operations Building	10.70			5.35	5.35
Phase 6	Canopy Solarization and Micro Grid Power system	5.20				5.20
	Project Costs (2019\$)	70.50	4.20	12.55	24.30	29.45

Contract 18-2741TP

**CONSTRUCTION SERVICES AGREEMENT
DEPOT DISTRICT CLEAN FUELS TECHNOLOGY CENTER (CM/GC)
PHASE 1 CONTRACT**

This Construction Services Agreement (“**Agreement**”) is hereby entered into by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“**UTA**”), and Big-D Construction, a Utah Corporation (“**Contractor**”).

RECITALS

A. UTA is developing a project to construct the Depot District Clean Fuels Technology Center, a bus maintenance, operations and administration facility (the “**Project**”).

B. On June 15, 2018, UTA issued Request for Proposals No. 18-2741TP (“**RFP**”), seeking interested parties to submit proposals to perform the work required by the Project.

C. UTA evaluated the responses and determined the Contractor’s response to be the most advantageous to UTA.

D. UTA and Contractor desire to enter into this Agreement to define their respective roles and responsibilities with respect to the Project.

E. Any capitalized terms not otherwise defined herein shall have the meanings set forth in the design and construction general conditions appended as an exhibit to this Agreement.

AGREEMENT

Therefore, the parties agree as follows:

1. Scope of Work; Standard of Care. (a) Contractor shall perform the Phase 1 Work. In the Contract Documents, “Phase 1 Work” means all the pre-construction services necessary to assist the Parties in reaching agreement on lump sum construction prices and scope of work for each of the Projects concerning the Phase 2 elements of the Program (construction).

(b) Contractor shall perform the Work in accordance with the Contract Documents (including any attached or incorporated construction drawings, plans, specifications and standards or other descriptions of the Work) and applicable industry standards, and in full compliance with all applicable laws, regulations and permits.

2. Schedule. (a) Contractor shall commence the Phase 1 Work within seven (7) days of Contractor’s receipt of a Notice to Proceed (“**NTP**”) from UTA. UTA is not required to issue a NTP until all insurance and other required documentation is submitted and deemed acceptable by UTA. UTA may issue a limited Notice to Proceed (“**NTP**”) on a portion of the Work, and may issue a series of limited NTPs to provide for progression of the Work in phases. Issuance of a limited NTP will not be deemed to require UTA to issue any subsequent NTPs, and will not be deemed to obligate UTA to complete the Project or to pay Contractor for any portion of the Work not encompassed by an NTP issued by UTA.

(b) This Agreement will expire 180 days after UTA issues an NTP (that date, the “**Phase 1 Completion Date**”), unless (i) UTA and Contractor mutually agree to extend the term of the

Agreement through a written Change Order in accordance with Section 9, or (ii) UTA and Contractor execute the Phase 2 Construction Services Amendment, as set forth in Section 9 below. Contractor shall diligently prosecute the Phase 1 Work, and complete the Phase 1 Work prior to the Phase 1 Completion Date.

(c) Time is of the essence with respect to the dates set forth in this section.

3. Price and Payment. (a) As full compensation for completing the Work in accordance with the Contract Documents, UTA shall pay Contractor the amounts set forth in Exhibit A (the “**Contract Price**”). The procedures for invoicing and payment are set forth in Section 8 below.

4. Contract Documents. (a) The Contract Documents consist of the following:

(1) All written amendments and Change Orders to this Agreement executed in accordance with Section 9 below;

(2) This Agreement, including its exhibits and Federal Clauses;

(3) Contractor’s Proposal in response to the RFP; and

(4) The RFP including, without limitation, all attached or incorporated terms, conditions, drawings, plans, specifications and standards or other descriptions of the Work.

(b) The parties intend that the Contract Documents include and provide for all aspects of the Work that are necessary for the proper initiation, performance, and completion of the Project. The parties intend that the Contract Documents be interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

(c) If any terms of the Contract Documents contradict any other terms, the terms contained in the more recent Contract Document will govern.

(d) Contractor acknowledges that, prior to the execution of this Agreement, it has carefully reviewed the Contract Documents for errors, omissions, conflicts or ambiguities (each, a “**Discrepancy**”), and is not aware of any Discrepancies as of the execution of this Agreement. If the Contractor becomes aware of a Discrepancy, the Contractor shall immediately notify UTA’s Project Manager of that Discrepancy in writing. UTA’s Project Manager shall promptly resolve the Discrepancy in writing. Contractor’s failure to promptly notify UTA of an apparent discrepancy will be deemed a waiver of Contractor’s right to seek an equitable adjustment to the Agreement. Notwithstanding the foregoing, the Owner and the Contractor recognize that the Contractor is not a licensed design professional and is not responsible to the Owner for errors or omissions in the Contract Document (except to the extent the Contractor was aware of the issue and failed to report it to the Owner).

(e) The Contract Documents form the entire contract between UTA and the Contractor and by incorporation in this Agreement are as fully binding on the parties as if repeated in this Agreement. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

5. Representatives of the Parties. (a) UTA designates E. Gregory Thorpe as its Project Manager, and Grey Turner as its Senior Representative. UTA’s Contract Administrator for this Agreement is Teresa Pickett. Questions or correspondence regarding the contractual aspects of this Agreement should be directed to Teresa Pickett, at the address set forth in Section 12 below.

UTA's Project Manager, Senior Representative, and Contract Administrator are referred to collectively as the "**UTA Representatives.**"

(b) Contractor designates Troy Robertson as its Project Manager and Lars Erickson as its Management Representative (collectively, the "**Contractor Representatives**").

6. Key Personnel. Contractor's Proposal specified certain individuals as key personnel with respect to the Work to be performed under this Agreement. This Agreement was awarded based on Contractor's representation that such key personnel would be engaged in their respective capacities, at the commitment levels indicated, for the full duration of the Project. Contractor shall not make changes in the Key Personnel staffing without the written approval of UTA, such approval not to be withheld unreasonably. Any replacements of key personnel must have the same substantive and qualitative experience as the individuals identified in Contractor's Proposal.

7. Phase 2 Construction Services Amendment. If UTA and Contractor agree on a scope of construction services and a lump sum price for those services, UTA and Contractor will execute an amendment to this Agreement (the "Phase 2 Construction Services Amendment"). The Phase 2 Construction Services Amendment will detail the scope, schedule, and price of the Phase 2 construction work, and will include other terms and conditions applicable to construction work. Execution of this Agreement in no way obligates UTA to execute the Phase 2 Construction Services Amendment. The process for negotiating a Phase 2 Construction Services Amendment is described in the RFP.

8. Invoicing and Payment. (a) To receive payment, Contractor shall submit to UTA an Application for Payment requesting payment for all Phase 1 Work performed as of the date of the Application for Payment. Contractor shall not submit Applications for Payment more often than once per month. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to UTA's reasonable satisfaction, Contractor's entitlement to receive payment.

(b) The Application for Payment will constitute Contractor's representation that the Phase 1 Work described therein has been performed consistent with the Contract Documents, and has progressed to the point indicated in the Application for Payment.

(c) UTA shall pay Contractor all amounts properly requested and documented within thirty (30) days of receipt of an Application for Payment. Notwithstanding the preceding sentence, if UTA determines that Contractor is not entitled to all or part of an Application for Payment as a result of Contractor's failure to meet its obligations hereunder, UTA will notify Contractor in writing at least five (5) days prior to the date payment is due. The notice must indicate the specific amounts UTA intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Contractor must take to rectify UTA's concerns. Contractor and UTA will attempt to resolve UTA's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Contractor may pursue its rights under the Contract Documents. Contractor shall continue to perform the Phase 1 Work pending the resolution of any such dispute.

9. Change Orders. Contractor shall not undertake any activity that materially changes the Phase 1 Work, or materially deviates from the requirements of the Contract Documents, except as authorized by a written Change Order signed by Contractor and UTA.

10. Indemnity. Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend UTA, its officers, directors, and employees from and against claims, losses,

damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction to the extent resulting from the negligence or willful misconduct of Contractor, Contractor's consultants and subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

11. Insurance. Contractor shall obtain and maintain the insurance coverages set forth in Exhibit B, and comply with the obligations set forth in Exhibit B.

12. Notices. (a) To be deemed valid, all notices, requests, claims, demands and other communications between the parties ("**Notices**") must be in writing and addressed as follows:

If to Utah Transit Authority:
Utah Transit Authority
Attn: Teressa Pickett
669 West 200 South
Salt Lake City, UT 84101
tpickett@rideuta.com

With a required copy to:
Utah Transit Authority
Attn: General Counsel
669 West 200 South
Salt Lake City, UT 84101
bsimmons@rideuta.com

If to the Contractor:
Big-D Construction Corp.
Attn: Troy Robertson
1788 W 200 N
Lindon, UT 84042
Troy.robertson@big-d.com

(b) To be deemed valid, Notices must be given by one of the following methods: (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by email with requested delivery receipt.

(c) Either party may change the address at which that party desires to receive written notice by delivery of Notice of such change to the party as set forth above. Notices will be deemed effective on delivery to the notice address then applicable for the party to which the Notice is directed, provided, however, that refusal to accept delivery of a Notice or the inability to deliver a Notice because of an address change that was not properly communicated shall not defeat or delay the effectiveness of a Notice.

13. Audit Rights. Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit A (or any other provision of the Agreement). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of this Agreement and/or Contractor's compliance with this Agreement. 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. 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

this Agreement at any tier. The following values shall be subject to audit for the sole purpose of confirming that they were billed in compliance with stipulated rates: insurance rates, bond rates, labor rates identified in pricing forms, lump sum subcontracts and lump sum change orders.

14. Termination. (a) Upon ten (10) days' written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate this Agreement. If UTA terminates the Agreement for its convenience, UTA shall pay Contractor for Phase 1 Work performed up to the date of the notice of termination, plus Contractor's reasonable costs attributable to the termination.

(b) If Contractor materially fails to perform any of its obligations under this Agreement, and such failure is not cured within ten (10) days' of written notice from UTA identifying the breach, then UTA may terminate the Agreement for default. If UTA terminates the Agreement for default, UTA shall pay Contractor for Phase 1 Work satisfactorily performed up to the date of the notice of termination, less costs and expenses incurred by UTA as a result of the default.

15. Counterparts. The parties may execute this Agreement in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all counterparts together will constitute a single agreement.

16. Work Product. (a) All drawings, specifications, reports, calculations, and other documents furnished by Contractor to UTA pursuant to this Agreement (those documents, the "Work Product") are deemed to be instruments of service and Contractor shall retain the ownership and intellectual property rights therein.

(b) Upon UTA's payment in full for the Phase 1 Work required for Contractor to prepare any Work Product, Contractor will be deemed to have granted to UTA a license to use that Work Product in connection with the design, construction, occupancy, and maintenance of the Project, or any other UTA project or facility.

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

18. Assignment. Contractor acknowledges that the Work to be performed by Contractor is considered personal by UTA. Contractor shall not assign or transfer its interest in this Agreement without prior written approval by UTA.

19. Successorship. Contractor and UTA intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and permitted assigns.

20. Governing Law. The Agreement is governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah.

21. Severability. If any provision or any part of a provision of the Contract Documents is finally determined to be superseded, invalid, illegal, or otherwise unenforceable, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which will remain in full force and effect as if the unenforceable provision or part were deleted.

22. No Waiver. The failure of either Contractor or UTA to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents

shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

23. Headings. The headings used in this Agreement, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

24. Amendments. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

25. Effectiveness; Date. This Agreement will become effective when all parties have fully signed it. The date of this Agreement will be the date it is signed by the last individual to sign it (as indicated by the date associated with that individual's signature).

UTAH TRANSIT AUTHORITY

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

Approved as to Legal Form:

By: _____
Utah Transit Authority
Legal Counsel

BIG-D CONSTRUCTION

By: _____
Name: _____
Title: _____

Date: _____

Contractor's Federal ID Number:
87-0361918



PRICING FORMS

FORM A

PHASE 1 - PRE-CONSTRUCTION SERVICES CONTRACT PRICE PROPOSAL

Task #	Description ¹	Unit (in person hours)	Anticipated Quantity	Unit Price ²	Total Price
1	Project management	mhs	120	\$45.83	\$5,500
1A	Consultation on final design and construction	mhs	32	\$95.63	\$3,060
1B	Goal setting session	Lump	1		\$1,600
2	Constructability and material availability reviews and on-going Value Engineering	Lump	1		\$20,000
2A	Review of design development drawings, contract document drawings and release for construction design drawings	Lump	1		\$10,000
2B	Identification of Project elements requiring less than 100% design	Lump	1		\$2,500
3	Conduct of construction plan	mhs	138	\$71.96	\$9,930
3A	Recyclable materials report	Lump	1		\$3,800
3B	Identification of long lead items	Lump	1		\$4,100
4	Permit documentation preparation and assistance	mhs	72	\$80.28	\$5,780
5	On-going risk analysis participation	Lump	1		\$3,400
6	Contracting plan	mhs	136	\$93.82	\$12,760
7	On-going cost estimating	Lump	1		\$30,500
7A	Critical Path Method schedule	Lump	1		\$7,600
8	Salt Lake City, UDOT and other Project stakeholder coordination	mhs	130	\$84.62	\$11,000
9	(No unit pricing for this task. See subtasks below)				
9A	Development of a Safety plan	Lump	1		\$5,200
9B	Development and implementation of a Quality Plan	Lump	1		\$5,200
9C	Storm water runoff plan	Lump	1		\$1,800
9D	Safety certification plan	Lump	1		\$3,700
9E	Utah Department of Environmental Quality compliance plan	Lump	1		\$2,100
Not to Exceed Total Price					\$149,530

¹ See Part 1, Section 1.8 of the Request for Proposals for further task descriptions.

² See Part 2, Tab 2 of the Request for Proposals.

LABOR RATES

TITLE	RATE
Project Director	\$120
Preconstruction Director	\$110
Senior Preconstruction Manager	\$90
General Superintendent	\$85
Area Superintendent	\$75
Assistant Project Manager	\$70
Project Engineer	\$60
Project Assistant	\$40
Job Cost Accountant	\$65
Senior Estimator	\$80
Estimator	\$55
BIM Manager	\$75
BIM Engineer	\$60
Scheduler	\$75
Safety Director	\$80
Quality Director	\$80
Foreman	\$58
Crane Operator	\$56
Crew Leader	\$47
Journeyman	\$45
Journeyman Asst.	\$39
Apprentice 4	\$35
Apprentice 3	\$33
Apprentice 2	\$31
Apprentice 1	\$29
Laborer	\$29

Addendum 2- Depot District Clean Fuels Technology Center
FORM B
PHASE 2 –CONSTRUCTION SERVICES AMENDMENT
PRICE PROPOSAL

<p>Proposer shall include their proposed Fee and Percentage Markups for the Construction and Change Order work. See Part 1, Section 1.7 for description of Lump Sum Price components. The Fee and Percentage Markups will be evaluated based on the following subfactors, in descending order of priority as listed in Part 2 of the RFP.</p>	
<p>1) Proposed maximum overall project overhead percentage markup for Indirect Costs that is applied to or to multiply the direct cost of work. It is UTA intent that this markup percentage would include all of the following items: All Insurance (i.e. Commercial General Liability, Automobile Liability, Umbrella, Builder’s Risk, Pollution (Contractor’s and Legal), Worker’s Compensations and Employee Liability, etc.; Bond (i.e. Performance Bonds, Payment Bonds, Warranty Bonds, Subcontractor Bonds, etc.); Warranty Obligations; Incidental Overtime; Other Indirect Costs; and any other add on percentages (not otherwise called out) such as for salaried project supervision, salaried field personnel, permits, quality program, safety program, testing, temporary facilities, field office and supplies, storage facilities, temporary scaffolding and platforms, equipment mobilization and demobilization, winter protection, temporary facilities, professional services, field engineering and survey layouts, DEB/outreach programs, final cleaning, or commissioning for the construction phase that are used to multiply direct expenses. (Identify separate percentages for each.) This is not the multiplier or burden applied to base labor wages to arrive at typical billing rates. That multiplier or burden is to be entered separately below.</p>	<p>[List separate percentages for each item and also Insert a total overall percentage] <u>7.00</u> %</p>
<p>1a) Proposed project percentage for Risk. Contractor’s percentage markup to cover risk and contractor’s contingency is to be listed separate from item 1).</p>	<p>[Insert percentage] <u>1.50</u> %</p>
<p>2) Proposed Contract Fixed Fee Percentage for Profit and Corporate General and Administrative Costs- The fixed fee percentage will be applied to actual subtotal construction costs (direct, indirect and risk) and also to owner initiated change orders at the Contractor level to arrive at the actual total construction cost.</p>	<p>[Insert percentage] <u>1.95</u> %</p>
<p>3) Proposed maximum markup percentage rate for subcontractors and materials suppliers for construction phase to arrive at their direct cost. (Identify separate percentage if different percentages are used for each.)</p>	<p>[Insert percentage] <u>10.00</u> %</p>
<p>4) Proposed maximum proposed markup percentage of all tier levels of subcontractors and material suppliers during the construction phase to arrive at the appropriate direct cost.</p>	<p>[Insert percentage] <u>15.00</u> %</p>
<p>5) Proposed multiplier or burden applied to base labor wages to arrive at typical billing rates for contractor’s personnel. List different rates for different labor classification as appropriate. These percentages will not be used in the evaluation of Proposers but is required for UTA to understand the other pricing elements submitted. UTA reserves the right to use these rates in negotiations with the successful proposer.</p>	<p>[Insert percentage] <u>50.00</u> %</p>

End Addendum 2

OVERALL PERCENTAGE BREAKDOWN

Commercial General Liability/Auto/Umbrella	0.65%
Builder's Risk Insurance	0.47%
Pollution Insurance	0.15%
Worker Compensations/Employee Liability	Included with Project Staff
Payment & Performance Bond	0.60%
One Year Maintenance Bond	Included with Bond
GC Staff Overtime	Included with Project Staff
Project Management Staff	2.66%
General Requirements	1.15%
Testing	0.55%
Environmental Testing	0.25%
Building Permits & Plan Check	0.52%
Warranty Program	Included with General Requirements
Temporary Office/Facilities	Included with General Requirements
Quality Program	Included with Staff/GR
Safety Program	Included with Staff/GR
DBE Outreach	Included with Preconstruction
Winter Protection for GC Items	Included with General Requirements
Final Cleaning	Included with General Requirements
Commissioning GC Coordination/Documentation	Included with Staff/GR
Total	7.00%

Items to be included with Subcontractor:

Subcontractor Overtime
 Subcontractor Permits
 Material Storage Facilities
 Scaffolding and Platforms
 Equipment Mobilization / Demobilization
 Winter Protection for Trade Scope of Work
 Survey and Layout
 Commission Trade Coordination

* Fees above are base on Big-D self-performing concrete per market rate

**Exhibit B to Construction Services Agreement
Utah Transit Authority
Project Minimum Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract, and for 6 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Commercial general liability (“CGL”) insurance for all operations in a form providing coverage not less than that of standard commercial general liability insurance. The CGL insurance shall be on an occurrence form and cover all operations of the contractor and its subcontractors, including independent contractors. The CGL insurance shall, at a minimum, provide coverage for bodily injury, products and completed operations coverage, contractual liability and personal injury liability with limits not less than:
 - a. \$10 million per occurrence for bodily injury and property damage, with a maximum deductible or self-insured retention of \$100,000.
 - b. \$10 million per occurrence for products/completed operation coverage.
 - c. \$2 million per occurrence for personal and advertising injury and contractual liability.The CGL insurance shall not have any coverages that delete or deny coverage including, but not limited to, ISO Form 2294. The contractor shall obtain approval of the CGL policy from UTA prior to executing the contract.
2. **Automobile Liability:** Automobile liability insurance covering bodily injury and property liability exposures relating to all owned, hired or non-owned autos used in conjunction with the contract work. Such insurance shall have a combined single limit of not less than \$5 Million.
3. **Workers’ Compensation:** Worker’s compensation insurance as required by the State of Utah, with statutory limits, and employers’ liability insurance with a limit of no less than \$500,000 each accident, \$500,000 disease-policy limit and \$500,000 disease-each employee.

If the contractor maintains higher limits than the minimums shown above, UTA requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to UTA.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by UTA. At the option of UTA, either: the contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects UTA, its officers, officials, employees, and volunteers; or the contractor shall provide a financial guarantee satisfactory to UTA guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Excepting the worker's compensation and professional liability policies, UTA and their respective officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the contractor. General liability coverage can be provided in the form of an endorsement to the contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the contractor's insurance coverage shall be primary insurance as respects UTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by UTA, its officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to UTA.

Claims Made Policies

If any coverage must be written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to UTA for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to UTA.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of UTA for all work performed by the contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish UTA with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and

endorsements are to be received and approved by UTA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them. UTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require subcontractors to maintain insurance policies that are appropriate for their respective subcontracted scope, but which shall in all events meet the following minimum requirements: (i) commercial general liability with limits no less than \$2 million occurrence; (ii) auto liability insurance with a combined single limit of no less than \$2 million; (iii) workers' compensation meeting statutory requirements; (iv) employers' liability of no less than \$1 million; (v) professional liability (if applicable to the scope to be performed by the subcontractor) of no less than \$2 million. Contractor shall ensure that Utah Transit Authority is an additional insured on insurance required from subcontractors. For commercial general liability coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. Contractor may adopt a Contractor Controlled Insurance Program to meet this requirement. Contractor shall remain liable for all claims, lawsuits, losses and expenses that exceed such limits and for all uninsured claims and losses. The minimum insurance requirements for Contractor and subcontractors shall not in any way be construed as a maximum limitation on Contractor's liability or indemnity obligations under the contract.

Special Risks or Circumstances

UTA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.



ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO9829035-07	02/01/2018	01/01/2019	02/01/2018	0726293		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: BIG-D CORPORATION

Address (including ZIP Code):

404 WEST 400 SOUTH

SALT LAKE CITY, UT 84101

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:
Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: BAP9829036-07

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: BIG-D CORPORATION

Endorsement Effective Date: 02/01/2018

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II -- Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I -- Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: BAP9829036-07

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: BIG-D CORPORATION

Endorsement Effective Date: 02/01/2018

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

1. Waiver Type

Specific Waiver/Specific Job in Favor of:

Job Description:

OR

Blanket Waiver

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.

2. Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 1/1/2018
Insured: Big D Corporation
404 West 400 South
Salt Lake City, UT 84101

Policy No. 2293327

Endorsement No. NA

Insurance Company: Workers Compensation Fund
100 West Towne Ridge Parkway (9620 South)
Sandy, Utah 84070

Countersigned by _____

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because AZ, CA, CO, ID, MT, NM & NV are shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Waiver Type

Specific Waiver/Specific Job in Favor of:

Job Description:

OR

Blanket Waiver

Any person or organization for which the named insured has agreed by written contract to furnish this waiver.

2. Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 1/1/2018
 Insured: **Big D Corporation**
 404 West 400 South
 Salt Lake City, UT 84101

Policy No. 2301693

Endorsement No.

Insurance Company: Advantage Workers.
 Compensation Ins. Co

Countersigned
 By: _____

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING EXECUTION OF CHANGE ORDER WITH
ROCKY MOUNTAIN SYSTEMS SERVICES**

R2018-08-05

August 22, 2018

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

WHEREAS, the Authority's Board of Trustees ("Board") passed Resolution R2018-05-09 on May 23, 2018 Granting Contract and Expenditure Authority ("Resolution"); and

WHEREAS, the Resolution requires the Board to approve change orders if the total value of the contract is equal to or greater than \$1,000,000 after review and recommendation for approval by the Board's Finance and Audit Committee; and

WHEREAS, the change order with Rocky Mountain Systems Services, attached as Exhibit A, which will implement additional features on the Authority's positive train control system, including some of which are mandated by the Federal Railroad Administration, replace equipment at Ogden to Pleasant View locations, resolve legacy product and design issues, adjust for limited dynamic test windows, and extend contract completion dates to September 20, 2019, has a value of \$3,326,771 and has been reviewed and recommended for approval by the Board's Finance and Audit Committee; and

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

1. That the Board hereby approves the change order with Rocky Mountain Systems Services for scope changes in the Authority's positive train control system as set forth in Exhibit A.
2. The Board authorizes the Executive Director and his designee(s) to execute the change order in substantially the same form as the exhibit to this Resolution.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the change order with Rocky Mountain Systems Services.

4. That the corporate seal be attached hereto.

Approved and adopted this 22nd day of August 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 22nd day of August, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 8/22/2018

Action Requested: Motion to forward the contract to the Board for approval

Criteria: Change-order brings total contract value to \$1,000,000 or more

Contract #: 14-17TH **Contract Title:** Positive Train Control

Project Manager: Dan Hofer **Contract Administrator:** Pat Postell

Impacted Areas: State of Good Repair **Included in budget?** Yes

Procurement method: Best value (RFP) **Contractor:** Rocky Mountain Systems Services

Sole-Source Reason: **Total Contract Value** \$ 30,085,295

Contract start date: 10/6/2014 **Contract end date:** 9/30/2019

Number of responding firms: N/A **Next Lowest Bidder:** N/A

Detailed Description & Purpose:

This change order is for scope changes and contract time extension. The Positive Train Control System for the FrontRunner was required by law. The continuous Cab Signaling system with Automatic Train Control system currently in place provides train separation and signal speed enforcement functions, including stop signal enforcement. The system provides the foundation for safe movement of trains throughout the FrontRunner Corridor. This change order will: Implement feature additions, including some of which are FRA-mandated; replace iVPI equipment with ElectroLogIXS at Ogden to Pleasant View locations; resolve certain legacy product and design issues; adjust for limited dynamic test windows; and extend contract completion dates.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

Attachments: Contract routing sheet attached? No

Other attachments? (list) - CCC



CONTRACT ROUTING SHEET

Agenda Item No.:
 Board Review Date: 8/22/2018

CONTRACT SECTION

- 1) Contract/P.O. No. 14-17TH (Assigned by Purchasing) Contract Administrator: Pat Postell
 Project Manager: Dan Hofer
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Option G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification)
 RFP (Best-value) Sole source Other: _____
- 4) Contract Title Positive Train Control - Change Order
- 5) Description / Purpose (of contract or project) This is a change order for scope changes and a contract time extension.
- 6) Contractor Name Rocky Mountain Systems Services
- 7) Effective Dates Beginning: 10/06/14 Ending: 09/30/19
- 8) Option to renew? Yes No Renewal terms _____

FINANCIAL SECTION

- 9) Total Board Approval Amount:
- | | |
|---|-----------------|
| 9a) Current Contract Value: | \$26,758,524.00 |
| 9b) Amendment Amount: | \$3,326,771.00 |
| 9d) New Contract Value (including all amendments) | \$30,085,295.00 |
- 9e) Is the amount an estimate? Yes No
 (Estimate if per transaction cost)

9f) If estimated, how was the estimate calculated? _____

- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code 40-3122.68912 Capital Project Code _____
- 12) Budgeted? Yes No Budget amount: _____
- 13) Will this contract require support from another department? Yes No
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? Yes No

SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<input type="text"/>	<u>Bart Simmons</u>
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Bryan Steele</u>
IT Review (IT software or hardware)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Abe Kololli</u>
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Dan Hofer</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="text"/>	<u>Paul Edwards</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Steve Meyer</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	

If Yes, route to the Sr. Supply Chain Manager for board meeting agenda and approval

Utah Transit Authority
 669 West 200 South
 Salt Lake City, Utah 84101
 Phone: (801) 741-8885
 Fax: (801) 741-8892



CHANGE ORDER

No. 14

TITLE: Scope Changes and Contract Time Extension
 PROJECT/CODE: MSP122 - Positive Train Control (PTC)
 TO: Rocky Mountain Systems Services
 ATTN: Dan Meservey

DATE: 8/17/2018
 This is a change order to
 CONTRACT No: UT14-017TH

DESCRIPTION OF CHANGE: Brief scope, references to scope defining documents such as RFIs, submittals, specified drawings, exhibits, etc.

This Change Order will address the following items:
 No Code Proceed Single Point of Failure Resolution -
 This is the procurement, installation and commissioning of a radio system on UTA's FrontRunner vehicles that addresses the FRA's requirement for a two-step process for certain operations.
 ATC Cutout Switch Relocation -
 The ATC cutout switch will be relocated from its current position to a position in both the locomotives and cab cars that will require the train operator to physically stand up and move from the operator seat to reach the switch. This will address FRA's concern about operators being able to throw the switch from their chair.
 Remote Cab Disable Provo and Ogden -
 RMSS scope includes design, furnish, install, and test of certain elements of work for a solution to remotely and temporarily disable cab signals in terminal tracks that are frequently used for cab signal self-tests.
 Revenue Service Demonstration (RSD) Support -
 RMSS scope includes the following activities in support of the Revenue Service Demonstration of PTC on the FrontRunner North segment, planned to occur in late 2018: Continued on next page

Direction or Authorization to Proceed (DAP) previously executed: YES ___ NO X

It is mutually agreed upon, there is a schedule impact due to this Change order: YES ___ NO X

The amount of any adjustment to time for Substantial Completion and/or Guaranteed Completion or Contract Price includes all known and stated impacts or amounts, direct, indirect and consequential, (as of the date of this Change Order) which may be incurred as a result of the event or matter giving rise to this Change Order. Should conditions arise subsequent to this Change Order that impact the Work under the Contract, including this Change Order, and justify a Change Order under the Contract, or should subsequent Change Orders impact the Work under this Change Order, UTA or the Contractor may initiate a Change Order per the General Provisions, to address such impacts as may arise.

Current Change Order		Contract		Schedule	
Lump Sum:	\$3,326,771	Original Contract Sum:	\$24,864,670	Final Completion Date Prior to This Change:	9/30/2018
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$1,893,854	Contract Time Change This Change Order (Calendar Days):	365
Cost Plus:	-	Previous Project Total:	\$26,758,524	Final Completion Date as of This Change Order:	9/30/2019
Total:	\$3,326,771	Net Change This Change Order:	\$3,326,771		
		Current Project Total:	\$30,085,295		

ACCEPTED:

By: _____
 Date: _____
 Daniel Hofer
 Project Manager

By: _____
 Date: _____
 Mary Deloretto
 Director of Capital Projects

By: _____
 Date: _____
 Dan Meservey
 Rocky Mountain Systems Services

By: _____
 Date: _____
 Teresa Pickett
 Procurement

By: _____
 Date: _____
 Bart Simmons
 Legal

By: _____
 Date: _____
 W. Steve Meyer
 Interim Executive Director

Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101
Phone: (801) 741-8885
Fax: (801) 741-8892



CHANGE ORDER

No. 14

TITLE: Scope Changes and Contract Time Extension

DATE: 8/17/2018

PROJECT/CODE: MSP122 - Positive Train Control (PTC)

This is a change order to
CONTRACT No: UT14-017TH

TO: Rocky Mountain Systems Services

ATTN: Dan Meservey

DESCRIPTION OF CHANGE: Brief scope, references to scope defining documents such as RFIs, submittals, specified drawings, exhibits, etc.

Continued from previous page

- a. Preparation of the RSD Application
- b. Technical field support for up to 60 calendar days of the initial RSD phase.

Resolution of Legacy Issues -

Due to complexities with the hardware on FrontRunner South, this will essentially require the complete redesign and installation of the PTC software. This portion of the change order are the efforts needed to implement the necessary fix on the south end of FrontRunner.

ElectroLogIXS Upgrades Ogden to Pleasant View -

There are three locations on FrontRunner North where UTA has iVPI equipment currently in place. Due to long lead items and a lack of spare equipment, it is in UTA's best interest to convert these three locations to ElectroLogIXS system and take the iVPI equipment and convert those to spares for UTA.

iVPI Temporary Dummy Equations Provisional Sum -

In order to make the necessary fixes to FrontRunner South, UTA must either receive a new upgraded version of the software from Alstom, which has not been promised until January 1, 2019 at the earliest, or UTA will need to make some minor tweaks to the existing software equations until the new software is available. This provisional sum will be used if UTA reaches a point where it can no longer wait for the updated software and must proceed with these minor software reconfigurations. New contract dates will be 12/31/18 for substantial completion, 6/30/19 for revenue operations and 9/30/19 for final completion.