# Utah Transit Authority

## Board of Trustees

## REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

**Wednesday, April 27, 2022** **9:00 AM** **FrontLines Headquarters**

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

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

| | | |
|---|---|---|
| **1.** | **Call to Order and Opening Remarks** | Acting Chair Jeff Acerson |
| **2.** | **Pledge of Allegiance** | Acting Chair Jeff Acerson |
| **3.** | **Safety First Minute** | Alisha Garrett |
| **4.** | **Public Comment** | Acting Chair Jeff Acerson |
| **5.** | **Consent** | Acting Chair Jeff Acerson |
| | a. Approval of April 13, 2022 Board Meeting Minutes | |
| | b. Audit Committee Charter Approval | |
| **6.** | **Reports** | |
| | a. Executive Director's Report<br>- Employee Commendation - Penny Ann Murch<br>- Employee Commendation - Wade Brazleton | Jay Fox |
| | b. Investment Report - First Quarter 2022 | Emily Diaz |
| **7.** | **Resolutions** | |
| | a. R2022-04-01 - Resolution Granting General Expenditure and Disbursement Authority to Non-Inventory Vendors | Troy Bingham |
| | b. R2022-04-02 - Resolution Granting General Expenditure and Disbursement Authority for Specific Part Inventory and Uniform Vendors | Troy Bingham |

**8. Contracts, Disbursements and Grants**

| | | |
|---|---|---|
| a. | Contract: On-Call Material Testing Services (CMT Engineering Laboratories) | Jared Scarbrough<br>Dane Cooley |
| b. | Contract: Cutaway Bus Purchase (Lewis Bus Group) | Kyle Stockley |
| c. | Contract: Task Ordering Agreement for Architectural Consultant Services Pool (AECOM Technical Services, Inc.) | Hal Johnson |
| d. | Contract: Code Vulnerability Management Software (Talrace) | Kyle Brimley |
| e. | Contract: Life and Disability Insurance Services - Administrative and Bargaining Unit Employees (Lincoln Financial Group) | Ann Green-Barton |
| f. | Contract: Dental Insurance Services - Administrative and Bargaining Unit Employees (EMI Health) | Ann Green-Barton |
| g. | Contract: Medical Insurance Services - Administrative Employees (SelectHealth) | Ann Green-Barton |
| h. | Contract: Medical Insurance Services - Bargaining Unit Employees (SelectHealth) | Ann Green-Barton |
| i. | Contract: Medical Insurance Services - Administrative Employees (Public Employers Health Plan) | Ann Green-Barton |
| j. | Contract: Medical Insurance Services - Bargaining Unit Employees (Public Employers Health Plan) | Ann Green-Barton |
| k. | Change Order: Traction Power Sub Station (TPSS) Rehabilitation Change Order #004 - Additional DC Breakers (C3M Power Systems) | Jared Scarbrough |
| l. | Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-55 - Garfield Tie and Ballast Replacement (Stacy and Witbeck, Inc) | Jared Scarbrough<br>Kyle Stockley |

**9. Budget and Other Approvals**

| | | |
|---|---|---|
| a. | TBA2022-04-01 - Technical Budget Adjustment for Capital Budget and 2021 Carryover Report | Bill Greene<br>Daniel Hofer |

**10. Discussion Items**

a. UTA On Demand Service — Jaron Robertson

b. Transportation Network Company Partnerships with Lyft and Uber — Jaron Robertson, Cindy Medford

**11. Other Business** — Acting Chair Jeff Acerson

a. Next Meeting: Wednesday, May 11th, 2022 at 9:00 a.m.

**12. Adjourn** — Acting Chair Jeff Acerson

**Meeting Information:**

- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed.
- For in-person attendance please consider current CDC COVID-19 guidelines and do attend if you are not feeling well.
- Meeting proceedings may be viewed remotely by following the meeting portal link on the UTA Board Meetings page - https://www.rideuta.com/Board-of-Trustees/Meetings
- In the event of technical difficulties with the remote live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location.
- Public Comment may also be given through alternate means. See instructions below.
    - o Comment online at https://www.rideuta.com/Board-of-Trustees
    - o Comment via email at boardoftrustees@rideuta.com
    - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
    - o Comments submitted before 2:00 p.m. on Tuesday, April 26th will be distributed to board members prior to the meeting.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.
- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

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

**TITLE:**

**Approval of April 13, 2022 Board Meeting Minutes**

**AGENDA ITEM TYPE:**
Minutes

**RECOMMENDATION:**
Approve the minutes of the April 13, 2022 Board of Trustees meeting

**BACKGROUND:**
A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Board Meetings page on Wednesday April 13, 2022 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the Utah Public Notice Website <https://www.utah.gov/pmn/sitemap/notice/747473.html> and video feed is available through the UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>.

**ATTACHMENTS:**
1. 2022-04-13_BOT_Minutes_unapproved

# Utah Transit Authority

## Board of Trustees

## MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

**Wednesday, April 13, 2022** **9:00 AM** **FrontLines Headquarters**

**Present:** Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

**1. Call to Order and Opening Remarks**

Chair Christensen welcomed attendees and called the meeting to order at 9:01 a.m.

**2. Pledge of Allegiance**

Attendees recited the Pledge of Allegiance.

**3. Safety First Minute**

Beth Holbrook, UTA Trustee, delivered a brief safety message.

**4. Public Comment**

No in person or online public comment was received for the meeting.

**5. Consent**

**a. Approval of March 23, 2022 Board Meeting Minutes**

**b. Canadian Travel Approval**

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

**6. Reports**

**a. Executive Director's Report**

- **FrontRunner Service - Removal of Comet Cars**
- **Employee Commendation - Officer Nicole Ravens**
- **Bus Maintenance Roadeo**

**FrontRunner Service - Removal of Comet Cars**

Jay Fox, UTA Executive Director, announced the Comet cars will be removed from the FrontRunner train sets beginning Monday, April 18. The cars are 50 years old and difficult to maintain as parts are no longer available. There are benefits to removing the cars, such as fewer delays, improved train acceleration/deceleration, and an annual

savings of $600,000-800,000. Mr. Fox said the agency will retain the Comet cars to be used if needed for special events, though he also noted the Bombardier bi-level cars could also be used for this purpose.

Mr. Fox indicated the timing of the Comet car removal is related to the need to adjust platforms for the FrontRunner Forward improvements. The platform at the new Vineyard Station, which will be opening later this year, will not accommodate the Comet cars.

Mr. Fox added the agency will continue to thoroughly clean the FrontRunner vehicles and provide masks to riders who wish to wear them to allay concerns with more people sitting closer together on the train cars.

Discussion ensued. Questions on level boarding for all train cars, timeline for modifying platforms, cleaning practices, and special event options were posed by the board and answered by staff.

**Employee Commendation - Officer Nicole Ravens**
Mr. Fox was joined by Dallin Taylor, UTA Acting Police Chief. Acting Chief Taylor recognized Officer Ravens for assisting a man in a wheelchair on a UTA platform who was having suicidal thoughts and then had a subsequent medical emergency. Officer Raven recognized the medical emergency was due to a drug overdose and administered Narcan. Her actions saved the man's life.

**Employee Commendation - Operator Frosty McWilliams**
Mr. Fox recognized UTA Paratransit Operator Frosty McWilliams, who assisted a customer with sight impairments when she fell into a partially covered manhole after exiting a paratransit vehicle.

**Bus Maintenance Roadeo**
Mr. Fox was joined by Cherryl Beveridge, UTA Acting Chief Operating Officer, and Lorin Simpson, UTA Regional General Manager - Salt Lake Business Unit. Mr. Simpson recognized the team that planned the UTA Bus Maintenance Roadeo and those who participated in it. The Meadowbrook team, which is comprised of Christian Shelley, Jason Ball, and Gabe Romero, took first place in the roadeo.

**First 90 Days**
Mr. Fox remarked today is his 93rd day with the agency. He expressed appreciation to the employees for giving him an exceptionally warm welcome.

**b. Free Fare February Report**

Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, was joined by Bill Greene, UTA Chief Financial Officer; Ms. Beveridge; Acting Chief Taylor; and Megan Waters, UTA Community Engagement Manager. Ms. Waters provided an overview of the Free Fare February (FFF) initiative and recognized the local governments, partner agencies, and

community stakeholders that provided funding. She reviewed ridership numbers and trends during the FFF initiative, noting ridership increased across all modes, except on the Utah Valley Express (UVX), which already has a locally sponsored free fare in place. Ms. Waters mentioned the information from FFF will be used to inform UTA's planning efforts.

Ms. Waters also highlighted the results of the rider surveys distributed during FFF. The surveys revealed:

- 95.2% of survey participants were aware that all UTA services were free during February
- 21.8% of survey participants were new to riding UTA
- 53.4% of all survey participants and 72.1% of new rider survey participants were riding UTA because it was free
- The top reason for riding of all survey participants was work, while the top reason for riding of new rider survey participants was entertainment
- 75.1% of all survey participants and 80.7% of new rider survey participants would ride UTA more frequently if the services were free
- 81.8% of the open-ended survey comments were positive, 10.6% were neutral, and 7.4% were negative

Ms. Waters went on to discuss positive and negative public comment themes, customer service and police metrics, and the estimated environmental impact of FFF. She concluded by summarizing the key findings from the FFF data. The full report is available at www.rideuta.com/freefare <http://www.rideuta.com/freefare>.

Discussion ensued. Questions on decreased call volume to the police during FFF, reconciliation of sponsored funding with revenue, increased cleaning efforts, unexpected results, and potential new markets were posed by the board and answered by staff.

**c. Financial Report - February 2022**

Bill Greene, UTA Chief Financial Officer, was joined by Brad Armstrong, UTA Senior Manager - Budget & Financial Analysis. Mr. Armstrong reviewed the financial dashboard, sales tax revenue, sales tax collections by county, passenger revenues, stimulus funding, and operating financial results.

Discussion ensued. Questions on capital reserves and utility inflation were posed by the board and answered by Mr. Armstrong.

**7. Contracts, Disbursements and Grants**

**a. Contract: SD160 Gearbox Overhaul for Light Rail Overhaul Program (Voith US Inc.)**

David Hancock, UTA Acting Director of Capital Development, was joined by Kyle Stockley, UTA Rail Infrastructure Project Manager. Mr. Stockley asked the board to approve a $2,374,400 contract with Voith US Inc. for the overhaul of 72 SD160 gearboxes and 90 kits (note: the totals in these minutes are correct and differ from the memorandum included in the meeting packet).

Discussion ensued. A question on the date of purchase of the SD160 vehicles was posed by the board and answered by staff.

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

**b. Contract: Task Ordering Agreement for Architectural Consultant Services Pool (FFKR Architects Technical Services, Inc.)**

Hal Johnson, UTA Manager - Project Research & Development, indicated the agency intends to establish an architectural consultant services pool to address facilities needs outlined the UTA Facilities Strategic Plan. He asked the board to approve a five-year with FFKR Architects Technical Services, Inc. and a five-year contract with CRSA, Inc. as part of this effort. The contracts will be master task ordering agreements that will start with a value of $0 and be increased with the issuance of individual task orders. All task orders will be brought to the board for approval based on the thresholds established in policy.

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

**c. Contract: Task Ordering Agreement for Architectural Consultant Services Pool (CRSA, Inc.)**

(Note: for details on this contract, see the immediately preceding agenda item in these minutes.)

Prior to voting on this contract, the board inquired about building assignments for the different architectural firms in the consultant services pool.

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

**d. Change Order: Timekeeping System - Additional Implementation Cost and On-going Maintenance (Kronos Incorporated)**

Mr. Greene requested the board approve a $198,547.89 change order to the contract with Kronos Incorporated for additional implementation costs and ongoing maintenance to the timekeeping system. The total contract, including the change order, is $686,068.61.

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

**e. Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-37 - University S-Curve Replacement (Stacy and Witbeck, Inc)**

Mr. Hancock was joined by Mr. Stockley and Jared Scarbrough, UTA Acting Director of Capital Construction. Mr. Stockley provided an overview of the need for the University of Utah S-curve replacement, which is a major project with significant operational impacts and community disruption. Completion will take approximately 48 days. Extensive communication and coordination efforts are underway. The change order, which is for task order #22-37, has a value of $5,326,888. The total contract value, including the change order, is $14,785,457.

Discussion ensued. Questions on current noise levels on the curve, rail replacement process, ballast, demolition, coordination with the University of Utah, traffic impacts, projected construction dates, rider boarding and landing locations during construction, and hours of construction were posed by the board and answered by staff.

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

**f. Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-41 - Grade Crossing Replacement at Cottonwood Street on the Mid-Jordan Line (Stacy and Witbeck, Inc)**

Mr. Stockley requested the board approve a $244,217 change order to the contract with Stacy and Witbeck, Inc for a grade crossing replacement at Cottonwood Street on the Mid-Jordan Line (Red Line). The total contract value, including the change order, is $15,263,266.

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

**g. Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-44 - Grade Crossing Replacement at East 9th Ave on the Mid-Jordan Line (Stacy and Witbeck, Inc)**

Mr. Stockley asked the board to approve a $204,448 change order to the contract with Stacy and Witbeck, Inc for a grade crossing replacement at East 9th Avenue on the Mid-Jordan Line (Red Line). The total contract value, including the change order, is $15,965,041.

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

**h. Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-45 - Grade Crossing Replacement at Pioneer Road on the Blue Line (Stacy and Witbeck, Inc)**

Mr. Stockley requested the board approve a $684,618 change order to the contract with Stacy and Witbeck, Inc for a grade crossing replacement at Pioneer Road on the Blue Line. The total contract value, including the change order, is $16,649,659.

Discussion ensued. A question on the price differential between this task order and the other task orders on the agenda was posed by the board an answered by Mr. Stockley.

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

**i. Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-46 - Grade Crossing Replacement at 2200 West on the Mid-Jordan Line (Stacy and Witbeck, Inc)**

Mr. Stockley asked the board to approve a $251,783 change order to the contract with Stacy and Witbeck, Inc for a grade crossing replacement at 2200 West on the Mid-Jordan Line (Red Line). The total contract value, including the change order, is $16,901,442.

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

**j. Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-47 - Grade Crossing Replacement at Lester Street on the West Valley Line (Stacy and Witbeck, Inc)**

Mr. Stockley requested the board approve a $226,542 change order to the contract with Stacy and Witbeck, Inc for a grade crossing replacement at Lester Street on the West Valley Line (Green Line). The total contract value, including the change order, is $17,127,984.

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

**k. Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-48 - Grade Crossing Replacement at Maple Way on the West Valley Line (Stacy and Witbeck, Inc)**

Mr. Stockley asked the board to approve a $219,347 change order to the contract with Stacy and Witbeck, Inc for a grade crossing replacement at Maple Way on the West Valley Line (Green Line). The total contract value, including the change order, is $17,347,331.

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

Chair Christensen called for a break at 10:40 a.m.

The meeting reconvened at 10:49 a.m.

**8. Service and Fare Approvals**

**a. Sponsored Service and Complementary Fare: Salt Lake Marathon Service and Pass Agreement (High Altitude Special Events "HASE")**

Camille Glenn, UTA Manager - Light Rail Operations, was joined by Kensey Kunkel, UTA Manager - Business Development & Sales. Staff requested the board approve a sponsored service and complimentary fare agreement with High Altitude Special Events (HASE) for supplemental service during the Salt Lake Marathon as well as passes for participants. The estimated value of the service is $11,995 and the estimated value of the transit fare is $8,963. The cost of the service will be paid to UTA and the cost of the fare will be offset by in-kind marketing provided by HASE in accordance with policy.

Discussion ensued. Questions on running service outside the standard service window, reimbursement for additional service, and race start point were posed by the board and answered by staff.

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

**b. Fare Agreement: Ski Bus Service - Amendment 2 (Snowbasin Resort Company)**

Michelle Wallace, UTA Acting Regional General Manager - Mt. Ogden Business Unit, was joined by Ms. Kunkel. Staff asked the board to ratify amendment 2 to the 2021-2022 ski bus service contract with Snowbasin Resort Company for one week of additional ski bus service through Sunday, April 3, 2022. The value of amendment 2 is $2,487 and the total contract value, including the amendment, is $95,164.

Discussion ensued. Chair Christensen suggested including seasonal extension clauses in the ski bus agreements moving forward.

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

**9. Other Approvals**

**a. UTA Policy - UTA.05.04 Administrative Employee Compensation Program**

Kim Shanklin, UTA Chief People Officer, summarized changes to the policy which will allow the agency to address the unique challenges associated with the current labor market. She indicated the policy will be reviewed again after the total compensation analysis that is currently being performed is complete. Consequently, major changes to the base compensation system were deferred to a future time.

Key changes to the policy include:

- Updates to the purpose of the policy, which is market-driven and merit performance-based
- Updates to titles
- Updates to the definition of UTA's labor market, which benchmarks against transit, government, and non-profit entities
- Removal of definitions that are no longer relevant
- Moving some process pieces to standard operating procedures (SOPs)
- Clarifying and adding flexibility to starting wages
- Changing the internal equity study process
- Removing the section on labor costs related to paying overtime to exempt employees under certain circumstances

Discussion ensued. Questions on vacation and leave, pension treatment for returning employees, choice to defer the compensation analysis, timeline for implementing change once the analysis is complete, and communication strategy for managers were posed by the board and answered by staff. Trustee Holbrook expressed concern about deferring the compensation analysis because it puts UTA in a reactive position. She also recommended immediate communication of the policy revisions to managers.

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

**10. Discussion Items**

**a. TOD Design Guidelines**

Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, was joined by Jordan Swain, UTA Transit-Oriented Development Project Manager. Staff reviewed the history of the transit-oriented development (TOD) design guidelines and the need for an update. They discussed the findings from stakeholder workshops on the design guidelines and highlighted opportunities. The revised guidelines will support recently passed legislation and emphasize land use and station access.

Discussion ensued. Questions on multimodal station access for smaller communities, maintaining community culture, and grandfathering design guidelines for properties with an existing master development agreement were posed by the board and answered by staff. Chair Christensen suggested adding an infrastructure analysis to the design guidelines to help cities identify impacts related to development (e.g., sewer, power, fiber, etc.). He also recommended including accommodations for pets, specifically dogs. Trustee Holbrook suggested refining the parking demand analysis.

**b. UTA Small Area Studies**

Russ Fox, UTA Director of Planning, was joined by Eric Callison, UTA Manager - Service Planning. Staff outlined the objectives of the small area studies, which include evaluating performance of current transit service, verifying whether current service

plans adequately meet needs, developing recommendations, sharing information about the UTA Five-Year Service Plan, and obtaining input from the community. They then reviewed past, current, and future studies, including:

- Northwest Utah County Transit Study
- South Davis Small Area Study
- Falcon Hill Small Area Study
- West Bench Small Area Study
- Sandy/South Jordan Circulator
- Southwest Salt Lake County

Discussion ensued. A question on areas included in the West Bench Small Area Study was posed by the board and answered by staff. Chair Christensen requested an update on the small area studies as they are completed.

**11. Other Business**

a. Next Meeting: Wednesday, April 27th, 2022 at 9:00 a.m.

**Adjourn**

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to adjourn the meeting. The motion carried by a unanimous vote and meeting adjourned at 12:03 p.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at https://www.utah.gov/pmn/sitemap/notice/747473.html for entire content.

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

Approved Date:

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Carlton J. Christensen
Chair, Board of Trustees

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

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

**TITLE:**

**Audit Committee Charter Approval**

**AGENDA ITEM TYPE:**
Discussion

**RECOMMENDATION:**
Adopt the Audit Committee Charter as reviewed and approved by the Audit Committee.

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

**DISCUSSION:**
UTA's Audit Committee Charter was initially drafted to align with requirements set by the Utah State Auditor's Office and was last reviewed and approved in April 2021. The Audit Committee reviewed a revision to the charter at their meeting on April 19, 2022 and have approved it with a recommendation to the Board to adopt this revision. The revised charter makes only minor language clarifications that 1) appoints the Chair of the Board of Trustees as the Chair of the Audit Committee (as stated in UTA's Bylaws), and 2) clarifies the role of the Audit Committee to approve the annual Internal Audit Plan (as stated in the Internal Audit Charter).

**ALTERNATIVES:**
The Board may make suggestions for further revisions to the charter.

**FISCAL IMPACT:**
None

**ATTACHMENTS:**
Audit Committee Charter (revised April 2022)

# AUDIT COMMITTEE CHARTER

# FOR THE UTAH TRANSIT AUTHORITY

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

The components of this Audit Committee Charter include:

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

## MISSION STATEMENT

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

## COMPOSITION AND REQUISITE SKILLS

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

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

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

## DUTIES AND RESPONSIBILITIES

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

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

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

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

**MEMBERSHIP DUTIES**

The membership duties of the Audit Committee include the following:

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

**MEETINGS AND NOTIFICATIONS**

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

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

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

**DECISION-MAKING PROCESS**

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

## REPORTING REQUIREMENTS

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

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

## CHARTER REVIEW

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

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

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

**TITLE:**

**Executive Director's Report**

- **Employee Commendation - Penny Ann Murch**
- **Employee Commendation - Wade Brazleton**

**AGENDA ITEM TYPE:**
Report

**RECOMMENDATION:**
Informational report for discussion

**DISCUSSION:**
Jay Fox, Executive Director, will report on recent activities of the agency and other items of interest.

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

| | |
|---|---|
| **TO:** | Board of Trustees |
| **THROUGH:** | Jay Fox, Executive Director |
| **FROM:** | Bill Greene, Chief Financial Officer |
| **PRESENTER(S):** | Emily Diaz, Assistant Treasurer |

**TITLE:**

Investment Report - First Quarter 2022

**AGENDA ITEM TYPE:**
Report

**RECOMMENDATION:**
Informational report for discussion

**BACKGROUND:**
The Board of Trustees Policy No. 2.1, Financial Management, authorizes the Treasurer to manage the investment of all non-retirement Authority funds in compliance with applicable laws and requires the Chief Financial Officer to prepare and present to the Board a summary of investments, investment activity, and investment performance compared to benchmarks as soon as practical after the end of each calendar quarter. The First Quarter 2022 Investment Report has been prepared in accordance with the Financial Management Policy and is being presented to the Board.

**DISCUSSION:**
As of March 31, 2022, the benchmark return (T-Bill) was 0.52%. Investment returns at the State of Utah's Public Treasurer's Investment Fund (PTIF) (0.53%) and Chandler Asset Management (0.89%) exceeded the benchmark return. Investment returns in the overnight account at Zions Bank (0.20%) were below the benchmark return. The blended portfolio return rate of 0.58% exceeded the benchmark rate by 5.5 basis points (0.055%).

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

**ALTERNATIVES:**
N/A

**FISCAL IMPACT:**
N/A

**ATTACHMENTS:**
First Quarter 2022 Investment Report

# Utah Transit Authority

**Investment Portfolio**

**March 31, 2022**

| | | | | | |
|---|---|---|---|---|---|
| Chandler/US Bank UTA | $ | 151,514,226 | 0.89% | $ | 1,348,477 |
| Chandler/US Bank Self Insurance | $ | 8,041,819 | 0.44% | $ | 35,384 |
| Chandler/US Bank Catastrophic Loss | $ | 1,100,363 | 0.43% | $ | 4,732 |
| Zions Bank | $ | 78,794,001 | 0.20% | $ | 157,588 |
| Public Treasurer's Investment Fund | $ | 356,094,111 | 0.53% | $ | 1,880,177 |
| **Total Investments** | $ | 595,544,519 | 0.58% | $ | 3,426,357 |

| | Rates as of Last Trading Day of | | |
|---|---|---|---|
| | January | February | March |
| Chandler Asset Management | 0.320% | 0.620% | 0.890% |
| Public Treasurer's Investment Fund | 0.39% | 0.47% | 0.53% |
| Benchmark Return* | 0.24% | 0.38% | 0.52% |

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

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

**TO:** Board of Trustees
**THROUGH:** Jay Fox, Executive Director
**FROM:** William Greene, CFO
**PRESENTER(S):** Troy Bingham, Comptroller

**TITLE:**

**R2022-04-01 - Resolution Granting General Expenditure and Disbursement Authority to Non-Inventory Vendors**

**AGENDA ITEM TYPE:**
Resolution

**RECOMMENDATION:**
Adopt Resolution 2022-04-01 which grants expenditure and disbursement authority to non-inventory vendors described in Exhibit A

**BACKGROUND:**
Board Policy 2.2 (III)(D)(3) allows the Board to preapprove disbursements to vendors by resolution.

Annually the Board, by resolution, preapproves disbursements for vendors related to payroll, utilities, bond and lease principal and interest, and P-card purchases as well as disbursements over $200,000 if the associated contract was previously approved by the Board.

These disbursements fall into one of the following situations:

- The vendor is a payroll vendor that may require disbursements over $200,000 depending on employee elections of benefits
- The vendor is a utility exempt from procurement but requires payment based on usage that can vary throughout the year
- The vendor is government entity we have a contract with for services but the pricing was not defined in the contract
- The vendor is part of debt obligations and promissory agreements that sometimes require payment over $200,000

**DISCUSSION:**
The list of approved vendors for disbursements over $200,000 are in Exhibit A in the resolution. These vendors were identified because UTA did business with their companies in 2021 that exceed $200,000 and could possibly have similar transactions in 2022.

This resolution provides sufficient disbursement transparency and allows the Authority to pay these vendors in a timely basis.

**ALTERNATIVES:**
UTA would hold any disbursements over $200,000 for these vendors to a subsequent Board meeting for an approval thus delaying timely payments to vendors.

**FISCAL IMPACT:**
None

**ATTACHMENTS:**
R2022-04-01 - Granting General Expenditure and Disbursement Authority to Non-Inventory Vendors1

DocuSign Envelope ID: 752755EB-4FD2-4818-9ACD-08EC4B7B6DD5

# RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY GRANTING CONTRACT AND EXPENDITURE AUTHORITY TO NON-INVENTORY VENDORS

R2022-04-01

April 27, 2022

WHEREAS, the Utah Transit Authority (the "Authority") is a large 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, UTAH CODE §17B-2a-808.1(2)(v) requires the board of trustees of a large public transit district, such as the Authority, to review and approve any contract or expense exceeding $200,000 and any proposed change order to an existing contract if the value of the change order exceeds 15% of the total contract or $200,000; and

WHEREAS, on June 1, 2019 the Board passed Resolution R2019-06-01 establishing Board Policy 2.2 – Contracting Authority and Procurement that defines contracts, change orders and disbursements that must be approved by the Board; and

WHEREAS, Board Policy 2.2 (3)(D)(III) allows the Board to preapprove disbursements equal to or greater than $200,000 by Resolution; and

WHEREAS, on April 14, 2021 the Board of Trustees of the Authority (the “Board”) passed Resolution R2021-04-01 Granting Contract and Expenditure Authority; and

WHEREAS, the Board wishes to amend Resolution R2021-04-01 to update the process to approve contracts, expenses, and change orders.

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

1. That Resolution R2021-04-01 Granting Contract and Expense Authority is hereby superseded.

2. That the Executive Director is authorized to approve payments to vendors in 2022 for the purposes and expenditure ranges described in Exhibit A.

3. That the Executive Director is authorized to approve expenses exceeding $200,000 if the associated contract was previously approved at a regular or special meeting by the Board of Trustees.

4. That the Board hereby ratifies any and all actions taken by Authority management and staff in furtherance of and effectuating the intent of this Resolution.

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That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 27th day of April 2022.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

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

DocuSign Envelope ID: 752755EB-4FD2-4818-9ACD-08EC4B7B6DD5

# Exhibit A

2022 Disbursements Approved for Certain Vendors

| Vendor | Purpose | Annual Amount (based on 2021 actuals) |
|---|---|---|
| **Payroll** | | |
| Amalgamated Transit Union | Union Dues from Employees | 573,590 |
| Cambridge Associates | Pension Contributions | 25,077,086 |
| IRS | Employee Payroll Taxes | 36,433,259 |
| Mutual of America | 457 Plans | 2,834,056 |
| Office of Recovery Services | Utah State Child Support | 445,964 |
| UTA/Joint Insurance Trust | Health insurance (Collective Bargaining) | 27,122,351 |
| Utah State Tax | Employee Payroll Taxes | 6,960,108 |
| Vantagepoint Transfer Agents (Mission Square) | 457 Plans | 6,178,720 |
| **Utilities** | | |
| AT&T ++ | Cellular Connection to Buses | 387,747 |
| Century Link (QWEST) +++ | Internet Connection | 560,331 |
| Dominion Energy (Questar) | Natural Gas | 808,717 |
| FirstNet | Cellular Phone Contract | 517,296 |
| Murray City Utilities | Electric, Water and Sewer | 534,652 |
| Rocky Mountain Power | Electricity | 7,210,909 |
| Salt Lake City Corp. ++ | Electric, Water and Sewer | 200,309 |
| **Payment Methods Under Contract** | | |
| US Bank (P-cards) | Procurement card payment | 8,396,066 |
| US Bank (Voyager Cards) | Fuel Cards for Vanpool, Microtransit, and Police | 951,806 |
| **Government** | | |
| Utah Attorney General's Office | Legal Services | 1,321,679 |
| Utah Local Government Trust | Property Insurance | 466,630 |

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**Debt**

| | | |
|---|---|---|
| J.P. Morgan Chase | 2020-2021 Bus, Paratransit, and Vanpool Lease Payments | 4,245,768 |
| Banc of America Public Capital | 2015-2019 Bus, Paratransit, and Vanpool Lease Payments | 7,676,548 |
| Utah County | 4th Quarter Cent Sales Tax Agreement with Utah County | 13,897,910 |
| Zions Bank | Bond Principal and Interest Payments | 91,988,907 |

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

**TO:** Board of Trustees
**THROUGH:** Jay Fox, Executive Director
**FROM:** William Greene, CFO
**PRESENTER(S):** Troy Bingham, Comptroller

**TITLE:**

**R2022-04-02 - Resolution Granting General Expenditure and Disbursement Authority for Specific Part Inventory and Uniform Vendors**

**AGENDA ITEM TYPE:**
Resolution

**RECOMMENDATION:**
Adopt Resolution 2022-04-02 which grants expenditure and disbursement authority to inventory vendors described in Exhibit A

**BACKGROUND:**
Board Policy 2.2 (III)(D)(3) allows the Board to preapprove disbursements to vendors by resolution.

Annually the Board, by resolution, preapproves disbursements for vendors related to inventory purchases as well as disbursements over $200,000 if the associated contract was previously approved by the Board.

These disbursements occur when the vendor has multiple purchase orders that do not individually exceed the $200,000 purchase threshold that required Board approval, but the payment of invoices on these individual purchase orders occur all at the same time. In these rare situations, Accounting would need to make a disbursement over $200,000.

**DISCUSSION:**
The list of approved vendors for disbursements over $200,000 are in Exhibit A in the resolution. These vendors were identified because UTA did business with their companies in 2021 that exceed $200,000 and could possibly do business in 2022 for a similar amount.

This resolution will allow the Authority to pay these vendors on a timely basis in 2022.

Staff will look into the possibility of large parts supply contracts for Cummins Sales and Services, Gillig Corporation, and Siemens Mobility Inc. in 2022 to mitigate the need for receiving post approval authority for disbursements from the Board in 2023.

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**ALTERNATIVES:**

UTA would hold any disbursements over $200,000 for these vendors to a subsequent Board meeting thus delaying timely payments to vendors.

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**FISCAL IMPACT:**

None

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**ATTACHMENTS:**

R2022-04-02 - Granting General Expenditure and Disbursement Authority for Specific Part Inventory and Uniform Vendors

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# RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY GRANTING GENERAL EXPENDITURE AND DISBURSEMENT AUTHORITY FOR PART INVENTORY AND UNIFORM PURCHASES

R2021-04-02

April 27, 2022

WHEREAS, the Utah Transit Authority (the "Authority") is a large 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, UTAH CODE §17B-2a-808.1(2)(v) requires the board of trustees of a large public transit district to review and approve any contract or expense exceeding $200,000 and any proposed change order to an existing contract if the value of the change order increases the contract value to $200,000 or more or exceeds 15% of the total contract or has a total change or value of $200,000 or more; and

WHEREAS, on June 1, 2019 the Board passed Resolution R2019-06-01 establishing Board Policy 2.2 – Contracting Authority and Procurement that defines contracts, change orders and disbursements that must be approved by the Board; and

WHEREAS, Board Policy 2.2 (3)(D)(III) allows the Board to preapprove disbursements equal to or greater than $200,000 by Resolution; and

WHEREAS, on May 26, 2021 the Board of Trustees of the Authority (the “Board”) passed Resolution R2021-05-01 Granting Contract and Expenditure Authority for parts inventory purchases; and

WHEREAS, the Board desires to create a separate Resolution R2022-04-02 to monitor inventory parts purchases for maintenance and repair, and uniform vendors that perform individual transactions with UTA throughout the year and exceed the $200,000 threshold without an approved contract or change order.

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

1. That Resolution R2022-05-01 Granting Contract and Expenditure Authority for Parts Inventory Purchases is hereby superseded.

2. That the Executive Director is authorized to approve 2022 payments to vendors for supplying the parts inventory based on 2021 purchase levels described in Exhibit A.

3. That the Comptroller is authorized to approve disbursements for parts inventory exceeding $200,000 if the associated vendor is on Exhibit A.

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4. That the Board hereby ratifies any and all actions taken by the Authority's management and staff in furtherance of and effectuating the intent of this Resolution.

That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 27th day of April 2022.

_____
Carlton Christensen, Chair
Board of Trustees

ATTEST:

_____ (Corporate Seal)
Secretary of the Authority

Approved As To Form:

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

R2021-04-02

DocuSign Envelope ID: 71D24555-1561-4FC7-AF49-0D5FC39D1202

# Exhibit A

2022 Disbursements Approved for Inventory Parts and Uniform Vendors

| Vendor | Purpose | 2022 Amounts (based on 2021 actuals) |
|---|---|---|
| ALSTOM SIGNALING, INC. | Signaling Product for Light Rail and Heavy Rail | 281,233 |
| Cummins Sales and Service | Diesel Engine Parts | 1,150,459 |
| DELLNER COUPLERS INC | Light Rail Coupler Parts | 287,483 |
| GILLIG CORPORATION | Bus Parts | 1,509,148 |
| GMT INTERNATIONAL CORP | Rubber Suspension Components for Light Rail | 251,907 |
| IFE NORTH AMERICA LLC | S70 doors for Light rail | 287,798 |
| KAMAN INDUSTRIAL TECH. | Bearings & Motors | 356,378 |
| Kenworth Sales | Bus Parts | 294,224 |
| KNORR BRAKE CORP. | Specialize in Braking System for Rail and Commercial Vehicles | 348,999 |
| L & S Electric Inc. | Rail Equipment Repairs | 261,378 |
| MUNCIE TRANSIT SUPPLY | Commuter Bus Parts | 337,039 |
| POWERRAIL DISTRIBUTION | Remanufacturer of Aftermarket Locomotive Parts | 354,104 |
| SCHEIDT & BACHMANN USA, INC. | Ticket Vending Machine Parts | 260,092 |
| SCHUNK CARBON TECHNOLOGY LLC | Specialize in Carbon, Graphite, Ceramic composite | 277,692 |
| Siemens Mobility Inc | Light Rail Equipment and Repair Parts | 2,638,808 |
| Skaggs Companies, Inc. | Driver Uniforms | 262,028 |
| The Aftermarket Parts Company | Bus Parts | 874,058 |
| VAPOR-STONE RAIL SYSTEMS | Light Rail Parts | 273,102 |
| Wabtec Passenger Transit | Braking System, Couplers & Draft Gears, Electrical Solution for Light and Heavy Rail | 877,973 |

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

| | |
|---|---|
| **TO:** | Board of Trustees |
| **THROUGH:** | Jay Fox, Executive Director |
| **FROM:** | Mary DeLoretto, Chief Service Development Officer |
| **PRESENTER(S):** | Jared Scarbrough, Acting Director of Capital Construction<br>Dane Cooley, Manager of Quality and Construction Oversight |

**TITLE:**

**Contract: On-Call Material Testing Services (CMT Engineering Laboratories)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve the Construction Materials Testing Professional Services Contract with CMT Engineering Laboratories and authorize the Executive Director to execute the contract and associated disbursements in the not to exceed amount of $500,000 over 5 years.

**BACKGROUND:**
On December 15, 2021, UTA issued a Request for Proposal (RFP) encouraging interested parties to submit proposals to perform construction materials testing services for various UTA construction projects as described in the RFP. Upon evaluation of the proposals submitted, UTA selected CMT Engineering Laboratories as the qualified Consultant to perform the services.

**DISCUSSION:**
UTA Staff is requesting the approval of Contract #21-03453VW with CMT Engineering Laboratories to perform the material testing activities on a time and materials basis. . The agreement has an initial period of performance of 2 years with three additional one-year options to be exercised at UTA's sole discretion. The fully loaded labor rates for each category of labor to be utilized under the contract have been fixed and are considered fair and reasonable based on the competitive nature of the procurement and UTA's independent cost estimate. UTA will be invoiced on a monthly basis per project for the hours worked and tests performed. The contract contains a Not-To-Exceed cap of $100,000 annually and $500,000 for the life of the contract

including all three options.

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**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | CMT Engineering Laboratories |
| **Contract Number:** | 21-03453VW |
| **Base Contract Effective Dates:** | Effective date April 2022 through 3/31/2024 |
| **Extended Contract Dates:** | Three available one-year options to be exercised in UTA's sole discretion. |
| **Existing Contract Value:** | N/A |
| **Amendment Amount:** | N/A |
| **New/Total Amount Contract Value:** | NTE of $100,000 on an annual basis and $500,000 for the life of the contract including all 3 options. Click or tap here to enter text. |
| **Procurement Method:** | RFP best value |
| **Funding Sources:** | Various capital construction project budgets |

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**ALTERNATIVES:**

If this contract is not approved, the required QA/QC services will not be able to continue.

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**FISCAL IMPACT:**

This budget is included in the 2022 Capital Program construction project budgets.

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**ATTACHMENTS:**

1) Contract

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# AGREEMENT FOR PROFESSIONAL SERVICES

## 21-03453VW On-Call Material Testing Contract

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

### RECITALS

WHEREAS, UTA desires to award a time and materials contract for professional consulting services per the Statement of Services contained at Exhibit A.

WHEREAS, On December 15, 2021, UTA issued Request for Proposal Package Number 21-03453VW ("RFP ") encouraging interested parties to submit Proposals to perform the services described in the RFP.

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

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

### AGREEMENT

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

### 1. SERVICES TO BE PROVIDED

a. Consultant shall perform all services required under this contract as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.

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

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

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

e. When performing Work on UTA property, Consultant shall comply with all UTA work site

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rules including, without limitation, those related to safety and environmental protection.

## 2. SERVICE REQUESTS

a Consultant shall perform all services required under this contract as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.

b Each service request shall be performed on a time and materials basis. The fully loaded labor rates shown in Exhibit B shall be applied to the hours required to complete the requested service. Upon receipt of a service request, the Consultant shall perform the requested services , including furnishing all the materials, appliances, tools, and labor of every kind required. There is an annual Not To Exceed (NTE) cap of $100,000.00 and a total contract (including option years) NTE cap of $500,000. . The annual NTE amount may not be exceeded without expression permission from UTA. Any invoices submitted for costs in excess of the NTE not previously approved by UTA shall be disallowed.

## 3. PROGRESS OF WORK

a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

g. If Consultant fails to promptly remedy rejected Work as provided in Section 3 (f) UTA may

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(without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultants or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

**4. PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work under the base period no later than March 31, 2024. In addition, this contract contains three (3) additional one (1) year options, which may be exercised in the sole discretion of UTA with 60 days advance written notice. The option period will be subject to the same terms and conditions which are contained in this contract. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.)

**5. COMPENSATION**

Payment for services performed shall be based on the fully loaded labor rates contained in Exhibit A applied to the hours required to perform the particular service request. A Not-to- A Not-To-Exceed (NTE) amount shall be attached to each service request. The NTE amount may not be exceeded without expression permission from UTA. Any invoices submitted for costs in excess of the NTE not previously approved by UTA shall be disallowed.

**7. INCORPORATED DOCUMENTS**

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

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

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

**8. ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

## 9. CHANGES

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

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

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

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

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

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

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

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

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

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## 10. INVOICING PROCEDURES

a. Consultant shall submit invoices to UTA's Project Manager for processing and payment in accordance with the fully loaded rates contained Exhibit B. Consultant shall submit an invoice once each service request has been completed to the satisfaction of UTA. Reasonable supporting documentation demonstrating Consultant's entitlement to the requested payment must be submitted with each invoice.

b. 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 Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

## 11. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

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

## 12. USE OF SUBCONSULTANTS

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

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

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

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

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

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## 13. KEY PERSONNEL

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

Orvin Russell, Project Manager

Belinda Torres, Laboratory Manager

Shar Curtis, Special Inspector/Field Technician

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

## 14. SUSPENSION OF WORK

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

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

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

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

## 15. TERMINATION

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

b. **FOR DEFAULT:** If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a

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general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:

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

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

## 16. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

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

## 17. FINDINGS CONFIDENTIAL

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

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

mitigation of the breach for review and approval by UTA.

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

**18. PUBLIC INFORMATION.**

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

**19. GENERAL INDEMNIFICATION**

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

**20. INSURANCE REQUIREMENTS**

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**Standard Insurance Requirements**

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

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

1. Commercial General Liability ~~O~~ccurrence Form

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

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

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

2. Automobile Liability

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

   Combined Single Limit (CSL) $1,000,000

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

3. Worker's Compensation and Employers' Liability

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

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

E. VERIFICATION OF COVERAGE: Consultant shall furnish the Utah Transit Authority

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with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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

## 21. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.

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

## 22. INDEPENDENT CONSULTANT

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

## 23. PROHIBITED INTEREST

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

## 24. CLAIMS/DISPUTE RESOLUTION

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

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

b. 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.

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

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| Level of Authority | Time Limit |
|---|---|
| UTA's Project Manager/Consultant's Project Manager | Five Calendar days |
| UTA's Chief Service Dev. Officer/ Consultant's [VP Finance] | Five Calendar days |
| UTA's Executive Director/Consultant's [President] | Five Calendar days |

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

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

**25. GOVERNING LAW**

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

**26. ASSIGNMENT OF CONTRACT**

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

**27. NONWAIVER**

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

**28. NOTICES OR DEMANDS**

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

If to UTA
Utah Transit Authority
Attn: Vicki Woodward
669 West 200 South
Salt Lake City, UT 84101

with a required copy to
Utah Transit Authority
Attn: Legal Counsel
699 West 200 South
Salt Lake City, UT 84101

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If to Consultant
CMT Engineering Laboratories
Orvin Russell
Principal, Operations Manager
2796 South Redwood Road
West Valley, UT 84119

b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
c. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

## 29. CONTRACT ADMINISTRATOR

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

## 30. INSURANCE COVEREAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES ON DESIGN AND CONSTRUCTION CONTRACTS

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

b. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a- 818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.

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

## 31. COSTS AND ATTORNEYS FEES

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

**32. NO THIRD-PARTY BENEFICIARY**

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

**33. FORCE MAJEURE**

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

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

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

**35. SEVERABILITY**

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

**36. ENTIRE AGREEMENT**

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

**37. AMENDMENTS**

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

**38. COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of

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

**39. SURVIVAL**

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

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

**UTAH TRANSIT AUTHORITY:**

By_____

David Hancock
Director of Capital Construction

By_____

Mary DeLoretto
Chief Service Development Officer

By: _____

Jay Fox
Executive Director

Approved as to Content and Form

DocuSigned by:
Michael Bell
70E33A415BA44F6...
4/4/2022

Mike Bell, UTA Legal Counsel

Reviewed & Recommended

By:

Dane Cooley
Project Manager UTA

**CMT Engineering**

DocuSigned by:
By_ John Merrill Vice President Finance
A7770B8C176D459...

John Merrill
Vice President Finance

Fed ID# 20-2112556

Project Code 21-03453VW

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# Exhibit A – Scope of Services

Each individual service request will include a scope of services specific to the needed services. However, each service request issued shall be within the scope of the Statement of Services shown below and contained in the UTA RFP No. 21-03453 for Proposal Package Number 21-03453VW ("RFP"). Appendices I through V of the RFP shall also be followed in performance of services.

UTA desires to engage a consultant to perform quality assurance on UTA's Capital Development construction projects. This work will be on an on-call basis during the term of the contract and will be based on unit cost prices. There is no guarantee the Consultant will receive any minimum number of tasks or dollar amounts under this contract.

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- Material Testing
- Geotechnical Engineering
- Field Observations
- Inspection Services
- Soil Analysis

This list is not intended to be all-inclusive; the contract is intended to include any and all quality assurance work as deemed appropriate by UTA.

**QUALIFICATIONS**

The selected proposer must be an AMRL certified laboratory with a minimum accreditation in the following: Quality Systems, Hot Mix Asphalt, Soil, Aggregate, Portland Cement Concrete, and Masonry.

**PROJECT goals**

The goal of this contract is to provide a minimum of 10% quality assurance testing for all UTA Capital Development construction projects.
The quality assurance work may include such items as:

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# Exhibit B - Labor Cost Form

Services shall be provided based on the fully loaded labor rates contained below. Invoices shall be submitted with reasonable and adequate supporting documentation once each service requires has been completed to the satisfaction of UTA.

**Note: There is an annual NTE of $100,000 and a total contract (including option years) NTE of $500,000. "Annual" is defined as 12 months from the Effective Date and each subsequent 12-month period thereafter.**

**1 - SOILS INSPECTION & TESTING**

| Item No. | Description | Units | Unit Rate |
|---|---|---|---|
| 1-1 | Field Densities (Field Tech) - ASTM/AASHTO | Hr | $50.00 |
| 1-2 | Proctors - ASTM/AASHTO | EA | $175.00 |
| 1-3 | Proctors (Rock Corrected) - ASTM/AASHTO | EA | $175.00 |
| 1-4 | Soil Sampling (Field Tech) | Hr | $50.00 |
| 1-5 | Soil Classification - ASTM/AASHTO | EA | $40.00 |
| 1-6 | Atterberg Limits - ASTM/AASHTO | EA | $60.00 |
| 1-7 | Sieve Analysis (-3/4") - ASTM/AASHTO | EA | $175.00 |
| 1-8 | Sieve Analysis (+3/4") - ASTM/AASHTO | EA | $175.00 |
| 1-9 | Reporting Fee | EA | $0.00 |
| 1-10 | Travel - Mileage | Mile | $0.56 |

Assumptions: Labor hours are billed at a minimum of 2 hours and is rounded up to the nearest Hour. Rush lab testing will be billed at 1.5 times the unit rate.

**2 - CONCRETE INSPECTION & TESTING**

| Item No. | Description | Units | Unit Rate |
|---|---|---|---|
| 2-1 | Concrete Inspector | Hr | $60.00 |
| 2-2 | Concrete Inspector (Overtime) | Hr | $90.00 |
| 2-3 | Field Testing (Field Tech - Air, Slump, Temp) | Hr | $50.00 |
| 2-4 | Field Testing (Field Tech, Overtime - Air, Slump, Temp) | Hr | $75.00 |
| 2-5 | Cylinder Prep. (List how many in a set) ----------> | Set ( 4 ) | $80.00 |
| 2-6 | Cylinder Pickup (Field Tech) | Hr | $50.00 |
| 2-7 | Cylinder Pickup (Field Tech, Overtime) | Hr | $75.00 |
| 2-8 | Epoxy Dowel/Anchor Inspection (Field Inspector) | Hr | $60.00 |
| 2-9 | Reporting Fee | EA | $0.00 |
| 2-10 | Travel - Mileage | Mile | $0.56 |

Assumptions: Inspectors are billed at a minimum of 3 hours and tech time is billed at a minimum of 2 hours. Cylinders pick-ups are estimated at 1 hour each. All time is rounded to the nearest hour.

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## 3 - ASPHALT CONCRETE PAVING INSPECTION & TESTING

| Item No. | Description | Units | Unit Rate |
|---|---|---|---|
| 3-1 | Field Densities w/Test Gauge (Field Tech) | Hr | $52.00 |
| 3-2 | Coring (Field Tech) | Hr | $75.00 |
| 3-3 | Sample(s) Pick-up/Delivery | Hr | $52.00 |
| 3-4 | Core Thickness/Density Classification | EA | $25.00 |
| 3-5 | One Point Marshall | EA | $290.00 |
| 3-6 | Incineration/Gradation | EA | $150.00 |
| 3-7 | Bulk Unit Weight | EA | $95.00 |
| 3-8 | Superpave Field Sample - Gyratory Compactor | EA | $335.00 |
| 3-9 | Reporting Fee | EA | $0.00 |
| 3-10 | Travel - Mileage | Mile | $0.56 |

Assumptions: Labor hours are billed at a minimum of 2 hours and is rounded up to the nearest Hour.

## 4 - STRUCTURAL STEEL INSPECTION & TESTING

| Item No. | Description | Units | Unit Rate |
|---|---|---|---|
| 4-1 | Field Structural Steel Visual Inspection (Field Inspector) | Hr | $70.00 |
| 4-2 | Shop Structural Steel Visual Inspection (Inspector) | Hr | $70.00 |
| 4-3 | Field Structural Steel Ultrasonic Test Inspection (Field Inspector) | Hr | $80.00 |
| 4-4 | Shop Structural Steel Ultrasonic Test Inspection (Inspector) | Hr | $80.00 |
| 4-5 | Special Inspection Reporting Fee | EA | $0.00 |
| 4-6 | Travel - Mileage | Mile | $0.56 |

Assumptions: Labor hours are billed at a minimum of 3 hours and is rounded up to the nearest Hour.

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## 5 - RAIL INSPECTION & TESTING

| Item No. | Description | Units | Unit Rate |
|---|---|---|---|
| 5-1 | Ballast: Los Angeles Abrasion Test - ASTM C-131 | EA | $180.00 |
| 5-2 | Ballast: Soundness Test - ASTM C-88 | EA | $350.00 |
| 5-3 | Ballast: Flat & Elongated Particle Test - ASTM D-4791 | EA | $130.00 |
| 5-4 | Ballast: Specific Gravity of Coarse Aggregates - ASTM C-127 | EA | $125.00 |
| 5-5 | Ballast: Clay Lumps & Friable Particles - ASTM C-142 | EA | $130.00 |
| 5-6 | Weld Testing - Magnetic Particle & Ultrasonic (Field Inspector) | Hr | $80.00 |
| 5-7 | Earth to Rail Resistance Testing (Field Inspector) | Hr | $80.00 |
| 5-8 | Reporting Fee | EA | $0.00 |
| 5-9 | Special Inspection Reporting Fee | EA | $0.00 |
| 5-10 | Travel - Mileage | Mile | $0.56 |

Assumptions: Labor hours are billed at a minimum of 3 hours and is rounded up to the nearest Hour.

## 6 - MASONRY/GROUT INSPECTION & TESTING

| Item No. | Description | Units | Unit Rate |
|---|---|---|---|
| 6-1 | Masonry Inspector (ICC) | Hr | $60.00 |
| 6-2 | Grout Technician | Hr | $50.00 |
| 6-3 | Masonry Pick Up | Hr | $50.00 |
| 6-4 | Grout Test Blocks (List how many in set) ----------> | Set ( 3 ) | $85.00 |
| 6-5 | Mortar Test Cubes (List how many in set) ----------> | Set ( 3 ) | $70.00 |
| 6-6 | Prism Test (List how many in set) ----------> | Set ( 3 ) | $190.00 |
| 6-7 | Reporting Fee | EA | $0.00 |
| 6-8 | Travel - Mileage | Mile | $0.56 |

Assumptions: Inspector hours are billed at a minimum of 3 hours and is rounded up to the nearest hour. Sample pick-ups are estimated at 1 hour per sample.

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## 7 - MISC. SPECIAL INSPECTION & TESTING

| Item No. | Description | Units | Unit Rate |
|---|---|---|---|
| 7-1 | Fireproofing Special Inspector | Hr | $60.00 |
| 7-2 | Fireproofing Density Test | EA | $60.00 |
| 7-3 | Wood Framing Structural Inspector | Hr | $60.00 |
| 7-4 | Flatness Testing Special Inspector plus Testing Equipment | Hr | $125.00 |
| 7-5 | Special Inspection Reporting Fee | EA | $0.00 |
| 7-6 | Travel - Mileage | Mile | $0.56 |

Assumptions: Labor hours are billed at a minimum of 3 hours and is rounded up to the nearest hour.

## 8 - PROFESSIONAL SERVICES

| Item No. | Description | Units | Unit Rate |
|---|---|---|---|
| 8-1 | Chemist | Hr | $80.00 |
| 8-2 | Prof. Land Surveyor - Plat Reviews and Certifications | Hr | $135.00 |
| 8-3 | Survey Crew | Hr | $135.00 |
| 8-4 | Geotechnical Engineer | Hr | $150.00 |
| 8-5 | Project Manager | Hr | $100.00 |
| 8-6 | Office Manager | Hr | $110.00 |
| 8-7 | Final Affidavit Fee | EA | $200.00 |
| 8-8 | Travel - Mileage* | Mile | $0.56 |

*Note: Maximum travel distance ( 150 ) when mileage rate becomes hourly rate

| | | | |
|---|---|---|---|
| 8-9 | Travel - Hourly | Hr | $70.00 |

Assumptions:

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# EXHIBIT C – FEDERAL FORMS

## ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Proposer CMT Engineering Laboratories.

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, subconsultants, 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 Orvin Russell /Karen Edgar

Title VP Operations/VP Corporate Business Services

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: CMT Engineering Laboratories

Address: 2796 South Redwood Road

Signed: Karen Edgar

Title: VP Corporate Business Services

Phone Number: 801-908-5859

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**ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM**

**DBE PROJECT GOAL:** Race Neutral

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

☐ **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.

Bidders/Proposers shall submit and attach evidence with this form that the DBEs being submitted for work on this project are presently certified by the Utah Uniform Certification Program (UUCP). The DBE Letters of Intent (Attachment A-2) are included with this DBE Participation Form.

| DBE Name & Address | Description of Work | $ Amount of Participation | % of Total Price |
|---|---|---|---|
| _____ | _____ | $_____ | _____% |
| _____ | _____ | $_____ | _____% |
| _____ | _____ | $_____ | _____% |
| _____ | _____ | $_____ | _____% |

(Attach additional sheets if necessary)

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

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

Date: January 5, 2022

Company Name: CMT Engineering Laboratories

Signature: Karen Edgar

Printed Name: Karen Edgar

Title: VP Corporate Business Services

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**ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM**

(COMPANY LETTERHEAD)

*(DATE)*

*(DBE)*
*(Name and Address)*

Reference: *(Project Name and Bid/Proposal Number)*

*(Appropriate Salutation)*

Our firm is submitting a bid/proposal with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project and if our firm is awarded the contract, shall as act as prime consultant for this project.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide *(specify equipment, materials, supplies, services, etc.)* in the amount of $_____, if our firm is awarded the contract with Utah Transit Authority. **A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).**

| **DBE firm has read and certifies to the above:** | **Prime Consultant:** |
|---|---|
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Printed Name | Printed Name |
| _____ | _____ |
| Title | Title |

***NOTE:*** Submit this letter with specific information and it signed by the proposed DBE company. All equipment, materials, supplies, and services to be provided by the DBE subconsultant must be listed, and all amounts to be paid to the DBE subconsultant must be specified.

**THE SUCCESSFUL BIDDERS/ PROPOSERS SHALL REQUIRE ALL SUBCONSULTANTS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-5, B, C, D, E, F AND G IF APPLICABLE.**

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## Affirmative Action Plan

**Equal Employment Opportunity:** It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training. The Company does not discriminate against any employee or applicant because of the following legally protected characteristics: race, color, religion or creed, national origin, sex, pregnancy (including childbirth, lactation and related medical conditions), age, marital status, physical or mental disability, veteran status, genetic information (including characteristics and testing), or any other characteristic protected by federal, state or local law. The company has a zero tolerance of Harassment, Intimidation and Coercion.

To implement this policy, the Company will continue to:

- Recruit, hire, train, and promote persons in all job classifications without regard to any protected characteristics, and to provide equal employment opportunities to disabled veterans and Veterans of the Vietnam Era;
- Base decisions on employment so as to further the principle of equal employment opportunity;
- Ensure that promotion decisions are in accord with principles of Equal Employment Opportunity by imposing only valid business requirements for promotional opportunities; and
- Ensure that all personnel actions (including but not limited to compensation, benefits, transfers, layoffs, and company-sponsored training, education, social and recreation programs) will be administered without regard to any legally protected characteristics.

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Equal Employment Opportunity is not only the law, but also it is a principle of the Company's operations. It is the responsibility of every employee to ensure the continued success of this policy and to immediately report any violations to a member of management.

EEO Office: Karen Edgar
Address: 2796 South Redwood Road, West Valley, Utah 84119
Phone: 801-908-5859

Karen Edgar

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## ATTACHMENT B: BUY AMERICA CERTIFICATE

Solicitation No. 21-03453VW

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 _____

VP Finance
Title

CMT Engineering Laboratories
Name of Company/Offerer

*Rev 5/30/07*

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## 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.

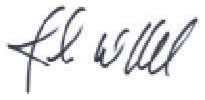
This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the consultant is required to verify that none of the consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The consultant 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

John Merrill, VP Finance

Name and Title of the Bidder or Proposer Authorized Official

FEDERAL ID # 20-2112556

January 5, 2022

Date

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Instructions for Certification

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

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

(1) THE PROSPECTIVE CONSULTANT 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 CONSULTANT IS UNABLE TO CERTIFY TO THE STATEMENTS IN THIS CERTIFICATION, SUCH PROSPECTIVE PARTICIPANT SHALL ATTACH AN EXPLANATION TO THIS BIB 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 consultant 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 consultant shall provide immediate written notice to UTA if at any time the prospective consultant 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 consultant 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 consultant 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.

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**ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING**

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

on behalf of CMT Engineering Laboratories 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 5th day of January, 2022.

By _____
(Signature of Authorized Official)

VP Finance
(Title of Authorized Official)

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## 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 Consultant 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 CONSULTANT 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 CONSULTANT IN THE CASE OF SUBCONSULTANT 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 January 5, 2022

Signature _____

Title VP Finance

DocuSign Envelope ID: 18C34ED7-917F-4BA5-A812-BC5400F27483

ATTACHMENT F: SOLICITATION STATISTICS

**Dear Subconsultant:**

**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 SUBCONSULTANTS. 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 Andrew Gray , UTA's DBE Liaison Officer (801) 287-3533**

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

**Firm Name:** CMT Engineering Laboratories

**Firm Address:** 2796 South Redwood Road
West Valley, UT 84119

**Status:** Non-DBE __X__ DBE ____

**Company's Type of Work:** Geotechnical, Materials Testing & Inspection Services

**Month/Year firm started:** 2001

**Company Owner(s) Ethnic Background (optional)**

| | | |
|---|---|---|
| ____African American | ____ Asian | ____Male |
| __X__Hispanic | ____ Native American | __X__Female |
| ____ Polynesian | __X__ Caucasian | ____Other _ |

**Annual Gross Receipts of the Firm: (check one)**

| | | | |
|---|---|---|---|
| 0 to $500,000 | _____ | $500,000 - $1,000,000 | _____..... |
| $1 Million - $5 Million | _____ | $5 Million - $10 Million | _____.... |
| $10 Million - $16.7 Million | _____ | Above $16.7 Million | X |

**Name of Solicitation:** On-Call Materials Testing Contract

DocuSign Envelope ID: 18C34ED7-917F-4BA5-A812-BC5400F27483

**ATTACHMENT G:** **Requirement for Written Subcontracts**

**(To be submitted with Bid or Proposal)**

Provided that your firms Bid or Proposal is determined to be the winner for this Procurement, (UTA Number: 21-03453VW), Bidder/Proposer: CMT Engineering Laboratories, does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subconsultants at any tier for the Work awarded to them through this Procurement, and that Bidder/Proposer will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier consultants.

Company Name CMT Engineering Laboratories

Signed by:

Title: VP Finance

Date: January 5, 2022

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# EXHIBIT D - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

It is the responsibility of the Offeror or Bidder to ensure that all clauses applicable to the Work of the Agreement resultant from this purchase order or contract are adhered to by the Consultant and its Subconsultants when applicable.

| Sec. | Contract Clause | Applicability to Type of Contract |
|---|---|---|
| 1 | Fly America Requirements | When Transportation Paid by FTA Funds |
| 2 | Buy America Requirements | Value > 150K for Construction, Goods, Rolling Stock |
| 3 | Charter Bus Requirements | Operational Service |
| 4 | School Bus Requirements | Operational Service |
| 5 | Cargo Preference Requirements | Equipment/Material/Commodities Transported by Ocean |
| 6 | Seismic Safety Requirements | New Construction/Additions |
| 7 | Special Department of Labor (DOL) Equal Employment Clause | Value > 10K for Construction |
| 8 | Energy Conservation Requirements | All |
| 9 | Clean Water Requirements | Value > 100K |
| 10 | Bus Testing | Rolling Stock Acquisition |
| 11 | Pre-Award and Post Delivery Audit Requirements | Rolling Stock Acquisition |
| 12 | Lobbying | All (Certification required if > $100K) |
| 13 | Access to Records and Reports | All |
| 14 | Federal Changes | All |
| 15 | Bonding Requirements | Construction > 100K |
| 16 | Clean Air | Value > 100K |
| 17 | Recycled Products | Value > 10K In Fiscal Year |
| 18 | Davis-Bacon and Copeland Anti-Kickback Acts | Construction > $2000 |
| 19 | Contract Work Hours and Safety Standards Act | Construction > $2000, Rolling Stock, Operational > $2,500 |
| 20 | No Government Obligation to Third Parties | All |
| 21 | Program Fraud and False or Fraudulent Statements and Related Acts | All |
| 22 | Termination | Value > 10K |
| 23 | Government-Wide Debarment and Suspension (Non-procurement) | Value > 25K |
| 24 | Privacy Act | All |
| 25 | Civil Rights Requirements | All |
| 26 | ADA Access Requirements | All |
| 27 | Breaches and Dispute Resolution | Value > 100K |
| 28 | Patent and Rights in Data | Research Projects Only |
| 29 | Transit Employee Protective Agreements | Transit Operations |
| 30 | Disadvantaged Business Enterprise (DBE) | All |

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| | | |
|---|---|---|
| 31 | Incorporation of FTA Terms | All |
| 32 | Drug and Alcohol Testing | Operational Service/Safety Sensitive |
| 33 | Transit Vehicle Manufacturer (TVM) Certifications | Rolling Stock, All Vehicle Procurements |
| 34 | Metric Requirements | Sealed Bid Procurements, Rolling Stock, Construction |
| 35 | Conformance with National ITS Architecture | Contracts and Solicitations for ITS projects only |
| 36 | Corridor Preservation | Right of Way Development |
| 37 | Veterans Employment | Capital Projects |
| 38 | Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment | ALL |

## 1. FLY AMERICA REQUIREMENTS

**49 U.S.C. §40118**
**41 CFR Part 301-10.131 - 301-10.143**

**Applicability to Contracts**: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.
**Flow down Requirements**: The Fly America requirements flow down to first tier consultants, who are responsible for ensuring that lower tier consultants and sub-consultants are in compliance.
**Fly America** - The Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 - 301-10.143, which provide that recipients and sub-recipients of Federal funds and their consultants 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 Consultant 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 Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## 2. BUY AMERICA REQUIREMENTS

**49 U.S.C. 5323(j)**
**49 U.S.C. 5323(h)**
**49 CFR Part 661**

**Applicability to Contracts**: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $150,000).
**Flow down Requirements**: The Buy America requirements flow down to first tier Consultant, who are responsible for ensuring that lower tier consultants and sub-consultants are in compliance. **Buy America** - The Consultant agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 CFR Part

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661, and FAST Act (Pub. L. 114-94) which provide that Federal fund may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and was amended by Section 3011 of the FAST Act (Pub. L. 114-94). Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content for FY16 & FY17; sixty-five percent (65%) domestic content for FY18 & FY19; and seventy percent (70%) domestic content for FY20 & beyond.

General waivers for small purchases do not apply to Consultant's equipment purchases when Consultant's contract value exceeds $150,000 in value. Consultant must submit to UTA the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-consultants.

**EXCEPTION SPECIFIC TO THIS PROCUREMENT**: UTA is seeking Buy America compliant [bids/SOQs] with this [RFP/IFB/RFQ]. However, UTA holds an FTA Non-Availability Waiver that is applicable to this procurement. Accordingly, the inability to certify Buy America compliance on this procurement shall not result in the [bid/SOQ] being deemed non-responsive. The requirement for the RFP to include a completed Buy America Certificate, however, is not waived by this exception.

## 3. CHARTER BUS REQUIREMENTS

**49 U.S.C. 5323(d)**
**49 CFR Part 604**

**Applicability to Contracts**: The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

**Flow down Requirements**: The Charter Bus requirements flow down from UTA to first tier service Consultants.

**Charter Service Operations** - The consultant agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

## 4. SCHOOL BUS REQUIREMENTS

**49 U.S.C. 5323(F)**
**49 CFR Part 605**

**Applicability to Contracts**: The School Bus requirements apply to the following type of contract: Operational Service Contracts.

**Flow down Requirements**: The School Bus requirements flow down from UTA to first tier service consultants.

**School Bus Operations** - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

## 5. CARGO PREFERENCE REQUIREMENTS

**46 U.S.C. 55305**

**Applicability to Contracts**: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

**Flow down Requirements**: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels - The consultant 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

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bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the consultant in the case of a subconsultant's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**Cargoes Procured, Furnished, or Financed by the United States Government** - (a) Definition. - In this section, the term "privately-owned commercial vessel of the United States" does not include a vessel that, after September 21, 1961, was built or rebuilt outside the United States or documented under the laws of a foreign country, until the vessel has been documented under the laws of the United States for at least three (3) years.

(b) Minimum Tonnage.-When the United States Government procures, contracts for, or otherwise obtains for its own account, or furnishes to or for the account of a foreign country, organization, or persons without provision for reimbursement, any equipment, materials, or commodities, or provides financing in any way with Federal funds for the account of any persons unless otherwise exempted, within or without the United States, or advances funds or credits, or guarantees the convertibility of foreign currencies in connection with the furnishing or obtaining of the equipment, materials, or commodities, the appropriate agencies shall take steps necessary and practicable to ensure that at least fifty percent (50%) of the gross tonnage of the equipment, materials, or commodities (computed separately for dry bulk carriers, dry cargo liners, and tankers) which may be transported on ocean vessels is transported on privately-owned commercial vessels of the United States, to the extent those vessels are available at fair and reasonable rates for commercial vessels of the United States, in a manner that will ensure a fair and reasonable participation of commercial vessels of the United States in those cargoes by geographic areas.

(c) Waivers. -The President, the Secretary of Defense, or Congress (by concurrent resolution or otherwise) may waive this section temporarily by-

(1) Declaring the existence of an emergency justifying a waiver; and

(2) Notifying the appropriate agencies of the waiver.

(d) Programs of Other Agencies. -

(1) Each department or agency that has responsibility for a program under this section shall administer that program with respect to this section under regulations and guidance issued by the Secretary of Transportation. The Secretary, after consulting with the department or agency or organization or person involved, shall have the sole responsibility for determining if a program is subject to the requirements of this section.

(2) The Secretary-

(A) shall conduct an annual review of the administration of programs determined pursuant to paragraph (1) as subject to the requirements of this section;

(B) may direct agencies to require the transportation on United States-flagged vessels of cargo shipments not otherwise subject to this section in equivalent amounts to cargo determined to have been shipped on foreign carriers in violation of this section;

(C) may impose on any person that violates this section, or a regulation prescribed under this section, a civil penalty of not more than $25,000 for each violation willfully and knowingly committed, with each day of a continuing violation following the date of shipment to be a separate violation; and

(D) may take other measures as appropriate under the Federal Acquisition Regulations issued pursuant to section 25(c)(1) 1 of the Office of Federal Procurement Policy Act (41 U.S.C. 421(c)(1) 2 or contract with respect to each violation.

(e) Security of Government-Impelled Cargo. -

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(1) In order to ensure the safety of vessels and crewmembers transporting equipment, materials, or commodities under this section, the Secretary of Transportation shall direct each department or agency (except the Department of Defense), when responsible for the carriage of such equipment, materials, or commodities, to provide armed personnel aboard vessels of the United States carrying such equipment, materials, or commodities if the vessels are transiting high-risk waters.

(2) The Secretary of Transportation shall direct each department or agency responsible to provide armed personnel under paragraph (1) to reimburse, subject to the availability of appropriations, the owners or operators of applicable vessels for the cost of providing armed personnel.

(3) In this subsection, the term "high-risk waters" means waters so designated by the Commandant of the Coast Guard in the Port Security Advisory in effect on the date on which an applicable voyage begins. (Pub. L. 109 – 304, §8(c), Oct. 6, 2006, 120 Stat. 1642; Pub. L. 110-417, div. C, title XXXV, §3511(a), (b), Oct. 14, 2008, 122 Stat. 4769; Pub. L. 112-213, title V, §503, Dec. 20, 2012, 126 Stat. 1575.)

## 6. SEISMIC SAFETY REQUIREMENTS

**42 U.S.C. 7701 et seq.**
**49 CFR Part 41**

**Applicability to Contracts**: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.
**Flow down Requirements**: The Seismic Safety requirements flow down from UTA to first tier consultants to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all sub-consultants.
**Seismic Safety** - The consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The consultant also agrees to ensure that all work performed under this contract including work performed by a sub-consultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The consultant will facilitate and follow Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. 7704 note, except as the Federal Government determines otherwise in writing.

## 7. SPECIAL DOL EQUAL EMPLOYMENT CLAUSE

**41 CFR Part 60**

**See Section 25 – Contract Clause Civil Rights Requirements**

## 8. ENERGY CONSERVATION REQUIREMENTS

**42 U.S.C. 6321 et seq.**
**49 CFR Part 622**

**Applicability to Contracts**: The Energy Conservation requirements are applicable to all contracts.
**Flow down Requirements**: The Energy Conservation requirements extend to all third-party consultants and their contracts at every tier and, sub-recipients and their sub-agreements at every tier.
**Energy Conservation** - The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

## 9. CLEAN WATER REQUIREMENTS

**33 U.S.C. 1251 - 1377**

**Applicability to Contracts**: The Clean Water requirements apply to each contract and subcontract which exceeds $150,000.
**Flow down Requirements**: The Clean Water Act requirements flow down to UTA third party consultants and

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their contracts at every tier, and sub-recipients and their sub-agreements at every tier.

**Clean Water** - (a) The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. 1251 1377 et seq.

(b) The consultant agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368

(c) The consultant agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f 300j-6.

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

## 10. BUS TESTING

**49 U.S.C. 5318(e)**
**49 U.S.C. 5323(c)**
**49 CFR Part 665**

**Applicability to Contracts**: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

**Flow down Requirements**: The Bus Testing requirements should not flow down, except to the turnkey consultant as stated in the most current FTA Master Agreement.

**Bus Testing** - The Consultant [Manufacturer] agrees to comply with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
b) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

## 11. PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS

**49 U.S.C. 5323**
**49 C.F.R. 661.12**
**49 CFR Part 663**

**Applicability to Contracts**: These requirements apply only to the acquisition of Rolling Stock/Turnkey.

**Flow down Requirements**: These requirements should not flow down, except to the turnkey consultant as stated in Master Agreement

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

A Buy America certification under this part shall be issued in addition to any certification which may be required by part 661 of this title. Nothing in this part precludes FTA from conducting a Buy America

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investigation under part 661 of this title "**Pre-Award and Post-Delivery Audit Requirements**". The Consultant agrees to comply with "Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).
Pre-Award and Post-Delivery Audit Requirements - The Consultant agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Consultant shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Consultant shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Consultant shall submit a) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

## 12. LOBBYING

**31 U.S.C. 1352**
**49 CFR Part 19**
**49 CFR Part 20**

**Applicability to Contracts**: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.
**Flow Down Requirements** the Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.
**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tear up to UTA.

## 13. ACCESS TO RECORDS AND REPORTS

**49 U.S.C. 5325**
**18 CFR 18.36(i)**
**49 CFR 633.17**

**Applicability to Contracts**: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section.
**Flow down Requirements** FTA does not require the inclusion of these requirements in subcontracts.
**Access to Records -** The following access to records requirements apply to this Contract:
(1) The Consultant agrees to provide UTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations,

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excerpts and transcriptions. Consultant also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's

| **Contract Characteristics** | Operational Service Contract | Turnkey | Construction | Architectural Engineering | Acquisition of Rolling Stock | Professional Services |
|---|---|---|---|---|---|---|
| Non-State Grantees | Yes[1] | | Yes | Yes | Yes | Yes |
| a. Contracts below SAT ($250,000) | Yes[1] | | Yes | Yes | Yes | Yes |
| b. Contracts above $250,000/ Capital Projects | | Those imposed on nonstate Grantee pass thru to Consultant | | | | |

records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where UTA or a sub-grantee of UTA in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Consultant shall make available records related to the contract to UTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

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

(6) Requirements for Access to Records and Reports by Types of Contract Sources of Authority: [1] 18 CFR 18.36 (i)

## 14. FEDERAL CHANGES

**49 CFR Part 18**

**Applicability to Contracts**: The Federal Changes requirement applies to all contracts.
**Flow down Requirements**: The Federal Changes requirement flows down appropriately to each applicable changed requirement.
**Federal Changes** - Consultant shall at all times comply with all applicable FTA regulations, policies,

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procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between UTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

**15. BONDING REQUIREMENTS**

This section applies only to construction or facility improvement contracts exceeding $100,000.

## 16. CLEAN AIR

**42 U.S.C. 7401 – 7601(q)**
**40 CFR 15.61**
**49 CFR Part 18**

**Applicability to Contracts**: The Clean Air requirements apply to all contracts exceeding $150,000, including indefinite quantities where the amount is expected to exceed $150,000 in any year.
**Flow down Requirements:** The Clean Air requirements flow down to all subcontracts which exceed $150,000.
**Clean Air** - (1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7601(q) et seq. The Consultant agrees to report each violation to UTA and understands and agrees that UTA, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
(2) The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

## 17. RECYCLED PRODUCTS

**42 U.S.C. 6962**
**40 CFR Part 247**
**Executive Order 12873**

**Applicability to Contracts**: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Consultant procures $10,000 or more of one (1) of these items during the fiscal year or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds.
**Flow down Requirements**: These requirements flow down to all consultant and sub-consultant tiers.
**Recovered Materials** - The consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The consultant agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

## 18. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

**49 U.S.C. 5333**
**40 U.S.C. 3141 – 3144**
**40 U.S.C. 3146 – 3147**
**18 U.S.C. 874**
**40 U.S.C. 3145**

**Applicability to Contracts**: The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts thatt "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 FR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.
**Flow down Requirements**: Applies to third party consultants and sub-consultants

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under

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the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the consultant and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than Monthly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one (1) classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the consultant and its sub-consultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the consultant, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the consultant does not make payments to a trustee or other third person, the consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the consultant to set aside in a separate account asset for the meeting of obligations under the plan or program.

(v)(A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the consultant, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the consultant under this contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the consultant or any sub-consultant the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, UTA may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the consultant during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address,

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and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the consultant shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Consultants employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The consultant shall submit weekly for each week in which any contract work is performed a copy of all payrolls to UTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime consultant is responsible for the submission of copies of payrolls by all sub-consultants.
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the consultant or sub-consultant or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the consultant or sub-consultant to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The consultant or sub-consultant shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the consultant or sub-consultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio

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of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant's or Sub-consultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The consultant shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Consultant is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(6) **Subcontracts** - The consultant or sub-consultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub-consultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for the compliance by any subconsultant or lower tier sub-consultant with all the contract clauses in 29 CFR 5.5. (7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a consultant and a sub-consultant as provided in 29 CFR 5.12.

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(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the consultant (or any of its subconsultants) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the consultant certifies that neither it (nor he or she) nor any person or Consultant who has an interest in the consultant's Consultant is a person or Consultant ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or Consultant ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty(40) hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and sub-consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or sub-consultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-consultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the consultant or sub-consultant shall maintain

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payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the consultant or sub-consultant for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the consultant or sub-consultant will permit such representatives to interview employees during working hours on the job. (The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

OMB Control Number
(a)(1)(ii)(B) 1215-0140
(a)(1)(ii)(C) 1215-0140
(a)(1)(iv) 1215-0140
(a)(3)(i) 1215-0140,
1215-0017
(a)(3)(ii)(A) 1215-0149
(c) 1215-0140,
1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]
Effective Date Note: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

## 19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

**29 CFR Part 5 40**
**U.S.C. 3701 et**
**seq.**
**40 U.S.C. 3702**

**Applicability to Contracts**: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq*. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from … the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6). The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than $100,000. These no construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12) **Flow down Requirements**: Applies to third party consultants and sub-consultants.

(1) **Overtime requirements** - No consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and sub-consultant shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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(3) **Withholding for unpaid wages and liquidated damages** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or sub-consultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-consultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs (1) through (4) of this section.

## 20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

**Applicability to Contracts**: Applicable to all contracts.
**Flow down Requirements**: This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

**No Obligation by the Federal Government.**

(1) UTA and the Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to UTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-consultant who will be subject to its provisions.

## 21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

**31 U.S.C. 3801 et seq.**
**49 CFR Part 31**
**18 U.S.C. 1001**
**49 U.S.C. 5307**

**Applicability to Contracts**: These requirements are applicable to all contracts.
**Flow down Requirements**: These requirements flow down to consultants and sub-consultants who make, present, or submit covered claims and statements.

### Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Consultant 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 Consultant certifies the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant 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 Consultant to the extent the Federal Government deems appropriate.

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

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(3) The Consultant agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-consultant who will be subject to the provisions.

## 22. TERMINATION

**49 CFR Part 18**
**FTA Circular 4220.1F**

**Applicability to Contracts**: These requirements are applicable to all contracts over $100,000.
**Flow down Requirements**: These requirements flow down to consultants and sub-consultants over $100,000.

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

b. **Termination for Default [Breach or Cause] (General Provision)** If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the consultant setting forth the manner in which the Consultant is in default. The consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

c. **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Consultant [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

d. **Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Consultant of any covenant, term or condition of this Contract, such waiver by (Recipient)

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shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. **Termination for Default (Construction)** If the Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant 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 Consultant. Examples of such causes include acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the consultant, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Consultant's right to proceed, it is determined that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

## 23. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

**49 CFR 18**
**2 CFR 1200**
**2 CFR 180**
**Executive Orders 12549 and 12689**

**Background and Applicability**: In addition to the contracts covered under 2 CFR 180.220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a consultant, subconsultant, supplier, Consultant, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed $25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180).This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and*

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*Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).
These provisions apply to all UTA contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as "covered transactions."
Grantees, consultants, and sub-consultants (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract.
Grantees, consultants, and sub-consultants who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).
**Flow down Requirements**: These requirements flow down to consultants and sub-consultants at all levels.
**Suspension and Debarment**: This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the consultant is required to verify that none of the consultant, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.
The consultant is required to comply with 2 CFR 1200 and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.
By signing and submitting its bid or RFP, the Firm certifies as follows:
The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined that the Firm knowingly rendered an erroneous certification, in addition to remedies available to UTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
The Firm agrees to comply with the requirements 2 CFR 180 while this offer is valid and throughout the period of any contract that may arise from this offer. The Firm further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 24. PRIVACY ACT

**5 U.S.C. 552**

**Applicability to Contracts**: When UTA maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.
**Flow down Requirements**: The Federal Privacy Act requirements flow down to each third-party consultant and their contracts at every tier.
**Contracts Involving Federal Privacy Act Requirements**: The following requirements apply to the Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:
(1) The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Consultant, or its employees operate a system of records on behalf of the Federal Government. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

## 25. CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 2000**
**42 U.S.C. § 6102, 42 U.S.C. § 12112**
**42 U.S.C. § 12132, 49 U.S.C. § 5332**
**29 CFR Part 1630, 41 CFR Parts 60 et seq.**

1. The Consultant will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:
   i. 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C § 12132, 49 U.S.C § 5307 (c)(1)(D)(ii), 49 U.S.C § 5332, California Civil Code § 51, California Government Code § 11135 ii.

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29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112, California Government Code § 12900 - 12996 iii.
49 U.S.C. § 5325 (k).
iv. Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.

2. The Civil Rights requirements flow down to all third-party sub-consultants and their subcontracts at every tier.

3. The following requirements apply to a contract awarded as a result of this solicitation:

i. Nondiscrimination - In accordance with U.S. Department of Transportation (DOT), Federal, and State of California regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 1683 and 1685 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, "Title VI 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English ing Administration Responsibilities Set Forth in DOT Order to Address Requirements and Guidelines for Federal TraEnvironmental Justice in Minority Populations and Low-Income Populations, Executive Order No.
Proficiency (70 FR 74087, Dec. 14, 2005), the Unruh Civil Rights Act, California Civil Code § 51, and California Government Code § 11135, the Consultant agrees that it will comply with the identified Federal and State of California laws and regulations, pertaining to UTA programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of California statutes and/or regulations that may be signed into law or promulgated.

ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:

a) Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients", and , the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, California Government Code Sections 12900 - 12996 and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements that DOT, or FTA may issue, and any other

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applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.

b) Sex The Consultant agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Consultant agrees to comply with any implementing requirements that DOT, or FTA may issue.

c) Age - The Consultant agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Consultant agrees to comply with any implementing requirements that DOT, or FTA may issue.

d) Disabilities - The Consultant agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, "Americans with Disabilities Act: Guidance". In addition, the Consultant agrees to comply with any implementing requirements that DOT, or FTA may issue.

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

## 26. ADA ACCESS REQUIREMENTS

**49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101**

**Applicability to Contracts**: The Consultant shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Consultant shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

## 27. BREACHES AND DISPUTE RESOLUTION

**49 CFR Part 18**
**FTA Circular 4220.1F**

**Applicability to Contracts**: All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

**Flow Down Requirements**: The Breaches and Dispute Resolutions requirements flow down to all tiers.

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

**Performance During Dispute** - Unless otherwise directed by UTA, Consultant shall continue performance under this Contract while matters in dispute are being resolved.

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

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**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AUTHORITY and the CONSULTANT arising out of or relating to this agreement or its breach will be decided by mediation under the auspices of a JAMS mediator. (https://www.jamsadr.com). If JAMS mediation is unsuccessful in resolving the dispute, either party may bring the matter to a court of competent jurisdiction within the State of Utah.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AUTHORITY or CONSULTANT shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by UTA or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## 28. PATENT AND RIGHTS IN DATA

**37 CFR Part 401**
**49 CFR Parts 18 and 19**

**Applicability to Contracts**: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

**Flow down Requirements**: The Patent and Rights in Data requirements apply to all consultants and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, UTA or Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may UTA or Consultant authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

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1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by UTA or Consultant using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, UTA and the Consultant performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for UTA or Consultant's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, UTA and the Consultant agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by UTA or Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither UTA nor the Consultant shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by UTA or Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that UTA or Consultant identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), UTA and the Consultant agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Consultants under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
(4) The Consultant also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:
(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, UTA and Consultant agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

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(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), UTA and the Consultant agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Consultants Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Consultant also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

## 29. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

**49 U.S.C. § 5310, § 5311, and § 5333**
**29 CFR Part 215**

**Applicability to Contracts**: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Consultant recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)
**Flow down Requirements**: These provisions are applicable to all contracts and subcontracts at every tier.
(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Consultant agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to UTA's project from which Federal assistance is provided to support work on the underlying contract. The Consultant agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Consultant agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Consultant agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Consultant agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Consultant also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

## 30. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

**49 CFR Part 26**

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**Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)**

1. UTA encourages DBE participation in this solicitation. In order to qualify as a DBE, a Consultant, or a Consultant's sub -consultant, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, UTA must comply, and ensure that it's Consultant(s) comply with 49 CFR Part 26 and Section 1101(b) of the Fixing America's Surface Transportation Act (FAST Act).

2. DBE Requirements/DBE Obligation:

   i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26. ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

   iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in Western States Paving v. Washington State Department of Transportation and the FTA's Guidance (Docket No. FTA-2006-24063; dated March 23, 2006), UTA will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Consultants are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.

   iv. The Consultant, and any of its sub-consultants, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of UTA contracts. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Each subcontract the Consultant signs with a sub-consultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

   v. 1101(b) of the FAST Act extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. UTA and subrecipients (Consultant and its sub-consultants) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, UTA and sub-recipients (Consultant and its sub-consultants) of FTA funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

3. DBE Financial Institutions

   i. The Consultant is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-consultants to make use of these institutions also.

   ii. A list of Minority Owned Banks is on the Federal Reserve website at http://federalreserve.gov/releases/mob/current/default.htm. The Federal Reserve website is updated periodically.

   iii. The Consultant is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

4. DBE Reporting and Certification

   i. Monthly reporting requires the submittal of a "Monthly Sub-consultant Payment Report", which is used by UTA to verify payments to DBE and non-DBE sub-consultants. When completing this form, the Consultant must designate DBE sub-consultants by placing an asterisk in front of their name. As

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Federal law requires that UTA have proof of payment to a DBE sub-consultant, the subconsultant must initial the form and verify payment received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of $10 per day, per report.

ii. In order for the Consultant to submit a properly executed "Monthly Sub-consultant Payment Report," the Consultant must verify that Sub-consultants DBE certification is current at time of payment.

iii. Certified Consultants can be found at the State of California web site: http://www.dot.ca.gov/hq/bep/find_certified.htm

5. DBE Contract Assurance (49 CFR 26.13)

i. UTA does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. UTA takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. UTA's DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be is incorporated by reference into the contract resulting from this solicitation.

ii. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is no limited to:

a. Withholding monthly progress payments;
b. Assessing sanctions;
c. Liquidated damages; and/or
d. Disqualifying the Consultant from future bidding as non-responsible.

6. DBE Prompt Payment (49 CFR 26.29)

i. Not later than ten (10) days after receipt of each progress payment from UTA, the successful Offeror shall pay to any sub-Consultant performing any work, the respective amounts allowed to

the successful Offeror for work performed by the sub-Consultant, to the extent of each subconsultant's interest therein. unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Offerors receipt of released retention from UTA upon completion of the project as defined in California Public Contract Code section 7107 the successful Offeror shall pay each of its sub-Consultants from whom retention has been withheld, each sub-Consultants share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by UTA, the successful Offeror shall pay each of its sub-Consultants from whom retention has been withheld, each subconsultant shares of the retention received, in accordance with the provisions of California Public Contract Code section 7107. This clause applies to both DBE and non-DBE subconsultants.

ii. Failure to comply with these provisions or delay in payment without prior written approval from UTA will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

## 31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1F

**Applicability to Contracts**: The incorporation of FTA terms applies to all contracts and subcontracts at every tier.

**Flow Down Requirements** The incorporation of FTA terms has unlimited flow down.

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**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests which would cause UTA to be in violation of the FTA terms and conditions.

## 32. DRUG AND ALCOHOL TESTING

**49 U.S.C. §5331**
**49 CFR Part 655**
**49 CFR Part 382**

**Applicability to Contracts**: The Drug and Alcohol testing provisions apply to Operational Service Contracts. **Flow down Requirements**: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 655 as amended by MAP-21, with certain exceptions for contracts involving maintenance services. Maintenance Consultants for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance sub-consultants. **Drug and Alcohol Testing**: The Consultant agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or UTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The consultant agrees further to certify annually its compliance with Part 655 before June 30 and to submit the Management Information System (MIS) reports before January 15 to UTA. To certify compliance the Consultant shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

## 33. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATIONS

**49 CFR Part 26**

49 CFR §26.49 Consultant must submit to UTA a certification from each transit vehicle manufactures those desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR §26.49. UTA may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goalsetting procedures.

## 34. METRIC REQUIREMENTS

**15 U.S.C. §§205**
**2007-Pub. L. 110-69**

As required by U.S. DOT or FTA, UTA agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the UTA agrees to accept products and services with dimensions expressed in the metric system of measurement.

## 35. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS 23 U.S.C. Section 517(d)

**23 U.S.C. §502**

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require

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provisions to ensure compliance with Federal requirements.

## 36. CORRIDOR PRESERVATION

**49 U.S.C. 5323(q)**

The Recipient agrees not to develop right-of way acquired under 49 U.S.C. § 5323(q), as amended by MAP-21, in anticipation of its Project until all required environmental reviews for that Project have been completed.

## 37. VETERANS EMPLOYMENT

**49 U.S.C. 5325 (k)**

Veterans Employment. As provided by 49 U.S.C. § 5325(k):

a. To the extent practicable, Consultant agrees that it:
   1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
   2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Consultant also assures that its sub-consultant will:

   1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
   2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

## 38. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

In accordance with 2 CFR 200.216, consultant and its subconsultants are prohibited from expending funds under this contract for the procurement of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

"Covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:

a. Huawei Technologies Company
b. ZTE Corporation
c. Hytera Communications Corporation
d. Hangzhou Hikvision Digital Technology Company
e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

**Signature:** John Merrill
John Merrill (Mar 18, 2022 09:05 MDT)

**Email:** john.merrill@cmtlaboratories.com

# Final CMT 21-03453VW On-Call Mat'l Testing Contract to CMT 3.17.22

Final Audit Report 2022-03-18

| | |
|---|---|
| Created: | 2022-03-18 |
| By: | Karen Edgar (karen.edgar@cmtlaboratories.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAY-pDegP51sG8WUVXyrhQALHFldx8uRuQ |

## "Final CMT 21-03453VW On-Call Mat'l Testing Contract to CMT 3.17.22" History

Document created by Karen Edgar (karen.edgar@cmtlaboratories.com)
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Document emailed to John Merrill Uohn.merrill@cmtlaboratories.com) for signature
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Document e-signed by John Merrill Uohn.merrill@cmtlaboratories .com)
Signature Date: 2022-03-18 - 3:05:36 PM GMT - Time Source: server- IP address: 50.77.45.253

Agreement completed.
2022-03-18- 3:05:36 PM GMT

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

| | |
|---|---|
| **TO:** | Board of Trustees |
| **THROUGH:** | Jay Fox, Executive Director |
| **FROM:** | David Hancock, Director of Capital Construction |
| **PRESENTER(S):** | Kyle Stockley, Rail Infrastructure Project Mgr. |

**TITLE:**

**Contract: Cutaway Bus Purchase (Lewis Bus Group)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve an initial order of 40 buses under a 5-year cutaway bus contract with Lewis Bus Group in the amount of $4,819,000. Authorize Executive Director to execute contract and associated disbursements. Options for purchase of additional buses shall be brought to the Board for approval in accordance with UTA approval threshold requirements.

**BACKGROUND:**
Lewis bus group is a local dealer of buses and cutaway vehicles and has held the last several contracts with UTA for this type of vehicle. This vendor was awarded through a competitive RFP best value solicitation. UTA has positive experiences with the past performance of this vendor.

**DISCUSSION:**
The base order of this contract is to procure 40 cutaway vehicles for UTA's Paratransit and Flex Route services, including 5 sub-recipient vehicles for 5310. This procurement is part of the 5-year capital plan and is intended to follow the bus replacement schedule which targets a 6-year replacement cycle for Paratransit vehicles. This contract also serves the Coordinated Mobility group at UTA, allowing them to provide vehicles to subrecipients. The contract contains options to purchase up to 167 additional vehicles and includes optional configurations for all-electric and low floor versions. The contract contains an Exhibit B pricing table with firm prices per type of vehicle for the base year and a clear formula for pricing each type of vehicle for the 4 subsequent years. Options beyond the 40-vehicle base purchase will be brought to the board for approval in

accordance with UTA approval threshold requirements.

**CONTRACT SUMMARY:**

| | |
|---|---|
| Contractor Name: | Lewis Bus Group (Dealer) |
| Contract Number: | 21-03444AB |
| Base Contract Effective Dates: | 4/2022 thru 4/2027 |
| Extended Contract Dates: | N/A |
| Existing Contract Value: | N/A |
| Amendment Amount: | N/A |
| New/Total Amount Contract Value: | $4,819,000 (base purchase) |
| Procurement Method: | RFP best value |
| Funding Sources: | Lease Proceeds/Local/Federal |

**ALTERNATIVES:**

Procure buses by other means, possibly through piggyback options from another contract

**FISCAL IMPACT:**

These costs are included in the approved 5-year capital plan

**ATTACHMENTS:**

Contract: Cutaway Buses (Lewis Bus Group)

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# BUS PURCHASE CONTRACT

## 21-03444AB

THIS BUS PURCHASE CONTRACT ("Contract") is entered into and made effective as of the date of last signature below (the "Effective Date") by and between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah (the "Agency"), and **Lewis Bus Group,** a corporation with a place of business at 1009 Recreation Way, North Salt Lake City, Utah 84054 (the "Contractor")

## RECITALS

WHEREAS, on September 19, 2021, UTA received competitive proposals to provide Paratransit Flex Route Cut-Away Low Floor Vehicles (the "Vehicles"), including option quantities, and all associated hardware, software, transportation, tools, training and documentation (together with the Vehicles, collectively the "Goods and Services"); according to the terms, conditions and specifications listed in the RFP, No. 21-03444AB and hereinafter the "RFP")

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

WHEREAS, the Lewis Bus Groups proposal submitted by the Contractor in response to the RFP ("Contractor's Proposal) was deemed to be the most advantageous to UTA; and

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

## AGREEMENT

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

### 1. GOOD AND SERVICES PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract).

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## 2. TERM

Subject to the provisions for termination as hereinafter provided, this Contract shall be effective with respect to the purchase of any Goods and Services (up to the aggregate number of base and option Vehicle quantities set forth in the RFP) ordered prior to March 31, 2027 (the "Term"). All warranties, indemnities and other obligations of either party with respect to the Goods and Services shall continue after the Term in accordance with the provisions of this Contract.

## 3. COMPENSATION AND FEES

For the initial order of 40 vehicles, the Agency agrees to pay Contractor a lump sum determined in accordance with Exhibit B. This sum includes all hardware, software, equipment, materials, labor, shipping costs, and other items necessary to supply the Goods and complete the Services in a satisfactory manner in compliance with this Contract.

The Agency (at its sole and exclusive election to be exercised in its sole discretion) may purchase up to one hundred and sixty-seven (167) additional vehicles any mix of Paratransit and Cutaway buses during the Term of this Contract. The price for option Vehicles shall be based on the prices indicated in Exhibit B (hereinafter the "Base Order Prices"). The Base Order Prices shall remain firm for any option Vehicles ordered within one hundred eighty (180) days of following the Effective Date. The price of any Vehicles ordered more than one hundred eighty (180) days following the Effective Date shall be the Base Order Price, subject to adjustment as provided in the following paragraph.

Adjustments to the Base Order Prices will be calculated based on the following formula which utilizes the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index ("PPI") Category 1413, "Truck and Bus Bodies The Base Order Price will be multiplied by the positive or negative percentage change in this index.

FORMULA:

| Index Point Change | Example |
|---|---|
| PPI Index: Future Award Month | 141.1 |
| Less PPI Index: Base Award Month | 137.6 |
| Index Point Change | 3.5 |
| | |
| Index Percent Change | 3.5 |
| Index Point Change | 137.6 |
| Divided by PPI Index: Base Award Month | .0254 |
| Results Multiplied by 100 = Percent Change | 2.54% |
| | |
| Base Order Price | $50,000.00 |
| Plus Percent Change (2.54% x $50,000) | 1,270.00 |
| Revised Price for Future Order | $51,270.00 |

There is no guarantee that options with respect to any Vehicles will be exercised.

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## 4. INCORPORATED DOCUMENTS

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

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

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

## 5. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

## 6 LAWS AND REGULATIONS

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

## 6. INSPECTION, DELIVERY AND TRANSFER OF TITLE

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

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shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

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

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

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

## 7. INVOICING PROCEDURES

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

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor

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under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

## 8. WARRANTY OF TITLE, GOODS AND SERVICES

a. Contractor warrants that title to all Vehicles delivered as part of the Goods and Services and covered by an invoice for payment will pass to the Agency upon acceptance by the Agency. Contractor further warrants that upon payment, all equipment and/or work for which invoices for payment have been previously issued and payments received from the Agency shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested. Contractor shall indemnify, defend, and hold the Agency harmless from and with respect to any claims, costs, fees (including attorneys' fees), liens, judgments or other losses sustained as a result of the breach of this warranty by Contractor.

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

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

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

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

f. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not

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applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

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

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

## 10. GENERAL INDEMNIFICATION

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

## 11. INSURANCE REQUIREMENTS

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**Standard Insurance Requirements**

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

   Workers' Compensation Statutory

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Employers' Liability

| | |
|---|---|
| Each Accident | $100,000 |
| Disease – Each Employee | $100,000 |
| Disease – Policy Limit | $500,000 |

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. SUBCONTRACTORS: Contractors’ certificate(s) shall include all subcontractors as

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

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

2. **OTHER INDEMNITIES**

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

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

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

3. **INDEPENDENT CONTRACTOR**

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

4. **STANDARD OF CARE.**

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

5. **USE OF SUBCONTRACTORS**

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

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

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

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

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

6. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or

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penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

7. **ASSIGNMENT OF CONTRACT**

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

8. **ENVIRONMENTAL RESPONSIBILITY**

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

**20. SUSPENSION OF WORK**

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

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

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

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

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21. **TERMINATION**

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

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

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

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

22. **CHANGES**

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

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changes:

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

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

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

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

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

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

d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

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

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase

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orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

24. **FINDINGS CONFIDENTIAL**

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

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

mitigation of the breach for review and approval by UTA.

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

25. **PUBLIC INFORMATION.**

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

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Jesse Rogers, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)287-4674.

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27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Amanda Burton, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)287-3320.

28. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

29. **NOTICES OR DEMANDS**

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:
Utah Transit Authority
ATTN: Amanda Burton
669 West 200 South
Salt Lake City, UT 84101
aburton@rideuta.com

If to Contractor:
Lewis Bus Group
Attn: Jason Morgan
1009 Recreation Way
North Salt Lake City, UT 84054
jason@lewisbusgroup.com

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

30. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

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

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

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

| Level of Authority | Time Limit |
|---|---|
| UTA's Project Manager/Contractor's Project Manager | Five calendar days |
| UTA's [SECOND LEVEL]/Contractor's [SECOND LEVEL] | Five calendar days |
| UTA's [THIRD LEVEL]/Contractor's [THIRD LEVEL] | Five calendar days |

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

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

31. **GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. **COSTS AND ATTORNEY FEES.**

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

33. **SEVERABILITY**

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

34. **AMENDMENTS**

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

35. **FORCE MAJEURE**

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

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36. **NO THIRD-PARTY BENEFICIARIES**

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

37. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

38. **COUNTERPARTS**

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

39. **NONWAIVER**

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

40. **SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

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

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

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19 ,21, 23, 24,25, 30, 31, 32, and 40.

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IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

**UTAH TRANSIT AUTHORITY:**

By_____

By_____

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

**CONTRACTOR:**

By DocuSigned by: Jason Morgan 4E57323EE625401... 3/30/2022

Name Jason Morgan

Title President

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# Exhibit A

## SECTION 6: TECHNICAL SPECIFICATIONS

### GENERAL

### TS 6.1 Scope

6.1.1 It is the intent of these minimum technical specifications to describe a top-line Paratransit vehicle, built on a truck cab chassis, built to withstand the rigors of paratransit service. These vehicles will operate in a service characterized by low engine speed and high electrical demand. Of paramount concern will be overall size, quality of air conditioning, electrical capacity, general appearance and overall reliability.

6.1.2 The intent is to purchase a current model year, standard production vehicle from a manufacturer with successful experience in producing the size and type specified for the application intended.

6.1.3 The motor vehicles furnished shall comply with the applicable Motor Vehicles Safety Standards as established by the United States Department of Transportation, State of Utah, ADA, EPA, and S.A.E. Recommended Practices.

6.1.4 The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate in the area, the horsepower must meet the demands of all auxiliary power equipment.

6.1.5 The contractor shall certify that the engine proposed shall conform to U.S. EPA regulations applicable to the model year engines proposed.

6.1.6 Each section requires a response from the bidder as to whether or not they comply with that particular specification. In the event that the specifications proposed by the bidder are exactly and unequivocally identical to the specifications established by the Utah Transit Authority, including brand name, the bidder should check the "NO EXCEPTIONS" box. In all other cases, and for all brand name items, the bidder is required to provide written specifications. Each line on which the information is requested (noted by the phrase "EXCEPTION") must be completed and must parallel the information provided in the specifications. Additional pages may be added, if necessary.

The terms "NO STRUCTURAL DIFFERENCES" or “WE ARE EQUAL TO YOUR PROPOSED SPECIFICATIONS" will not be permitted. It is the responsibility of Utah Transit Authority (UTA) and their representatives, not the bidder, to determine if a substitution to the specifications is "equal". Therefore, the bidder must provide detailed specifications on the substitution. This will enable UTA to make the necessary comparisons. Failure to comply may render the bid invalid for material non-compliance to UTA’s published specifications.

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In the final determination made by UTA, it may be necessary for the bidder to provide a demonstrator Paratransit vehicle for UTA's inspection.

## 6.2 GENERAL DIMENSIONS

| | | |
|---|---|---|
| 6.2.1 | Number of Passenger Seats | 10 minimum |
| 6.2.2 | Number of Wheelchair Tie-Down Stations minimum | 6 |
| 6.2.3 | Overall Length | 327" (27ft-3 in) maximum |
| 6.2.4 | Overall Width | 96" maximum |
| 6.2.5 | Overall Height | 123" (10ft 10in) maximum |
| 6.2.6 | Interior Width (seat cushion level) | 91" minimum |
| 6.2.7 | Interior Passenger Compartment Length - Street Side between Rear Wall and Operator Modesty Panel | 204" minimum |
| 6.2.8 | Length between Wheelchair Lift and Rear Wall – Curb Side | 140" minimum |
| 6.2.9 | Driver Seat Area - from Dash to Street Side Modesty Panel (must fit 95 percentile body size) | 34" minimum |
| 6.2.10 | Interior Height - Measured at Aisle to no more than 18" from Side Wall | 77" minimum |
| 6.2.11 | Step Height from Ground | 10" minimum, 11" maximum |
| 6.2.12 | Entrance Doorstep Riser Height | ~~8"~~ 8.5" maximum |
| 6.2.13 | Wheelchair Door Dimensions (clearance) | 44" W x 68" minimum |
| 6.2.14 | Passenger Entry Door Dimensions (clearance) | 30" W x 77" H minimum |
| 6.2.15 | Wall to Wall - Front Turning Radius | 31'-3" maximum |
| 6.2.16 | GVWR | 14,500. minimum |
| 6.2.17 | Wheelbase | 176" minimum |
| 6.2.18 | Rear Wheel Track Width (measured at center of outside dual tire) | 82" minimum |

6.2.19 The Paratransit vehicle shall meet or exceed the Altoona Testing requirements. The complete Altoona test report, which includes the Executive Summary, the sub-system test results, listing any and all failures and the unscheduled maintenance report must be submitted with the bid.

6.2.20 Seating Distance from hip-to-knee shall be a minimum of 27 inches.

## 6.3 ENGINE

6.3.1 Engine shall be a minimum

- 7.3L Gasoline V8 engine producing 350 HP and 468 lb.-ft. of torque

Engine is to be front mounted with access from the interior/exterior of the truck cab.

6.3.2 Highway speed shall be governor to maximum 70 mph.

6.3.3 Under no condition shall interior noise level exceed 73 dBA in the driver's area.

6.3.4 Engine Oil Cooler: Engine shall be furnished with engine oil cooler.

6.3.5 Provide a full function programmable "Auxiliary idle Control Module". (fast idle)

6.3.6 Provide a transmission with five (5) or six (6) speeds with Tow/Haul mode

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Approved: PRPC Flextech II (Intermotive Technologies)

## 6.4 TRANSMISSION

6.4.1 Provide a transmission with five (5) or six (6) speeds with Tow/Haul mode.

6.4.2 Transmission shall be equipped with OEM fluid.

6.4.3 Auxiliary Transmission Oil Cooler: Provide an OEM auxiliary transmission oil cooler to maintain safe operating temperature at rated loads. The Bidder is required to certify that the automatic transmission provided is of adequate strength and capacity to perform under the frequent start-stop duty cycle anticipated. Anticipated summertime ambient temperature can be as high as 110° F at 5,000 foot altitude.

## 6.5 FUEL SYSTEM

6.5.1 Fuel tank(s) shall be a minimum fifty-five (55) U.S. gallon capacity internally baffled to prevent surging and rigidly supported by at least two (2) supports arranged for easy removal.

6.5.2 An engine mounted fuel, water, and dirt filter is required with replaceable-type elements. This must be easily accessible.

6.5.3 The fuel neck is to be located on the street-side of the truck.

6.5.4 Place a decal for the type of fuel used in the Paratransit vehicle (Unleaded) (Diesel) or (Propane).

## 6.6 WINDSHIELD WIPERS

6.6.1 Two (2) OEM heavy duty electric two-speed windshield wipers controlled by an intermittent or variable speed switch shall be furnished.

6.6.2 Windshield washer's system is to be included on the truck chassis.

## 6.7 COOLING SYSTEM

6.7.1 Radiator fan shall be thermostatically controlled clutch drive type so as to be effectively power driven only above the minimum efficient engine temperature. As a minimum, a heavy duty (super) engine cooling system (the highest capacity available for this model) is required. Utah's summer time ambient temperature can reach 110° F.

6.7.2 Radiator overflow tank shall be provided (coolant recovery kit) such that expelled coolant is saved and returned to the cooling system.

6.7.3 Protect to minus 30 degrees Fahrenheit (-30° F). Coolant must meet or exceed engine manufacturer specification.

6.7.4 Provide OEM optional up-graded silicone hose package. All added hoses and fitting supplied in assembling the unit described in these specifications shall have temperature and PSI ratings in excess of maximum operating temperatures and pressure of fluids or materials being transferred. NOT ACCEPTABLE: Plastic fittings.

## 6.8 EXHAUST SYSTEM

6.8.1 The vehicle shall be equipped with an exhaust system which meets United States Government noise level and exhaust emission (smoke and noxious gasses) requirements.

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6.8.2 The tail pipe shall exhaust directly to the rear street side of the body. The exhaust pipe is to protrude past the outer periphery minimum of 2" of the body behind the left rear dual wheels. This is to prevent the tailpipe from being smashed between the bumper and the road when the Paratransit vehicle goes through a deep gutter. Per govt. regulations, the exhaust system of a bus powered by a gasoline engine shall discharge to the atmosphere at or within 6 inches forward of the rearmost part of the bus.

6.8.3 Install tail pipe hanger to hold the tail pipe as high as possible. Tail pipe U-bolts are to be turned up.

## 6.9 FRONT AXLE AND REAR AXLE SPECIFICATIONS

6.9.1 Standard OEM axel ratings and gear ratios appropriate to the chassis being bid will be accepted.

6.9.2 Minimum Front Axle Specifications:

Rating @ Ground: 5000 lbs.
Type:Twin I-beam or standard IFS
Turn Angle: 53 Degree

6.9.3 Minimum Rear Axle Specifications:

Rating @ Ground 9,600 lbs.
Type: Full Floating
Rear Axle Ratio: 4.56 : 1 or 4.10 :

## 6.10 SUSPENSION, SHOCKS AND FINAL DRIVE

6.10.1 Suspension:

Springs, Front:
Type: Rating @ Ground: 5,000 lb. (incl. Stabilizer)
Springs, Rear: Type: Tapered Leaf (w/ stabilizer bar)
Rating @ Ground: 9,600 lbs.

6.10.2 OEM Gas Shock Absorbers

6.10.3 Provide a rear limited slip differential.

6.10.4 Front suspension shall be equipped with stabilizer bars.

6.10.5 The drive shaft is protected by metal guards to prevent the front end from dropping to the ground, as well as preventing any damage to the brake lines, fuel lines and exhaust system or from whipping through the floor in the event of a fracture or disconnection. We utilize a 1" x 3/16" formed strap welded to floor structure to prevent damage.

6.10.6 Provide an extra leaf in the right rear leaf spring to prevent the bus from leaning right.

6.10.7 Minimum Paratransit vehicle GVWR of minimum 14,500lb.
Approved:

- A Chevrolet Express 4500
- Ford E-450,

## 6.11 BUMPERS AND STEERING

6.11.1 The Paratransit vehicle shall be provided with front and rear bumpers. The front bumper shall be the chassis manufacturer's standard chrome bumper.

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6.11.2 The rear bumper shall be a Romeo Rim energy absorbing type of bumper.
6.11.3 Bumpers shall be fastened directly to the chassis frame to allow shock from impact to be transmitted directly to the chassis frame.
6.11.4 Provide power steering with adjustable Tilt-wheel with cruise control.
6.11.5 Provide air bag driver side only.

## 6.12 BRAKES

6.12.1 Service brakes shall be 4-wheel anti-lock disc brakes. Braking system shall be adequate for the GVWR of the truck.
6.12.2 Park Brake Test is: The park brake is applied, engine is at 1,000 rpm, and vehicle must not move. Any other type of parking brake test is acceptable as long as it meets the above specifications or FMVSS regulations.

## 6.13 TIRES, WHEELS AND RIMS

6.13.1 Paratransit vehicles shall be equipped with seven (7) tires and rims (includes spare tire) of the heaviest duty available with four (4) ventilated holes, pressed steel wheels, 16.0 diameter and 6.50 width, single front and dual rear. Successful Bidder will provide LT225/75Rx16E steel belted radial tires with "all weather" type tread design or as dictated by the agencies tire contract. Ship the mounted spare tire loose
6.13.2 All wheels tires (including spare) are to be interchangeable and are to be the same type and make.
6.13.3 Install front and rear mud flaps. Wheel well attachments (mud flaps, wheel well molding, etc.) must use stainless steel screws, stainless steel pop rivets or bolts to prevent rust. Mud flaps must cover the width of the tires
6.13.4 All wheel rims are to be painted on both sides of the rims in a white color to match the basic white of the Paratransit vehicle body.

## 6.14 INSTRUMENTS AND CONTROLS

**Agency approved center console:**

6.14.1 Gauges, switches and lamps provided beyond OEM:
A. Emergency Flasher Control Switch
B. Auxiliary rear Air Conditioning and Heating Switches
C. Mirror heat switch
D. Entrance door switch
E. Rear Heater switch
F. Wheelchair lift power switch
G. Passenger compartment lights (All interior lights, except map light for driver)
H. Buzzer and light for the rear utility door (If equipped)

6.14.2 Paratransit vehicle Power Circuits are OFF when Ignition Key is OFF:
Power for the following switches are to be "Off" when the ignition key is in the "Off position":
- Front and rear Air Condition control (temperature, fan speed) switches
- Rear Heater switch
- Wheelchair lift power switch

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- Passenger compartment lights
- Buzzer and light for the rear utility door (If equipped)
- All interior lights, except map light for driver

6.14.3 Paratransit vehicle Power Circuits are ON when Ignition Key is in the OFF (Except when Battery Cable Connections are OFF):

- Head lights
- Parking Lights and Clearance Lights
- Four-way flasher
- Rear license plate light
- Pre-timer/cool down cycle for the Auxiliary Heater
- Passenger entry door switch on center console and exterior key switch for passenger entry door (Key for exterior switch will be specified by UTA)

6.14.4 Paratransit vehicle Power Circuits are OFF when Accessory Key is in the ON position:

- Front and rear Air Condition control (temperature, fan speed) switches
- Wheelchair lift power switch

6.14.5 Paratransit vehicle Power Circuits are ON when Ignition Key is in the ON position:

- Passenger compartment lights
- Buzzer and dash light for the lift
- All exterior door light switches
- All interior lights, and map light for driver
- The switched ignition solenoid for the radio power. (see Section 4.35.4)
- Front and rear Air Condition & Heater controls (temperature, fan speed) switches

6.14.6 All switches are to be within easy access of the driver area

6.14.7 No OEM AM/FM radio and must have a cover in place of the radio.

6.14.8 Provide Backup camera system to be engaged when the vehicle is shifted into reverse, and disengaged while in any other gear.

## 6.15 **BODY STRUCTURE**

6.15.1 The body structure shall be built as an integral unit adequately reinforced at all joints and corners where stress concentration may occur to adequately carry required loads and withstand standard road vibrations.

6.15.2 The side and end framing shall be so designed and constructed that they will carry their proportion of the stresses around these openings. All posts in body side and roof sections shall be of durable steel construction securely fastened to the under-

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frame structure so that the entire frame shall act as one unit without any movement at joints. The entire body, top, side, rear, shall be as a steel cage.

6.15.3 All steel shall be treated with corrosion resistance spray.
APPROVED: Spray on® Zinc-Rich Cold Galvanizing Compound for metal coating.

6.15.4 All interior panels and caps are to be insulated.

6.15.5 The entire body (section at the floor, sides, roof, and rear panel) is to be securely welded together. The entire body is to be securely welded and bolted to the cab section.

6.15.6 Any method of construction that is accomplished other than the level of quality as defined above will not be acceptable. The agency shall be the final judge as to whether the proposed structural construction is acceptable.

6.15.7 The body shall be bolted through the sub-floor structure to the chassis frame as recommended by the chassis manufacturer. Welding of any body understructure to the chassis frame will not be permitted.

6.15.8 All exterior panels (walls and roof) shall be aluminum, galvanized steel, or fiberglass. Exterior panels are to be riveted or bonded to the framing. If rivets are used, they shall be the solid (filled) stainless steel type. Pop rivets or sheet metal screws will not be acceptable for fastening the exterior panels. All panels shall be installed so they will shed water. That is, the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking alone.

6.15.9 Before or after assembling, all metal body structural parts shall be satin coated or given a thorough multiple stage anti-corrosion treatment. POR 15 (POR 15 com) anti-corrosion paint, or approved equal, shall be applied to completely cover all steel. Galvanized steel is permitted if the end cuts, drilled holes and weld area are covered with POR 15 anti-corrosion paint treatment, or approved equal.

6.15.10 All nuts, bolts, clips, washers, clamps and fasteners shall be stainless steel, zinc or cadmium plated. As many fasteners as possible should be stainless steel.

6.15.11 The entire floor shall be supported by a full jig-welded steel sub-floor, under-structure.

6.15.12 Sub-floor structure shall be the equivalent of 2" x 2", 13 gauge or 1 1/2" x 3" x 14 gauge steel with 24 inch centers, on 6" x 16 gauge hat sections, minimum. Sub-floor shall be securely bolted to chassis frame. All bolt holes should be sealed securely. Welding of any sub-floor structure to the chassis will not be acceptable.

6.15.13 The wood over the sub-floor structure shall be bolted a minimum 3/4" thick exterior grade plywood or equivalent floor structure. Any part of the wood floor not covered with undercoating shall be primed, painted and covered with steel/aluminum belly pan. Minimum 5/8" thick exterior plywood with a 14 gauge steel belly pan or 16 gauge aluminum belly pan is approved.
APPROVED: ¾” Fiberglass Reinforced Plywood Flooring.
ACCEPTABLE: Wood floor glued and screwed to the steel floor structure, which is bolted to the chassis frame rails. Screws are spaced approximately every 8”.

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6.15.14 The entire body frame, under structure, and body skirt, of the Paratransit vehicle is to be fully undercoated with non-flammable resin-type material, polyoleum, or equivalent, applied at the time of manufacture.

6.15.15 Care must be taken to be certain no water drain holes designed into the body are clogged with undercoating material.

6.15.16 Rear wheel housings shall be of one-piece minimum 12 gauge galvanized steel. Ample clearance shall be provided for tires under load and operating on both smooth and rough terrain. All steel shall be treated for corrosion resistance. In the event that tires extend beyond the side of the vehicle, splash aprons and fenders shall be provided. Front wheel housings are to be as provided with the cutaway chassis section. Install front and rear mud flaps.

6.15.17 Construct the lower exterior Paratransit body skirts so that they can be replaced without replacing the entire sidewall when damaged.

6.15.18 Any bright metal exterior trim shall be stainless steel, or polished aluminum, or chrome plated.

6.15.19 The interior floor of the Paratransit vehicle shall be raised approximately nine inches (6"-9") higher than a standard floor. The raised floor shall extend from behind the driver's seat to the rear of the Paratransit vehicle (see Section 4.52, Photo 11). The purpose of the high floor is to cover the rear wheel wells. This allows wheelchair tie-down tracks to be installed the entire length of the floor. Access to the raised floor is to be by an additional step. Sloping access is not acceptable. A 6 inch raised floor height is OK provided the rear wheel well and rear wheels have sufficient clearance.

6.15.20 The rear of the body shall incorporate a utility door.

6.15.21 Provide a 12-inch wide expanded metal running board, consisting of a step platform located below the driver's door. The step should provide easy access to the driver compartment. The running board shall hold a minimum of 300 pounds without bending

6.15.22 Provide two-(2) tow hooks on the rear chassis frame of the vehicle.

6.15.23 All exterior welds on the body cage assembly are sprayed with a zinc-rich coating and all OEM chassis frame welds are coated with the OEM's standard frame coating. Exterior bolts added by the manufacturer are stainless steel.

6.15.24 Install one (1) Transpec, 6-way, roof vent/escape hatch, with two-(2) security cable, or equivalent

## 6.16 **ELECTRICAL SYSTEM**

6.16.1 The Paratransit vehicle is to be equipped with a twelve (12) volt heavy duty electrical system. All components are to be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage draws (due to lights, wheelchair lift, flashers, air conditioning and heater and other accessories in constant operation.)

6.16.2 Provide a single alternator for use must meet a minimum rating of 240 amps.

6.16.3 Chassis manufacture must certify that the OEM charging system meets all vehicle electrical requirements at idle and at full throttle with all electrical components operating.

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6.16.4 The dual OEM batteries shall be maintenance free and installed in an easily accessible location. Both batteries are to be placed in a stainless steel battery tray under the chassis in a weather-protected battery box with an exterior door. Both batteries need to be group 31with threaded top posts. The battery box shall be primed and painted on both sides of the box.

6.16.5 All wiring harnesses and cables are to be heat insulated from any hot area on the Paratransit cutaway vehicles.

6.16.6 All non-insulated battery cable terminals, circuit breakers and relays must be inside a protective box. Use only blade fuses in the vehicle electrical system with the exception of the battery mega fuse. APPROVED: Braun lift has a thermo circuit breaker.

6.16.7 Furnish a full function programmable module with a fast idle feature. This fast idle shall have an on/off switch. When the switch is "On", the fast idle shall automatically engage when the transmission is placed in the "Park" position. When placed in "Drive", "Reverse" or during service brake pedal use the fast idle is automatically shut off. The fast idle solenoid must be of a "continuous" heavy duty type.
APPROVED: An Intermotive Flex Tech II PRPC.

6.16.8 Wiring added by the Paratransit vehicle Contractor - All general-purpose wiring shall be silicone insulated to at least 200 degrees F. (200° F.) and shall meet SAE standards and shall be color coded and numbered. All wiring shall be of sufficient size to carry the required currents without excessive voltage drop. All harness and wiring terminals shall terminate at junction terminals. All wiring and end connectors shall be of the soldered, hand, or machine-staked type. All circuits shall be protected by inline fuses. All wires added to the vehicle chassis, by the Paratransit vehicle Contractor, shall be enclosed in a plastic, flexible, split loom. The wiring diagrams shall identify the wires by color code and by number. One (1) wiring diagram per vehicle plus one (1) additional diagram shall be supplied to the Procuring Agency with the wiring diagrams.

6.16.9 All fuses, relays, circuit breakers, and terminals that are added to the Paratransit vehicle shall be numbered and placed in a single circuit box, easily accessible from the inside of the vehicle. All relays must be anchored by bolts and nuts or self-tapping screws.

6.16.10 The circuit box shall be conveniently mounted and have a secure cover preferably with a top hinged door and latches to secure the cover.

6.16.11 All added electrical terminals that are located in the engine compartment, under the chassis, and located where moisture may collect on the terminals, shall be sprayed with NOCO 'RED' battery corrosion preventative spray, part number NCP-2. This can be obtained from most auto parts stores (Grainger). The wire terminals and component terminals are to be sprayed with this corrosion inhibitor BEFORE they are attached to each other. Once attached, spray them again. The battery terminals must be removed and sprayed with the NOCO inhibitor. Electrical terminals located inside the Paratransit vehicle must not be sprayed with the NOCO spray.

6.16.12 All ground wires, (except for those ground wires inside the vehicle where it is always dry) whether they attach to a vehicle frame or a terminal junction, shall be

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sprayed with the NOCO corrosion inhibitor. All paint and undercoating must be removed from ground points. Do not use star washers' underground terminals. Before connections are made, **all** terminals, studs, bolts, must be sprayed on all sides with NOCO. Once the connection is made, re-spray the connection. The Procuring Agency's resident inspectors will check for properly sprayed connections.

6.16.13 When ring terminals are used under the chassis, use non-insulated terminals and a heat-shrink with an inner sealer.

6.16.14 When butt connections are used under the chassis, use heat shrink with an inner sealer that must cover the butt connector. If a splice connection is made underneath the chassis, use a Weatherpack connector. Do not use any butt connectors that have been made with encapsulating heat shrink/sealer.

6.16.15 Any electrical terminal board or junction box must have the terminals, fuses, and circuit breakers numbered. These numbered terminals must be shown with their wires on all wiring diagrams. All wires must start or end at terminals. Do not "T" off of another wire. A few exceptions for "T" wires are on the marker lights. Cheap snap "T" wires are not permitted. Any "T" under the truck or where moisture is present must use Weatherpack weather proof "T" connections. All wires are to be "P" clamp or nylon wire tied to the frame or body structure. All nylon wire ties are to be cut flush with a panduit tool or razor blade. No sharp edges left on the wire tie end will be accepted.

6.16.16 Provide twelve (12) volt dual note horns and installed so as to be protected from wheel wash.

6.16.17 The Bidder shall provide a reverse direction alarm (BUA) in compliance with SAE J994b with respect to acoustical performance for Type B device [IE107dbb (A) and +/- 4 db with a supply voltage of 14 volts]. Reverse alarm shall be activated when the transmission is placed in reverse.

6.16.18 All added connectors and plugs are to be listed out in the wiring diagrams, color, size, what the wire does (clearance lights, turn signal lights, etc.) and connector pin placement. All wiring connections or splices into OEM chassis wiring are to have a picture of the location and description of the connection.

6.16.19 Provide a main cutoff switch and battery mega fuse from the two batteries and the rest of electrical system. The cutoff switch and battery mega fuse must be readily available in the battery box area. Mega battery fuse must be able to handle total electrical load for the vehicle.

6.16.20 Provide a BWD BorgWarner Jump Start Connection (P/N CE3298) and cover cap and to be installed in the engine compartment's original OEM battery location. Provide a stainless-steel mounting bracket and stainless steel fasteners for the Battery Jump Connector. A decal "Battery Jump Connector" is to be installed on the outside of the Jump Connector area. **Exact location to be determined later.**

6.16.21 The battery box shall be powder coated on both sides of the box. The battery box is to have four-(4) drain holes with a vent in the rear upper corner of the box.

6.16.22 Install a door latch on the curbside for holding top hinged battery doors when open.

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6.16.23 Provide an electrical quick disconnect plug assembly for all wires to the driver's radio console located on the curbside of the console. Provide a minimum of five-(5) spare wires for adding of components later on.

## 6.17 PASSENGER ENTRANCE DOOR AND UTILITY DOOR

6.17.1 The Paratransit vehicle shall be equipped with a minimum 1" x 1" x 11-gauge aluminum, or 16-gauge steel framed entry/exit door or T6061-T6 or T6063-T6 aircraft aluminum extrusion. The door shall have a full clear opening width of at least thirty inches (30") and a full height of at least seventy-seven inches (77").

6.17.2 The entry door shall be fully encompassed by a steel door surround. The complete door surround shall be a minimum 16-gauge steel and may incorporate the stepwell.

6.17.3 The passenger entry door shall be located on the curb side and towards the front of the vehicle. The entry door shall have safety glass.

6.17.4 The entry door shall be an outward opening type, electrically operated, and controlled from the driver's seat. The door must have a mechanical emergency release handle. Opening and closing of the door shall be equipped with micro switches which shut off the door motor when the door reaches full open or full closed. All entry door relays and electrical boards are to be in a water-proof box. APPROVED: A&M entry door system is acceptable and meets the above build requirements.

6.17.5 At the meeting edge of each door panel a 2" rubber seal shall be installed so that the edges form a tight overlapping seal when closed.

6.17.6 Stepwell is to be of one-piece steel construction. Stepwell is to be constructed of minimum 14 gauge galvanized or stainless steel adequately reinforced to prevent deflection.

6.17.7 Provide an access door to the front entrance door mechanism and cannot be attached with screws.

6.17.8 Provide two (2) sloping grab rails down the front entrance stepwell. (see Section 6.8, Photo 11) The front entrance stainless-steel grab rail shall be parallel to each other and a minimum of 29-inches high from top of first lower step.

6.17.9 Provide a vertical 1¼-inch grab rail from the destination sign area to the floor to mount a farebox by the front entrance door.

6.17.10 A driver's door shall be provided to the left of the driver's area. This door shall be lockable from inside or outside the vehicle.

6.17.11 The driver's door shall incorporate an open-able window and arm rest. Driver's entrance door is to have an inside grab handle on the window post by the left front windshield.

6.17.12 Provide a hinged utility door at the rear of the Paratransit vehicle. This utility door must be at least 32" wide x 53" high. The utility door must have upper and lower windows in it with minimum 840 square inches. If utility door windows are a different size, the intent is to have a large window mounted low in the door and another smaller window mounted high in the door. This is needed for increased safety due to greater visibility while backing up.-Provide standard Rear window in lieu of Utility door.

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6.17.13 This rear door shall be labeled as a "Utility Door" on both sides of the door. The Utility Door is to only open from the outside. This rear door shall NOT be labeled as an "EMERGENCY DOOR". Use a locking mechanism that secures the door at least at the top and bottom (two-point latch).

6.17.14 The Utility Door shall have a switch on the door jam that activates a red light and buzzer on the dash when the door is opened. Provide a handle which could be used to open and close the door from inside. The door handle/latch must be lockable with a key from the outside.

6.17.15 All inside manual door mechanisms are to be covered with ABS covering.

6.17.16 Provide rain water drip rails over all exterior doors with down spouts. Entrance door drip rail will extend over the full width of the entrance door and is to be large enough to keep the water from the roof dripping onto the passengers.

6.17.17 Entrance door steps:

a. Entrance door steps must have a 10-inch deep step landing and step riser maximum of 8 1/2-inches. (See Section 6.9, Photo 11)
b. The lowest entrance door steps need to be between 10-inches to 11.5-inches off the ground.
c. Entrance doorsteps and upper floor landing nosing shall be covered with 2-inch yellow nose piece.
d. Entrance doorsteps are to end on the operator landing platform.
e. Approved: Yellow step nosing from the manufacturer of the floor covering.

6.17.18 The Edge of the passenger floor platform may be straight or at a slight angle

6.17.19 Door Locks and Ignition Keys

a) Each Vehicle chassis purchased must have the same driver door and ignition key. (Each bus will have the different keys as Ford doesn't offer keyed alike ignitions anymore.)
b) All Paratransit vehicle utility doors are to be keyed alike.
c) All Paratransit vehicle wheelchair lift doors are to be keyed alike.
d) All Paratransit vehicle radio storage doors are to be keyed alike.
e) OEM key code to ignition ~~key FOB~~ must be given to Procuring Agency.

6.17.20 Provide an exterior curbside mounted (lower front cap slopped edge) mounted entrance door key switch. Approved: Kubota manufactured electric door key switch.

## 6.18 WINDOWS AND WINDSHIELD

6.18.1 The side passenger windows shall be a large transit type, as opposed to the school type. It is desired to maintain a transit type appearance, and small school windows will not be acceptable.

6.18.2 Passenger windows must be capable of opening from the top to ensure ventilation. Windows shall be a tip-in or a sliding type. Windows must provide a minimum opening area of 48 sq. in. each and/or a minimum ventilation area of 484 sq. in. total for all windows.

6.18.3 Provide a black nylon looped webbing to be mounted between each passenger window, about 3½-feet above the floor. This nylon loop must be a minimum 1½-

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inch wide, double weave, and able to support an occupant weight and wheelchair/scooter if for any reason they need to steady or support themselves. Each loop's ends are to be doubled over and sewed about 1-inch from each end before they are attached to the wall with washers. The nylon loop shall be 24-inchess in circumference.

6.18.4 A minimum of two (2) hinged emergency exit windows must be provided on the street side of the Paratransit vehicle and two (2) emergency exit windows on the curb side of the Paratransit vehicle.
APPROVED: Single oversized 24" X 36" window per side.

6.18.5 Emergency exit windows must be clearly labeled (English & Spanish) and operating instructions must be clearly visible. All windows shall be designed and installed in compliance with FMVSS 217 (Bus Emergency Exit and Window Retention and Release).

6.18.6 All passenger area windows must be tempered or laminated safety glass. Windows are to be tinted with light transmission between 20-31%.

6.18.7 All window frames shall be black Flexanar (HEHR) or black Anodized coating or the equivalent. Each side window shall be a minimum of 116" perimeter dimension.

6.18.8 The windshield is to be a one-piece design as is provided by the OEM chassis manufacturer. Windshield shall be laminated tinted safety glass.

6.18.9 The driver's side window shall be the roll down type. The driver's side window shall be OEM safety glass.

6.18.10 Provide two (2) OEM sun visors on the interior for left and right sides of the chassis windshield.

## 6.19 INTERIOR MODESTY PANELS

6.19.1 Modesty Panels: Modesty panels must be secured to a frame support and not the headliner. Do not use speed nuts. (See Section 6.8, Photo 5)

a. **Operator Modesty Panel**: Install a ¼ inch tinted Plex-a-Glass shield behind the operator and the passenger compartment with a hand hold cut into it with two (2) vertical and (2) two horizontal stanchions.
b. **Front Door Modesty Panel**: Install a ¼ inch tinted Plex-a-Glass shield with a hand hold cut into it with two (2) vertical and (2) two horizontal stanchions
c. **Wheelchair Door Modesty Panel**: Install ¼ inch Plex-a-Glass shield with a hand hold cut into it with two (2) vertical and (2) two horizontal stanchions
d. All Modesty Panels are constructed with same material as the interior walls.

6.19.2 The rear wheelchair lift modesty panel is to be positioned between the wheelchair lift and in front of the first passenger bench seat. Modesty panel must completely cover the space from the floor level to the ceiling height and to the wall. This is to prevent passengers from extending their hands and arms into the wheelchair lift operating area

## 6.20 HEATING

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6.20.1 The heating system shall have at least two (2) unit type heaters, one (1) OEM heater located in the driver's dash and one (1) in the rear upper portion of the passenger area. Output of the rear passenger heater shall be at least 62,500 BTU's. The rear passenger heater needs at least three (3) **adjustable** heater outlets with at least 1300 CFM on high speed. All hoses are to be supported and protected from rubbing and chaffing. Enclose all coolant hoses so that a ruptured hose does not spray coolant into passenger compartment. Any nylon ties must be cut off smooth. In the unlikely event that the rear heater core leaks hot coolant, install a large enough drain hose from the heater-A/C cover to the exterior of the vehicle. This hose can also be used for the A/C evaporator core drain too.

6.20.2 The passenger compartment heater shall be located in the ceiling at the rear of the vehicle.

6.20.3 Both the front dash and rear ceiling passenger heater fans shall have their own fan speed position switches and be individually controlled from the instrument panel.

6.20.4 All electrical wires for the rear heater fans must be enclosed in split plastic loom. All exterior coolant hoses must be covered with an insulating wrap so the coolant won't lose its heat before reaching the rear heater core.

6.20.5 A 12-volt booster pump shall be provided to pump hot engine coolant up to the rear passenger ceiling heater. This pump shall pump a minimum of 17 gallons per minute with 7-feet head lift. Size of the wire should allow no more than a 3% voltage drop between the circuit breaker and the booster pump. Provide a booster pump that is rated as an industrial type and has a maintenance free pump motor. The ProAir In Line Booster Pump 5/8" Part No.: 50 001 702 booster pump is Approved The booster pump will operate when the rear passenger heater fan switch is turned to the "on" position. Label the switch "Rear Heater."

6.20.6 Provide three (3) manually operated ¼-turn ball valves. Mount one (1) valve between the engine and the and the booster pump, one (1) valve between the booster pump and the passenger heater core, and one-(1) valve between the passenger heater core and in the chassis return line from the rear heater core to engine. **(The exact location will be determined later**. (See Section 4.48, Diagram 1)

6.20.7 Mount the booster pump, underneath onto the lower OEM chassis frame roadside of vehicle. Always spray the terminals and connections before and after they are connected together. APPROVED: Weatherpack type connectors.

6.20.8 The booster pump should have enough support and insulation to keep the pump from vibrating and making noise, with a maximum of 40 dB 12-inches above the floor over the booster pump compartment inside the passenger area.

6.20.9 Add two electric shut off solenoids that control coolant flow when the heating system is in use. Both solenoids need to allow coolant flow when heat is called for and then stops coolant flow when the switch is turned to the "off" position. (See Section 4.48, Diagram 1)

## 6.21 AIR CONDITIONING

6.21.1 An air conditioning system shall be provided and shall have the capacity to maintain a constant interior temperature of 73° F. +/-3° F. at a level four (4) feet

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above the floor along the centerline of the Paratransit vehicle with an outside ambient temperature of 100° F. and a relative humidity of 80%.

6.21.2 The air conditioning system must be capable of lowering an inside temperature of 100° F. to 73° F. +/-3° F. within 30 minutes with all doors closed and the compressors running at 1500 RPM. The air conditioning system's capability to meet this cooling requirement must be tested by the successful Contractor on one (1) vehicle before vehicle acceptance is authorized. Testing will be conducted in a field environment or under conditions in which ambient and interior temperatures are artificially developed.

6.21.3 Minimum capacity of the passenger compartment air conditioning system shall be rated at 65,000 BTU. Exterior roof mount is not acceptable.

6.21.4 If the condenser is mounted underneath the cutaway body, it must be protected from thrown mud, slush, and stones with housing and shields. Use weather and dust proof "Exterior" condenser motors. A seal shroud must be placed between the A/C condenser and intake screen. The sealed shroud will prevent dirt and trash from being sucked directly off the road.

6.21.5 The skirt mounted condenser shall include a minimum of three (3) 10" axial fans. The ground wire for the condenser fan motors shall be grounded inside the vehicles' interior electrical panel. The wires and terminals have the same requirements as the wiring in Section 4.17.

6.21.6 All A/C Freon lines are to be checked for loose and leaking connections and from rubbing points. A/C lines need to be insulated from any heat source.

6.21.7 The total electrical current required by the two (OEM and Contractor) air conditioning systems in high fan speed mode shall not exceed 60 amps. All electrical cables and wires for the air conditioning are to be enclosed with plastic, split loom. Any nylon ties are to be cut off smooth.

6.21.8 Provide HFC-134A refrigerant for the rear passenger air conditioning system.

6.21.9 Provide condenser covers for winter use which includes an outside front cover and three (3) inside rear covers for the condenser fans.

6.21.10 A/C condenser shall be coated to repel rock salt and rock salt alternative solutions from corroding the condenser.

## 6.22 INTERIOR SEATING

6.22.1 The driver seat must be an OEM powered driver seat or an approved equal, with high back, powered lumbar support, right arm rest, and a reclining back rest. The Driver's seat must accommodate ninety-five percent (95%) of the adult population. The Driver's seat shall be cloth covered in a dark blue color or another color to be decided at a later time.

6.22.2 Mounting of the driver seat to the floor must be approved by the OEM seat manufacturer.

6.22.3 Seating shall be provided for a minimum of ten (10) seated passengers. The ten (10) passenger seats are to consist of five (5) 2-seater, side flip-fold benches. Four (4) of the five (5) seat benches shall be mounted on the curb side of the vehicle. Install one (1) seat bench against the street side rear corner of the vehicle. When folded up, the seat must not be any greater than 11-inches thick. The Freedman

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Double BV, Child Restraint Seat (CRS), Foldaway Seat is approved (see Section 4.49, Diagram 2, 3 and 4)

6.22.4 The first bench seat (curbside) behind the wheelchair lift must have a 3-point shoulder/lap belt assembly and not touch the modesty panel when placed in the folded position. The Freedman model 96059 three-point seat belt flip-fold bench is approved.

6.22.5 All passenger seats shall be semi-contoured, pleated type or ribbed bench seats to help keep passengers from sliding off the seats. Seats are to be consistent with what is acceptable as a standard transit-quality construction. Do not provide a school bus type seat. Seat frames are to be constructed of heavy duty, minimum, 1" diameter, 16-gauge, tubing. All seat frames are to be welded. No bolts will be allowed.

6.22.6 All seats shall provide a minimum width of 35-inches (35"). Seat backs are to be a minimum of 37-inches (37") in height, measured from the floor to the top of the seat back.

6.22.7 Seat cushion depth shall be a minimum of 16-inches (16"). Each seat back shall incorporate a padded grab handle across the top of each forward-facing seat. The grab handles are to be made of integral skin urethane foam (20 lbs/sq. ft.). (see Section 6.8 Photo 5)

6.22.8 Seats shall be molded polyurethane foam padded and shall be constructed with removable back and bottom cushions for ease of repair and replacement. Cushions shall be removable without removing seat frames from vehicle. A maximum of two (2) seating position per cushion is acceptable. Cushions are to be covered with a medium blue heavy duty vinyl. For standardization purposes in UTA's fleet, use General T.S.V. Miler, D-257 medium blue vinyl. (This is also referred to as Miler Dark Blue #362728800 from Omnova.)
APPROVED: The Freedman BV and AM Foldaway seat.

6.22.9 Hip-to-knee room shall be a minimum of 29-inches (front of back cushion to rear of the next forward-facing seat or wheelchair modesty).

6.22.10 Seats shall have Ultra-thin back rests for added hip-to-knee room.

6.22.11 Seats must meet FMVSS specifications including FMVSS 210 for seat belt application. All seats are to have retractable seat belts that are at least 64-inches long (bolt to bolt).

6.22.12 Automatic seat belt retractors must be attached to the rear of the seat frame and must retract to rear of the seat and must stay within the interior seating area.

6.22.13 Seat belts are to retract all the way into the plastic holder. Retractor plastic belt covers are not to intrude into the passenger seating area for the comfort of the seated passengers. When passengers seat belts are in use, they must automatically retract and lock into place.

## 6.23 INTERIOR LIGHTING

6.23.1 Interior shall be illuminated so as to provide 12 lumens per square foot over the entire normal reading position of the passenger seats and meet FTA requirements.
APPROVED: The interior passenger compartment of mounting LED type lights. Provided with an operation of a compartment dimmer light controller at the UTA approved center dash console.

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6.23.2 A front door stepwell shall have two (2) LED lights on the front entrance step area and one (1) LED light & bezel above the entrance door stepwell and wired to light up when the front door is opened when the Ignition switch is in the ON position.
6.23.3 The entrance door light is to turn on when the door is open.
6.23.4 All interior lights are to turn off when the ignition switch is turned off. The only exception would be the driver's LED map light.
6.23.5 Interior lights (behind the driver) shall operate with an On/Off slide dimmer switch on the UTA approved center dash console.
6.23.6 Interior lights are to be of a dimmable LED style lighting system.
6.23.7 All rear interior lights shall turn "On" when front passenger door or wheelchair lift door is opened.
6.23.8 The inside wheelchair lift LED ceiling light must be mounted in a bezel that does not intrude into the ADA height requirements.

## 6.24 EXTERIOR LIGHTING

6.24.1 All exterior lights must meet all FMVSS requirements. All exterior lighting shall be LED lighting approved by FMVSS wherever possible.
6.24.2 OEM head lamps are required with "High" and "Low" beam positions.
6.24.3 All LED lights shall have a minimum warranty of seven (7) years
6.24.4 Provide two (2) 4-inches in diameter rear amber LED turn signal lights and two (2) 4-inches in diameter rear red LED stop/taillights in the standard chassis manufacturer placement. The turn signal and stop/taillights are to be mounted in a flush rubber grommet.
6.24.5 Provide two (2) additional 4-inch in diameter rear amber LED turn signal lights and two (2) 4-inch diameter rear red LED stop/taillights and shall be place above the standard chassis manufacturer turn signal lights. (See section 6.55, Photo 3). Approved: Different layouts are acceptable. Final layouts to be approved by the agency.
6.24.6 Provide two (2) additional front 4-inch in diameter amber LED turn signal lights. These LED's shall be metal flange mounted to the front cap. These LED's are to be used in conjunction with the front cab chassis turn signal system. (See Section 6.55, Photo 4). Final layouts to be approved by the agency.
6.24.7 Provide two (2) additional amber side directional signals one on each side of the Paratransit body skirt.
6.24.8 Provide two (2) 4- inches in diameter and rubber grommet mounted LED back-up lights. (see Section 6.55, Photo 3)
6.24.9 A rear license plate light shall be provided in a license plate well or standard surface mounted license plate bracket. Rear license plate assembly must be sealed and protected from water entry.
6.24.10 The directional signals shall be operated by an OEM provided lever on the left side of steering column. The directional signals are to be equipped with a heavy duty electronic flasher which needs to be added to the cab chassis. The heavy duty flasher replaces the cab chassis supplied flasher.
6.24.11 Install one (1) wheelchair lift LED light on the exterior below the wheelchair lift door and one (1) wheelchair lift LED light on the interior, above the lift, pointing

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to the lift platform area. These lights shall be activated when the wheelchair lift doors are opened. The lights need to meet ADA requirements.

6.24.12 The power for the body manufacturer marker lights must come from a relay that is activated by the headlight switch.

6.24.13 Provide front, side, and rear reflector (or reflecting tape) that meet FMVSS.

6.24.14 All markers, clearances, tail/brake and turn signal lights having access to the interior of the Paratransit body shall use a flange/rubber grommet mounting.

## 6.25 FLOOR COVERING, INTERIOR WALLS, CEILING AND GRABRAILS

6.25.1 The Paratransit vehicle floor and steps shall be covered in dark grey color vinyl composite flooring. Do not provide any carpet. The floor covering shall be butt jointed and securely cemented to the plywood floor with a waterproof adhesive. Caulk the seams, corners, yellow step nosing and "L" track with a urethane thermoplastic sealant. Any yellow step nosing around the floor edges shall be flush with the floor covering.
APPROVED: Gerflor Tarabus Sirius NT flooring, a vinyl composite floor covering with a 12-year warranty, color Anthracite.

6.25.2 Interior panels and headliner shall be aluminum, fiberglass, Melamine, or FRP, and shall provide a smooth, decorative, durable finish that coordinates with the vehicle's interior color scheme. Panels shall be bonded, welded or riveted in place. If rivets are used, they shall be well concealed. Cheap, flimsy ABS plastic is not acceptable. No snap screw covers are allowed on the top of screw heads on interior panels.

6.25.3 The interior wall and ceiling color shall have a light gray or light tan colored finish.

6.25.4 Insulation shall be provided to insulate from the outside ambient temperature in walls, roof, and front/rear cap areas. Adequate insulation properties shall be provided to ensure minimum heat, cold and noise penetration into the vehicle interior.

6.25.5 Insulation may be accomplished through the use of fiberglass, foam, vacuum design, or equivalent as approved.

6.25.6 All stanchions shall be 1-1/4" stainless steel and shall be securely fastened into structural members at all mounting points. Stanchions shall not be mounted to sheet metal, fiberglass, or other non-reinforced areas. These grab rails shall be securely fastened to ceiling structural supports.

6.25.7 Installed ceiling grab rails on the left and right sides of the passenger compartment ceiling. Ceiling grab rails shall be minimum 74 inches from the interior floor.

6.25.8 Provide six black nylon/rubber looped grab handles (three on each side) from the ceiling grab rails. (See Section 6.8, Photo 6) These nylon/rubber loops must be minimum 1½-inches wide, double weave, and able to support an occupant weight if for any reason they need to steady or support themselves. Each loop's ends shall fasten around and hang down the ceiling grab rails. The nylon/rubber loops shall be 24-inches in circumference.

## 6.26 MIRRORS - INTERIOR AND EXTERIOR

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6.26.1 Provide Curbside and Roadside exterior mirrors with Manual control, non-heated, and for 96- inch-wide vehicle with integral arm and integral convex mirror. (See Section 6.13, Photo 14 and 15) Note: Operational function for each glass MUST move within the heads individually.
Glass requirements: flat glass – 7-inches by 7 ½-inches; convex glass 6 ½-inches by 3 ½-
Inches.

6.26.2 Provide one-(1) interior rear-view mirrors: A 6-inch by 9-inch convex interior rear-view mirror is to be adjustable (Up/Dn, Lt/Rt). The mirror is to be mounted above the windshield. (See Section 6.13 Photo 16) Exact location will be decided later.

6.27 **UTA PAINT SCHEME AND DECALS FOR INTERIOR AND EXTERIOR**

6.27.1 Paint Scheme: The exterior paint shall be BASF Clear Coat. Paint samples will be provided to match the paint colors. (see Section 6.55, Photo 1, 2, 3, and 4)
White (background)
a. Red #18627 or Axalta 77406 EX
b. Blue #576172 or Axalta 777407 EX
c. Silver #21038
Approved: DuPont Chroma paint and PPG paint

6.27.2 UTA Logo and the word "PARATRANSIT"
A copy of UTA's logo will be sent to the successful bidder.
a. Place one (1) UTA logo and the word "PARATRANSIT" on front of vehicle header.
Non-reflective lettering shall be 2-1/4 inches in height.
b. Place one (1) UTA logo on the rear of vehicle header.
Non-reflective lettering shall be 3-inches in height.
c. Place one (1) UTA logo and the word "PARATRANSIT" on both top sides of vehicle.
Non-reflective lettering shall be 3-inches in height
d. The word "PARATRANSIT" on both lower sides.
Non-reflective lettering
(See Section 6.55, Photo 1 2, 3 and **Exact location to be determined later**.

6.27.3 Exterior vehicle numbers: Provide 4" black numbers on the exterior in four (4) locations. Use high quality vinyl for the numbers. The numbers for these vehicles will be five digits long and provided by the agency. (See Section 6.55, Photo 1, 2, 3, and 4
a. Place one (1) above the driver's door
b. Place one (1) above the passenger entry door.
c. Place one (1) on front area.
d. Place one (1) on rear.
**Exact location will also be decided later.**

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6.27.4 Interior vehicle numbers: Decals are to be black and four-(4) inches tall. Place one set of number decal on the interior header. **Exact location will also be decided later** (See section 6.55, photo 5)

6.27.5 Three (3) reflective handicap decals that are eight (8") inches high by eight (8") inches wide shall be supplied and installed. Blue background, w/white symbol.
a. Place one (1) decal shall be installed on the left rear of the vehicle.
b. Place one (1) decal shall be installed on the upper right front corner of the vehicle.
c. Place one (1) decal shall be installed on the wheelchair lift door.
**Exact location to be determined later** (see Section 6.55, Photo 1, 2, 3, and 4)

6.27.6 Decal (1½-inches high by 4-inches wide). Place one UV resistant decal on the street side (and curb side if equipped with 2nd filler neck) of vehicle body above fuel door. Color: black lettering on a white background.
**"Unleaded Only" or "Propane Only" or "Diesel Only" as appropriate.**

6.27.7 Reflective Decal (12-inches in height by 18-inches wide). Place one decal on the rear, left side of vehicle body. Color: Black lettering on yellow background with a black box around the outside (see Section 6.55, Photo 3) that reads:
**"THIS VEHICLE STOPS AT ALL RAILROAD CROSSINGS"**

6.27.8 Decal English & Spanish versions (4¼-inches in height by 7-inches wide). Place one black letter decal on roadside exterior body, below wheelchair lift 'forward door' panel Exact location will be determined later.
**"FARE PAYMENT REQUIRED UPON BOARDING" "DRIVER CARRIES NO CHANGE"**

6.27.9 Decal English & Spanish versions (2½-inches in height by 21½ inches wide). Place one-(1) white letters red background decal above the inside wheelchair lift doors area. **Exact location to be determined later.**
**"Watch Your Head"**

6.27.10 Place one-(1) black letter decal A decal "" is to be installed on the outside of the Battery Jump Connector area. **Exact size and location to be determined later.**
**"Battery Jump Connector"**

6.27.11 Decal (3-inches in height by 5 inches wide). Place one black letter decal outside the battery and cutoff switch door. **Exact location to be determined later.**
**"Batteries Cutoff Switch"**

6.27.12 Decal English & Spanish (2 ½ -inches in height by 21 ½ -inches wide). Supply six-(6) non-reflective black letting decals. Place three-(3) decals on each side of the vehicle above the side windows. **Exact location to be determined later.**
"**WHEELCHAIR SECUREMENT LOCATION FORWARD FACING"**

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6.27.13 Decal English & Spanish (2 ½-inches in height by 21 1/2-inches wide). Supply one-(1) non reflective black letting decals. Place one-(1) decal on curbside of the vehicle above the first side window. **Exact location to be determined later.** **"PLEASE OFFER THESE SEATS TO ELDERLY AND PERSONS WITH DISABILITIES"**

6.27.14 Decal English & Spanish. Supply two-(2) reflecting black letting/yellow background plastic composite panels. Place one-(1) plastic composite panel on upper step face and second on upper high rise floor front face of the vehicle. Exact location to be determined later.
**"WATCH YOUR STEP"**

6.27.15 Decal English & Spanish. Supply one-(1) non-reflective black letting decals. Place one-(1) decal above driver's seat area of vehicle. Exact location to be determined later.
**"EXACT CHANGE ONLY – DRIVER CARRIES NO CHANGE"**

6.27.16 Decal English & Spanish. Supply one-(1) non-reflective red letting decals for FLEX coaches only. Place one-(1) decal above driver's location. Exact location to be determined later.
**"TRANSFER UPON REQUEST"**

6.27.17 Decal English. Supply one-(1) non-reflective red letting decals. Place one-(1) decal on curbside directly out from the ¼ turn water valves. Exact location to be determined later.
**"MANUAL WATER VALVES"**

6.27.18 Decal English & Spanish. Supply one-(1) non-reflective black letting decals. Place one-(1) decal interior of coach on front driver's overhead panel. Exact location to be determined later. **"STANDING FORWARD OF YELLOW LINE IS NOT PERMITTED WHILE VEHICLE IS IN MOTION"**

6.27.19 Decal English & Spanish. Supply one-(1) non-reflective red letting decals. Place one-(1) decal on emergency roof hatch. Exact location to be determined later.

**"EMERGENCY EXIT"**

6.27.20 Decal English & Spanish. Supply four-(4) non-reflective red letting decals. Place one-(1) each on upper edges of emergency egress windows. Exact location to be determined later. **"EMERGENCY EXIT"**

6.27.21 Decal English & Spanish. Supply eight-(8) non-reflective red letting decals. Place two-(2) each decals on each emergency window next to handle assembly. Exact location to be determined later. **"EMERGENCY EXIT PULL RED HANDLE UP PUSHING WINDOW OUT"**

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6.27.22 Decal English & Spanish. Supply one-(1) reflective black letting decals. Place one-(1) decal entrance door outer glass. Exact location to be determined later. **"CAUTION DOORS OPEN OUT"**

6.28 **INTERIOR STORAGE/CABINETS**

6.28.1 Provide one (1) tall wheelchair tie down storage cabinet and upper radio box compartment that does not interfere with the wheelchair floor space. The cabinet shall be built of plywood and a covering (with clothe/carpet material) to match the interior of the vehicle. The storage cabinet and radio compartment shall be installed directly behind the driver's modesty panel on the roadside of the coach. **Exact location to be provided during installations.** See Section 6.8, Photo 10

6.28.2 The cabinet size shall be a minimum of 67 ¼ -inches high by 17 ½ -inches wide by 22-inches deep (outside dimensions). See Section 6.8, Diagram 9, 10, and 11

6.28.3 Provide two exterior cabinet doors. The two-(2) cabinet doors shall have a full length stainless steel piano hinge.

6.28.4 The top of the cabinet shall be secured to the solid part of the wall or to the "L track" with two (2) upper brackets.

6.28.5 The wheelchair tie down storage cabinet and radio compartment requirements:

a. Exterior ¾ inch plywood
b. Provide four shelves in the storage cabinet.
    1. Interior shelving shall be 5/8 inch plywood.
    2. The three lower storage cabinet shelves are to be stationary.
    3. The top radio box shelf shall be slide in and out with a locking latch.
    4. Wheelchair tie down door is to have a 1-inch by 1-inch metal tubing to keep the door from warping.
c. The storage cabinet compartment shall have eight (8) wheelchair tie-down holders on three stationary shelves for wheelchair tie downs, lap and shoulder belts. Sections of floor L-track are to be used to secure the tie downs to the shelves.
d. Place two 3 inch holes on the upper radio box right side for radio wiring and harnesses. **Exact location to be determined later.**
e. All sides and shelves of the storage cabinet and upper radio compartment are to be covered with a fabric material.

6.28.6 **Storage Compartment above the windshield:** Provide storage compartment with a composite fiber 3/4-inch carpeted plywood inner cabinet, with two thumb screws latches above the windshield with a minimum size of 14-inches high by 33 1/2-inches wide by 9 ½ -inches deep.

6.28.7 **UTA Sign Notice Holder:** A two-piece, clear Plex-a-Glass, 18½-inches by 12½-inches wide by 1/8 inch thick with a cut in slot that is 4-inches high by 3/4-inches wide Spacing between the two pieces of Plex-a-Glass shall be approximately 1/8-inch (two 1/4-inch flat washers). (see Section 6.10, Diagram 12 and Photo 12)

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6.28.8 **UTA Cardholder:** Provide 20 gauge, black power coated stainless steel holder to hold vehicle information and install on the exterior of the storage cabinet. (see Section 6.10, Diagram 13 and Photo 13) **Exact location to be determined later.**

6.28.9 Provide a walker restraint system fastened to the interior wall such as the q'straint Q-3009 or similar.

## 6.29 WHEELCHAIR LIFT DOOR SPECIFIACTIONS

6.29.1 The wheelchair lift location shall be on the curb side of the vehicle between the front and rear axle.

6.29.2 The vehicle shall have two (2) individual wheelchair lift doors with vertical stainless steel hinges with windows in each doors, and opening outward from the vehicle. The doors are to be held open with a gas struts system. The lift door handle must be lockable from the outside. All lift door keys are to be the same on all vehicles. Provide door hinges and door latches that will last the life of the vehicle. (Cracking or breaking of doors, panels, hinges, hinge mounts, gas strut mounts, and/or mechanical spring mounts is not acceptable.)

6.29.3 Minimum wheelchair door dimensions shall be 42" wide by 68" high or meets ADA requirements.

6.29.4 Wheelchair lift and utility doors are to have door stops to keep the gas door strut from bending and breaking.

6.29.5 Drip rail over wheelchair door area is to be large enough, with a down spout to keep the water from the roof dropping down onto the passengers.

6.29.6 Wheelchair lift outside LED light shall be flush (rubber grommet) mount and must meet ADA requirements.

6.29.7 Rear wheelchair lift door is to open wide enough for the operator to stand next to the wheelchair lift when operating the lift. Open supports to be 'T' latch bar equipped.

## 6.30 WHEELCHAIR LIFT

6.30.1 All wheelchair lifts must meet all requirements of FMVSS and ADA The complete wheelchair lift unit shall be fully-automatic, including folding of platform, and be electro-hydraulic powered with a working load capacity of 1,000 lbs. and shall be totally self-contained and installed without modifications to the vehicle body or frame. The hydraulic control box and pendant assembly shall be located behind the wheelchair lift (Rearmost part of the bus). APPROVED: Braun NCL1000FIB3454-2 wheelchair lift or equivalent.

6.30.2 The attachment of the wheelchair lift assembly to the vehicle shall allow easy removal and be readily accessible for repair and maintenance.

6.30.3 The wheelchair lift shall have a bridge plate designed for a smooth transition (no gaps) from the vehicle floor level to the lift platform level when the platform is in the raised loading position.

6.30.4 A non-skid surface shall be applied to the bridge plate.

6.30.5 The installation of the wheelchair lift assembly shall not cause excessive unbalanced loading of the vehicle.

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6.30.6 The overall depth of the lift assembly in the stored position inside the vehicle shall not exceed nineteen inches (19”) when measured at the floor level from the lift entry doors.

6.30.7 The lift platform shall have a usable width of not less than 34-inches (34") and a usable length of not less than 54-inches (54”). The lift shall have dual handrails and a passenger interlock/restraint belt.

6.30.8 The wheelchair lift shall be of box-frame construction. The box-frame design is to provide the lift system rigidity without depending upon the vehicle body for strength or alignment.

## 6.31 WHEELCHAIR LIFT CONTROL, ELECTRICAL CIRCUITS AND WIRING

6.31.1 Lift Control System - The complete wheelchair lift assembly shall operate from the vehicles electrical system and shall have one (1) weather resistance lift control box. The control switch on the lift control box shall have permanently attached label plates identifying their functions.
APPROVED: In lieu of providing a pendant mounting clip on the wheelchair door, the agency accepts that the lift has a built-in mounting position on the uprights designed specifically to hold the pendant control box.

6.31.2 Electrical Circuits and Wiring - The power to the lift electrical system shall be controlled through an ON/OFF master switch located on the vehicle’s driver’s dash or console.

6.31.3 The transmission lever and parking brake shall be set before the master (dash) wheelchair switch can be activated. When the "ON/OFF" dash switch is placed in the "ON" position, the switch shall activate a continuous duty electric solenoid that connects the lift electrical system to the vehicle electrical system. Provide interior and exterior wheelchair lift lights that are controlled by a push button on the front lift door. Lights on and around the wheelchair lift shall activate automatically when the lift is powered up, in lieu of a push button on the front lift door.

6.31.4 In the event of vehicle power failure, the lift system shall be equipped with a manual hydraulic hand pump override, a manual lift platform fold-out override, and a manual bleed down to ground valve. The manual override system shall provide a complete operation of the lift without electrical power supply. The manual override hydraulic pump and bleed down valve are to be located inside the vehicle. A detachable hand lever to operate the system is to be stored next to the hand pump. The manual pump shall have the capacity to raise the lift platform from ground to the vehicle loading position, with 1,000 lbs. or greater, evenly distributed over the platform. The bleed down valve shall have a protective device called a flow compensator valve that will limit the maximum descent speed.

6.31.5 In addition, the wheelchair lift power cord shall be protected by a circuit breaker. The electrical power cord from the battery to the lift shall be covered with plastic, split loom to protect the cord from outside elements and sharp corners.

6.31.6 Install a “door ajar” micro switch on the wheelchair lift door panel that “opens first”.

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6.31.7 The transmission lever and park brake cannot be moved out of parked position when wheelchair lift switch is activated.
6.31.8 Wheelchair lift buzzer shall turn off when wheelchair lift is in use.
6.31.9 The wheelchair lift must have an interlock system when the wheelchair lift is in use and must meet FMVSS specifications.
6.31.10 A safety belt restraint must be provided on the wheelchair lift platform when lifting passengers.

## 6.32 WHEELCHAIR TIE-DOWNS

6.32.1 Wheelchair Securement:

- Securement device shall meet all local, state and federal standards and must be ADA compliant.
- The restraint system shall be of the retractor type and comply with the ADA, SAEJ2249 and ISO 10542.
- The floor "L" track will be flange 6000 "L" track (P/N: Q5-6100FPD).
- The upper wall "L" track will be 6000 "L" track.
- Wall L-track IS NOT to be installed over interior window framing or moldings. Must be mounted and secured flat to the wall
- Securing retractors shall be **Automatic SELF LOCKING AND SELF-TENSIONING.** All six-(6) retractors shall be the same in design, size and shape to avoid confusion in placement and be **interchangeable.**
- Retractors **DO NOT** require knobs for tightening. That will be done through the **Automatic SELF-LOCKING, SELF-TENSIONING** feature. If knobs are part of the retractor they must be metal, hard dual knobs (to prevent cracking) but never have to be touched by the vehicle operator for the system to lock.
- Retractors shall have "J" style speed hooks for attachment to the wheelchair or mobility device.
- **The retractors and belts shall include a warranty card for traceability.**
- Retractor shall be under a **limited warranty for a period of not less than two (2) years**.
- The outer casing or housing shall be made of a hard durable metal.
- Retractor housing shall allow for easy access to internal components for servicing or maintenance.
- Retractor shall have the ability to swivel in order to more easily accommodate either the smaller or larger wheelchair.
- Retractors shall be able to sit at an angle between 30-60 degrees to chair from the floor.
- The Q'Straint QRT MAX system with Positive Lock Indicator meets the above specifications. Provide three (3) videos to show how to use the wheelchair tie downs and shoulder belts.

APPROVED: Q'Straint QRT MAX systems with Positive Lock Indicator meets the above specifications with 6000 'L' track.

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6.32.2 Wheelchair floor "L" tracks shall have spacing as indicated in Section 4.48. Diagram 2. The floor "L" track holes must line up when the tracks are spliced/butted together. The fasteners that mount the 'L' track to the floor must be corrosion resistance, vandal resistant, self-tapping into the steel plate and counter sunk.
APPROVED: Allen head TEX screws to hold the 'L' track into the floor.

6.32.3 Wheelchair Occupant Restraints (wheelchair tie downs, seat and lap belts)

- Provide six-(6) sets of wheelchair floor securement tie downs for each paratransit cutaway vehicle
- A set of wheelchair floor securement tie downs shall include four-(4) wheelchair tie downs with anchor feet for "L" track.
- Provide an adjustable and retractable lap/shoulder belt combo with connector brackets for each wheelchair position.
- Provide an adjustable shoulder belt with connector brackets that shall be a minimum of 100 inches long with one (1) anchor to connect to the "L" track on the floor.
  See section 6.14 Photo 20
- Provide a shoulder belt height adjuster with anchor on the "L" track mounted above the passenger window, for proper height adjustment.
- Provide an Emergency Locking Retractor.
- All occupant restraints and wheelchair restraints that attach to the "L" track shall have "quick-release" anchor feet attachments.
- Provide a continuous "L" track above the passenger windows, from the extreme rear to the front, on both sides of the vehicle, for anchoring occupant restraints. Bolting occupant restraints to the wall is not allowed. Provide a short "L" track in the ceiling for the occupant restraint next to the wheelchair lift.

  APPROVED: The Q'Straint Kit (QRT MAX system with Positive Lock Indicator) meets the above specifications.

6.32.4 Provide two (2) extra wheelchair lap belt extensions per vehicle with adjuster to accommodate a variety of passenger sizes.
APPROVED: Seat belt extensions P/N: Q5-6340-12.

6.32.5 Provide six (6) webbing loops to be used with tie-downs where hooks cannot be fitted around the wheelchair frame.
APPROVED: Webbing loops P/N: Q5-7580

## 6.33 **MISCELLANEOUS**

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6.33.1 There shall be no sharp corners inside or outside on the unit that will cause injury to passengers. All corners that can cause injury shall be slightly rounded and filed smooth.
6.33.2 Welds shall be relatively free of slag inclusions and undercut. Fillet welds size shall be equal to the thickness of the joined parts.
6.33.3 All material installed shall be new and free of rust.
6.33.4 No wires shall be visible on the exterior or interior of the unit.
6.33.5 The body shall be free of all cracks, dents, and defects due to metal fatigue or physical damage.
6.33.6 All switches shall be permanently labeled. Dyno stick-on labels are not acceptable.
6.33.7 All units shall be thoroughly cleaned and weather sealed prior to delivery.
6.33.8 The Procuring Agency will only accept the installation of new and unused components and parts and models in current production.
6.33.9 The Procuring Agency shall approve the routing of any wiring, coolant hoses and A/C lines installed by the Contractor. Any wires or components that are connected into the OEM chassis wiring system must be documented in the required wiring diagrams along with photos showing the location of the electrical connections.
6.33.10 Provide the Contractor's component part numbers and if applicable, the vendor part numbers of all the components installed by the Contractor.
6.33.11 Ship loose the registration holder.
6.33.12 Provide two (2) sun visors on the interior for left and right sides of the vehicle.
6.33.13 Install a coat hook behind and to the rear of the driver. **Exact location to be determined later.**

## 6.34 RADIO REQUIREMENTS

6.34.1 Attach radio display console housing onto the engine interior access cover mounting studs. The current drawings and illustrations can be provided upon request by bidder. (Drawings can be modified to fit any or all other OEM attachments).
6.34.2 Radio display console housing is to have a side cover, an electrical quick disconnect plug assembly and a lower floor pedestal for support. **Floor pedestal is not to be screwed or secured by any fastener to the floor.**
6.34.3 Antenna Configuration:

**Access Boxes and Conduits**

Three-(3) 5-inch spin out access panels shall be required for interior antennae access to the roof panel. Two-(2) continuous unbroken length of 1 ½" diameter conduit should be installed from the antennae spin outs access panels to the radio box area. A pull wire shall be placed in the conduit between access panels and radio box area. These access panels shall be placed no closer together than 18-inches center to center and no closer than 6-inches to any other surface feature of the roof ( i.e. hatch, seam, etc.).
*See agency for exact mounting locations.

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6.34.4 Power requirements shall be supplied and installed by ***Contractor***. Heat-shrink all wire ends.
The radio box shall be equipped with power wiring as follows:

A. Qty.1 Ground lead, **10 ga**. stranded, from the main fuse box ground wire lug to the radio box area (Radio box compartment).
B. Qty.1 12V, Battery lead, **10 ga.** stranded, run from the main fuse box power lug with a inline 30 Amp blade type fuse, powered from 12 V. battery source at the cutoff switch.
C. Qty.1 12V, Switched ignition, **14 ga.** stranded, ½ Amp max, from switched ignition solenoid to the radio box area and can be shared circuit. The switched ignition solenoid shall be powered when the master ignition switch is in the "Run" position or "Accessory" position.

All three (3) leads shall be brought into the radio box compartment and left un-terminated, and labeled, approx. 20-inches long from point of access to the radio box.

6.34.5 Dash harness shall be supplied by the agency (UTA) and installed by the Contractor from the radio box to the specified dash area with 24" if of cable from the exit point, and 24" min of cable inside the radio box.
6.34.6 Three-(3) antennas will be supplied by agency, BUT installations provided by the Contractor.

## 6.35 SAFETY EQUIPMENT

6.35.1 Equip each vehicle with one (1) 5 unit first aid kit. (Ship loose)
6.35.2 One (1) seat belt emergency cutter. (Ship loose)
6.35.3 One (1) EVAC-AID (by Tie Tech, Inc., or an approved equal). (Ship loose)
6.35.4 One (1) General TCP-5LH, 3A-40BC fire extinguishers with a hose. (Ship loose)
APPROVED: Amerex 3A-40BC fire extinguishers.
6.35.5 One storage box with three (3) triangle reflectors. (Ship loose)

## 6.36 DRIVE-AWAY REPORT

6.36.1 A report shall be submitted by the drive-away, listing all incidents and unusual vehicle performance occurring during the delivery trip. Speed and operation of the vehicle en-route shall be controlled so as to prevent damage to any part of the vehicle. In the event the delivery of any vehicle is interrupted for any reason, the Contractor or drive-away, shall submit a report to the Authority describing the nature of the service or repair, and the cause and restoration required, if any, to continue the trip.

## 6.37 TRUCK WATER TEST AND ROAD TEST

6.37.1 Perform a minimum fifteen (15) minute water test to check for water leaks. Water test shall include the top, left, right, front, and rear sides.

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6.37.2 Perform a fifteen (15) mile road test. The road test shall consist of the following: right hand turns, left hand turns, bumpy road, stops, and a minimum of one (1) mile distance at 65 miles per hour. Any tolls occurred during road test are to be paid by the Contractor.

## 6.38 VEHICLE DOCUMENTATION

6.38.1 Provide verification of vehicle and axle weight when delivered to the Procuring Agency for each vehicle.
6.38.2 Provide vehicle chassis V.I.N., engine and transmission serial numbers for each Paratransit/cutaway vehicle built.
6.38.3 Provide a drive-away report for each vehicle. (See 4.40.1)
6.38.4 Provide all defect write up sheets on each vehicle produced by the manufacturer.
6.38.5 Provide front end alignment paper work for each vehicle.
6.38.6 Provide model and serial numbers of: wheelchair lift, auxiliary heater, A/C add-ons, and any other components that have model and serial numbers.

**6.39 BID PRICE FOR OPTIONAL EQUIPMENT: Provide a separate price for FLEX/route deviation CONFIGURATION. The following applies to Pricing Schedule 0008:**

6.39.1 Seating arrangement for 14 passengers/5 wheelchair position. (See Section 4.48, Diagram 4)
6.39.2 The two additional passenger bench seats are to have additional floor structure to support the bench seats and is to be of a minimum of 10 gauge mild steel.
6.39.3 Passenger Chime: Passenger chime system for the interior roadside and curbside walls. "STOP REQUESTED" buttons are to be installed on the underside of the flip/fold bench seats. A lighted "STOP REQUEST" sign at the front of the bus facing the passenger area is to be mounted to the ceiling. Passenger chime system must have an on/off switch on

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the UTA approved custom center dash console. (See Section 6.13, Photo 17 and 18 and Section 4.57 photo 21)

6.39.4 PA system: Provide a PA system with two (2) rear speakers, one on each side of the van interior chassis. Exact location will be determined later.

- ❖ APPROVED: 'Clever Devices'- Speakeasy II with remote microphone, momentary switch, foot switch, and with a fully populated plug.

**IMPORTANT NOTE: the Speakeasy II requires a DC to DC converter. A *Step 7* brand converter is approved only. The Speakeasy brand converter is NOT approved.**

6.39.5 Provide an amber front destination sign. Provide a destination sign door with two thumb screws latches and door lock.

- ❖ APPROVED: TWINVISION (16X140) with night dimming sensor

6.39.6 Provide an interior rear curbside mounted amber number destination sign.

- ❖ APPROVED: TWINVISION (14X72)

6.39.7 Provide two front flanged amber LED turn signal lights

6.39.8 Provide and install black bike rack with 2 bike spaces on Route Deviation vehicle.

- ❖ APPROVED: SportWorks DL2 model has been approved.

6.39.9 Provide automatic passenger count system (APC) to be compatible with an output for a mobile data system.

- ❖ APPROVED The Urban Transit Associates APC system with Hella type sensor.

6.39.10 Additional Decal:

a. FLEX decals – Five-(5) inches in height, white in color – reflective – total four-(4).

b. Two-(1) reflective handicap decals that is 8-inches high by 8-inches wide shall be supplied and installed. Blue background, w/White symbol.
- Placement for one 8"x8"(1) decal shall be installed on the forward wheel chair lift door.

c. Two-(1) reflective handicap decals that is 8-inches high by 8-inches wide shall be supplied and installed. White background, w/Blue symbol.
- Placement for one 8"x8"(1) decal shall be installed on the left rear of the vehicle.

d. One-(1) reflective handicap decal shall be supplied and installed. White background, w/Blue symbol.
- Placement for one up to 8"x8" or 6" x6" decal shall be install on the upper right front corner of the vehicle.

**6.40 <u>BID PRICE FOR OPTIONAL EQUIPMENT: Provide a separate price for the following "5310" configurations (22' and 24').</u>**

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6.40.1 GENERAL DIMENSIONS: for 5310 vehicles the following modifications to the base vehicle are required

| | | |
|---|---|---|
| 6.40.1.1 | Number of Passenger Seats 22' | 8 minimum |
| 6.40.1.2 | Number of Passenger Seats 24' | 10 minimum |
| 6.40.1.3 | Number of Wheelchair Tie-Down Stations | 4 minimum |
| 6.40.1.4 | Overall Length 22' | 264" (22 ft) maximum |
| 6.40.1.5 | Overall Length 24' | 290 (24ft 2in) maximum |
| 6.40.1.6 | Wheelbase | 138" minimum |

6.40.2 **SUSPENSION, SHOCKS AND FINAL DRIVE**

6.40.2.1 Minimum 5310 vehicle GVWR of minimum 8,500lb.

Approved:

- A Chevrolet Express 3500
- Ford E-450

**6.40.3 INSTRUMENTS AND CONTROL**

6.40.3.1 OEM AM/FM radio/cd player

**6.40.4 PASSENGER ENTRANCE DOOR AND UTILITY DOOR**

6.40.4.1 Provide a hinged utility door at the rear of the Paratransit vehicle. This utility door must be at least 32" wide x 53" high. The utility door must have either one solid window, or upper and lower windows in it with minimum 840 square inches. If utility door windows are a different size, the intent is to have a large window mounted low in the door and another smaller window mounted high in the door. This is needed for increased safety due to greater visibility while backing up.-Provide standard Rear window in lieu of Utility door. Provide pricing for rear door as an alternative option Rear layout of vehicle be approved by agency.

6.40.5 Door Locks and Ignition Keys

a. Door Locks and Ignition Keys Each VEHICLE chassis purchased must have a different driver door and ignition key.
b. All other keys are to be distinct with regard to the vehicle

OEM key code to ignition key FOB must be given to Procuring Agency.

**6.40.6 INTERIOR SEATING**

6.40.6.1 Seating shall be provided for a minimum of eight (8) seated passengers on the 22' bus and a maximum of 14 seated passengers on the 24' bus. All passenger seats are to consist of 2-seater, side flip-fold benches. Three (3) of the seat benches shall be mounted on the curb side of the vehicle. Install the other seat bench(es) against the street side rear corner of the vehicle. When folded up, the seat must not be any greater than 11-inches thick. The Freedman Double BV, Child Restraint Seat (CRS), Foldaway Seat is approved (see Section 6.70, Diagram 2, 3 and 4)

**6.40.7 MIRRORS - INTERIOR AND EXTERIOR**

6.40.7.1 Provide OEM Curbside and Roadside exterior mirrors with Power control, heated, and for 96-inch-wide vehicle with integral arm and integral convex mirror. (See

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Section 6.12, Photo 14 and 15) Note: Operational function for each glass MUST move within the heads individually.

**Glass requirements: flat glass – 7-inches by 7 ½-inches; convex glass 6 ½-inches by 3 ½-inches.**

6.40.8 **5310 PAINT SCHEME AND DECALS FOR INTERIOR AND EXTERIOR**

6.40.8.1 Paint Scheme: The exterior paint shall be BASF Clear Coat. White (background)
APPROVED: DuPont Chroma paint and PPG paint.

6.40.8.2 No additional logos or numbers are required for any 5310 vehicles

6.40.8.3 The following Decals shall NOT be placed on any 5310 vehicles.

- "FARE PAYMENT REQUIRED UPON BOARDING"
- "DRIVER CARRIES NO CHANGE"
- "PLEASE OFFER THESE SEATS TO ELDERLYAND PERSONS WITH DISABILITIES"
-

"TRANSFER UPON REQUEST"

6.40.8.4 All other decals English & Spanish versions included in the base model shall be included on the 5310 vehicle.

6.40.9 **RADIO REQUIREMENTS**

6.40.9.1 5310 vehicles do not require any two-way radio equipment.

6.40.10 **SAFETY EQUIPMENT Include only the following items:**

6.40.10.1 Equip each vehicle with one (1) 5 unit first aid kit. (Ship loose)

6.40.10.2 One (1) seat belt emergency cutter. (Ship loose)

6.40.10.3 One (1) EVAC-AID (by Tie Tech, Inc., or an approved equal). (Ship loose)

6.40.10.4 One (1) General TCP-5LH, 3A-40BC fire extinguishers with a hose. (Ship loose)
APPROVED: Amerex 3A-40BC fire extinguishers.

6.40.10.5 One storage box with three (3) triangle reflectors. (Ship loose)

6.40.10.6 One blood borne pathogen clean up kit

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# Exhibit B Pricing

| VENDOR: LEWIS BUS GROUP | Project: UTA RFP 21-03444AB ParaTransit Buses accessible | | | | |
|---|---|---|---|---|---|
| **Model** | **Year 1 – 2022** | **Year 2 - 2023** | **Year 3 - 2024** | **Year 4 - 2025** | **Year 5 - Final order 2026** |
| **BASE BUS** | **112,000.00** | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 |
| **FLEX BUS** | **134,000.00** | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 |
| **5310 22' *** | **104,000.00** | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 |
| **5310 24'** | **105,000.00** | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 |
| **ELECTRIC** | **Year 1 – 2022** | **Year 2 - 2023** | **Year 3 - 2024** | **Year 4 - 2025** | **Year 5 - Final order 2026** |
| **Electric Base** | **286,000.00** | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 |
| **Electric Flex** | **308,000.00** | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 |
| **Electric 5310 22** | **277,000.00** | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 |
| **Electric 5310 24** | **279,000.00** | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 |
| **LOW FLOOR PRICES** | **Year 1 – 2022** | **Year 2 - 2023** | **Year 3 - 2024** | **Year 4 - 2025** | **Year 5 - Final order 2026** |
| **BASE BUS** | **170,000.00** | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 |

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| | | | | | |
|---|---|---|---|---|---|
| **FLEX BUS** | **192,000.00** | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 |
| **5310 22' *** | **161,000.00** | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 |
| **5310 24'** | **163,000.00** | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 | PPI + Chassis Model Year change of 900.00 |
| | ** 22' Bus is priced on an E450 Chassis as E350 is no longer available at Champion/Glaval. * 22' Bus is priced on an E450 Chassis as E350 is no longer available at Champion/Glaval* | | | | |

**NOTE: Chassis model year changes happen usually between August-October, this charge can be avoided if orders are placed in the right timeline, prior to model year changes. PPI increase is for the OEM Building the bus, the 900.00 chassis model year changes is strictly a pass through charge to cover Ford model year increases.**

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

| | |
|---|---|
| **TO:** | Board of Trustees |
| **THROUGH:** | Jay Fox, Executive Director |
| **FROM:** | Mary DeLoretto, Chief Service Development Officer |
| **PRESENTER(S):** | Hal Johnson, Manager of Project Research and Development |

**TITLE:**

**Contract: Task Ordering Agreement for Architectural Consultant Services Pool (AECOM Technical Services, Inc.)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve award and authorize Executive Director to execute a task ordering agreement for the Architectural Consultants Service Pool with AECOM Technical Services, Inc.

**BACKGROUND:**
The UTA Facilities Strategic Plan includes several projects to modify and expand existing buildings owned by UTA. Support from architectural/engineering firms is needed to help prepare for these investments.

UTA issued a Request for Qualifications (RFQu) for the Architectural Consultants Service Pool Contract. The requested services include programming, space planning, concept design, schematic design, design development, development of existing as-built floor plans, cost estimates, construction packages, construction phase, and other services as necessary. Three consultants were selected as most qualified to provide the architectural services: AECOM, CRSA, and FFKR.

UTA will now execute a Master Task Ordering Agreement (MTOA) with the selected consultants. Task Orders shall be issued on a fixed labor rate basis. There is funding in this year's budget to support work on the Mt. Ogden Operations Building, JRRSC Building 2, and the future Transit Technical Education Center.

**DISCUSSION:**
This contract is to approve a Master Task Ordering Agreement (MTOA) with AECOM Technical Services, Inc. to

provide programming, space planning, concept design, schematic design, design development, development of existing as-built floor plans, cost estimates, construction packages, construction phase, and other services as necessary. AECOM Technical Services, Inc. will execute a Master Task Ordering Agreement for a five-year term. Task orders will be issued as needed. Selection is not a guarantee that task orders will be received. The current value of this agreement is zero and will be increased commensurate with the issuance of individual task orders.

The first task order for AECOM is anticipated to be for the design of the Mt. Ogden Operations Building update and expansion. The estimated cost for the task order is between $500K to $900K, depending on the final scope details. This project will be completed in phases, starting with a site plan and needs assessment to better define the scope moving forward. All task orders will be brought to the board for approval based on contract value approval thresholds established in policy.

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**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | AECOM Technical Services, Inc |
| **Contract Number:** | 21-035111VW |
| **Base Contract Effective Dates:** | April 1, 2022 to April 1, 2027 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | $0 |
| **Amendment Amount:** | N/A |
| **New/Total Amount Contract Value:** | $0 |
| **Procurement Method:** | RFQu |
| **Funding Sources:** | UTA capital project budgets |

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**ALTERNATIVES:**

UTA could decide not to approve a contract with AECOM Technical Services, Inc. This decision would impact UTA's ability to implement needed facility projects to support current and future staff.

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**FISCAL IMPACT:**

The budget for the Architectural Consultants Service Pool Contract is included in the 2022 Capital Budget. Additional funds may be requested in the future to support other projects.

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**ATTACHMENTS:**

Master Task Order Agreement

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**TASK ORDERING AGREEMENT FOR PROFESSIONAL SERVICES**
**21-035111VW Architectural Consultant Services Pool**

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

## RECITALS

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

WHEREAS, On November 5, 2021, UTA issued Request for Qualifications Package Number 21-03511 ("RFQU") encouraging interested parties to submit Statement of Qualifications (SOQ) to perform the services described in the RFQU.

WHEREAS, Upon evaluation of the Statement of Qualifications (SOQ) submitted in response to the RFQU, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.

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

## AGREEMENT

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

1. **SERVICES TO BE PROVIDED**

   a. Consultant has been selected as one of several Consultants to receive a MTOA. Award of the MTOA entitles Consultant to be eligible to receive task orders for specific tasks on an as-needed basis, based on the loaded labor rate pricing contained in Exhibit B. Issuance of task orders shall be in the sole discretion of UTA. There is no guarantee of any minimum number of task orders because Consultant is selected to be eligible. Consultant shall be capable of performing all tasks set forth in the Scope of Services (Exhibit A) but shall only perform tasks specifically issued to Consultant in subsequent task orders. Except for items (if any) which this Agreement specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.

   b. Consultant shall perform all Work under this MTOA in a professional manner, using

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at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

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

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

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

## 2. TASK ORDER ISSUANCE

a. The Consultant's shall perform services with respect to a wide variety of tasks, as described in Exhibit A at the request of UTA.

b. Each discrete item is referred to as a "Task." UTA and the Consultant will negotiate scope, schedule, and lump sum or not-to-exceed price for each Task, and document those and other terms, as necessary, in a written "Task Order" in substantively the same format as that attached as Exhibit A. The lump sum or not-to-exceed price for each Task shall be developed in accordance with Section 5 of this Contract and Exhibit B. Upon the execution of a Task Order, the Consultant shall perform services for that Task, including furnishing all the materials, appliances, tools, and labor of every kind required, to complete the work identified in the scope of work attached as an Exhibit to that Task Order.

c. If UTA and the Consultant are unable to agree on the price, scope, or other terms of a Task Order, UTA shall retain the right to remove the Task from the scope of the on-call Consultant and procure the item outside this Contract.

d. Consultant is not guaranteed to receive any minimum number of task orders. .

## 3. PROGRESS OF WORK

a. Consultant shall prosecute the Work in a diligent and continuous manner, consistent with the required standard of care, and in accordance with all applicable notice to proceed, critical path schedule and completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

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d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

g. If Consultant fails to promptly remedy rejected Work as provided in Section 3 (f) UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultants or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

## 4. FINAL ACCEPTANCE OF TASKS

Each Task shall be entirely completed by the final acceptance date specified in the applicable Task Order. When, in the opinion of UTA's PM, the Consultant has fully performed the work under a Task Order, UTA's PM will notify the Consultant of final acceptance.

Final acceptance will be final and conclusive except for defects not readily ascertainable by UTA, actual or constructive fraud, gross mistakes amounting to fraud, or other errors which the Consultant knew or should have known about, as well as UTA's rights under any warranty or guarantee. Final acceptance may be revoked by UTA at any time prior to the issuance of the final payment by UTA or upon UTA's discovery of such defects, mistakes, fraud, or errors in the work even after final payment is issued.

## 5. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for a five (5) year period expiring on April 31, 2027, or until all issued task orders have been completed whichever is later. Consultant shall complete all Work as stated in each Task Order issued. This completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

## 6. COMPENSATION

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Unless otherwise agreed in a Task Order, payment for the completion of Tasks will be in the form of a lump sum or not-to-exceed price negotiated between UTA and the Consultant and set forth in an executed Task Order. The lump sum or not-to-exceed price will be negotiated through an open-book cost estimating process based on the pricing elements set forth in Exhibit B. The lump sum or not-to-exceed price will be paid to the Consultant within thirty (30) days from receipt of the monthly invoice for satisfactory completion of all work identified in the applicable Task Order. Except as amended by UTA-issued change orders, the amount to be paid to the Consultant for all costs necessary to complete the work, stated in the Task Order or other contract documents, will not exceed the lump sum or not-to-exceed price, including all labor, materials, equipment, supplies, small tools, incidental expenses, and any other direct or indirect associated costs'.

## 7. INCORPORATED DOCUMENTS

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

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

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

c. Consultant is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by UTA or obtained from generally accepted sources within the industry, except to the extent such verification by Consultant may be expressly required as a defined part of the Services.

## 8. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

1. UTA Master Task Order Agreement including all attachments
2. UTA Terms and Conditions
3. UTA Solicitation Terms
4. Consultant's Bid or SOQ including proposed terms or conditions

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

## 9. CHANGES

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

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

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

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

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

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

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

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

   Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change.

d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 24 of this Contract.

## 10. INVOICING PROCEDURES

a. Consultant shall submit invoices to UTA's Project Manager on a monthly basis for processing and payment Invoices shall be provided in the form specified by UTA.

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Reasonable supporting documentation demonstrating Consultant's entitlement to the requested payment must be submitted with each invoice.

b. 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 due and owing which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

## 11. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, models and samples, shall become the property of UTA upon payment of all amounts covering such deliverables, and, together with any documents or information furnished to Consultant and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Consultant, Consultant hereby grants UTA a fully paid, non-exclusive, non-assignable, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Consultants, agent, officers, directors, employees, joint owners, affiliates and consultants. Consultant shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under the Contract.

## 12. USE OF SUBCONSULTANTS

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

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

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

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

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

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applicable laws.

## 13. KEY PERSONNEL

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

Key Personnel:

Lori Labrum, PE, PTOE Principal- in Charge

Bill Crowley, PE, QA/QC

Bruce Farrell, AIA, QA/QC

Dan Marinaro, AIA, NCARB, Project Manager

## 14. SUSPENSION OF WORK

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

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

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

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

## 15. TERMINATION

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

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

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

c. **CONSULTANT'S POST TERMINATION OBLIGATIONS:**

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

d. **TERMINATION OF TASKS OR TOA:**

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

e. Consultant may, upon thirty (30) days' prior notice, suspend the performance of the Services or terminate the Contract or relevant Task Order in the event of material default by UTA under this Contract or such Task Order which UTA has failed to cure within 10 days after having been provided reasonable notice by Consultant.

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

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

**17. FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Consultant or subconsultant under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, consultant shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

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

**18. PUBLIC INFORMATION.**

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

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were properly designated in accordance with terms of the solicitation.

## 19. GENERAL INDEMNIFICATION

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

## 20. INSURANCE REQUIREMENTS

### Standard Insurance Requirements

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

A. SCOPE AND LIMITS OF INSURANCE: Consultant shall provide coverage with limits of liability Stated below. An excess liability policy or umbrella liability policy may be used to meet the liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

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

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

a. The policy shall be endorsed to include the following additional insured

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language: "The Utah Transit Authority shall be included as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be

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endorsed to include, the following provisions:

1. On insurance where the Utah Transit Authority is included as an additional insured, the Utah Transit Authority shall be an additional insured to the limits of liability required under this Contract.

2. The Consultant's insurance coverage, except for Professional Liability shall be primary insurance and non-contributory with respect to all other available sources.

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

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

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

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

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at insurancecerts@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. Upon necessary circumstance, the Utah Transit Authority shall be allowed access to redacted copies of all insurance policies required by this Contract on Consultant's premises with sufficient advance notice. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

F. SUBCONSULTANTS: Consultants shall require all it's subconsultants to maintain

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separate insurance as determined by the Consultant, however, subconsultant's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-consultants maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-consultants. Utah Transit Authority must be scheduled as an additional insured on any sub-consultant policies.

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

## 21. INTELLECTUAL PROPERTY INDEMNIFICATION

a. Consultant shall protect, indemnify and hold harmless UTA and the other Indemnitees against and from Claims to the extent arising from an infringement relating to Consultant's performance under this Contract. Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.

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

## 22. INDEPENDENT CONSULTANT

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

## 23. PROHIBITED INTEREST

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

## 24. CLAIMS/DISPUTE RESOLUTION

a. "Claim" means any disputes between UTA and the Consultant arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
b. Unless otherwise directed by UTA in writing, Consultant shall proceed with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

| Level of Authority | Time Limit |
|---|---|
| UTA's Project Manager/Consultant's Project Manager | Five calendar days |
| UTA's [SECOND LEVEL]/Consultant's [SECOND LEVEL] | Five calendar days |
| UTA's {THIRD LEVEL]/Consultant's [THIRD LEVEL] | Five calendar days |

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

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

## 25. GOVERNING LAW

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

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## 26. ASSIGNMENT OF CONTRACT

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

## 27. NONWAIVER

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

## 28. NOTICES OR DEMANDS

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

If to UTA
Utah Transit Authority
Attn: Vick Woodward
669 West 200 South
Salt Lake City, UT 84101

with a required copy to
Utah Transit Authority
Attn: Legal Counsel
699 West 200 South
Salt Lake City, UT 84101

If to Consultant
AECOM Technical Services, Inc.
Lori Labrum, PE, PTOE
Vice President
756 East Winchester Street
Suite 400
Salt Lake City, UT 84107

b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
c. Notwithstanding Section 28 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.

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## 29. CONTRACT ADMINISTRATOR

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

## 30. INSURANCE COVEREAGE REQIREMENTS FOR CONSULTANT EMPLOYEES

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

b. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.

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

## 31. NO THIRD-PARTY BENEFICIARY

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

## 32. FORCE MAJEURE

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, epidemic, pandemic, acts of God, war, or any event which is beyond that party's reasonable control. ("Force Majeure Event"). The party seeking application of this provision shall notify the other party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying party's performance of its obligations under this Contract. Upon the occurrence of a Force Majeure Event, Consultant shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate Consultant for any increase in the time or costs necessary to perform the Services under this Contract. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

## 33. UTAH ANTI-BOYCOTT OF ISRAEL ACT

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

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**34. SEVERABILITY**

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

**35. ENTIRE AGREEMENT**

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

**36. AMENDMENTS**

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

**37. COUNTERPARTS**

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

**38. SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 11, 19, 20 ,21, 24, 25 and 30.

**39.** CONSEQUENTIAL DAMAGES WAIVER

NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS CONTRACT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE,

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LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CONSULTANT HEREBY RELEASES UTA AND UTA HEREBY RELEASES CONSULTANT FROM ANY SUCH LIABILITY.

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

**UTAH TRANSIT AUTHORITY:**

By Date:
Mary DeLoretto
Chief Service Development Officer

By Date:
Jay Fox
Executive Director

Approved as to Content and Form

DocuSigned by:
Michael Bell
70E33A415BA44F6...
Date 4/7/2022
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Reviewed & Recommended

Date
Hal Johnson, Manager Project Research and Development
UTA Project Manager

UTA Project Code 21-035111VW

**AECOM Technical Services, Inc.**

DocuSigned by:
By Lori Labrum Date: 4/7/2022
7AEA79CF1B0140B...
Lori Labrum, PE, PTOE
Vice President Transit-Rail
Federal ID # 95-2661922

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## Exhibit A – Scope of Work

All individual Task Orders that are issued to the Consultant will contain their own specific Statement of work. Each Individual Task Order will include a scope of services specific to the needed services which is within the scope of the statement of services contained in the RFP.

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# Exhibit B - Labor Cost Form

The loaded labor rates contained in this Exhibit B shall be eligible for annual escalation of no more than 3% annually provided Consultant provides adequate supporting data to UTA. The first adjustment period shall be no earlier than 12 months after execution of the contract.

Rates shall be basic direct hourly rate, with overhead and fee. Rates may be reviewed annually on the anniversary of the original contract effective date, provided that the Consultant provides 60-days advance written notice.

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## 21-03511VW Architectural Consultant Service Rate Form for Contract
## AECOM

| No. | Firm | Prime | Sub | Last Name | First Name | Discipline/Classification | Basic Hourly Rate | Overhead Rate Percentage | Fee | Fully Burdened Bill Rate |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | AECOM | X | | Labrum | Lori | Principal-in-Charge | $ 135.56 | 130.70% | 12.00% | $ 350.27 |
| 2 | AECOM | X | | Marinaro | Dan | Project Manager | $ 84.14 | 130.70% | 12.00% | $ 217.41 |
| 3 | AECOM | X | | Farrell | Bruce | QA/QC | $ 90.55 | 130.70% | 12.00% | $ 233.97 |
| 4 | AECOM | X | | Crowley | Bill | QA / QC | $ 84.20 | 130.70% | 12.00% | $ 217.56 |
| 5 | AECOM | X | | Keady | Kevin | Senior Associate Project Manager | $ 122.00 | 130.70% | 12.00% | $ 315.23 |
| 6 | AECOM | X | | Talamo | John | Lead Architect | $ 90.90 | 130.70% | 12.00% | $ 234.88 |
| 7 | AECOM | X | | Blood | David | Architecture IV | $ 73.49 | 130.70% | 12.00% | $ 189.89 |
| 8 | AECOM | X | | Jordison | Richard | Senior Architect | $ 57.82 | 130.70% | 12.00% | $ 149.40 |
| 9 | AECOM | X | | Doyle | Joseph Charles | Architecture IV | $ 65.00 | 130.70% | 12.00% | $ 167.95 |
| 10 | AECOM | X | | Song | Mara | Project Architect | $ 49.28 | 130.70% | 12.00% | $ 127.34 |
| 11 | AECOM | X | | Loh | Arthur | Senior Architect Designer | $ 58.33 | 130.70% | 12.00% | $ 150.72 |
| 12 | AECOM | X | | Bullock | Eric | Architectural BIM Specialist | $ 45.58 | 130.70% | 12.00% | $ 117.78 |
| 13 | AECOM | X | | Samadi | Harmed Navid | Associate Director | $ 40.47 | 130.70% | 12.00% | $ 104.57 |
| 14 | AECOM | X | | Wolff | Jamie | Architecture III | $ 39.64 | 130.70% | 12.00% | $ 102.43 |
| 15 | AECOM | X | | Black | Bodae | Architectural Designer | $ 38.93 | 130.70% | 12.00% | $ 100.59 |
| 16 | AECOM | X | | Mohammed-Ali | Mustafa | Architecture I | $ 26.73 | 130.70% | 12.00% | $ 69.07 |
| 17 | AECOM | X | | Wong | Kim | Senior Architect Designer | $ 58.81 | 130.70% | 12.00% | $ 151.96 |
| 18 | AECOM | X | | Maestas | Ted | Principal, Director of Interiors | $ 60.30 | 130.70% | 12.00% | $ 155.81 |
| 19 | AECOM | X | | Meador | Ryan | Senior Mechanical Engineer | $ 66.55 | 130.70% | 12.00% | $ 171.96 |
| 20 | AECOM | X | | Imparato | Chris | Mechanical Engineer IV | $ 60.82 | 130.70% | 12.00% | $ 157.15 |
| 21 | AECOM | X | | Verstraete | George | Electrical Engineering V | $ 72.33 | 130.70% | 12.00% | $ 186.89 |
| 22 | AECOM | X | | Logue | Jimmy | Associate Cost Consultant | $ 76.92 | 130.70% | 12.00% | $ 198.75 |
| 23 | AECOM | X | | Green | Jason | Transit/Transportation Planner | $ 64.43 | 130.70% | 12.00% | $ 166.48 |
| 24 | AECOM | X | | Anderson | Jack | Senior Audiovisual Consultant | $ 66.53 | 130.70% | 12.00% | $ 171.91 |
| 25 | AECOM | X | | Eagan | Kevin | Associate, Technology Solutions | $ 53.70 | 130.70% | 12.00% | $ 138.76 |
| 26 | AECOM | X | | Wade | John | Structural Project Manager | $ 51.68 | 130.70% | 12.00% | $ 133.54 |
| 27 | AECOM | X | | Vangala | Santosh | Structural Engineer | $ 51.45 | 130.70% | 12.00% | $ 132.94 |
| 28 | AECOM | X | | Kascak | Dan | Manager, Fire Protection Engineering | $ 63.64 | 130.70% | 12.00% | $ 164.44 |
| 29 | AECOM | X | | Besch | Tyler | Senior Transit Project Manager | $ 93.63 | 130.70% | 12.00% | $ 241.93 |
| 30 | AECOM | X | | Jacobson | Jarl | Senior Transit Project Manager | $ 71.70 | 130.70% | 12.00% | $ 185.27 |
| 31 | AECOM | X | | Brandon | Kidd | Senior Design Build Project Manager | $ 108.17 | 130.70% | 12.00% | $ 279.50 |
| 32 | AECOM | X | | Jones | Laynee | AVP Proejct Manager | $ 92.40 | 130.70% | 12.00% | $ 238.75 |
| 33 | AECOM | X | | Yung | David | Engineer IV | $ 75.37 | 130.70% | 12.00% | $ 194.75 |
| 34 | AECOM | X | | Aceves | Miguel | Civil Project Manager | $ 88.56 | 130.70% | 12.00% | $ 228.83 |
| 35 | AECOM | X | | Stone | Geoff | Engineer IV | $ 59.18 | 130.70% | 12.00% | $ 152.92 |
| 36 | AECOM | X | | Brown | Casey | Sr. Civil Manager | $ 83.10 | 130.70% | 12.00% | $ 214.72 |
| 37 | AECOM | X | | Adams | Michael | Sr. Civil Project Manager | $ 73.56 | 130.70% | 12.00% | $ 190.07 |
| 38 | AECOM | X | | Brown | Sherry | Operations Manager | $ 64.22 | 130.70% | 12.00% | $ 165.94 |
| 39 | AECOM | X | | Moore | Mark | Project Controller | $ 47.21 | 130.70% | 12.00% | $ 121.99 |

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| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 38 | Sigma Engineering Solutions | | X | | | Structural (DBE - ODC Cost) | See attached Rate Sheets | | | |
| 39 | Redcon Land Surveying | | X | | | Surveying (DBE - ODC Cost ) | See attached Rate Sheets | | | |
| 40 | Geostrata | | X | | | Geotechnical (DBE - ODC Cost)See attached Rate Sheets | UDOT Total Overhead Rate 213.63% | UDOT Freinge Benefits 83.69% | UDOT General & Admin. 129.94 | |

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SIGMA ENGINEERING SOLUTIONS

Rate Table
AECOM - UTA Architectural Consulting Project

| Position | Fee ($/hr) |
|---|---|
| | |
| Principal | $ 275.00 |
| SR. Construction Inspector | $ 195.00 |
| SR. Project Manager | $ 195.00 |
| Project Manager | $ 175.00 |
| Sr. Engineer | $ 165.00 |
| Assoc. Engineer | $ 150.00 |
| Engineer II | $ 145.00 |
| Engineer I | $ 135.00 |
| Engineering Technician II | $ 105.00 |
| Engineering Technician | $ 95.00 |
| Engineering Intern | $ 85.00 |
| Administrative Assistant | $ 80.00 |
| | |
| | |
| | |
| | |
| | |

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REDCON Land Surveying 2022 Labor Costs

| Employee Name | 2021 COLA Bill Rate | 2022 COLA Bill Rate | Classification |
|---|---|---|---|
| Yates, Bryan | $136.99 | $141.10 | Survey |
| TBD | $86.52 | $89.12 | CAD Tech |
| TBD | $108.15 | $111.39 | Project Manager |
| TBD | $123.60 | $127.31 | Professional Land Surveyor |
| TBD | $113.30 | $116.70 | 1 Man Survey Crew |
| TBD | $139.05 | $143.22 | 2 Man Survey Crew |
| TBD | $173.04 | $178.23 | 3 Man Survey Crew |
| TBD | $46.35 | $47.74 | Administrative |

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GeoStrata

# 2021 Rate Schedule and Lab Charges

The compensation to GeoStrata for our professional geotechnical engineering, geologic, and environmental services is based upon the following elements:

## Personnel

| | |
|---|---|
| Expert Witness (per hour) | $245.00 |
| Senior Consultant (per hour) | $190.00 |
| Principals (per hour) | $180.00 |
| Senior Engineers (per hour) | $145.00 |
| Senior Geologists (per hour) | $145.00 |
| Project Engineers (per hour) | $130.00 |
| Project Geologists (per hour) | $130.00 |
| Staff Engineers (per hour) | $115.00 |
| Staff Geologists (per hour) | $115.00 |
| Environmental Scientist (per hour) including asbestos inspections, soil sampling, ground water sampling | $110.00 |
| GIS/Auto CAD Operator (per hour) | $80.00 |
| Project Manager (per hour) | $95.00 |
| Word Processing and Clerical (per hour) | $55.00 |
| Assistant Professionals (per hour) | $80.00 |
| Senior Field/Laboratory Technicians (per hour) | $65.00 |
| Field/Laboratory Technician (per hour) | $55.00 |
| Building Inspector (per hour) | $90.00 |
| Welding Inspector (per hour) | $90.00 |
| ICC Special Inspector (per hour) Structural Steel, Bolting, Epoxy Structural Masonry, EIFS, Reinforced Concrete, Post Tension Concrete, Suspended Ceilings, Fire Proofing | $80.00 |

## Miscellaneous Expenses

| | |
|---|---|
| Letter of Subrogation | price per job |
| In-House printing (per page) | $0.15 |
| Plotting (per plot) | $35.00 |

## Equipment

| | |
|---|---|
| Company Vehicle (per day) | $65.00 |
| Mileage (per mile) | $1.00 |
| Per diem (per day) | Price per job |
| Mobilization/Demobilization | Price per job |
| Truck Mounted Drill Rig (per hour) | Cost plus 20% |
| Tracked Excavator (per hour) | Cost plus 20% |
| Rubber Tired Backhoe (per hour) | Cost plus 20% |
| Core Rig Rental (per day) | $90.00 |
| Generator Rental (per day) | $60.00 |
| Soils Laboratory Rental (per day) | $125.00 |
| Asphalt Laboratory Trailer Rental (per day) | $220.00 |
| Tieback/Soil nails testing (per day) | $120.00 |
| Consumables (Dye Penetrant, Magnetic Particle, etc.) | Cost plus 20% |
| Ultrasonic Examination and Magnetic Particle, Torque Wrench (per hour) | $90.00 |
| Continuous Soil Sampling (additional per hour) | $25.00 |
| Soil Sample Containers (per container) | $20.00 |
| Sand Cone (per test) | $40.00 |
| Vibration Monitoring (per day) | $250.00 |
| Inclinometer Measurement (per day) | $225.00 |
| SSRI-Sealed Single Ring Infiltrometer (per day per ring) | $30.00 |
| GIS/Auto CAD 7 Terrain modeling software (per hour) | $40.00 |
| Geophysics-Seismic, Televiewer, ER IP, etc. (per day) | Cost plus 20% |
| Sub-contracted work and other Costs incurred with outside services, equipment or consumables | Cost plus 20% |
| Environmental sampling pumps | Cost plus 20% |
| Environmental consumable field supplies | Cost plus 20% |
| Quality Control Plan | $285.00 |

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# GeoStrata

## 2021 Rate Schedule and Lab Charges

### Asphalt

| | |
|---|---|
| Burn/Gradation and oil content | $150.00 |
| Rice | $90.00 |
| Field Marshall (set of 3 pucks) | $350.00 |
| Stability & Flow | $80.00 |
| Gyro Pucks (set of 2 pucks) | $500.00 |
| Marshall Design | $3,500.00 |
| SHRP Design | $6,300.00 |
| Immersion Compression | $550.00 |
| Density & thickness of AC Core | $60.00 |
| Thickness only of AC Core | $30.00 |
| Oven Correction (5 Samples) | $550.00 |

### Aggregate/Soils

| | |
|---|---|
| Proctor | $140.00 |
| Specific Gravity Rock Correction | $65.00 |
| Gradation (Sieve analysis) | $65.00 |
| LL/PI (Atterberg limits) | $65.00 |
| Plastic Limit | $35.00 |
| Liquid Limit | $35.00 |
| Soils Analysis (Proctor, Gradation, Atterberg, Rock Correction, AASHTO Class) | $360.00 |
| California Bearing Ratio (CBR) | $300.00 |
| LA Abrasion | $340.00 |
| Coarse Aggregate Specific Gravity | $80.00 |
| Fine Aggregate Specific Gravity | $80.00 |
| Specific Gravity of Soil | $110.00 |
| Sodium Soundness | $350.00 |
| Clay Lumps & Friable Particles | $70.00 |
| Flat and Elongated | $110.00 |
| Fine Aggregate Angularity | $60.00 |
| Fractured Face Count | $80.00 |
| Sand Equivalent (set of 3) | $125.00 |
| Unit Weight | $10.00 |
| Organic Impurities | $60.00 |
| Moisture only | $20.00 |
| Lightweight pieces | $110.00 |
| Flakiness Index | $80.00 |
| Stripping | $110.00 |

### Permeability Testing

| | |
|---|---|
| Falling Head, standard 2.5" diameter | $130.00 |
| Constant Head, standard 2.5" diameter | $240.00 |
| Back Pressure, Constant Head | $340.00 |
| Large Diameter Permeability (9.6) in. (Aggregate) | $300.00 |

### Concrete and Masonry

| | |
|---|---|
| Cylinders | $20.00 |
| Grout Cylinders | $30.00 |
| Mortar Cylinders | $30.00 |
| Composite Prisms | $90.00 |
| Cores (compressive strength) | $45.00 |
| Beams | $50.00 |
| Density & Absorption of Cores (set of 3) | $105.00 |
| Concrete Shrinkage Test (set of 3) | $315.00 |
| Concrete Design | $1,500.00 |
| Trial Batch (per hour/per person) | $65.00 |
| Core Rig (Daily) | $90.00 |
| Generator (Daily) | $60.00 |
| Potential Alkali-Silica Reactivity (ASR Mortar Bar-ASTM C-284 or C1260) | $525.00 |
| Petrographic Analysis | Cost plus 20% |
| Lightweight Particles | $130.00 |

### Soils: Basic Index Testing

| | |
|---|---|
| Crumb Test | $35.00 |
| Moisture Content | $20.00 |
| Moisture & Density (standard samples or rings) | $20.00 |
| Organic Content | $60.00 |
| Pinhole Dispersion Test (include sample preparation) | $200.00 |
| Phase Relationships computations (per sample) | $35.00 |
| Shrinkage Limit | $65.00 |
| GSD Standard (up to 1 quart bag) | $70.00 |
| Percent Fines (passing No. 200 sieve) | $40.00 |
| Percent Fines Bulk Sample (passing No. 200 sieve) | $60.00 |
| GSD Bulk (requires split, type1 gallon bag) | $100.00 |
| Hydrometer Analysis (does not include specific gravity) | $100.00 |
| USCS or AASHTO Classification | $25.00 |
| USDA Classification (does not include grain-size distribution or hydrometer) | $25.00 |

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# GeoStrata

## 2021 Rate Schedule and Lab Charges

### Compressibility Tests

| | |
|---|---|
| Percent Swell Collapse (seating + specified load + inundation) | $110.00 |
| 1-D Consolidation 10 loads + rebound (does not include Gs) | $130.00 |
| 1-D Consolidation 10 loads + rebound + collapse/swell | $140.00 |
| Secondary Curves (per load per day) | $30.00 |
| 1-D Consolidation (timed readings, and rebound) | $130.00 |
| Constant rate of strain consolidation | By project |
| Free Swell | $110.00 |

### Strength Testing

| | |
|---|---|
| Direct Shear (CD), 3 points, 2.5" OD Max | $300.00 |
| Residual Shear (CD), per pt., 5 cycles | $600.00 |
| Point Load Test, per test | $45.00 |
| Pocket Penetrometer, per test | $20.00 |
| Torvane, per test | $20.00 |
| Unconfined Compression | $80.00 |
| Consolidated Undrained Triaxial | $750.00 |
| Unconsolidated Undrained Triaxial | $300.00 |

### Other

| | |
|---|---|
| Reliance Letter | $500.00 |

### Other Special Tests

| | |
|---|---|
| Soluble Chloride | $55.00 |
| Corrosion package (includes resistivity, pH, Soluble Sulfates, Soluble Chloride) | $210.00 |
| NaSO4 Soundness | $250.00 |
| pH (Potentiometer, Method A) | $50.00 |
| Resistivity, Moisture Conditioned Multi-Point | $100.00 |
| Resistivity, at Existing Moisture Content | $55.00 |
| Soluble Sulfates | $55.00 |
| Environmental lab fees-including asbestos, | Cost plus 20% |

Notes:

All pricing subject to change.

I. Pricing for testing not described herein will be provided upon request.

II. Pricing assumes samples do not contain hazardous materials. Testing fees for contaminated samples will be at a negotiated fee.

III. Costs include storage of samples for up to 7 days after completion of testing. Samples will be discarded unless client makes prior arrangements.

IV. Additional storage will be at a negotiated fee.

V. Rush service available at an additional surcharge, please call for details.

VI. Daily rates are available upon request.

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State of Utah

GARY R. HERBERT
*Governor*

SPENCER J. COX
*Lieutenant Governor*

# DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
*Executive Director*

JASON E. DAVIS, P.E.
*Deputy Director of Engineering and Operations*

TERIANNE S. NEWELL, P.E.
*Deputy Director of Planning and Investment*

January 13, 2021

Attn: Nicholas Latreille
IGES Ingenieros, LLC dba GeoStrata
14425 South Center PT. Way
Bluffdale, UT 84065

Dear Mr. Latreille:

Based on our review of your financial screening application, effective 1/13/2021, your firm is financially approved and qualified to perform Consultant engineering services and submit project proposals to the Utah Department of Transportation (UDOT). However, this letter must be returned verifying your agreement to the following overhead rates: Fringe Benefits 83.69 %; General and Administrative 129.94 %; Total Overhead Rate 213.63 % (see following page for approved rate(s) schedule). The total overhead rate will be used on contracts during your one-year financial screening period. Based on the submission of your CPA Audited ICR, your firm is approved for project work with UDOT above $250,000. In some cases, your contracts may be limited to the state and federal small purchase cap.

Your financial screening will remain effective for one year expiring on 1/13/2022. Being part of the qualified and approved Consultant group does NOT mean you will secure work on projects without going through the standard selection process. If awarded a contract, overhead and fixed fee rates should not be calculated on any other additional direct costs billed. Please keep a copy of this letter for your records.

Your signature below indicates you are in agreement with the overhead rate to be used for billing purposes. Please note, the final overhead rate is subject to the terms of the agreement and may be adjusted pending the result of an audit, if applicable.

| Hiram Alba | Hiram Alba | General Manager | 01/13/2021 |
|---|---|---|---|
| Signature | Printed Name | Title | Date |

Thank you for your interest in doing business with UDOT. We look forward to continuing our association with you. If you need assistance or additional information, please contact me by email at adambruoso@utah.gov or call (801) 965-4138.

Sincerely,

Audrey R. D'Ambruoso

Audrey R. D'Ambruoso
UDOT Consultant Services
Financial Screening Auditor IV

Calvin Rampton Complex - 4501 South 2700 West - Mailing Address: P.O. Box 148490 - Salt Lake City, Utah 84114-8490

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# Exhibit C – Task Order Form (Sample)

**TASK ORDER NO. _____**
**TASK ORDER NAME: _____**

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

This Task Order is part of the above-described Contract and is governed by the terms thereof.
The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, or not-to-exceed and other terms applicable to the work identified herein.
UTA and Contractor hereby agree as follows:

## 1.0 SCOPE OF SERVICES

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

## 2.0 SCHEDULE

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

## 3.0 PRICE

The lump sum or not-to-exceed (select one) price for this task order is _____.
Invoices will be billed on monthly, milestone or task completion basis (select one).

## 4.0 APPLICABILITY OF FEDERAL FORMS AND CLAUSES

This Task Order does ☐ does not☐ [Check Applicable] include federal assistance funds which requires the application of the Federal Forms and Clauses appended as Exhibits D and E on the Contract.

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

| UTAH TRANSIT AUTHORITY: | | CONTRACTOR: | |
|---|---|---|---|
| By:<br>Name<br>Title | Date: | By:<br>Name<br>Title | Date: |
| By:<br>Name<br>Title | Date: | By:<br>Name<br>Title | Date: |
| By:<br>Name<br>Title | Date: | Title | |

Approved as to Content and Form

Mike Bell, AAG State of Utah
And UTA Legal Counsel Date:

DocuSign Envelope ID: 2EE75218-FAB6-49F4-BC7A-E8AFC2492D07

**ATTACHMENT 1 – TASK ORDER STATEMENT OF WORK OR SERVICES**

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# Exhibit D - Federal Forms

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## ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Proposer AECOM Technical Services, Inc.

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, subconsultants, 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 Lori Labrum, PE, PTOE

Title Vice President, Transit-Rail

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 reasonably 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: AECOM Technical Services, Inc.

Address: 756 East Winchester St, #400, Salt Lake City, UT 84107

Signed:

Title: Vice President

Phone Number: 801-904-4120

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## ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

**DBE PROJECT GOAL:** Race Neutral

The Bidder / Proposer must check the appropriate box, provide the information requested, and sign this form certifying to the accuracy of the information provided, and submit this form with its bid. Failure to complete and submit this form may result in rejection of the bid/SOQ 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.

Bidders/Proposers shall submit and attach evidence with this form that the DBEs being submitted for work on this project are presently certified by the Utah Uniform Certification Program (UUCP). The DBE Letters of Intent (Attachment A-2) are included with this DBE Participation Form.

| DBE Name & Address | Description of Work | $ Amount of Participation | % of Total Price |
|---|---|---|---|
| Geostrata, LLC<br>14425 Center Point Way<br>Bluffdale, UT 84065 | Geotechnical | $ * | * % |
| Redon, Inc.<br>25 South Main Street, #200<br>Centerville, UT 84104 | Land surveying | $ * | * % |
| Sigma Engineering Solutions, Inc.<br>s4488 Wagon Trail Avenue<br>Las Vegas, NV 89119 | Structural engineering | $ * | * % |

☐ 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: December 8, 2021

Company Name: AECOM Technical Services, Inc.

Signature: [signature]

Printed Name: Lori Labrum, PE, PTOE

Title: Vice President

* Our team is set to exceed the DBE goal and will provide specific definition at the scoping of each task order.

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AECOM

756 East Winchester Street, Suite 400 (505) 855-7500 T
Salt Lake City, UT 84107 (505) 855-7555 F
www.aecom.com

November 22, 2021

Geostrata, LLC
Attn: Hiram Alba
14425 Center Point Way
Bluffdale, UT 84065

**RE: Letter of Intent to Subcontract_Architectural Consultant Services Pool - RFQ No. 21-03511VW**

Dear Mr Alba:

AECOM is submitting a bid/SOQ with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project and if our firm is awarded the contract, shall as act as prime Consultant for this project.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with AECOM to provide geotechnical services with the amount to be determined by task order scope if AECOM is awarded the contract with Utah Transit Authority. **A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).**

**DBE Firm has read and certifies to the above:**

Hiram Alba
Signature

Hiram Alba, P.E., P.G.
Printed Name

Principal
Title

**Prime Contractor:**

Signature

Lori Labrum, PE, PTOE
Printed Name

Vice President
Title

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AECOM

756 East Winchester Street, Suite 400 (505) 855-7500 T
Salt Lake City, UT 84107 (505) 855-7555 F
www.aecom.com

November 22, 2021

Redcon, Inc.
Attn: Bryan Yates
25 South Main Street, Suite 200
Centerville, UT 84104

**RE: Letter of Intent to Subcontract_Architectural Consultant Services Pool - RFQ No. 21-03511VW**

Dear Mr Yates:

AECOM is submitting a bid/SOQ with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project and if our firm is awarded the contract, shall as act as prime Consultant for this project.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with AECOM to provide land surveying services with the amount to be determined by task order scope if AECOM is awarded the contract with Utah Transit Authority. **A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).**

**DBE Firm has read and certifies to the above:**

Signature

BRYAN YATES
Printed Name

VP
Title

**Prime Contractor:**

Signature

Lori Labrum, PE, PTOE
Printed Name

Vice President
Title

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DocuSign Envelope ID: 2EE75218-FAB6-49F4-BC7A-E8AFC2492D07

AECOM

756 East Winchester Street, Suite 400 (505) 855-7500 T
Salt Lake City, UT 84107 (505) 855-7555 F
www.aecom.com

November 29, 2021

Sigma Engineering Solutions, Inc.
Attn: Joseph Farre
4488 Wagon Trail Avenue
Las Vegas, NV 89119

**RE: Letter of Intent to Subcontract_Architectural Consultant Services Pool - RFQ No. 21-03511VW**

Dear Mr. Farre:

AECOM is submitting a bid/SOQ with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project and if our firm is awarded the contract, shall as act as prime Consultant for this project.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with AECOM to provide structural engineering services with the amount to be determined by task order scope if AECOM is awarded the contract with Utah Transit Authority. **A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).**

**DBE Firm has read and certifies to the above:**

Signature

Joseph Farre, PE
Printed Name

President
Title

**Prime Contractor:**

Signature

Lori Labrum, PE, PTOE
Printed Name

Vice President
Title

DocuSign Envelope ID: 2EE75218-FAB6-49F4-BC7A-E8AFC2492D07

Salt Lake City Department of Airports

**UUCP** *Utah Unified Certification Program*

**Raymond Christy, Certifying Official**
*Salt Lake City Department of Airports*
*P O Box 145550*
*Salt Lake City, UT 84114-5550*
*Phone (801) 575-2945 Fax (801) 575-2395*
*raymond.christy@slcgov.com*

11/15/2021

Joseph Farré
Sigma Engineering Solutions Inc
4488 Wagon Trail Ave
Las Vegas, NV 00008-9118

RE: DBE Annual Update approval

Dear Joseph Farré,

Sigma Engineering Solutions Inc is certified as a Disadvantaged Business Enterprise (DBE) in the Salt Lake City Department of Airports DBE Program. The recently submitted Annual Update for Sigma Engineering Solutions Inc has been approved. In accordance with the federal DBE regulations, which are found at 49 C.F.R. Part 26, Sigma Engineering Solutions Inc is certified as a **DBE Firm** in the following areas:

541330 - Engineering Services

In order to remain certified, Sigma Engineering Solutions Inc must submit a No Change Affidavit annually;

**(11/30/21 and 11/30/2022)**

A No Change Affidavit is a sworn affidavit affirming that there have been no changes in the firm's circumstances affecting its size, disadvantaged status, ownership or the control requirements of the regulations, or any material changes to contact information, ownership, and/or expansion of services, must be communicated to the UUCP within 30 days of the change.

Annually, my office will provide the annual update documents to Sigma Engineering Solutions Inc. The same forms are also found at the SLC Department of Airport's website –
http://www.slcairport.com/business-services/disadvantaged-business-enterprise/

Thank you for your participation in the DBE program throughout the State of Utah. Please contact me at 801 575-2945, if you have any questions or if I can be of assistance to you.

Sincerely,

Raymond Christy

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AECOM

# ATTACHMENT A-5

## EMPLOYMENT PRACTICES / EEO PLAN

### Equal Employment Opportunity and Affirmative Action

**1.0 Purpose**
AECOM is committed to provide equal employment opportunity in all of its employment practices.

**2.0 Applicability**
This policy applies to all U.S.-based employees, employees who are U.S. citizens assigned to foreign work locations controlled by AECOM, and qualified applicants for employment.

**3.0 Policy**
AECOM is committed to providing equal employment opportunity, without discrimination, to all employees and qualified applicants for employment without regard to race, sex, pregnancy, age, ancestry, military or veteran status, color, religion, creed, disability, marital status, medical condition, genetic information, citizenship status, national origin, gender, gender identity, gender expression, sexual orientation or any other characteristic protected by applicable federal, state, or local law. Equal employment opportunity applies to all terms, conditions, and privileges of employment, including but not limited to recruitment, hiring, compensation, training, promotion, demotion, transfer, termination, benefits, furloughs, and retirement.

All employees are responsible for maintaining a respectful workplace free of harassment, discrimination, and any other type of offensive or intimidating conduct.

AECOM strongly encourages the prompt reporting of all incidents of discrimination or harassment. If you believe you witnessed or have been subjected to discrimination in any way, you should inform your supervisor or Human Resources representative immediately to report any violation of company policy or incident of discrimination, including harassment, sexual harassment or non-compliance with any aspect of this policy. Employees may also use the AECOM Ethics Hotline 1-888-299-9602 or 1-770-613-6332 (outside of the US) to report incidents of discriminatory, harassing or retaliatory conduct in the workplace.

Any manager/supervisor who knows of, or thinks he or she knows of, or witnesses a potential violation of this policy, has an added responsibility to act and must notify Human Resources immediately.

AECOM will take appropriate disciplinary action, up to and including termination of employment, if: (a) an employee is determined to have violated this policy; (b) an employee files a false complaint or provides false information regarding a complaint; (c) an employee fails to fully cooperate in the investigation of a complaint of alleged discrimination, harassment, retaliation or other non-compliant behavior; or (d) an employee retaliates against another employee for complaining of harassment or discrimination, or participating in an investigation related to a complaint of harassment or discrimination.

As a government contractor, AECOM is committed to complying with the requirements of Executive Order 11246, as amended, and Section 503 of the Rehabilitation Act, as amended and Vietnam Era Veterans Readjustment Assistance Act, as amended. As such AECOM shall create, maintain and house written affirmative action plans in Human Resources. US based employees are able to review the non- confidential aspects of Affirmative Acton Plans during normal business hours by contacting your EEO Officer or Human Resources Department.

**4.0 References**
Code of Conduct
Americans with Disabilities Act/Reasonable Accommodation
Harassment-free Workplace
Non-Retaliation
Employee Concerns and Complaints

Lori Labrum, PE, PTOE
Vice President

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## ATTACHMENT B: BUY AMERICA CERTIFICATE

Solicitation No. 21-03511VW

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)*

December 8, 2021

Signature Date

Vice President

Title

AECOM Technical Services, Inc.

Name of Company/Offerer

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**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 Consultant is required to verify that none of the Consultant, 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 Consultant 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 SOQ, 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

Lori Labrum, PE, PTOE, Vice President

Name and Title of the Bidder or Proposer Authorized Official

**FEDERAL ID #** 95-2661922

December 8, 2021

Date

DocuSign Envelope ID: 2EE75218-FAB6-49F4-BC7A-E8AFC2492D07

## ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Lori Labrum, Vice President, hereby certifies

(Name and Title of Company Official)

on behalf of AECOM Technical Services, Inc. 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 8th day of December, 2021.

By _____

(Signature of Authorized Official)

Vice President

(Title of Authorized Official)

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**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 Consultant 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 CONSULTANT 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 CONSULTANT IN THE CASE OF SUBCONSULTANT 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 December 8, 2021

Signature

Title Vice President

DocuSign Envelope ID: 2EE75218-FAB6-49F4-BC7A-E8AFC2492D07

## ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

The Utah Transit Authority maintains bidding statistics, regarding **ALL** firms bidding on prime contracts and subcontracts on DOT-assisted projects in accordance with the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONSULTANTS**. 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:** AECOM Technical Services, Inc.

**Firm Address:** 756 East Winchester Street, Suite 400

Salt Lake City, UT 84107

**Status:** Non-DBE _X_ DBE ____

**Company's Type of Work:** Architectural/Engineering/Planning Consulting Services

**Month/Year firm started:** September 1970

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**Company Owner(s) Ethnic Background (optional)**

| | | |
|---|---|---|
| ____African American | ____ Asian | ____Male |
| ____Hispanic | ____ Native American | ____Female |
| ____ Polynesian | ____ Caucasian | ____Other |

_____

**Annual Gross Receipts of the Firm**: (check one)

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

**Name of Solicitation:** Architectural Consultant Services Pool; RFQ No. 21-03511VW

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## ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

The Utah Transit Authority maintains bidding statistics, regarding **ALL** firms bidding on prime contracts and subcontracts on DOT-assisted projects in accordance with the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONSULTANTS**. 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:** IGES Ingenieros, LLC d/b/a GeoStrata

**Firm Address:** 14425 South Center Point Way

Bluffdale, Utah 84065

**Status:** Non-DBE ____ DBE X

**Company's Type of Work:** Geotechnical engineering, materials testing & inspection

**Month/Year firm started:** July/2001

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**Company Owner(s) Ethnic Background (optional)**

| | | |
|---|---|---|
| ____African American | ____ Asian | ____Male |
| _X_ Hispanic | ____ Native American | ____Female |
| ____ Polynesian | ____ Caucasian | ____Other |

_____

**Annual Gross Receipts of the Firm**: (check one)

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

**Name of Solicitation:** Architectural Consultant Services Pool; RFQ No. 21-03511VW

DocuSign Envelope ID: 2EE75218-FAB6-49F4-BC7A-E8AFC2492D07

# 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**: REDCON Land Surveying

**Firm Address**: 25 South Main Street, Ste 200

Centerville, UT 84014

_ **Status**: Non-DBE ____ DBE __x__

**Company's Type of Work**: Land Surveying

**Month/Year firm started**: May, 1977

**Company Owner(s) Ethnic Background (optional)**

| | | | |
|---|---|---|---|
| ____African American | ___x_ Asian | ____Male | |
| ____Hispanic | ____ Native American | ____Female | |
| ____ Polynesian | ____ Caucasian | | ____Other |

**Annual Gross Receipts of the Firm**: (check one)

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

**Name of Solicitation:** Architectural Consultant Services Pool; RFQ No. 21-03511VW

DocuSign Envelope ID: 2EE75218-FAB6-49F4-BC7A-E8AFC2492D07

## ATTACHMENT F: SOLICITATION STATISTICS

Dear Subconsultant:

The Utah Transit Authority maintains bidding statistics, regarding **ALL** firms bidding on prime contracts and **subcontracts** on DOT-assisted projects in accordance with the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONSULTANTS**. 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:** Sigma Engineering Solutions, Inc.

**Firm Address:** 4488 Wagon Trail Ave.,

Las Vegas, NV 89118

**Status:** Non-DBE ___ DBE X

**Company's Type of Work:** Engineering Consulting

**Month/Year firm started:** 12/2005

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| Company Owner(s) Ethnic Background (optional) | | |
|---|---|---|
| ___African American | ___ Asian | X M ale |
| X Hispanic | ___ Native American | ___Female |
| ___ Polynesian | ___ Caucasian | ___Other |

**Annual Gross Receipts of the Firm:** (check one)

| | | | |
|---|---|---|---|
| 0 to $500,000 | ____ | $500,000 - $1,000,000 | ____ |
| $1 M illion- $5 M illion | ____ | $5 M illion- $10 M illion | X |
| $10 M illion- $16.7 M illion | ____ | Above $16.7 Million | ____ |

**Name of Solicitation:** Architectural Consultant Services Pool; RFQ No. 21-03511VW

## ATTACHMENT G: Requirement for Written Subcontracts

(To be submitted with Bid or SOQ)

Provided that your firms Bid or SOQ is determined to be the winner for this Procurement, (UTA Number: 21-03511VW, Bidder/Proposer: AECOM Technical Services, Inc., does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subconsultants at any tier for the Work awarded to them through this Procurement, and that Bidder/Proposer will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier Consultants.

Company Name: AECOM Technical Services, Inc.

Signed by: _____

Title: Vice President

Date: December 8, 2021

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# Quality Policy

## Quality Vision

To flawlessly execute work and services the first time and every time.

## Commitment & Behaviors

AECOM is committed to delivering best-in-class solutions and services to clients. Our six quality principles serve as the basis for our quality program and provide guidance to our employees on how to deliver exceptional quality.

| QUALITY PRINCIPLES | HOW TO DELIVER QUALITY |
|---|---|
| **LEADING QUALITY AT ALL LEVELS**<br>Leaders at all levels inspire and drive a proactive culture where quality is everyone's responsibility. | **Lead by example** - Own your work and be accountable for its accuracy, timeliness, and completeness.<br>**Champion quality** - Recognize, reward, and promote quality behaviors on your team. |
| **CUSTOMER FOCUS**<br>Work and services are delivered in a manner that meet client requirements and enhance client satisfaction. | **Communicate** - Engage early and often with clients and team members to clarify expectations and requirements. |
| **COLLABORATING FOR SUCCESS**<br>Collaboration enables mutually beneficial relationships with clients, suppliers, and internal partners. | **Plan and coordinate** - Assemble the right resources and collaborate with others to achieve requirements. |
| **RISK-BASED THINKING**<br>Anticipating and managing risks safeguards the integrity of our work and services. | **Anticipate risks** - Be proactive to manage risks and changes.<br>**Budget for quality** - Allocate budget and staff for quality planning, execution, and review. |
| **EMPLOYEE EMPOWERMENT**<br>Quality is achieved through a balance between formal integrated processes and empowered employee discretion. | **Follow procedures** - Know and follow the established procedures for the work you're doing. |
| **ORGANIZATIONAL LEARNING**<br>Organizational learning is accomplished through knowledge sharing and continual improvement. | **Focus on results** - Monitor and measure quality performance and adjust actions accordingly.<br>**Continually improve** - Seek and share better ways of working to continually improve processes. |

## Implementation

Our Quality Management Systems (QMS) manage all aspects of our work. To consistently deliver sustainable world-class services and solutions, we implement the purpose-driven QMS that most effectively meets the needs and expectations of the business and interested parties.

We adhere to our QMS in all that we do.

Our quality objectives, which provide measurable outcomes of our program, consist of:

- Client Satisfaction;
- Employee Engagement;
- Business Profitability;
- Project Delivery & Technical Execution Consistency; and
- Continual Improvement.

## Review

This policy will be reviewed annually by the Global Quality Leadership Team to ensure it meets business needs and will be updated as appropriate.

## Communication

The current version of this policy is published on the AECOM Ecosystem and communicated to people working for or on behalf of AECOM.

20-Sept-2021

**Troy Rudd** — **Date**
**Chief Executive Officer**

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# Safety, Health & Environment Policy

## Purpose

This policy establishes the framework to safeguard AECOM's employees and stakeholders through effective management of risk and commitment to a Culture of Caring.

## Commitment

In recognition of the right to a safe and healthy working environment, AECOM is committed to maintaining the physical, psychological, and social well-being, of our employees, stakeholders, and global communities through appropriate risk management strategies.

To advance our Safety, Health & Environment (SH&E) program, we are committed to:

- Our goal of Zero work-related injuries to AECOM employees and stakeholders, incident prevention and protection of the environment while executing our work.
- Providing a highly effective SH&E management system based on our Life-Preserving Principles that empowers employees and drives continuous review and improvement opportunities.
- Effectively managing critical SH&E risk throughout the project lifecycle, through identification and development of suitable actions using the hierarchy of controls.
- Appropriately meeting client requirements and properly incorporating all applicable SH&E legal requirements and local, state, provincial and national regulations.
- Fostering an exceptional safety culture based on communication, collaboration, and consultation, where our people and stakeholders embrace ownership for the well-being of themselves and others.
- Advancing our goals of pollution prevention, resource conservation and environmental sustainability as set out in the Sustainable Legacies strategy.
- Setting aggressive SH&E performance goals and Core Value Metrics; working with employees and business partners to meet targets and promote continuous improvement opportunities.
- Establishing AECOM as the global provider of choice through safe execution of professional services throughout the project lifecycle.

## Participation

Individual ownership of our Safety for Life program is required through participation of all parties in our Culture of Caring.

To that end, we expect our leaders, managers, supervisors, employees, and subcontractors to:

- Commit to the well-being of themselves and of all other stakeholders both on and off the job.
- Demonstrate this commitment through compliance with applicable rules and properly identifying, managing and eliminating hazards and reducing risk in the workplace.
- Engage in planning and training to enable competency and the proper and appropriately maintained equipment, materials, and personal protective equipment required to work safely and respond as necessary to emergencies.
- Take action to stop work if the work cannot be executed safely or if conditions or behaviors on the work activity are unsafe or unhealthy.
- Immediately report SH&E incidents, near-misses, unsafe conditions, and at-risk behaviors; participate in investigations and review findings with appropriate stakeholders to enable implementation of corrective and preventative actions.

## Accountability

We expect continuous improvement in our journey toward a "zero" incident culture, where everyone participates and is committed to SH&E excellence.

To that end our leaders, managers, supervisors, employees, and subcontractors will be held accountable to their commitment and participation through:

- Recognition and reward of those who positively contribute to excellent SH&E performance.
- Inspections, investigations and reporting to assess SH&E management system application; elevation of high potential findings to senior and executive leadership to enable appropriate action.
- Appropriate action such as coaching or disciplinary measures when expectations are not met.

## Review and Communication

This Policy and associated SH&E management system will be reviewed annually and will be made available to all persons under the control of the company.

September 3, 2021

Troy Rudd — Date

Chief Executive Officer

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# EXHIBIT E - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

It is the responsibility of the Offeror or Bidder to ensure that all clauses applicable to the Work of the Agreement resultant from this purchase order or contract are adhered to by the Consultant and its Subconsultants when applicable.

| Sec. | Contract Clause | Applicability to Type of Contract |
|---|---|---|
| 1 | Fly America Requirements | When Transportation Paid by FTA Funds |
| 2 | Buy America Requirements | Value > 150K for Construction, Goods, Rolling Stock |
| 3 | Charter Bus Requirements | Operational Service |
| 4 | School Bus Requirements | Operational Service |
| 5 | Cargo Preference Requirements | Equipment/Material/Commodities Transported by Ocean |
| 6 | Seismic Safety Requirements | New Construction/Additions |
| 7 | Special Department of Labor (DOL) Equal Employment Clause | Value > 10K for Construction |
| 8 | Energy Conservation Requirements | All |
| 9 | Clean Water Requirements | Value > 100K |
| 10 | Bus Testing | Rolling Stock Acquisition |
| 11 | Pre-Award and Post Delivery Audit Requirements | Rolling Stock Acquisition |
| 12 | Lobbying | All (Certification required if > $100K) |
| 13 | Access to Records and Reports | All |
| 14 | Federal Changes | All |
| 15 | Bonding Requirements | Construction > 100K |
| 16 | Clean Air | Value > 100K |
| 17 | Recycled Products | Value > 10K In Fiscal Year |
| 18 | Davis-Bacon and Copeland Anti-Kickback Acts | Construction > $2000 |
| 19 | Contract Work Hours and Safety Standards Act | Construction > $2000, Rolling Stock, Operational > $2,500 |
| 20 | No Government Obligation to Third Parties | All |
| 21 | Program Fraud and False or Fraudulent Statements and Related Acts | All |
| 22 | Termination | Value > 10K |
| 23 | Government-Wide Debarment and Suspension (Non-procurement) | Value > 25K |
| 24 | Privacy Act | All |
| 25 | Civil Rights Requirements | All |
| 26 | ADA Access Requirements | All |
| 27 | Breaches and Dispute Resolution | Value > 100K |
| 28 | Patent and Rights in Data | Research Projects Only |
| 29 | Transit Employee Protective Agreements | Transit Operations |

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| | | |
|---|---|---|
| 30 | Disadvantaged Business Enterprise (DBE) | All |
| 31 | Incorporation of FTA Terms | All |
| 32 | Drug and Alcohol Testing | Operational Service/Safety Sensitive |
| 33 | Transit Vehicle Manufacturer (TVM) Certifications | Rolling Stock, All Vehicle Procurements |
| 34 | Metric Requirements | Sealed Bid Procurements, Rolling Stock, Construction |
| 35 | Conformance with National ITS Architecture | Contracts and Solicitations for ITS projects only |
| 36 | Corridor Preservation | Right of Way Development |
| 37 | Veterans Employment | Capital Projects |
| 38 | Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment | ALL |

## 1. FLY AMERICA REQUIREMENTS

**49 U.S.C. §40118**
**41 CFR Part 301-10.131 - 301-10.143**

**Applicability to Contracts**: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.
**Flow down Requirements**: The Fly America requirements flow down to first tier consultants, who are responsible for ensuring that lower tier consultants and sub-consultants are in compliance.
**Fly America** - The Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 - 301-10.143, which provide that recipients and sub-recipients of Federal funds and their consultants 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 Consultant 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 Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## 2. BUY AMERICA REQUIREMENTS

**49 U.S.C. 5323(j)**
**49 U.S.C. 5323(h)**
**49 CFR Part 661**

**Applicability to Contracts**: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $150,000).
**Flow down Requirements**: The Buy America requirements flow down to first tier Consultant, who are responsible for ensuring that lower tier consultants and sub-consultants are in compliance. **Buy America** - The Consultant agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h),

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49 CFR Part 661, and FAST Act (Pub. L. 114-94) which provide that Federal fund may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and was amended by Section 3011 of the FAST Act (Pub. L. 114-94). Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content for FY16 & FY17; sixty-five percent (65%) domestic content for FY18 & FY19; and seventy percent (70%) domestic content for FY20 & beyond.

General waivers for small purchases do not apply to Consultant's equipment purchases when Consultant's contract value exceeds $150,000 in value. Consultant must submit to UTA the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-consultants.

**EXCEPTION SPECIFIC TO THIS PROCUREMENT**: UTA is seeking Buy America compliant [bids/SOQs] with this [RFP/IFB/RFQ]. However, UTA holds an FTA Non-Availability Waiver that is applicable to this procurement. Accordingly, the inability to certify Buy America compliance on this procurement shall not result in the [bid/SOQ] being deemed non-responsive. The requirement for the SOQ to include a completed Buy America Certificate, however, is not waived by this exception.

## 3. CHARTER BUS REQUIREMENTS

**49 U.S.C. 5323(d)**
**49 CFR Part 604**

**Applicability to Contracts**: The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

**Flow down Requirements**: The Charter Bus requirements flow down from UTA to first tier service Consultants.

**Charter Service Operations** - The consultant agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

## 4. SCHOOL BUS REQUIREMENTS

**49 U.S.C. 5323(F)**
**49 CFR Part 605**

**Applicability to Contracts**: The School Bus requirements apply to the following type of contract: Operational Service Contracts.

**Flow down Requirements**: The School Bus requirements flow down from UTA to first tier service consultants.

**School Bus Operations** - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

## 5. CARGO PREFERENCE REQUIREMENTS

**46 U.S.C. 55305**

**Applicability to Contracts**: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

**Flow down Requirements**: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels - The consultant 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

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30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the consultant in the case of a subconsultant's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**Cargoes Procured, Furnished, or Financed by the United States Government** - (a) Definition. - In this section, the term "privately-owned commercial vessel of the United States" does not include a vessel that, after September 21, 1961, was built or rebuilt outside the United States or documented under the laws of a foreign country, until the vessel has been documented under the laws of the United States for at least three (3) years.

(b) Minimum Tonnage.-When the United States Government procures, contracts for, or otherwise obtains for its own account, or furnishes to or for the account of a foreign country, organization, or persons without provision for reimbursement, any equipment, materials, or commodities, or provides financing in any way with Federal funds for the account of any persons unless otherwise exempted, within or without the United States, or advances funds or credits, or guarantees the convertibility of foreign currencies in connection with the furnishing or obtaining of the equipment, materials, or commodities, the appropriate agencies shall take steps necessary and practicable to ensure that at least fifty percent (50%) of the gross tonnage of the equipment, materials, or commodities (computed separately for dry bulk carriers, dry cargo liners, and tankers) which may be transported on ocean vessels is transported on privately-owned commercial vessels of the United States, to the extent those vessels are available at fair and reasonable rates for commercial vessels of the United States, in a manner that will ensure a fair and reasonable participation of commercial vessels of the United States in those cargoes by geographic areas.

(c) Waivers. -The President, the Secretary of Defense, or Congress (by concurrent resolution or otherwise) may waive this section temporarily by-

(1) Declaring the existence of an emergency justifying a waiver; and

(2) Notifying the appropriate agencies of the waiver.

(d) Programs of Other Agencies. -

(1) Each department or agency that has responsibility for a program under this section shall administer that program with respect to this section under regulations and guidance issued by the Secretary of Transportation. The Secretary, after consulting with the department or agency or organization or person involved, shall have the sole responsibility for determining if a program is subject to the requirements of this section.

(2) The Secretary-

(A) shall conduct an annual review of the administration of programs determined pursuant to paragraph (1) as subject to the requirements of this section;

(B) may direct agencies to require the transportation on United States-flagged vessels of cargo shipments not otherwise subject to this section in equivalent amounts to cargo determined to have been shipped on foreign carriers in violation of this section;

(C) may impose on any person that violates this section, or a regulation prescribed under this section, a civil penalty of not more than $25,000 for each violation willfully and knowingly committed, with each day of a continuing violation following the date of shipment to be a separate violation; and

(D) may take other measures as appropriate under the Federal Acquisition Regulations issued pursuant to section 25(c)(1) 1 of the Office of Federal Procurement Policy Act (41 U.S.C. 421(c)(1) 2 or contract with respect to each violation.

(e) Security of Government-Impelled Cargo. -

(1) In order to ensure the safety of vessels and crewmembers transporting equipment, materials, or commodities under this section, the Secretary of Transportation shall direct each department or agency (except the Department of Defense), when responsible for the carriage of such equipment, materials, or commodities, to provide armed personnel aboard vessels of the United States carrying such equipment, materials, or commodities if the vessels are transiting high-risk waters.

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(2) The Secretary of Transportation shall direct each department or agency responsible to provide armed personnel under paragraph (1) to reimburse, subject to the availability of appropriations, the owners or operators of applicable vessels for the cost of providing armed personnel.

(3) In this subsection, the term "high-risk waters" means waters so designated by the Commandant of the Coast Guard in the Port Security Advisory in effect on the date on which an applicable voyage begins. (Pub. L. 109–304, §8(c), Oct. 6, 2006, 120 Stat. 1642; Pub. L. 110–417, div. C, title XXXV, §3511(a), (b), Oct. 14, 2008, 122 Stat. 4769; Pub. L. 112–213, title V, §503, Dec. 20, 2012, 126 Stat. 1575.)

## 6. SEISMIC SAFETY REQUIREMENTS

**42 U.S.C. 7701 et seq.**
**49 CFR Part 41**

**Applicability to Contracts**: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.
**Flow down Requirements**: The Seismic Safety requirements flow down from UTA to first tier consultants to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all sub-consultants.
**Seismic Safety** - The consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The consultant also agrees to ensure that all work performed under this contract including work performed by a sub-consultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The consultant will facilitate and follow Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. 7704 note, except as the Federal Government determines otherwise in writing.

## 7. SPECIAL DOL EQUAL EMPLOYMENT CLAUSE

**41 CFR Part 60**

**See Section 25 – Contract Clause Civil Rights Requirements**

## 8. ENERGY CONSERVATION REQUIREMENTS

**42 U.S.C. 6321 et seq.**
**49 CFR Part 622**

**Applicability to Contracts**: The Energy Conservation requirements are applicable to all contracts.
**Flow down Requirements**: The Energy Conservation requirements extend to all third-party consultants and their contracts at every tier and, sub-recipients and their sub-agreements at every tier.
**Energy Conservation** - The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

## 9. CLEAN WATER REQUIREMENTS

**33 U.S.C. 1251 - 1377**

**Applicability to Contracts**: The Clean Water requirements apply to each contract and subcontract which exceeds $150,000.
**Flow down Requirements**: The Clean Water Act requirements flow down to UTA third party consultants and their contracts at every tier, and sub-recipients and their sub-agreements at every tier.
**Clean Water** - (a) The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. 1251 – 1377 et seq.

(b) The consultant agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368

(c) The consultant agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6.

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

## 10. BUS TESTING

**49 U.S.C. 5318(e)**
**49 U.S.C. 5323(c)**
**49 CFR Part 665**

**Applicability to Contracts**: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.
**Flow down Requirements**: The Bus Testing requirements should not flow down, except to the turnkey consultant as stated in the most current FTA Master Agreement.
**Bus Testing** - The Consultant [Manufacturer] agrees to comply with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
b) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

## 11. PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS

**49 U.S.C. 5323**
**49 C.F.R. 661.12**
**49 CFR Part 663**

**Applicability to Contracts**: These requirements apply only to the acquisition of Rolling Stock/Turnkey.
**Flow down Requirements**: These requirements should not flow down, except to the turnkey consultant as stated in Master Agreement

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

A Buy America certification under this part shall be issued in addition to any certification which may be required by part 661 of this title. Nothing in this part precludes FTA from conducting a Buy America investigation under part 661 of this title "**Pre-Award and Post-Delivery Audit Requirements**" - The Consultant agrees to comply with "Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).
Pre-Award and Post-Delivery Audit Requirements - The Consultant agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Consultant shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) The location of the

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final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Consultant shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Consultant shall submit a) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

## 12. LOBBYING

**31 U.S.C. 1352**
**49 CFR Part 19**
**49 CFR Part 20**

**Applicability to Contracts**: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

**Flow Down Requirements** the Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tear up to UTA.

## 13. ACCESS TO RECORDS AND REPORTS

**49 U.S.C. 5325**
**18 CFR 18.36(i)**
**49 CFR 633.17**

**Applicability to Contracts**: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section.

**Flow down Requirements** FTA does not require the inclusion of these requirements in subcontracts.

**Access to Records -** The following access to records requirements apply to this Contract:

(1) The Consultant agrees to provide UTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's

| **Contract Characteristics** | Operational Service Contract | Turnkey | Construction | Architectural Engineering | Acquisition of Rolling Stock | Professional Services |
|---|---|---|---|---|---|---|

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| | | | | | | |
|---|---|---|---|---|---|---|
| Non-State Grantees | Yes[1] | | Yes | Yes | Yes | Yes |
| a. Contracts below SAT ($250,000) | Yes[1] | | Yes | Yes | Yes | Yes |
| b. Contracts above $250,000/ Capital Projects | | Those imposed on nonstate Grantee pass thru to Consultant | | | | |

records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where UTA or a sub-grantee of UTA in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Consultant shall make available records related to the contract to UTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

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

(6) Requirements for Access to Records and Reports by Types of Contract Sources of Authority: [1] 18 CFR 18.36 (i)

## 14. FEDERAL CHANGES

**49 CFR Part 18**

**Applicability to Contracts**: The Federal Changes requirement applies to all contracts.
**Flow down Requirements**: The Federal Changes requirement flows down appropriately to each applicable changed requirement.
**Federal Changes** - Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between UTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

### 15. BONDING REQUIREMENTS

This section applies only to construction or facility improvement contracts exceeding $100,000.

## 16. CLEAN AIR

**42 U.S.C. 7401 – 7601(q)**
**40 CFR 15.61**
**49 CFR Part 18**

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**Applicability to Contracts**: The Clean Air requirements apply to all contracts exceeding $150,000, including indefinite quantities where the amount is expected to exceed $150,000 in any year.
**Flow down Requirements:** The Clean Air requirements flow down to all subcontracts which exceed $150,000.
**Clean Air** - (1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7601(q) et seq. The Consultant agrees to report each violation to UTA and understands and agrees that UTA, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
(2) The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

## 17. RECYCLED PRODUCTS

**42 U.S.C. 6962**
**40 CFR Part 247**
**Executive Order 12873**

**Applicability to Contracts**: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Consultant procures $10,000 or more of one (1) of these items during the fiscal year or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds.
**Flow down Requirements**: These requirements flow down to all consultant and sub-consultant tiers.
**Recovered Materials** - The consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The consultant agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

## 18. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

**49 U.S.C. 5333**
**40 U.S.C. 3141 – 3144**
**40 U.S.C. 3146 – 3147**
**18 U.S.C. 874**
**40 U.S.C. 3145**

**Applicability to Contracts**: The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 FR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.
**Flow down Requirements**: Applies to third party contractors and sub-contractors
(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than Monthly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without

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regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one (1) classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-consultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the consultant, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the consultant does not make payments to a trustee or other third person, the consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the consultant to set aside in a separate account asset for the meeting of obligations under the plan or program.

(v)(A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

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(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the consultant, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the consultant under this contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the consultant or any sub-consultant the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, UTA may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the consultant during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the consultant shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Consultants employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The consultant shall submit weekly for each week in which any contract work is performed a copy of all payrolls to UTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing

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Office, Washington, DC 20402. The prime consultant is responsible for the submission of copies of payrolls by all sub-consultants.
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the consultant or sub-consultant or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be maintained under section
5.5(a) (3) (i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the consultant or sub-consultant to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The consultant or sub-consultant shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the consultant or sub-consultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant's or Sub-consultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the consultant will no longer be permitted to utilize apprentices at less than the applicable

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predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

**(5) Compliance with Copeland Act requirements** - The consultant shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Consultant is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**(6) Subcontracts** - The consultant or sub-consultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub-consultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for the compliance by any subconsultant or lower tier sub-consultant with all the contract clauses in 29 CFR 5.5. (7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a consultant and a sub-consultant as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the consultant (or any of its subconsultants) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the consultant certifies that neither it (nor he or she) nor any person or Consultant who has an interest in the consultant's Consultant is a person or Consultant ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or Consultant ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this

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section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and sub-consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or sub-consultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-consultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the consultant or sub-consultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the consultant or sub-consultant for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the consultant or sub-consultant will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

OMB Control Number
(a)(1)(ii)(B) 1215-0140
(a)(1)(ii)(C) 1215-0140
(a)(1)(iv) 1215-0140
(a)(3)(i) 1215-0140,
1215-0017
(a)(3)(ii)(A) 1215-0149
(c) 1215-0140,
1215-0017

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[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]
Effective Date Note: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

## 19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

**29 CFR Part**
**5 40 U.S.C.**
**3701 et seq.**
**40 U.S.C. 3702**

**Applicability to Contracts**: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq*. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from … the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6).
The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than $100,000. These no construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12) **Flow down Requirements**: Applies to third party consultants and sub-consultants.

(1) **Overtime requirements** - No consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and sub-consultant shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or sub-consultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-consultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs (1) through (4) of this section.

## 20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

**Applicability to Contracts**: Applicable to all contracts.
**Flow down Requirements**: This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.
**No Obligation by the Federal Government.**

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(1) UTA and the Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to UTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-consultant who will be subject to its provisions.

## 21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

**31 U.S.C. 3801 et seq.**
**49 CFR Part 31**
**18 U.S.C. 1001**
**49 U.S.C. 5307**

**Applicability to Contracts**: These requirements are applicable to all contracts.
**Flow down Requirements**: These requirements flow down to consultants and sub-consultants who make, present, or submit covered claims and statements.

### Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Consultant 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 Consultant certifies the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant 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 Consultant to the extent the Federal Government deems appropriate.

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

(3) The Consultant agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-consultant who will be subject to the provisions.

## 22. TERMINATION

**49 CFR Part 18**
**FTA Circular 4220.1F**

**Applicability to Contracts**: These requirements are applicable to all contracts over $100,000.
**Flow down Requirements**: These requirements flow down to consultants and sub-consultants over $100,000.

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

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of it in the manner the (Recipient) directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the consultant setting forth the manner in which the Consultant is in default. The consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

**c. Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Consultant [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

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

**e. Termination for Default (Construction)** If the Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant charged with damages under this clause if-

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1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Consultant. Examples of such causes include acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the consultant, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

   If, after termination of the Consultant's right to proceed, it is determined that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

## 23. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

**49 CFR 18**
**2 CFR 1200**
**2 CFR 180**
**Executive Orders 12549 and 12689**

**Background and Applicability**: In addition to the contracts covered under 2 CFR 180.220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a consultant, subconsultant, supplier, Consultant, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed $25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180).This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).
These provisions apply to all UTA contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as "covered transactions."
Grantees, consultants, and sub-consultants (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. Grantees, consultants, and sub-consultants who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).
**Flow down Requirements**: These requirements flow down to consultants and sub-consultants at all levels.
**Suspension and Debarment**: This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the consultant is required to verify that none of the consultant, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.
The consultant is required to comply with 2 CFR 1200 and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.
By signing and submitting its bid or SOQ, the Firm certifies as follows:
The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined that the Firm knowingly rendered an erroneous certification, in addition to remedies available to UTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Firm agrees to comply with the requirements 2 CFR 180 while this

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offer is valid and throughout the period of any contract that may arise from this offer. The Firm further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 24. PRIVACY ACT

**5 U.S.C. 552**

**Applicability to Contracts**: When UTA maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.
**Flow down Requirements**: The Federal Privacy Act requirements flow down to each third-party consultant and their contracts at every tier.
**Contracts Involving Federal Privacy Act Requirements**: The following requirements apply to the Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:
(1) The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Consultant, or its employees operate a system of records on behalf of the Federal Government. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

## 25. CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 2000**
**42 U.S.C. § 6102, 42 U.S.C. § 12112**
**42 U.S.C. § 12132, 49 U.S.C. § 5332**
**29 CFR Part 1630, 41 CFR Parts 60 et seq.**

1. The Consultant will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:
   i. 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C § 12132, 49 U.S.C § 5307 (c)(1)(D)(ii), 49 U.S.C § 5332, California Civil Code § 51, California Government Code § 11135 ii.
   29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112, California Government Code § 12900 - 12996 iii.
   49 U.S.C. § 5325 (k).
   iv. Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.

2. The Civil Rights requirements flow down to all third-party sub-consultants and their subcontracts at every tier.

3. The following requirements apply to a contract awarded as a result of this solicitation:

   i. Nondiscrimination - In accordance with U.S. Department of Transportation (DOT), Federal, and State of California regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients.", DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Unruh Civil Rights Act, California Civil Code § 51, and California Government Code § 11135, the Consultant agrees that it will comply with the identified Federal and State of

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California laws and regulations, pertaining to UTA programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of California statutes and/or regulations that may be signed into law or promulgated.

ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:

a) Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients", and , the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, California Government Code Sections 12900 - 12996 and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements that DOT, or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.

b) Sex – The Consultant agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Consultant agrees to comply with any implementing requirements that DOT, or FTA may issue.

c) Age - The Consultant agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Consultant agrees to comply with any implementing requirements that DOT, or FTA may issue.

d) Disabilities - The Consultant agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, "Americans with Disabilities Act: Guidance". In addition, the Consultant agrees to comply with any implementing requirements that DOT, or FTA may issue.

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

## 26. ADA ACCESS REQUIREMENTS

**49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101**

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**Applicability to Contracts**: The Consultant shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Consultant shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

## 27. BREACHES AND DISPUTE RESOLUTION

**49 CFR Part 18**
**FTA Circular 4220.1F**

**Applicability to Contracts**: All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.
**Flow Down Requirements**: The Breaches and Dispute Resolutions requirements flow down to all tiers.
**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of UTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the UTA. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of UTA shall be binding upon the Consultant and the Consultant shall abide be the decision.
**Performance During Dispute** - Unless otherwise directed by UTA, Consultant shall continue performance under this Contract while matters in dispute are being resolved.
**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AUTHORITY and the CONSULTANT arising out of or relating to this agreement or its breach will be decided by mediation under the auspices of a JAMS mediator. (https://www.jamsadr.com). If JAMS mediation is unsuccessful in resolving the dispute, either party may bring the matter to a court of competent jurisdiction within the State of Utah.
**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AUTHORITY or CONSULTANT shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by UTA or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## 28. PATENT AND RIGHTS IN DATA

**37 CFR Part 401**
**49 CFR Parts 18 and 19**

**Applicability to Contracts**: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

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**Flow down Requirements**: The Patent and Rights in Data requirements apply to all consultants and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, UTA or Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may UTA or Consultant authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by UTA or Consultant using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, UTA and the Consultant performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for UTA or Consultant's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, UTA and the Consultant agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by UTA or Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither UTA nor the Consultant shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

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(f) Data developed by UTA or Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that UTA or Consultant identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), UTA and the Consultant agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Consultants under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Consultant also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, UTA and Consultant agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), UTA and the Consultant agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Consultants Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Consultant also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

## 29. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

**49 U.S.C. § 5310, § 5311, and § 5333**
**29 CFR Part 215**

**Applicability to Contracts**: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Consultant recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

**Flow down Requirements**: These provisions are applicable to all contracts and subcontracts at every tier.

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Consultant agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to UTA's project from which Federal assistance is provided to support work on the underlying contract. The Consultant agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and

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individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Consultant agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Consultant agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Consultant agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Consultant also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

## 30. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

**49 CFR Part 26**

**Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)**

1. UTA encourages DBE participation in this solicitation. In order to qualify as a DBE, a Consultant, or a Consultant's sub-consultant, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, UTA must comply, and ensure that it's Consultant(s) comply with 49 CFR Part 26 and Section 1101(b) of the Fixing America's Surface Transportation Act (FAST Act).

2. DBE Requirements/DBE Obligation:

   i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26. ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

   iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in Western States Paving v. Washington State Department of Transportation and the FTA's Guidance (Docket No. FTA-2006-24063; dated March 23, 2006), UTA will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Consultants are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.

   iv. The Consultant, and any of its sub-consultants, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of UTA contracts. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Each subcontract the Consultant signs with a sub-consultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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v. 1101(b) of the FAST Act extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. UTA and subrecipients (Consultant and its sub-consultants) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, UTA and sub-recipients (Consultant and its sub-consultants) of FTA funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

3. DBE Financial Institutions

i. The Consultant is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-consultants to make use of these institutions also.
ii. A list of Minority Owned Banks is on the Federal Reserve website at http://federalreserve.gov/releases/mob/current/default.htm. The Federal Reserve website is updated periodically.
iii. The Consultant is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

4. DBE Reporting and Certification

i. Monthly reporting requires the submittal of a "Monthly Sub-consultant Payment Report", which is used by UTA to verify payments to DBE and non-DBE sub-consultants. When completing this form, the Consultant must designate DBE sub-consultants by placing an asterisk in front of their name. As Federal law requires that UTA have proof of payment to a DBE sub-consultant, the subconsultant must initial the form and verify payment received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of $10 per day, per report.
ii. In order for the Consultant to submit a properly executed "Monthly Sub-consultant Payment Report," the Consultant must verify that Sub-consultants DBE certification is current at time of payment.
iii. Certified Consultants can be found at the State of California web site: http://www.dot.ca.gov/hq/bep/find_certified.htm

5. DBE Contract Assurance (49 CFR 26.13)

i. UTA does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. UTA takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. UTA's DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be is incorporated by reference into the contract resulting from this solicitation.
ii. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is no limited to:
    a. Withholding monthly progress payments;
    b. Assessing sanctions;
    c. Liquidated damages; and/or
    d. Disqualifying the Consultant from future bidding as non-responsible.

6. DBE Prompt Payment (49 CFR 26.29)

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i. Not later than ten (10) days after receipt of each progress payment from UTA, the successful Offeror shall pay to any sub-Consultant performing any work, the respective amounts allowed to

the successful Offeror for work performed by the sub-Consultant, to the extent of each subconsultant's interest therein, unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Offerors receipt of released retention from UTA upon completion of the project as defined in California Public Contract Code section 7107 the successful Offeror shall pay each of its sub-Consultants from whom retention has been withheld, each sub-Consultants share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by UTA, the successful Offeror shall pay each of its sub-Consultants from whom retention has been withheld, each subconsultant shares of the retention received, in accordance with the provisions of California Public Contract Code section 7107. This clause applies to both DBE and non-DBE subconsultants.

ii. Failure to comply with these provisions or delay in payment without prior written approval from UTA will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

## 31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA

**Circular 4220.1F**

**Applicability to Contracts**: The incorporation of FTA terms applies to all contracts and subcontracts at every tier.

**Flow Down Requirements** The incorporation of FTA terms has unlimited flow down.

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests which would cause UTA to be in violation of the FTA terms and conditions.

## 32. DRUG AND ALCOHOL TESTING

**49 U.S.C. §5331**
**49 CFR Part 655**
**49 CFR Part 382**

**Applicability to Contracts**: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

**Flow down Requirements**: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 655 as amended by MAP-21, with certain exceptions for contracts involving maintenance services. Maintenance Consultants for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance sub-consultants. **Drug and Alcohol Testing**: The Consultant agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or UTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The consultant agrees further to certify annually its compliance with Part 655 before June 30 and to submit the Management Information System (MIS) reports before January 15 to UTA. To certify compliance the Consultant shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the

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Federal Register.

## 33. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATIONS

**49 CFR Part 26**

49 CFR §26.49 Consultant must submit to UTA a certification from each transit vehicle manufactures those desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR §26.49. UTA may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goalsetting procedures.

## 34. METRIC REQUIREMENTS

**15 U.S.C. §§205**
**2007-Pub. L. 110–69**

As required by U.S. DOT or FTA, UTA agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the UTA agrees to accept products and services with dimensions expressed in the metric system of measurement.

## 35. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS 23 U.S.C. Section 517(d)

**23 U.S.C. §502**

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

## 36. CORRIDOR PRESERVATION

**49 U.S.C. 5323(q)**

The Recipient agrees not to develop right-of way acquired under 49 U.S.C. § 5323(q), as amended by MAP-21, in anticipation of its Project until all required environmental reviews for that Project have been completed.

## 37. VETERANS EMPLOYMENT

**49 U.S.C. 5325 (k)**

Veterans Employment. As provided by 49 U.S.C. § 5325(k):

a. To the extent practicable, Consultant agrees that it:
    1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
    2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Consultant also assures that its sub-consultant will:

    1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

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2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

## 38. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

In accordance with 2 CFR 200.216, consultant and its subconsultants are prohibited from expending funds under this contract for the procurement of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

"Covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:

a. Huawei Technologies Company
b. ZTE Corporation
c. Hytera Communications Corporation
d. Hangzhou Hikvision Digital Technology Company
e. Dahua Technology Company
f. Any subsidiary of the above listed entities.

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669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

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

**TITLE:**

**Contract: Code Vulnerability Management Software (Talrace)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve award and authorize Executive Director to execute contract and associated disbursements with Talrace in the amount of Not-To Exceed $729,900 for Code Vulnerability Management.

**BACKGROUND:**
Vulnerability Management, the ongoing practice of identifying, classifying, prioritizing, and mitigating software vulnerabilities is priority for Utah Transit Authority's IT Department.

The purpose of the RFP is to engage a third-party vendor to provide a code scan for internal and external systems, applications, and software. Once the scan of various applications, systems and software has been completed, a comprehensive list of vulnerabilities will be presented to UTA for review and acceptance.

**DISCUSSION:**
In this code vulnerability management contract with Talrace, the contractor will provide the following services:

- DAST & SAST Code Scanning
- CI/CD Pipeline modifications to include SAST pre-development scanning
- Document all findings

- Code remediation / upgrade activities and upgrade projects with unit/Integration tests coverage over 80% as per industry standard

Included in this project is the remediation of bugs, vulnerabilities, and issues that the code scan has uncovered. Because it is impossible to determine ahead of time how many issues may be uncovered and the depth of the vulnerability, the vendor will prepare a recommendation with cost time estimate broken out by project. The Project Manager for UTA will then prioritize and authorize the work to be performed. UTA may, in some cases choose to have the remediation work completed in house and not by the vendor.

In addition to the list of issues requiring mitigation and remediation, the vendor will provide a recommendation of best practices to avoid system vulnerabilities into the future.

The contract has a base term of three years with two one-year options. The total contract value reflects the five year period based on anticipated annual costs of not to exceed $146,000.

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**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Talrace |
| **Contract Number:** | 22-03548CG |
| **Base Contract Effective Dates:** | 5/1/2022 - 4/30/2025 base contract |
| **Extended Contract Dates:** | 5/1/2025 - 4/30/2027 option years |
| **Existing Contract Value:** | $0 |
| **Amendment Amount:** | N/A |
| **New/Total Contract Value:** | NTE of $729,900 for base plus option years |
| **Procurement Method:** | Request for Proposal |
| **Budget Authority:** | Included in approved 2022 IT budget |

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**ALTERNATIVES:**

Hire qualified staff that has the expertise in code remediation.

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**FISCAL IMPACT:**

Pricing will be at contractor's hourly rate of $36.00 per hour and not to exceed 4055 hours.

Contract value per year will be NTE $145,980.00 with the total contract value including option years, not to exceed $729,900.

The funds for this year's contract are included in the 2022 budget and subsequent annual costs will be included in subsequent years.

**ATTACHMENTS:**
Talrace Contract

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Code Vulnerability Management

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

**RECITALS**

WHEREAS, on 2/18/2022, UTA received competitive proposals to provide Vulnerability Management according to the terms, conditions and specifications prepared by UTA in 22-03548CG (the "RFP"); and

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

WHEREAS, the Talrace proposal submitted by the Contractor in response to the RFP ("Contractor's Proposal) was deemed to be the most advantageous to UTA; and

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

**AGREEMENT**

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

1. **SOFTWARE RELATED SERVICES TO BE PROVIDED BY CONTRACTOR**

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

2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Software Related Services (made via purchase order or other agreed order method) during a Three - year period expiring 4/30/2025. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two (2) additional one-year option periods,

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for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

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

4. **INCORPORATED DOCUMENTS**

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

1. The terms and conditions of this Software Related Services Supply Agreement (including any exhibits and attachments hereto).

2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Software and Services;

3. Contractor's Proposal including, without limitation, all federal certifications (as applicable);

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

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

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

6. **LAWS AND REGULATIONS**

Contractor and any and all Software and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related

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to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

7. **INVOICING PROCEDURES**

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

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

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

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

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

8. **WARRANTY OF SOFTWARE RELATED SERVICES**

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

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

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

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

e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade.

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

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, software, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Software and Services. UTA shall have full rights and privileges to use and reproduce said items.

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

10. **GENERAL INDEMNIFICATION**

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

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limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

11. **INSURANCE REQUIREMENTS**

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured

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with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

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

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

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

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

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

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

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contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

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

12. **OTHER INDEMNITIES**

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

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

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

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13. **INDEPENDENT CONTRACTOR**

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

14. **STANDARD OF CARE.**

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

15. **USE OF SUBCONTRACTORS**

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

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

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

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

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

16. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives,

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

17. **ASSIGNMENT OF CONTRACT**

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

18. **ENVIRONMENTAL RESPONSIBILITY**

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

**20. SUSPENSION OF WORK**

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

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

c. If a Suspension of Work Order is not canceled and the Work covered by such order is

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terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

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

21. **TERMINATION**

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

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

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

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

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

c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages

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exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Software and Services furnished by Contractor prior to termination.

d.

22. **CHANGES**

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

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

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

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

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

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

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

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d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

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

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

24. **FINDINGS CONFIDENTIAL**

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

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

mitigation of the breach for review and approval by UTA.

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

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5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. **PUBLIC INFORMATION.**

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

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Georgiy Polishchuk, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-2261.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Chad Gonzales, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3013.

28. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

29. **NOTICES OR DEMANDS**

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered , personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

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| If to UTA: | If to Contractor: |
|---|---|
| Utah Transit Authority | Talrace |
| ATTN: Chad Gonzales | ATTN: Alena Porter |
| 669 West 200 South | 126 Deer Song Dr |
| Salt Lake City, UT 84101 | Winter Springs, FL 32708 |
| Cgonzales@rideuta.com | alena.porter@talrace.com |

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

30. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

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

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

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

| Level of Authority | Time Limit |
|---|---|
| UTA's Project Manager/Contractor's Project Manager | Five calendar days |
| UTA's Contract Administrator/Contractor's Alena Porter | Five calendar days |
| UTA's Troy Hamilton/Contractor's Alena Porter | Five calendar days |

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

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

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governing law provisions of this contract.

31. **GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. **COSTS AND ATTORNEY FEES**.

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

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

Contractor agrees that will be not engage in any type of boycott against the State of Israel for the duration of this contract.

34. **SEVERABILITY**

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

35. **AMENDMENTS**

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

36. **FORCE MAJEURE**

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

37. **NO THIRD PARTY BENEFICIARIES**

The parties enter in to the Contract for the sole benefit of the parties, in exclusion of any

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third party, and no third party beneficiary is intended or created by the execution of the Contract.

38. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

39. **COUNTERPARTS**

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

40. **NONWAIVER**

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

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

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

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performance of the Work at any tier.

42. **SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

43. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19 ,21, 23, 24,25, 30, 31, 32, and 40.

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IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

**UTAH TRANSIT AUTHORITY:**

By_____

By_____

By_____

Approved as to Form

DocuSigned by:
Mike Bell
70E33A415BA44F6...
4/7/2022

UTA Legal Counsel

**Talrace**

DocuSigned by:
9B5B7B3A2C274B2...
By_____ 4/7/2022

Name Alena Porter

Title CEO, Talrace, LLC

By_____

Name_____

Title_____

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**EXHIBIT A**

**STATEMENT OF SERVICES**

- Contractor will perform the following activities to accomplish UTA goals:
    - DAST and SAST code scanning
    - CI/CD pipelines modifications to include SAST pre-deployment scanning
    - Code vulnerability assessment
    - Document all findings, assessments, and remediation in UTA Azure DevOps WiKi environment
    - Code remediation/upgrade activities together with team training using paired programming sessions and/or pure coding training sessions.
    - Upgrade projects with Unit/Integration tests coverage over 80% as per industry standards.
- Contractor will provide UTA with 2 senior software engineers and one senior DevSecOPS engineer to support the UTA team and provide training.
- Contractor will use source control application delivery and Agile standards will be utilized in Azure DevOps using Azure CI/CD with UTA standards.
- Contractor will use the Agile Scrum process for this project. Sprints setup for 2 weeks duration, UTA can choose to show and tell day in the sprint. Every sprint contractor will plan to have Sprint Planning and Sprint Retrospective with UTA representative to keep UTA informed for the project progress. Contractor will have daily standup meetings inviting UTA stakeholders as observers and participants for daily sprint progress. A Scrum process to be designed and executed in Microsoft UTA Azure DevOps Environment. UTA to propose Scrum communication tools, contractor to use Microsoft Teams/Skype integrated with Microsoft Azure DevOps for CI/CD notifications
- Contractor to deliver complete and working solution into UTA Microsoft Azure Environment that includes:
    - Project documentation with vulnerability scanning results and suggestions checked in to UTA Microsoft Azure Git and/or DevOps WiKi
    - Working code checked in to UTA Microsoft Azure Git
    - All delivered code includes maximum coverage of UI, Unit, and Integration tests
    - CI/CD pipelines designed and implemented in UTA Microsoft Azure project space
    - Setup all necessary deployment gates defined by UTA DevSecOps and/or stakeholders
    - All setup environments that UTA development process required – Dev, QA, UAT, Prod

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- All Agile Scrum process artifacts stored in UTA Microsoft Azure DevOps environment

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**EXHIBIT B**

**PRICING**

Pricing will be at contractor's hourly rate of $36.00 per hour and not to exceed 4055 hours. Contract value per year will be NTE $145,980.00 with the total contract value including option years not to exceed $729,900. The below table is provided for planning and informational purposes only and is not contractually binding.

| Field Activity | Hours | Resources | Hourly Rate | Total Cost |
|---|---|---|---|---|
| Code discovery and access | 200 | Tech Project manager and Security Engineers | $36.00 | $7,200.00 |
| Creation of the code scanning documentation | 150 | QA, Tech Project manager, Security Engineers | $36.00 | $5,400.00 |
| Code scanning (DAST/SAST) | 600 | Software security engineers, Tech Project manager | $36.00 | $21,600.00 |
| Paired code review & remediation | 1850 | Software security engineers | $36.00 | $66,600.00 |
| Pipeline updates, Git code setup | 300 | DevSecOps Engineer | $36.00 | $10,800.00 |
| Quality assurance | 600 | QA | $36.00 | $21,600.00 |
| Meetings, meeting minutes, communication, status reports | 355 | QA, Tech Project manager, .Net developer/Front End | $36.00 | $12,780.00 |
| | 4055 | | $36.00 | $145,980.00 |

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

| | |
|---|---|
| **TO:** | Board of Trustees |
| **THROUGH:** | Jay Fox, Executive Director |
| **FROM:** | Kimberly Shanklin, Chief People Officer |
| **PRESENTER(S):** | Ann Green-Barton, Manager of Total Rewards |

**TITLE:**

**Contract: Life and Disability Insurance Services - Administrative and Bargaining Unit Employees (Lincoln Financial Group)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute the base 5-year contract and associated disbursements with Lincoln Financial Group for employee life and disability insurance in the not to exceed amount of $5,000,000 over five years.

**BACKGROUND:**
This contract purchases life and disability insurance coverage for administrative and bargaining unit employees through Lincoln Financial Group for Utah Transit Authority (UTA).

**DISCUSSION:**
UTA and the Joint Insurance Committee (JIC) traditionally offer life and disability coverage to administrative and bargaining unit employees through one vendor. UTA and the JIC conducted an RFP for life and disability benefits. As a result of this process, UTA and the JIC selected Lincoln Financial Group as the vendor to continue providing life and disability insurance benefits.

This contract is for an initial five-year period from May 2022 through April 2027, with the option to extend the initial term for up to five additional years. The structure of this contract allows UTA to continue with Lincoln Financial Group as a provider beyond five years if UTA believes the terms, cost, and service are competitive.

Staff will seek additional board approval of any option years beyond the initial five-year base contract.

Experience with Lincoln Financial Group has been positive overall from a customer service standpoint and the rates have been competitive.

---

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Lincoln Financial Group |
| **Contract Number:** | #21-03532BM |
| **Base Contract Effective Dates:** | May 1, 2022 through April 30, 2027 |
| **Extended Contract Dates:** | Pending future Board approval |
| **Existing Contract Value:** | $0 |
| **Amendment Amount:** | $0 |
| **New/Total Contract Value:** | $5,000,000 |
| **Procurement Method:** | Request for Proposal (RFP) |
| **Budget Authority:** | Included in operating budgets |

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**ALTERNATIVES:**

Extend current contracts or stop offering life and disability insurance benefits.

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**FISCAL IMPACT:**

These costs are programmed in the 2022 budget.

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**ATTACHMENTS:**

Contract: Administrative and Bargaining Unit Employees life and disability insurance (Lincoln Financial Group)

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# PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #21-03532BM
Life and Disability Insurance Services

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and Lincoln Financial Group, a New York based corporation ("Contractor ").

## RECITALS

WHEREAS, UTA desires to hire professional services for Life and Disability Insurance Services for Administration and Bargaining Employees.

WHEREAS, On December 2, 2021, UTA issued Request for Proposal Package Number 21-03532BM ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.

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

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

## AGREEMENT

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

1. **SERVICES TO BE PROVIDED**

   a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.

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

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

   d. Contractor shall furnish only qualified personnel and materials necessary for the

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performance of the Work.

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

## 2. MANAGEMENT OF WORK

a. Contractor 's Project Manager will be the day-to-day contact person for Contractor and will be responsible for all Work, as well as the coordination of such Work with UTA.

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

## 3. PROGRESS OF WORK

a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

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

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4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial five year period expiring April 30, 2027. UTA may, at its sole election and in its sole discretion, extend the initial term for up to Five additional years option period, for a total Contract period not to exceed ten (10) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.

b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.

c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.

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

6. **INCORPORATED DOCUMENTS**

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

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

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

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

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

8. **CHANGES**

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

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

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

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

c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of “constructive” changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement

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

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

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

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

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

## 9. INVOICING PROCEDURES

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

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

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

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

## 11. USE OF SUBCONTRACTOR S

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

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

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

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

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

## 12. KEY PERSONNEL

Contractor shall provide the key personnel as indicated in Contractor 's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

**Lincoln Financial Group**
Brady Spencer
Sr. Account Director
435-669-5858 Phone
Brady.spencer@lfg.com

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

13. **SUSPENSION OF WORK**

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

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

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

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

14. **TERMINATION**

a. **FOR CONVENIENCE**:

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

b. **FOR DEFAULT:**

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

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

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2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

**CONTRACTOR 'S POST TERMINATION OBLIGATIONS:**

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

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

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

**16. FINDINGS CONFIDENTIAL**

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

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

mitigation of the breach for review and approval by UTA.

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

17. **PUBLIC INFORMATION.**

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

18. **GENERAL INDEMNIFICATION**

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

19. **INSURANCE REQUIREMENTS**

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

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

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

4. Professional Liability (Errors and Omissions Liability)

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

Each Claim $1,000,000

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| | |
|---|---|
| Annual Aggregate | $2,000,000 |

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

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor . Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor ’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
2. The Contractor 's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor ’s insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

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

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

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

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

20. **OTHER INDEMNITIES**

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

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

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advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor , Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT CONTRACTOR**

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

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

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

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

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

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

| Level of Authority | Time Limit |
|---|---|
| UTA's Project Manager/Contractor 's Project Manager | Five calendar days |
| UTA's Director of Supply Chain/Contractor 's [SECOND LEVEL] | Five calendar days |
| UTA's Chief Financial Officer/Contractor 's [THIRD LEVEL] | Five calendar days |

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently

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continue performance under this Contract while matters in dispute are being resolved.

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

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

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

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

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If to Contractor :
**Lincoln Financial Group**
Brady Spencer
Sr. Account Director
435-669-5858 Phone
Brady.spencer@lfg.com

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

c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

## 28. CONTRACT ADMINISTRATOR

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

## 29. INSURANCE COVEREAGE REQIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTOR S UNDER DESIGN AND CONSTRUCTION CONTRACTS

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

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

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

## 30. COSTS AND ATTORNEYS FEES

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

31. **NO THIRD PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

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

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

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

34. **TRAVEL COSTS**

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

35. **SEVERABILITY**

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

36. **ENTIRE AGREEMENT**

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

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or documents, and such standard forms or documents will not be considered written amendments of the Contract.

36. **AMENDMENTS**

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

37. **COUNTERPARTS**

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

38 .**SURVIVAL**

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

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

**UTAH TRANSIT AUTHORITY:**

By_____

Name_____

Title_____

Date_____

By_____

Name_____

Title_____

Date_____

By DocuSigned by: Michael L. Bell 70E33A415BA44F6...

Name Michael L. Bell

Title Utah Assistant Attorney General

Date 2/17/2022

**LINCOLN FINANCIAL GROUP:**

By DocuSigned by: brady spencer 70C49271A1CC4E8...

Name brady spencer

Title Sales Executive

Date 2/15/2022

By_____

Name_____

Title_____

Date_____

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# Exhibit A

## Scope of Work

- Scope of service- Provide Life and disability insurance to UTA's benefit eligible employees
- Duration 5 years with the ability to extend year to year for additional 5 years

UTA reserves the right to terminate the contract with 60 days' notice. The terms and conditions are renewed or renegotiated on an annual basis.

Specific Terms. Specific terms shall be included in a yearly Supplemental Agreement to this Contract but shall stay within the above-established parameters.

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# Exhibit B

## Pricing

- Price- Insurance premiums not to exceed $5,000,000.

Specific Pricing and Terms. Specific pricing, coverage and other relevant terms will be included in a yearly Supplemental Agreement to this Contract but shall stay within the overall NTEs stated above.

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

**TO:** Board of Trustees
**THROUGH:** Jay Fox, Executive Director
**FROM:** Kimberly Shanklin, Chief People Officer
**PRESENTER(S):** Ann Green-Barton, Manager of Total Rewards

**TITLE:**

**Contract: Dental Insurance Services - Administrative and Bargaining Unit Employees (EMI Health)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute the 5-year base contract and associated disbursements with EMI Health for dental health insurance in the not to exceed amount of $500,000 over five years.

**BACKGROUND:**
This contract purchases dental insurance coverage for administrative and bargaining unit employees through EMI Health for Utah Transit Authority (UTA).

**DISCUSSION:**
UTA and the Joint Insurance Committee (JIC) traditionally offer dental insurance coverage to administrative and bargaining unit employees through one vendor. UTA and the JIC conducted an RFP for dental insurance benefits. As a result of this process, UTA and the JIC selected EMI Health as the vendor to continue providing dental insurance benefits.

This contract is for an initial five-year period from May 2022 through April 2027, with the option to extend the initial term for up to five additional years. The structure of this contract allows UTA to continue with EMI Health as a provider beyond five years if UTA believes the terms, cost, and service are competitive. Staff will seek additional board approval of any option years beyond the initial five-year base contract period.

Experience with EMI Health has been positive overall from a customer service standpoint, the rates have been competitive, and the network of providers allows employees a greater selection when seeking dental care.

---

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | EMI Health |
| **Contract Number:** | #22-03550BM |
| **Base Contract Effective Dates:** | May 1, 2022 through April 30, 2027 |
| **Extended Contract Dates:** | Pending future board approval |
| **Existing Contract Value:** | $0 |
| **Amendment Amount:** | $0 |
| **New/Total Contract Value:** | $500,000 |
| **Procurement Method:** | Request for Proposal (RFP) |
| **Budget Authority:** | Included in operating budgets |

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**ALTERNATIVES:**

Extend current contracts or stop offering dental insurance benefits.

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**FISCAL IMPACT:**

These costs are programmed in the 2022 budget.

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**ATTACHMENTS:**

Contract: Administrative and Bargaining Unit Employees Dental Health Insurance (EMI)

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# PROFESSIONAL SERVICES AGREEMENT

## UTA CONTRACT #22-03550BM

Dental Insurance Services Administration and Bargaining

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and EMI Health, a Murray City, Utah based corporation ("Contractor ").

## RECITALS

WHEREAS, UTA desires to hire professional services for Dental Insurance Services for Administration and Bargaining Employees

WHEREAS, On December 2, 2021, UTA issued Request for Proposal Packages Number 21-03530BM and 21-03531BM ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.

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

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

## AGREEMENT

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

1. **SERVICES TO BE PROVIDED**

   a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.

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

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

   d. Contractor shall furnish only qualified personnel and materials necessary for the

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performance of the Work.

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

## 2. MANAGEMENT OF WORK

a. Contractor 's Project Manager will be the day-to-day contact person for Contractor and will be responsible for all Work, as well as the coordination of such Work with UTA.

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

## 3. PROGRESS OF WORK

a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

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

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## 4. PERIOD OF PERFORMANCE

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial five year period expiring April 30, 2027. UTA may, at its sole election and in its sole discretion, extend the initial term for up to Five additional years option period, for a total Contract period not to exceed ten (10) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

## 5. COMPENSATION

a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.

b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.

c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.

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

## 6. INCORPORATED DOCUMENTS

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

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

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

## 7. ORDER OF PRECEDENCE

The Order of Precedence for this contract is as follows:

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

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

## 8. CHANGES

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

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

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

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

c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement

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

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

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

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

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

## 9. INVOICING PROCEDURES

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

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

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

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

## 11. USE OF SUBCONTRACTOR S

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

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

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

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

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

## 12. KEY PERSONNEL

Contractor shall provide the key personnel as indicated in Contractor 's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

**EMI**
Andrea Paynter
Account Executive
5101 South Commerce Drive, Murray, UT 84107
801-270-2988 Office
801-231-1921 Mobile
apaynter@emihealth.com

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

13. **SUSPENSION OF WORK**

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

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

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

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

14. **TERMINATION**

a. **FOR CONVENIENCE**:

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

b. **FOR DEFAULT:**

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

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

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2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

**CONTRACTOR 'S POST TERMINATION OBLIGATIONS:**

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

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

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

16. **FINDINGS CONFIDENTIAL**

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

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

mitigation of the breach for review and approval by UTA.

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

17. **PUBLIC INFORMATION.**

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

18. **GENERAL INDEMNIFICATION**

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

19. **INSURANCE REQUIREMENTS**

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

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

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

4. Professional Liability (Errors and Omissions Liability)

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

| | |
|---|---|
| Each Claim | $1,000,000 |

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| | |
|---|---|
| Annual Aggregate | $2,000,000 |

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

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

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

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

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

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

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

## 20. OTHER INDEMNITIES

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

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

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advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor , Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

## 21. INDEPENDENT CONTRACTOR

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

## 22. PROHIBITED INTEREST

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

## 23. CLAIMS/DISPUTE RESOLUTION

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

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

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

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

| Level of Authority | Time Limit |
|---|---|
| UTA's Project Manager/Contractor 's Project Manager | Five calendar days |
| UTA's Director of Supply Chain/Contractor 's [SECOND LEVEL] | Five calendar days |
| UTA's Chief Financial Officer/Contractor 's [THIRD LEVEL] | Five calendar days |

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently

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continue performance under this Contract while matters in dispute are being resolved.

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

## 24. GOVERNING LAW

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

## 25. ASSIGNMENT OF CONTRACT

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

## 26. NONWAIVER

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

## 27. NOTICES OR DEMANDS

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

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

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

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If to Contractor :
**EMI**
Andrea Paynter
Account Executive
5101 South Commerce Drive, Murray, UT 84107
801-270-2988 Office

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

c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

## 28. CONTRACT ADMINISTRATOR

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

## 29. INSURANCE COVEREAGE REQIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTOR S UNDER DESIGN AND CONSTRUCTION CONTRACTS

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

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

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

## 30. COSTS AND ATTORNEYS FEES

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

31. **NO THIRD PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

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

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

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

34. **TRAVEL COSTS**

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

35. **SEVERABILITY**

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

36. **ENTIRE AGREEMENT**

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

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or documents, and such standard forms or documents will not be considered written amendments of the Contract.

36. **AMENDMENTS**

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

37. **COUNTERPARTS**

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

38 .**SURVIVAL**

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

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

**UTAH TRANSIT AUTHORITY:**

By_____

Name_____

Title_____

Date_____

By_____

Name_____

Title_____

Date_____

By DocuSigned by: Michael L. Bell 70E33A415BA44F6...

Name Michael L. Bell

Title Utah Assistant Attorney General

Date 2/23/2022

**EMI HEALTH:**

By _____

Name Steve Morrison

Title President/CEO

Date 2/18/22

By_____

Name_____

Title_____

Date_____

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# Exhibit A

## Scope of Work

- Scope of service- Provide dental administrative services to UTA's benefit eligible employees
- Duration- 5 years with the ability to extend year to year for additional 5 years

UTA reserves the right to terminate the contract with 60 days' notice. The terms and conditions are renewed or renegotiated on an annual basis.

Specific Terms. Specific terms shall be included in a yearly Supplemental Agreement to this Contract but shall stay within the above-established parameters.

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## Exhibit B
## Pricing

- Price- Administration expenses not to exceed $500,000

Specific Pricing and Terms. Specific pricing, coverage and other relevant terms will be included in a yearly Supplemental Agreement to this Contract but shall stay with the overall NTEs stated above.

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

**TO:** Board of Trustees
**THROUGH:** Jay Fox, Executive Director
**FROM:** Kimberly Shanklin, Chief People Officer
**PRESENTER(S):** Ann Green-Barton, Manager of Total Rewards

**TITLE:**

**Contract: Medical Insurance Services - Administrative Employees (SelectHealth)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute the 5-year base contract and associated disbursements with SelectHealth for medical insurance services in the not to exceed amount of $55,000,000 over five years.

**BACKGROUND:**
This contract purchases medical insurance coverage for administrative employees through SelectHealth for Utah Transit Authority (UTA).

**DISCUSSION:**
UTA traditionally offers medical insurance coverage to administrative employees through two vendors. UTA conducted an RFP for health insurance benefits. As a result of this process, UTA selected SelectHealth as one of the vendor options to continue providing health insurance benefits.

This contract is for an initial five-year period from May 2022 through April 2027, with the option to extend the initial term for up to five additional years, The structure of this contract allows UTA to continue with SelectHealth as a provider beyond five years if UTA believes the terms, cost, and service are competitive. Staff will seek additional board approval of any option years beyond the initial five-year base contract period.

Experience with SelectHealth has been positive overall from a customer service standpoint, the rates have

been competitive, and the network of providers allows employees a greater selection when seeking health care.

---

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | SelectHealth, Inc. |
| **Contract Number:** | #22-03549BM |
| **Base Contract Effective Dates:** | May 1, 2022 through April 30, 2027 |
| **Extended Contract Dates:** | Pending future board approval |
| **Existing Contract Value:** | $0 |
| **Amendment Amount:** | $0 |
| **New/Total Contract Value:** | $55,000,000 |
| **Procurement Method:** | Request for Proposal (RFP) |
| **Budget Authority:** | Included in operating budgets |

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**ALTERNATIVES:**

Extend current contracts or stop offering medical insurance benefits.

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**FISCAL IMPACT:**

These costs are programmed in the 2022 budget.

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**ATTACHMENTS:**

Contract: Administrative Employees Medical Insurance Coverage (SelectHealth)

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# PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #22-03549BM
Medical Insurance Services Administration

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

## RECITALS

WHEREAS, UTA desires to hire professional services for Medical Insurance Services for Administration Employees

WHEREAS, On December 2, 2021, UTA issued Request for Proposal Package Number 21-03530BM ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP**.**

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

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

## AGREEMENT

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

1. **SERVICES TO BE PROVIDED**

   a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.

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

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

   d. Contractor shall furnish only qualified personnel and materials necessary for the

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performance of the Work.

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

## 2. MANAGEMENT OF WORK

a. Contractor 's Project Manager will be the day-to-day contact person for Contractor and will be responsible for all Work, as well as the coordination of such Work with UTA.

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

## 3. PROGRESS OF WORK

a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

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

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4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial five year period expiring April 30, 2027. UTA may, at its sole election and in its sole discretion, extend the initial term for up to Five additional years option period, for a total Contract period not to exceed ten (10) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.

b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.

c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.

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

6. **INCORPORATED DOCUMENTS**

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

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

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

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

Except as otherwise noted in this Contract, any Contractor /contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

8. **CHANGES**

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

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

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

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

c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of “constructive” changes in the Work if: (i) subsequent to the

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

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

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

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

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

## 9. INVOICING PROCEDURES

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

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

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

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

11. **USE OF SUBCONTRACTOR S**

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

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

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

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

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

12**. KEY PERSONNEL**

Contractor shall provide the key personnel as indicated in Contractor 's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

**SELECTHEALTH, INC.**
Brent Hogan
Senior Account Manager
5381 Green Street, Murray, UT 84123
801-442-0210 Phone
Brent.hogan@selecthealth.org

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

13**. SUSPENSION OF WORK**

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

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

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

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

14. **TERMINATION**

a. **FOR CONVENIENCE**:

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

b. **FOR DEFAULT:**

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

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

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2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

**CONTRACTOR 'S POST TERMINATION OBLIGATIONS:**

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

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

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

**16. FINDINGS CONFIDENTIAL**

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

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

mitigation of the breach for review and approval by UTA.

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

17. **PUBLIC INFORMATION.**

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

18. **GENERAL INDEMNIFICATION**

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

19. **INSURANCE REQUIREMENTS**

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

2. Automobile Liability

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

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

a. If the need for automobile liability coverage applies for the services provided and the requirement is met by purchase of a commercial insurance policy, the policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor , including automobiles owned, leased, hired or borrowed by the Contractor ".

3. Worker's Compensation and Employers' Liability

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

a. Any commercial insurance policy used shall contain a waiver of subrogation against the Utah Transit Authority.

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

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waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

All certificates and any required endorsements are to be sent to insurancecerts@rideuta.comupon execution of this Contract. 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. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT

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AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

E. SUBCONTRACTORS: If Contractor uses subcontractors to directly provide the Insurance Contract services, Contractor's subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor 's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Subcontractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

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

20. **OTHER INDEMNITIES**

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

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

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shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. **INDEPENDENT CONTRACTOR**

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

22. **PROHIBITED INTEREST**

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

23. **CLAIMS/DISPUTE RESOLUTION**

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

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

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

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

| Level of Authority | Time Limit |
|---|---|
| UTA's Project Manager/Contractor 's Project Manager | Five calendar days |
| UTA's Director of Supply Chain/Contractor 's Sales Director | Five calendar days |
| UTA's Chief Financial Officer/Contractor 's Chief Sales and Marketing Officer | Five calendar days |

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

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

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

24. **GOVERNING LAW**

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

25. **ASSIGNMENT OF CONTRACT**

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

26. **NONWAIVER**

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

27. **NOTICES OR DEMANDS**

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

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

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

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If to Contractor :
**Selecthealth**
Brent Hogan
Senior Account Manager
5381 Green Street, Murray, UT 84123
801-442-0210 Phone
801-558-3544 Mobile

with a required copy to:
SelectHealth
Attention: Legal Department
5381 Green Street
Murray, UT 84123

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

28. **CONTRACT ADMINISTRATOR**

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

29. **INSURANCE COVEREAGE REQIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTOR S UNDER DESIGN AND CONSTRUCTION CONTRACTS**

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

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

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30. **COSTS AND ATTORNEYS FEES**

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

31. **NO THIRD PARTY BENEFICIARY**

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

32. **FORCE MAJEURE**

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

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

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

34. **TRAVEL COSTS**

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

35. **SEVERABILITY**

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

36. **ENTIRE AGREEMENT**

UTA acknowledges that the Utah Insurance Department requires Contractor to issue a group health insurance policy to UTA ("Insurance Contract") dictating terms for the state-regulated health insurance coverage made available to UTA. The Insurance Contract governs all coverage issues and supersedes any conflicting terms in any other agreement between the parties. Except for the Insurance Contract, this Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on

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Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA, except for the Insurance Contract. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

36. **AMENDMENTS**

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

37. **COUNTERPARTS**

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

38 .**SURVIVAL**

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

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

**UTAH TRANSIT AUTHORITY:**

By_____

Name_____

Title_____

Date_____

By_____

Name_____

Title_____

Date_____

By DocuSigned by: Michael L. Bell 70E33A415BA44F6...

**SELECTHEALTH, INC.:**

By DocuSigned by: David A. Lemperle 9C62A7EE8C68407...

Name David A. Lemperle

Title Chief Sales and Marketing Officer and VP

Date 02/28/2022

By_____

Name_____

Title_____

Date_____

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Name Michael L. Bell

Title Utah Assistant Attorney General

Date 3/3/2022

## Exhibit A

## Scope of Work

- Scope of service- Provide health insurance to UTA's benefit eligible employees as outlined in the Insurance Contract.
- Duration- 5 years with the ability to extend year to year for additional 5 years

UTA reserves the right to terminate the contract with 60 days' notice. The terms and conditions are renewed or renegotiated on an annual basis.

Specific Terms. Specific terms shall be included in a yearly Supplemental Agreement to this Contract but shall stay within the above-established parameters.

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# Exhibit B

## Pricing

- Price- Bargaining insurance premiums not to exceed $100,000,000
- Price- Admin insurance premiums not to exceed $55,000,000

Specific Pricing and Terms. Specific pricing, coverage and other relevant terms will be included in a yearly Insurance Contract but shall stay within the overall NTEs stated above, unless UTA gives written approval otherwise.

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

**TO:** Board of Trustees
**THROUGH:** Jay Fox, Executive Director
**FROM:** Kim Shanklin, Chief People Officer
**PRESENTER(S):** Ann Green-Barton, Manager of Total Rewards

**TITLE:**

**Contract: Medical Insurance Services - Bargaining Unit Employees (SelectHealth)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve contract and authorize the Executive Director to execute the 5-year base contract and associated disbursements with Select Health for medical insurance services in the not to exceed amount of $100,000,000 over five years.

**BACKGROUND:**
This contract purchases medical insurance coverage for bargaining unit employees through SelectHealth for Utah Transit Authority (UTA).

**DISCUSSION:**
UTA offers health insurance coverage through the Joint Insurance Trust managed by the Joint Insurance Committee (JIC). This committee consists of three UTA representatives, three Amalgamated Transit Union Local 382 representatives, and a one external representative selected by the two parties. The JIC traditionally selects two vendors to provide health insurance benefits through two vendors. The JIC conducted an RFP for health insurance benefits. As a result of this process, the JIC selected SelectHealth as one of the vendor options to continue providing health insurance benefits.

This contract is for an initial five-year period from May 2022 through April 2027, with the option to extend the initial term for up to five additional years. The structure of this contract allows UTA to continue with SelectHealth as a provider beyond five years if UTA believes the terms, cost, and service are competitive. Staff

will seek additional board approval of any option years beyond the initial five-year base contract period.

Experience with Select Health has been positive overall from a customer service standpoint, the rates have been competitive, and the network of providers allows employees a greater selection when seeking health care.

---

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | SelectHealth, Inc. |
| **Contract Number:** | #22-03551BM |
| **Base Contract Effective Dates:** | May 1, 2022 through April 30, 2027 |
| **Extended Contract Dates:** | Pending future board approval |
| **Existing Contract Value:** | $0 |
| **Amendment Amount:** | $0 |
| **New/Total Contract Value:** | $100,000,000 |
| **Procurement Method:** | Request for Proposal (RFP) |
| **Budget Authority:** | Included in operating budgets |

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**ALTERNATIVES:**

Extend current contract or stop providing health insurance benefits.

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**FISCAL IMPACT:**

Costs are included in the 2022 budget.

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**ATTACHMENTS:**

Contract: Bargaining Unit Employees Medical Insurance (SelectHealth)

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# PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #22-03551BM
Medical Insurance Services Bargaining

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

## RECITALS

WHEREAS, UTA desires to hire professional services for Medical Insurance Services for Administration Employees

WHEREAS, On December 2, 2021, UTA issued Request for Proposal Package Number 21-03531BM ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP**.**

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

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

## AGREEMENT

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

1. **SERVICES TO BE PROVIDED**

   a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.

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

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

   d. Contractor shall furnish only qualified personnel and materials necessary for the

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performance of the Work.

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

## 2. MANAGEMENT OF WORK

a. Contractor 's Project Manager will be the day-to-day contact person for Contractor and will be responsible for all Work, as well as the coordination of such Work with UTA.

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

## 3. PROGRESS OF WORK

a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

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

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4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial five year period expiring April 30, 2027. UTA may, at its sole election and in its sole discretion, extend the initial term for up to Five additional years option period, for a total Contract period not to exceed ten (10) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.

b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.

c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.

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

6. **INCORPORATED DOCUMENTS**

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

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

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

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

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

Except as otherwise noted in this Contract, any Contractor /contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

8. **CHANGES**

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

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

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

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

c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of “constructive” changes in the Work if: (i) subsequent to the

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

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

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

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

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

## 9. INVOICING PROCEDURES

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

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

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

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

## 11. USE OF SUBCONTRACTOR S

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

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

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

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

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

## 12. KEY PERSONNEL

Contractor shall provide the key personnel as indicated in Contractor 's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

**SELECTHEALTH, INC.**
Brent Hogan
Senior Account Manager
5381 Green Street, Murray, UT 84123
801-442-0210 Phone
Brent.hogan@selecthealth.org

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

13**. SUSPENSION OF WORK**

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

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

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

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

14. **TERMINATION**

a. **FOR CONVENIENCE**:

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

b. **FOR DEFAULT:**

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

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

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2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

**CONTRACTOR 'S POST TERMINATION OBLIGATIONS:**

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

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

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

**16. FINDINGS CONFIDENTIAL**

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

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

mitigation of the breach for review and approval by UTA.

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

17. **PUBLIC INFORMATION.**

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

18. **GENERAL INDEMNIFICATION**

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

19. **INSURANCE REQUIREMENTS**

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

2. Automobile Liability

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

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

a. If the need for automobile liability coverage applies for the services provided and the requirement is met by purchase of a commercial insurance policy, the policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor , including automobiles owned, leased, hired or borrowed by the Contractor ".

3. Worker's Compensation and Employers' Liability

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

a. Any commercial insurance policy used shall contain a waiver of subrogation against the Utah Transit Authority.

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

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waiver form.

4. Professional Liability (Errors and Omissions Liability)
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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

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

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

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor . Insurance limits indicated in this agreement are minimum limits.
2. The Contractor 's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor ’s insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced. This notice requirement does not apply to routine insurance coverage renewal cycles managed by Contractor.

C. ACCEPTABILITY OF INSURERS: Insurance not supplied by a program of self-insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

D. VERIFICATION OF COVERAGE: Upon request, Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) or other documentation as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com upon execution of this Contract. 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.
DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY’S CLAIMS AND INSURANCE DEPARTMENT.

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E. SUBCONTRACTORS: If Contractor uses subcontractors to directly provide the Insurance Contract services, Contractor's subcontractors shall maintain separate insurance as determined by the Contractor , however, subcontractors 's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

F. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

20. **OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Contractor 's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor , either procure for UTA any necessary intellectual property rights, or modify Contractor 's services or deliverables such that the claimed infringement is eliminated.

b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractor s of any tier related to the Contract; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor or its subcontractors s of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Contractor , within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractors , Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA

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to satisfy such claim.

21. **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Contractor is responsible to provide and pay the cost of all its employees' benefits.

22. **PROHIBITED INTEREST**

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Contractor in this Contract or the proceeds thereof without specific written authorization by UTA.

23. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

| Level of Authority | Time Limit |
|---|---|
| UTA's Project Manager/Contractor 's Project Manager | Five calendar days |
| UTA's Director of Supply Chain/Contractor 's Sales Director | Five calendar days |
| UTA's Chief Financial Officer/Contractor 's Chief Sales and Marketing Officer | Five calendar days |

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be

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commenced in accordance the venue and governing law provisions of this contract.

24. **GOVERNING LAW**

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Contractor consents to the jurisdiction of such courts.

25. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void.

26. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

27. **NOTICES OR DEMANDS**

a. Any formal notice or demand to be given by one party to the other shall be given in writing by one of the following methods: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. All such notices shall be addressed as follows:

If to UTA:
Utah Transit Authority
ATTN: Brian Motes
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:
Utah Transit Authority
ATTN: Legal Counsel
669 West 200 South
Salt Lake City, UT 84101

If to Contractor :
**Selecthealth**
Brent Hogan
Senior Account Manager
5381 Green Street, Murray, UT 84123
801-442-0210 Phone
801-558-3544 Mobile
Brent.hogan@selecthealth.org

with a required copy to:
SelectHealth
Attention: Legal Department
5381 Green Street
Murray, UT 84123

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b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for this Contract is Brian Motes, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

29. **INSURANCE COVEREAGE REQIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTOR S UNDER DESIGN AND CONSTRUCTION CONTRACTS**

a. The following requirements apply to the extent that the Contractor is providing design or construction services and (i) the initial value of this Contract is equal to or in excess of $2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed $2 million; (iii) Contractor has a subcontract at any tier that involves a sub-contractor that has an initial subcontract equal to or in excess of $1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed $1 million:
b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor 's employees and the employee's dependents during the duration of this Contract.
c. Contractor shall also demonstrate to UTA that subcontractors s meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5for the subcontractor 's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEYS FEES**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

31. **NO THIRD PARTY BENEFICIARY**

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The parties enter into this Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.

32. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

33. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

34. **TRAVEL COSTS**

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA .02.XX) and the U.S. General Services Administration (GSA) per diem rates

35. **SEVERABILITY**

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

36. **ENTIRE AGREEMENT**

UTA acknowledges that the Utah Insurance Department requires Contractor to issue a group health insurance policy to UTA ("Insurance Contract") dictating terms for the state-regulated health insurance coverage made available to UTA. The Insurance Contract governs all coverage issues and supersedes any conflicting terms in any other agreement between the parties. Except for the Insurance Contract, this Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA, except for the Insurance Contract. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

36. **AMENDMENTS**

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Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.

37. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

38 .**SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.

**UTAH TRANSIT AUTHORITY:**

By_____

Name_____

Title_____

Date_____

By_____

Name_____

Title_____

Date_____

DocuSigned by:

By Michael L. Bell

70E33A415B344F6...

Name Michael L. Bell

Title Utah Assistant Attorney General

Date 3/3/2022

**SELECTHEALTH, INC.:**

DocuSigned by:

By David A. Lemperle

9C6247EE8C68427...

Name David A. Lemperle

Title Chief Sales and Marketing Officer and VP

Date 02/28/2022

By_____

Name_____

Title_____

Date_____

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# Exhibit A

## Scope of Work

- Scope of service- Provide health insurance to UTA's benefit eligible employees as outlined in the Insurance Contract.
- Duration- 5 years with the ability to extend year to year for additional 5 years

UTA reserves the right to terminate the contract with 60 days' notice. The terms and conditions are renewed or renegotiated on an annual basis.

Specific Terms. Specific terms shall be included in a yearly Supplemental Agreement to this Contract but shall stay within the above-established parameters.

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# Exhibit B

## Pricing

- Price- Bargaining insurance premiums not to exceed $100,000,000
- Price- Admin insurance premiums not to exceed $55,000,000

Specific Pricing and Terms. Specific pricing, coverage and other relevant terms will be included in a yearly Insurance Contract but shall stay within the overall NTEs stated above, unless UTA gives written approval otherwise.

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

**TO:** Board of Trustees
**THROUGH:** Jay Fox, Executive Director
**FROM:** Kimberly Shanklin, Chief People Officer
**PRESENTER(S):** Ann Green-Barton, Manager of Total Rewards

**TITLE:**

**Contract: Medical Insurance Services - Administrative Employees (Public Employers Health Plan)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute the 5-year base contract and associated disbursements with Public Employers Health Plan (PEHP) for medical insurance services in the not to exceed amount of $40,000,000 .

**BACKGROUND:**
This contract purchases medical insurance coverage for administrative employees through Public Employers Health Plan (PEHP) for Utah Transit Authority (UTA).

**DISCUSSION:**
UTA traditionally offers health insurance coverage to administrative employees through two vendors. UTA conducted an RFP for health insurance benefits. As a result of this process, UTA selected Public Employers Health Plan (PEHP) as one of the vendor options to continue providing health insurance benefits. This contract is for an initial five-year period from May 2022 through April 2027, with the option to extend the initial term for up to five additional years. The structure of this contract allows UTA to continue with PEHP as a provider beyond five years if UTA believes the terms, cost, and service are competitive. Staff will seek additional board approval of any option years beyond the initial five-year base contract period.

Experience with PEHP has been positive overall from a customer service standpoint, rates have been competitive, and the network of providers allows employees a greater selection when seeking care.

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Public Employers Health Plan |
| **Contract Number:** | #21-03530BM |
| **Base Contract Effective Dates:** | May 1, 2022 through April 30, 2027 |
| **Extended Contract Dates:** | Pending future board approval |
| **Existing Contract Value:** | $0 |
| **Amendment Amount:** | $0 |
| **New/Total Contract Value:** | $40,000,000.00 |
| **Procurement Method:** | Request for Proposal (RFP) |
| **Budget Authority:** | Included in operating budgets |

**ALTERNATIVES:**

Extend current contracts or stop offering medical insurance benefits

**FISCAL IMPACT:**

These costs are programmed in the 2022 budget.

**ATTACHMENTS:**

Contract: Administrative Employees Health Insurance Coverage (Public Employers Health Plan)

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# PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #21-03530BM
Medical Insurance Services Administration

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY**,** a public transit district organized under the laws of the State of Utah ("UTA"), and Public Employees Health Program, a Salt Lake City based corporation ("Contractor ").

## RECITALS

WHEREAS, UTA desires to hire professional services for Medical Insurance Services for Administration Employees

WHEREAS, On December 2, 2021, UTA issued Request for Proposal Package Number 21-03530BM ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP**.**

WHEREAS, Upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.

WHEREAS, Contractor is qualified and willing to perform the Work as set forth in the Scope of Services.

## AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. **SERVICES TO BE PROVIDED**

   a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.

   b. Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

   c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.

   d. Contractor shall furnish only qualified personnel and materials necessary for the

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performance of the Work.

e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

## 2. MANAGEMENT OF WORK

a. Contractor 's Project Manager will be the day-to-day contact person for Contractor and will be responsible for all Work, as well as the coordination of such Work with UTA.

b. UTA's Project Manager will be the day-to-day contact person for UTA, and shall act as the liaison between UTA and Contractor with respect to the Work. UTA's Project Manager shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

## 3. PROGRESS OF WORK

a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

g. If Contractor fails to promptly remedy rejected Work as provided in Section 4 UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Contractor s or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor .

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4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial five year period expiring April 30, 2027. UTA may, at its sole election and in its sole discretion, extend the initial term for up to Five additional years option period, for a total Contract period not to exceed ten (10) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisions described in Exhibit A. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.

b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.

c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.

d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

6. **INCORPORATED DOCUMENTS**

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

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1. The terms and conditions of this Professional Services Supply Agreement (including any exhibits and attachments hereto).
2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services;
3. Contractor 's Proposal including, without limitation, all federal certifications (as applicable);

b. The above-referenced documents are made as fully a part of the Contract as if hereto

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments, PEHP's attachments take precedence.
2. UTA Terms and Conditions
3. UTA Solicitation Terms
4. Contractor 's Bid or Proposal

Any Contractor /contractor -proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

8. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Contractor 's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Contractor whole with respect to the impacts of such change.

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor 's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.

c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement

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set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Contractor must give UTA's Project Manager or designee written notice stating:

A. The date, circumstances, and source of the change; and

B. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Contractor must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Contractor becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Contractor 's failure to provide timely written notice as provided above shall constitute a waiver of Contractor 's rights with respect to such claim.

d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor 's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

## 9. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
   i. Contractor Name
   ii. Unique Invoice Number
   iii. PO Number
   iv. Invoice Date
   v. Detailed Description of Charges
   vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

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10. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Professional Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor , Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Contractor s, agent, officers, directors, employees, joint owners, affiliates and contractor s.

11. **USE OF SUBCONTRACTOR S**

a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor 's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractor s, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

c. Contractor shall be solely responsible for making payments to subcontractor s, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.

d. Contractor shall be responsible for and direct all Work performed by subcontractor s.

e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

12. **KEY PERSONNEL**

Contractor shall provide the key personnel as indicated in Contractor 's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

**PEHP**
Joel Sheppard
Marketing Director PEHP Client Services
801-366-3940 Office
801-739-6915 Mobile
Joel.sheppard@pehp.org

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If the contractor changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages .

13. **SUSPENSION OF WORK**

a. UTA may, at any time, by written order to Contractor , require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.

c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Contractor 's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time, and modify this Contract by Change Order.

14. **TERMINATION**

a. **FOR CONVENIENCE**:

UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor . If the Contract is terminated for convenience, UTA shall pay Contractor : (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:**

If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractor s or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Professional Services using other Contractor s or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;

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2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

**CONTRACTOR 'S POST TERMINATION OBLIGATIONS:**

Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor 's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Professional Services furnished by Contractor prior to termination.

15. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of this Contract and/or Contractor 's compliance with this Contract. Records shall be retained by Contractor for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractor s utilized in the performance of the Work at any tier.

**16. FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate

mitigation of the breach for review and approval by UTA.

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a. It is hereby agreed that the following information is not considered to be confidential:
   A. Information already in the public domain.
   B. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
   C. Information developed by or in the custody of Contractor before entering into this Contract.
   D. Information developed by Contractor through its work with other clients; and
   E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

17. **PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor 's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

18. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractor s. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor , a subcontractor , anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor 's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

19. **INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor , his agents, representatives, employees or subcontractor s and Contractor is free to purchase additional insurance as may be determined necessary. Notwithstanding this Section, PEHP has provided a Certificate of Coverage which has been deemed sufficient coverage.

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A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate $4,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Each Occurrence $2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor ".

b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor , including automobiles owned, leased, hired or borrowed by the Contractor ".

3. Worker's Compensation and Employers' Liability

| | |
|---|---|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | $100,000 |
| Disease – Each Employee | $100,000 |
| Disease – Policy Limit | $500,000 |

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a Contractor or subcontractor is exempt under UCA, AND when such Contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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| | |
|---|---|
| Each Claim | $1,000,000 |
| Annual Aggregate | $2,000,000 |

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor . Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor 's assessment of the exposure for this contract; for their own protection and the protection of UTA.
2. The Contractor 's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor 's insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal

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is a material breach of contract.
All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at insurancecerts@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

F. SUBCONTRACTOR S: Contractor s' certificate(s) shall include all subcontractor s as additional insureds under its policies or subcontractor s shall maintain separate insurance as determined by the Contractor , however, subcontractor 's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-Contractor s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractor s. Utah Transit Authority must be scheduled as an additional insured on any sub-Contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

20. **OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Contractor 's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor , either procure for UTA any necessary intellectual property rights, or modify Contractor 's services or deliverables such that the claimed infringement is eliminated.

b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractor s of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor or its subcontractor s of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Contractor , within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so,

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UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor , Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

## 21. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Contractor is responsible to provide and pay the cost of all its employees' benefits.

## 22. PROHIBITED INTEREST

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Contractor in this Contract or the proceeds thereof without specific written authorization by UTA.

## 23. CLAIMS/DISPUTE RESOLUTION

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

| Level of Authority | Time Limit |
|---|---|
| UTA's Project Manager/Contractor 's Project Manager | Five calendar days |
| UTA's Director of Supply Chain/Contractor 's [SECOND LEVEL] | Five calendar days |
| UTA's Chief Financial Officer/Contractor 's [THIRD LEVEL] | Five calendar days |

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Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

24. **GOVERNING LAW**

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in state courts in the State of Utah and Contractor consents to the jurisdiction of such courts.

25. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void.

26. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

27. **NOTICES OR DEMANDS**

a. Any formal notice or demand to be given by one party to the other shall be given in writing by one of the following methods: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. All such notices shall be addressed as follows:

If to UTA:
Utah Transit Authority
ATTN: Brian Motes
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:
Utah Transit Authority
ATTN: Legal Counsel
669 West 200 South
Salt Lake City, UT 84101

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If to Contractor :
**PEHP, 560 East 200 South, Salt Lake City, Utah 84102**
Joel Sheppard PEHP Marketing Director
801-366-3940 -Office
801-739-6915 Mobile
Joel.sheppard@pehp.org

b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for this Contract is Brian Motes, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

29. **INSURANCE COVEREAGE REQIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTOR S UNDER DESIGN AND CONSTRUCTION CONTRACTS**

a. The following requirements apply to the extent that the Contractor is providing design or construction services and (i) the initial value of this Contract is equal to or in excess of $2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed $2 million; (iii) Contractor has a subcontract at any tier that involves a sub-contractor that has an initial subcontract equal to or in excess of $1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed $1 million:
b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor 's employees and the employee's dependents during the duration of this Contract.
c. Contractor shall also demonstrate to UTA that subcontractor s meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5for the subcontractor 's employees and the employee's dependents during the duration of the subcontract.

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30. **COSTS AND ATTORNEYS FEES**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

31. **NO THIRD PARTY BENEFICIARY**

The parties enter into this Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.

32. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

33. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

34. **TRAVEL COSTS**

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA .02.XX) and the U.S. General Services Administration (GSA) per diem rates

35. **SEVERABILITY**

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

36. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any

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dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

36. **AMENDMENTS**

Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.

37. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

38 .**SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.

| **UTAH TRANSIT AUTHORITY:** | **PEHP:** |
|---|---|
| By_____ | By_____ |
| Name_____ | Name Chet Loftus |
| Title_____ | Title PEHP Director |
| Date_____ | Date March 25,2022_ |
| By_____ | By_____ |
| Name_____ | Name_____ |
| Title_____ | Title_____ |
| Date_____ | Date_____ |

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DocuSigned by:

By Michael L. Bell
70E33A415BA44F6...

Name Michael L. Bell

Title Utah Assistant Attorney General

Date 3/28/2022

## Exhibit A

## Scope of Work

- Scope of service- Provide health insurance to UTA's benefit eligible employees as outlined in PEHP Group Agreement to this Contract and the terms of the insurance are included in the PEHP Master Policy.
- Duration- 5 years with the ability to extend year to year for additional 5 years

UTA reserves the right to terminate the contract with 60 days' notice. The terms and conditions are renewed or renegotiated on an annual basis.

Specific Terms. Specific terms shall be included in a yearly Supplemental Agreement to this Contract but shall stay within the above-established parameters.

PEHP Group Agreement is hereby attached and incorporated into this Exhibit A.

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# Exhibit B

## Pricing

- Price- Bargaining insurance premiums not to exceed $50,000,000
- Price- Admin insurance premiums not to exceed $40,000,000

Specific Pricing and Terms. Specific pricing, coverage and other relevant terms will be included in a yearly Supplemental Agreement to this Contract but shall stay within the overall NTEs stated above. The above price amounts are not to be considered a rate or premium cap. While neither PEHP nor UTA contemplate insurance premiums exceeding those amounts, if premiums were to unexpectedly exceed the amounts listed, UTA may terminate this Agreement in accordance with the terms listed.

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# Employer Health Insurance Agreement

Between ___Utah Transit Authority___
and
Utah Retirement Systems Public Employees' Health Program
May 1, 2022 through April 30, 2023

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# SECTION 1 – INTRODUCTION

## 1.1 Contract

1.1.1 This Employer Health Insurance Agreement ("Agreement") is made and entered into, pursuant to Utah Code Annotated Title 49, Chapter 20, by and between __Utah Transit Authority____ ("Employer"), a body corporate and politic of the State of Utah, and the UTAH RETIREMENT SYSTEMS, by and through its Employer benefit and insurance division, the PUBLIC EMPLOYEES' HEALTH PROGRAM ("PEHP").

1.1.2 In exchange for Employer's payment of Rates, PEHP provides defined healthcare Benefits to Members. Any payment of Rates will constitute Employer's agreement to the terms of this Agreement, regardless of whether Employer has actually signed the Agreement.

1.1.3 NOW, THEREFORE, for and in consideration of the agreements and provisions hereinafter contained, the parties hereby agree and enter into this Agreement.

## 1.2 Scope of Agreement

1.2.1 PEHP will make available to Employer's Eligible Employees, and Eligible dependents, the health and prescription drug plans listed in Appendix A. All terms, definitions, and conditions of the health and prescription drug plans are hereby incorporated into this Agreement.

1.2.2 Any and all other documents attached hereto are hereby made a part of this Agreement as fully as though detailed herein.

1.2.3 The parties acknowledge that for purposes of paying fees required by the Affordable Care Act, PEHP shall act as the plan sponsor of Employer's benefit plans. All programs and plans offered by PEHP are subject to change in order to adapt to the changes and trends in the health care industry. Further, the Benefits in this Agreement are not necessarily the benefits of the Employer's previous insurance carrier. This contract does not guarantee benefits payable under the previous carrier will be payable under PEHP.

1.2.4 No Member of PEHP has a vested right to any Benefits. Changes to the Agreement may be made without notification, consultation or the consent of Members. However, material mid-plan year changes to the Benefits must be made with approval of the Employer and with 60 days notice to the Members. The rights and interest of Members at any particular time depend on the Agreement terms in effect at that time.

1.2.5 PEHP may adopt reasonable policies, rules and procedures to help in the administration of the Agreement. Employer agrees to abide by all such reasonable policies, rules, and procedures that are not inconsistent with the Agreement.

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1.2.6 PEHP has discretion to determine Eligibility for Benefits and to interpret the terms and conditions of the Benefit plan(s). PEHP's determinations under this Section do not prohibit or prevent a Member from seeking an appeal of claims or an administrative review by following the appeals procedure established by the Master Policy and Utah Code Ann. § 49-11-613.

# SECTION 2 – ELIGIBILITY AND ENROLLMENT

**2.1 Eligibility**

2.1.1 PEHP shall provide coverage to those Eligible Employees and their Eligible Dependents in accordance with the terms of the PEHP Master Policy attached as Appendix A.

2.1.2 In consultation with PEHP and within PEHP's stated Eligibility parameters, if Employer has 100 Subscribers or more, Employer shall decide which categories of Employees and Dependents are Eligible to become Members and establish related Eligibility requirements. Employer agrees to implement standards that are nondiscriminatory and is solely liable if any standards are determined to be discriminatory.

2.1.3 Employer has provided PEHP with its Eligibility standards. Employees returning from a leave of absence who have waived coverage due to the leave of absence are eligible to be reinstated to coverage on the first day of the month following their return to work.

2.1.4 Eligibility standards (including termination standards) determined by Employer must be reported to and approved by PEHP each plan year, at least ninety (90) days prior to the start of the plan year. **Employer shall inform PEHP of its eligibility standards on the PEHP Benefit Selection Form.** If Eligibility standards vary from plan year to plan year, PEHP may revise Rates correspondingly, in accordance with sound actuarial principles.

2.1.5 Employer may not change, extend, expand, or waive the Eligibility criteria without first obtaining the advance, written approval of an officer of PEHP. Eligibility standards may not be changed mid-plan year.

2.1.6 Employer's Eligibility parameters must meet PEHP's criteria which include the following:

- Eligible Employees with other coverage may waive coverage with the Employer under the Plan;
- At least 80% of Eligible individuals, who have not demonstrated proof of other coverage, must participate in the Plan, or, if Employer employs fewer than five (5) individuals, 100% of individuals must participate in the Plan;
- Independent contractors are not Eligible;

Only individuals who continuously satisfy the Eligibility criteria of the Agreement may be enrolled and continue as Members. Employer, Subscribers, and their Dependents are responsible for obtaining and submitting to PEHP evidence of Eligibility.

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2.1.7 Notwithstanding this Section 2, PEHP reserves the right to deny coverage to an otherwise Eligible Employee and/or their Eligible Dependent(s), in accordance with the PEHP Master Policy, if that individual commits fraud upon PEHP, forges prescriptions, commits criminal acts associated with coverage, misuses or abuses Benefits or breaches the conditions of the PEHP Master Policy. Notwithstanding any other provision of this Agreement, if such an individual retains Coverage with PEHP at the request of an Employer after a recommendation by PEHP to address either the fraud, criminal acts associated with coverage, or a breach of the PEHP Master Policy, Employer shall be solely and completely responsible for all claims incurred for this individual. In such a circumstance, the individual's claims shall be adjudicated separately from the Employer's experience, and no claims for this individual, either in specific or aggregate, shall be eligible for payment by PEHP reinsurance.

**2.2 Enrollment Requirements**

2.2.1 In order for an Eligible individual to receive Benefits, Employer must enroll the individual, PEHP must accept the individual as a Member, and Employer must pay the applicable Rates. Employer agrees to limit enrollment to Eligible Employees and their Dependents.

2.2.2 Any Employee who does not enroll in the Employer Plan during their first 30 days of any applicable waiting period or during a special enrollment period through Employer's enrollment system, will not be Eligible to enroll until the next annual enrollment period.

2.2.3 Except as otherwise provided in this Agreement, enrollment and enrollment changes for existing Employees and their Dependents may only be made during an open enrollment period.

2.2.4 PEHP shall allow for a special enrollment period for specific circumstances listed in Section 2.2.5. The terms governing special enrollment for PEHP are also contained in the Master Policy attached hereto as part of Exhibit A.

2.2.5 Employer must notify PEHP within 60 days whenever there is a change in a Member's family and or employment status that may affect Eligibility or enrollment. Family or employment status includes the following events:

a) Adoption of a child, birth of a child, or gaining legal guardianship of a child;
b) Child loses Dependent status;
c) Death;
d) Divorce;
e) Marriage
f) Involuntary loss of other coverage;
g) Member called to active military duty;
h) Member receives a Qualified Medical Child Support Order (QMCSO);
i) Reduction in employment hours;
j) Member takes, returns from, or does not return from a leave of absence; and
k) Termination of employment.

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2.2.6 If Employer fails to notify PEHP within 30 days of a Member's termination from employment or other family and/or employment change that results in the loss of a Member's Eligibility, Employer agrees to promptly pay PEHP any amounts paid as Benefits for such Member after the Member became ineligible and before PEHP was notified.

2.2.7 PEHP agrees to supply certification of creditable coverage to all terminated Subscribers and their Eligible Dependents losing coverage in accordance with federal law. The terms governing certification and disclosure are contained in the Master Policy attached hereto as part of Exhibit A.

2.2.8 Employer hereby agrees the Effective Date for new Employees is based upon the Employer's enrollment polices as stated on the Group Renewal Form.

2.2.9 PEHP will enroll Dependents as a result of a valid court order. Any requirement for the Plan to comply with court orders, including Qualified Medical Child Support Orders (QMCSOs) and/or Divorce Decrees is Employer's responsibility. When Employer directs PEHP to enroll an individual on the basis of a court order, PEHP reserves the right to review and confirm that the order is qualified.

2.2.10 PEHP may decline to enroll Employees, former Employees, or Dependents who do not satisfy the Eligibility criteria of the Agreement. Also, PEHP may initially decline to issue coverage if Employer fails to meet the minimum enrollment or minimum contribution requirements.

**2.3 Continuation of Coverage (COBRA / Mini-COBRA) and Conversion Coverage**

2.3.1 Employer's Members who lose coverage under a Plan made available by PEHP may be permitted to continue such Coverage in accordance with the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), or Utah mini-COBRA, Utah Code Ann. § 31A-22-722 (collectively, "Continuation Coverage").

2.3.2 Employer agrees to administer Continuation Coverage according to state and federal law.

2.3.3 PEHP and Employer agree that if this Agreement is terminated, Continuation Coverage with PEHP will terminate. Employer will be responsible for obtaining alternate coverage for those Members who are receiving Continuation Coverage.

2.3.4 PEHP agrees to bill and collect Rates from Members for Continuation.

2.3.5 PEHP agrees to provide COBRA Coverage for the minimum time and only to the minimum extent required by applicable state and federal law. PEHP will not provide Continuation Coverage if Employer or the Member fails to strictly comply with all applicable notice and other requirements and deadlines.

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# SECTION 3 – RESPONSIBILITIES OF EMPLOYER

### 3.1 In General

3.1.1 In addition to the responsibilities addressed throughout this Agreement, Employer agrees to the following responsibilities and obligations.

### 3.2 Rate Payments

3.2.1 Employer is responsible to collect and remit Rates to PEHP. By remitting Rates to PEHP, Employer certifies to PEHP that the Employer/Employee Rate share complies with the affordability standards of PPACA. Other than as required by state or federal law, nothing contained in this Agreement shall obligate the Employer to contribute any specific percentage of the contribution, nor to provide any specified credits for sick leave conversion, etc. to any Employee.

3.2.2 To the extent Employer requires its Employees to contribute to Rates, Employer agrees to collect those contributions from its Employees and remit the same to PEHP together with a copy of a remittance report. Such contributions and report will be submitted to PEHP monthly following the appropriate payroll dates. By remitting Rates, Employer certifies that all Employees meet the Eligibility requirements agreed upon under this Agreement.

3.2.3 Employer's obligation to pay the full Rates to PEHP is not contingent upon Employer's ability to collect any percentage of the Rates that Employer requires to be paid by Subscribers.

3.2.4 Rates will be considered late if received more than forty (40) days after the date of the corresponding invoice from PEHP.

3.2.5 Notwithstanding any other provision of this Agreement, if Employer is late in any required payment to PEHP, PEHP shall assess Employer a 5% penalty on late payments.

3.2.5 Notwithstanding any other provision of this Agreement, if Employer fails to pay a required invoice to PEHP within sixty (60) days after the date of the corresponding invoice from PEHP, PEHP shall immediately suspend payment of claims until payment is made in full; in such case, the Employer shall be responsible for any payment to Providers, including any late fees, as applicable; or immediately terminate this Agreement in accordance with Section 7.2.

### 3.3 Employment Verification and Status

3.3.1 To the extent Employer is responsible to determine Eligibility standards under this Agreement, Employer agrees to provide those standards to PEHP at least ninety (90) days prior to the start of the Plan Year, as provided in Section 2.1.

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3.3.2 Employer agrees to verify employment status and date of employment information contained in any new applications filed by Employees, and Employer agrees to inform PEHP of any change in Employee or Dependent status or of the termination of coverage of any Employee or Dependent, including any COBRA Qualifying Events, on a semi-monthly basis, in accordance with Section 2.4.

3.3.3 It is the responsibility of the Employer to obtain and maintain updated, accurate records specifying enrollment information, Member files, Eligibility information, Effective Dates, and Employee status information. Employer agrees, to the extent requested by PEHP, to provide PEHP with current and updated copies of all completed enrollment forms and other documentation as deemed necessary by PEHP.

3.3.4 Payment of Rates shall constitute Employer's certification that Employer and all its Members meet the Eligibility standards as outlined in Utah Code Annotated Title 49, Chapter 20, and as established under this Agreement.

**3.4 Compliance**

3.4.1 Employer is responsible for its own compliance with applicable laws, rules, and regulations, including requirements to provide information to Members about their coverage. This includes all applicable requirements under PHSA, HIPAA, PPACA, COBRA, and any other state and federal requirements that apply to the Plan.

3.4.2 Employer agrees to notify PEHP when Employer receives Medicare secondary payer information.

3.4.3 Employer shall distribute to Employees all forms, documents, and notices as required by law (i.e. Summary of Benefits and Coverage, Benefit Summaries). In accordance with Section 4.4, PEHP may assist Employer in the production of such forms, documents and notices. Employer maintains sole responsibility to ensure compliance with federal law.

**3.5 Miscellaneous**

3.5.1 Employer certifies it is a political subdivision of the State of Utah and that both Employer and its Eligible Employees qualify to participate with PEHP, and Employer agrees to notify PEHP prior to its losing Eligibility to participate with PEHP.

3.5.2 It is Employer's responsibility to provide Subscribers a 30-day written notice of the Agreement's termination.

3.5.3 Except as modified in this Agreement, Employer shall be responsible for all tax consequences or penalties resulting from participation in the PEHP plans or programs.

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# SECTION 4 – RESPONSIBILITIES OF PEHP

## 4.1 Plan Services

4.1.1 Employer hereby agrees that it is the sole responsibility and right of PEHP to contract with, negotiate policies, procedures, and plan provisions, in reference to physicians, hospitals, facilities, corporations, or other service Providers. PEHP agrees to establish and maintain its usual hospital and physician relations activities, Subscriber service activities, investigative and claim review procedures, legal review and defense services, and shall take all reasonable measures to prevent the allowance and payment of improper claims for Employer.

4.1.2 PEHP shall provide Employer with all administrative services provided by PEHP to its other policy holders. A monthly fee for administrative services shall be included in the Rate amount, on a Per Member Per Month ("PMPM") basis, at the Rate specified in Appendix A.

4.1.3 PEHP shall provide Reinsurance coverage as provided for in Section 5. PEHP will charge a monthly reinsurance fee, on a PMPM basis, at the Rate specified in Appendix A. The reinsurance fee is included in the Employer Rate.

4.1.4 At Employer's request, PEHP may facilitate an on-site medical clinic for Employer's employees in accordance with the terms in Appendix B.

4.1.5 PEHP shall make available to Members an electronic enrollment process via the www.pehp.org website. PEHP shall also furnish to the Employer appropriate enrollment forms for distribution to new Eligible Employees. Upon receipt and processing of enrollment information, PEHP will distribute identification/prescription cards and Benefit brochures to Subscribers.

## 4.2 Reporting

4.2.1 These reporting provisions are subject to the confidentiality provisions of Section 6.

4.2.2 PEHP shall provide Employer with regular reports of the total amount paid to Providers in Employer's risk pool.

4.2.3 If Employer employs over 100 Subscribers, PEHP shall provide Employer with Employer-specific quarterly utilization reports. These Employers may request additional ad hoc reports as needed. However, to the extent that any specific requested reports may be unique and costly to produce, Employer agrees to pay PEHP the reasonable cost of assembling and preparing such additional information and reports, so long as the cost of any such report has been made available to Employer in advance and Employer has agreed in writing to pay such costs. PEHP may decline to produce reports if PEHP determines that doing so would violate state or federal law.

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4.2.4 If Employer employs over 100 Subscribers, Employer and/or its designated Business Associates, as defined by HIPAA, shall be entitled, upon written request from Employer, to receive a copy of individual data pertaining to Employer in accordance with Utah Code Ann. § 49-11-618 and applicable Board resolutions for the sole purpose of reviewing claims and utilization experience for individuals covered by the program. PEHP shall not provide diagnosis information unless specifically requested by Employer, and Employer has demonstrated to the satisfaction of PEHP that the individual diagnosis is essential to the review process, in which case, PEHP may require a separate release statement. Employer hereby agrees to never share or otherwise divulge this individual data to any other person or unit of government, unless subpoenaed by a court or governmental entity having proper jurisdictional authority. When requesting this data, Employer will designate an officer or employee responsible for receipt and custody of the data and hereby agrees to indemnify and hold PEHP harmless against any claims, loss, damage, injury or other liability resulting from the disclosure of confidential medical data by any officer or employee of Employer.

4.2.5 Subject to the foregoing provisions, PEHP may provide specialized or additional reports to Employer, at Employer's request. PEHP may charge a fee to Employer for such special reporting requests as negotiated between the parties.

**4.3 Record Retention and Review**

4.3.1 PEHP shall maintain, or cause to be maintained, records covering claims submitted to PEHP hereunder as well as payment disbursed by it. The records shall be maintained for the same period of time that PEHP retains like records in connection with its claims administration.

**4.4 Claims Payment, Customer Service and Appeals**

4.4.1 PEHP shall adjudicate claims within forty-five (45) days upon receipt of all information necessary to accurately make a claim determination pursuant to PEHP's policies and procedures. Necessary information to adjudicate claims shall include, but is not limited to, information regarding coordination of benefits ("COB") from the primary insurance carrier, if applicable.

4.4.2 PEHP shall notify Members of paid or rejected claims and the reason for the rejection through an explanation of benefits, which shall be sent within one (1) week of PEHP's adjudication of the claim.

4.4.3 PEHP shall advise and aid claimants in meeting requirements for additional information and proper completion of claim forms.

4.4.4 PEHP shall maintain customer service staff and telephone numbers to provide information and response to inquiries of Members regarding program coverage and Benefits as well as specific information concerning claims, such as: status of claim, date paid/denied, amount, and Provider.

4.4.5 PEHP shall provide a website with general Plan information, specific claims information, and cost tools for evaluating and finding Providers.

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4.4.6 PEHP shall discuss claims, where applicable, with physicians and other Providers of services.

4.4.7 PEHP shall obtain and furnish information, as necessary, regarding non-duplication of payment or COB.

4.4.8 PEHP will correct payment of claim errors for up to 12 months following the adjudication of a claim. For claims involving COB, PEHP will have up to 15 months following the adjudication of such claims to make adjustments. These time frames will not apply in instances where PEHP determines that the claims were paid due to fraud.

4.4.9 PEHP shall provide a claims adjudication and appeals process to resolve any disputes regarding Benefits under this Agreement. Members and Providers are required to cooperate with this process in any dispute with PEHP as outlined in the Master Policy attached in Appendix A.

4.4.10 PEHP shall provide additional Member Services, including Case Management, Disease Management, and Wellness Programs.

4.4.11 If Employer requests for correctly-paid claims to be reprocessed, Employer agrees to pay the administrative costs of reprocessing in accordance with PEHP's policies and procedures.

### 4.5 Information for Members

4.5.1 Employer, with cooperation from PEHP, shall produce any required forms or documents required by law to be distributed to Employees. Employer shall bear the responsibility to distribute such documents, in accordance with Section 3.4. PEHP may assist Employer with creation and production of documents, as specified in this Section.

4.5.2 PEHP shall assist Employer in its distribution by making available Plan-specific Benefits Summaries, Master Policies, Rates, forms and documents online at www.pehp.org, which will include the ability for Members to check status of claims and other information.

## SECTION 5 – FUNDING

### 5.1 Self-Funded Status

5.1.1 Employer acknowledges and agrees that through this Agreement Employer participates in a self-insured plan, and that plan is part of a self-insured risk pool. Employer maintains the financial risk associated with that plan and the risk pool. Such risk includes, but is not limited to claims expenses for covered Benefits and any interest required to be paid.

5.1.2 Risk pool reserves held by PEHP are owned by, returned to, and credited for interest earnings to Employer in accordance with Section 5.3 and Appendix A.

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**5.2 Establishment of Rates**

5.2.1 PEHP shall have sole discretion to determine Rates, which are set forth in Appendix A. The Rates will remain the same until the end of the plan year. However, upon notice to Employer, PEHP may reasonably modify the Rates mid-year if federal or state laws or regulations mandate an adjustment of Benefits under the Agreement, or if contingency reserves fall below the level required by the PEHP actuary.

5.2.2 It is understood and agreed that Appendix A outlines the Rates to be paid by Employer for the Plan(s) in which Employer participates during the current term. Rates include administrative fees and reinsurance fees as determined necessary by PEHP, and as listed in Appendix A. The PEHP rate setting process takes into account all of the health experience of the Employer, including but not limited to, the health experience of Employees, Dependents, Early Retirees, LTD Participants, and other Members covered under active, early retiree, and/or COBRA Coverage.

5.2.3 It is further understood and agreed that PEHP will provide notice to Employer of estimated regular Rate changes ninety (90) days prior to the end of the contract term, with the Rate change to be effective on the date of renewal of the plan year.

5.2.4 Notice of Rate increases relating to Medicare Supplement programs offered by PEHP will be provided by PEHP unless Medicare benefits change information has not yet been made available to PEHP by the Medicare authorities. All changes will become effective on January 1 of each year.

**5.3 Reserves**

5.3.1 Pursuant to Utah Code Annotated § 49-20-301, PEHP plans "shall be maintained on a financially and actuarially sound basis by payments from covered employers and covered individuals." Utah Code Annotated § 49-20-402(1) provides, "The reserves in a risk pool in a given fiscal year shall be maintained at the level recommended by the program's consulting actuary and approved or ratified by the Board. If the reserves drop below that level, covered employers in the risk pool are required to cure any deficiency in the reserve."

5.3.2 PEHP shall provide Employer with reserve recommendations from its consulting actuary upon request from Employer. PEHP shall provide Employer with financial statements regarding the level of reserves in Employer's risk pool.

5.3.3 If the reserves in Employer's risk pool drop below the recommendation of the consulting actuary, Employer shall be responsible to pay the difference (or the pro-rata difference if Employer is in a multi-Employer risk pool) to PEHP within fifteen (15) days following the request. In the case of a deficit in reserves, Employer agrees to pay PEHP interest of 1% per month for each month after the end of the month in which Employer maintains a deficit.

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5.3.4 PEHP, upon recommendation of its consulting actuary, shall determine when "substantial excess reserves" have been accrued in accordance with Utah Code Annotated § 49-20-402. In such a case, and upon Board approval, PEHP shall refund reserves to Employer (on a pro-rata basis if Employer is in a multi-Employer risk pool) in a manner approved by the Board.

**5.4 Claims Reinsurance**

5.4.1 All Employers participating in PEHP health plans shall participate in a self-funded PEHP Reinsurance Risk Pool governed by the Utah State Retirement Board (the "Board"), as described in Appendix A.

5.4.2 The reinsurance fee associated with the PEHP Reinsurance Risk Pool is included within the Employer's Rate and includes both a specific stop loss and aggregate reinsurance cost. The Reinsurance fee is set forth in Appendix A. Reinsurance fees are not self-insured, and the Employer shall have no recourse to recover any of these amounts paid.

**5.5 Administrative Costs**

5.5.1 Employer is responsible to pay its share of administrative costs on a PMPM basis. The administrative fee is included in the Employer Rate, according to the schedule in Appendix A. Administrative fees are not self-insured, and Employer shall have no recourse to recover any of these amounts paid.

## SECTION 6 – CONFIDENTIALITY

**6.1 HIPAA.** The parties agree that the acts, duties and obligations required by this Agreement shall be performed in compliance with the Privacy and Security Rules as promulgated under HIPAA.

**6.2 Utah Law.** Employer understands that under Utah Code Annotated § 49-11-618, "All data in the possession of [PEHP] is confidential, and may not be divulged by [PEHP] except as permitted by board action." Employer acknowledges and agrees that this Agreement is subject to this rule of confidentiality.

**6.3 Definition of Data.** For the purpose of this Agreement, "data" means any information pertaining to Employer's participation with PEHP, Plan Rates, this Agreement, PEHP or its business practices, or the personal health information (as defined by federal law) of any individual participating in the Plan administered by PEHP.

## SECTION 7 – TERM AND TERMINATION

**7.1 Term of Agreement**

7.1.1 Unless sooner terminated as herein provided, this Agreement shall be effective for a one-year term and pertain to claims incurred during the period May 1, 2022 through April 30, 2023.

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7.1.2 This Agreement shall be renewed automatically for one year terms unless Employer notifies PEHP of its intent to terminate as provided herein.

**7.2 Termination**

7.2.1 This Agreement, and coverage for all Members under this Agreement, can terminate for the reasons listed below.

7.2.2 This Agreement may be terminated by Employer by providing PEHP with written notice prior to the Employer's open enrollment period for the next one year term. PEHP will not accept retroactive termination dates.

7.2.3 PEHP may immediately terminate Employer's coverage upon written notice if PEHP determines that Employer is in breach of this Agreement. The following circumstances constitute a breach:

a. Employer fails to pay the required Rates in accordance with this Agreement;
b. Partial payment will be treated as nonpayment unless PEHP, at its sole discretion, indicates otherwise in writing;
c. Employer performs an act or practice that constitutes fraud or makes an intentional misrepresentation of material fact under the terms of the coverage;
d. Employer's status changes to an entity that is not a political subdivision of the State of Utah;
e. Employer's membership in an entity through which this Agreement was made available ceases; or
f. Employer fails to satisfy the minimum Employer participation requirements in Section 2.1.6 of this Agreement.

7.2.4 Employer agrees that if proper written notice of termination is not given within the designated time parameters, a penalty of up to one percent (1%) of total annual Rate may be assessed on Employer at the sole discretion of PEHP.

7.2.5 It is Employer's responsibility to provide Subscribers a 30-day written notice of the Agreement's termination. PEHP will provide a sample notice upon request.

7.2.6 Upon termination or expiration of this Agreement, PEHP shall continue to process and pay claims for services obtained or charges incurred by Employer's Members prior to the date of termination or expiration of this Agreement for a period of 12 months after the date of termination ("Run-Out Period"). PEHP shall not pay for Services obtained or charges incurred after the date of termination, regardless of when a condition arose and despite care or treatment anticipated or already in progress.

7.2.7 If Employer breaches this Agreement in accordance with Section 7.2.3 of this Agreement, which results in termination of this Agreement, PEHP shall pay no further claims, regardless of the date incurred. Employer shall be responsible for any such claims. Employer shall be responsible to pay

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PEHP for all reinsurance and administrative costs due prior to the date of termination, regardless of any other provision in this Agreement.

7.2.8 Upon termination of this Agreement, Employer shall be responsible for any deficits in the risk pool as determined by PEHP.

## SECTION 8 – GENERAL TERMS

**8.1 Interpretation.** The attached Appendices are complementary to this Agreement and what is called for by any one of them shall be binding as if called for by all. In the event of any inconsistency between the provisions of the Agreement and the documents accompanying this Agreement, the inconsistency shall be resolved by giving precedence first to the Appendices and then to this Agreement. This Agreement will be interpreted and enforced according to the laws and regulations of the State of Utah and any applicable federal laws or regulations. If an inconsistency exists between the Agreement and any applicable law, this Agreement will be construed to include the minimum requirements of the applicable law.

**8.2 Indemnification.** PEHP agrees to indemnify Employer from and against any claims or other liability, including attorney fees, based upon PEHP's failure to comply with its obligations under the Agreement. Employer agrees to indemnify PEHP from and against any claims or other liability, including attorney fees, based upon Employer's failure to comply with its obligations under the Agreement.

**8.3 Amendment and Assignment.** As benefits under this Agreement may be modified from year to year, this Agreement may be modified or amended unilaterally by PEHP within 30 days prior to a new plan year by providing Employer with written notice of the Amendment. If Employer objects to any unilateral amendments, Employer shall inform PEHP in writing to its objection within 30 days of receipt of the amendment. At all other times of the plan year, and for all other amendments or modifications to this Agreement, this Agreement shall be amended only by a written instrument executed by duly authorized officers of the parties hereto. This Agreement may not be assigned by either party without the written consent of the other party.

**8.4 Default.** If either party defaults in the performance of this Agreement or any of its obligations hereunder, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing the Agreement or from pursuing any remedy provided hereunder.

**8.5 Force Majeure.** Neither party will be responsible for a delay in performing its obligations under the Agreement due to circumstances reasonably beyond its control, such as natural disaster, epidemic, riot, war, terrorism, or nuclear release.

**8.6 Dispute Resolution.** This Agreement is entered into in the State of Utah and shall be governed by the laws of said state, notwithstanding any conflicts of laws principles. Any dispute arising out of this

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Agreement will be subject to the exclusive jurisdiction of the administrative hearing process found in Utah Code Annotated § 49-11-613.

**8.7 Conflict of Interest.** PEHP represents that it has not knowingly influenced, and hereby promises that it will not knowingly influence, an Employer officer or employee, or former Employer officer or employee, to breach any ethical standards applicable to Employer. Employer represents that it has not knowingly influenced, and hereby promises that it will not knowingly influence any PEHP officer or employee or former PEHP officer or employee to breach any ethical standard applicable to PEHP.

**8.8 Severance.** In the event any portion of this Agreement is determined to be unconstitutional, unlawful or otherwise unenforceable in the State of Utah, only the unconstitutional portion of the Agreement will be severed and the remaining portion of the Agreement will continue in effect and be binding on the Parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the Agreement.

**8.9Notice.**

8.9.1 Any notice required herein of PEHP shall be addressed to Employer at the address listed in Appendix A, and when required of Employer, shall be addressed to PEHP, Marketing Department, Public Employees' Health Program, 560 East 200 South, Salt Lake City, Utah 84102-2004, or kurt.murray@pehp.org (or current Marketing Manager).

8.9.2 All required notices shall be sent by at least first class mail or electronic mail.

8.9.3 Any notice PEHP is required to send will be sufficient if:

a. For notice to Employer, notice is sent to the address listed in Appendix A;
b. For notice to a Subscriber, notice is sent to the address PEHP has on record; and
c. For notice to a Dependent, notice is sent to the Subscriber.

8.9.4 Any notice Employer is required to send will be sufficient if sent to the address listed above.

**8.10 Waiver.** Failure by either party to insist upon strict compliance with any part of this Agreement or with any procedure or requirement will not result in a waiver of its right to insist upon strict compliance in any other situation.

**8.11 Workers' Compensation Insurance.** The Agreement does not provide or replace workers' compensation coverage for Employer's Employees. Employment-related injuries are not covered under the Agreement.

**8.12 Relationship of the Parties.** This Agreement is a contract for services and does not create an agency relationship. Employer does not have the authority to act as PEHP's agent. PEHP is not Employer's agent for any purpose.

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## SECTION 9 – DEFINITIONS

**9.0 In General.** This Agreement contains certain defined terms that are capitalized in the text and described in this Section. Words that are not defined have their usual meaning in everyday language.

**9.1 Adult Designee.** If Employer accepts Adult Designees as Dependents, the qualifications agreed upon by Employer and PEHP will be included in Appendix A.

**9.2 Agreement.** This Employer Health Insurance Agreement, including the Employer Application and all other documents expressly referred to and incorporated by reference.

**9.3 Benefit(s).** The payments and privileges to which Members are entitled by this Agreement.

**9.4 Continuation or COBRA Coverage.** Coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and/or coverage allowed under Utah Code Annotated § 31A-22-722 (Mini-COBRA).

**9.5 Conversion Coverage.** Coverage provided under Utah Code Annotated § 31A-22-723.

**9.6 Dependent(s).** An Employee's lawful spouse (or Adult Designee if allowed by Employer) and any child who meets the Eligibility criteria under this Agreement.

**9.7 Effective Date.** The date on which coverage for a Member begins.

**9.8 Employee.** An individual employed by Employer.

**9.9 Employer Plan (or "Plan(s)").** The group health and/or other Benefit plan(s) elected and sponsored by Employer under this Agreement and attached in Appendix A.

**9.10 Eligible, Eligibility.** The criteria or standards, established by Employer and/or PEHP under this Agreement and Appendix A, in order to participate in a PEHP health plan.

**9.11 HIPAA.** The Health Insurance Portability and Accountability Act found at 45 C.F.R. §§ 160 and 164, as amended.

**9.12 Master Policy.** The document(s), considered part of this Agreement, which describe(s) the terms and conditions of the health insurance Benefits with PEHP, including the Benefit Summary, and which is available online at the address listed in Appendix A, or by request.

**9.13 Member.** As defined in the Master Policy attached in Appendix A, a Subscriber, including an Employee, Early Retiree, LTD Participant, COBRA Participant, Conversion Coverage Participant, and any Dependent, when properly enrolled in the Plan and accepted by PEHP.

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**9.14 PHSA.** The Public Health Service Act of 1944, codified in United States Code, Title 42, as amended.

**9.15 PPACA.** The Patient Protection and Affordable Care Act, Pub. L. No. 111-148, as amended, including the Health Care Education Reconciliation Act of 2010, Pub. L. No. 111-152, as amended.

**9.16 Provider.** A vendor of healthcare Services as defined in the Master Policy.

**9.17 Rate(s).** The amount paid periodically by Employer and/or Subscribers to PEHP as consideration for providing Benefits under the Plan. The Contribution rate is specified in Appendix A.

**9.18 Service(s).** Services provided by a Provider, including medical practices or care, treatment, tests, supplies, equipment, devices, or drugs.

**9.19 Subscriber.** An Employee that enrolls with PEHP, as defined in the Master Policy.

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# SECTION 10 – SIGNATURE PAGE

EXECUTED this 22nd day of March 2022.

UTAH RETIREMENT SYSTEMS
PUBLIC EMPLOYEES HEALTH PROGRAM

By_____
Chet Loftis
Director, Public Employees Health Program

EXECUTED this _____day of _____, 20__.

[UTA Administration]

By _____
[Name]
[Title]

By _____
[Name]
[Title]

By DocuSigned by: Michael L. Bell 70E33A4A6BA44E6... _____ 3/28/2022
[Name] Michael L. Bell
[Title] Utah Assistant Attorney General

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# APPENDIX A

**Plan Year:** May 1, 2022 to April 30, 2023

A-1 Benefits

**A Employer Plans/Programs**

Master Policy & Benefit Grid – members can access at www.pehp.org or on Employer's website. Benefit Grids are attached.
Summary of Benefits & Coverage (SBC) – members can access at www.pehp.org or on Employer's website.
Provider Directory - Provider directories for the Employer plans are found online at www.pehp.org. Provider directories are subject to change without notice. PEHP shall make reasonable efforts, as determined by PEHP, to inform Employer and Members if a material disruption shall occur to provider networks during the term of this Agreement.

Wellness Programs
PEHP offers the Healthy Utah wellness program for Employer. If Employer elects to offer additional wellness programs to employees, Employer shall be solely responsible for any federal law compliance related to such additional program, included taxability of rebates and tracking applicable wellness limits for employees.

By participating in PEHP's Healthy Utah wellness program, Employer understands that PEHP will provide incentives and rebates to Member in conjunction with that program. PEHP will withhold taxes from those rebates in accordance with federal law requirements. These Member incentives are paid as claims from the Local Governments Risk Pool.

In addition to Member incentives, PEHP Healthy Utah may also incentivize Employers to encourage worksite wellness programs and activities through mini-grants and work well-being awards. These employer incentives are provided by PEHP through PEHP's administrative costs, and not funded through the Local Governments Risk Pool reserves. While PEHP makes every effort to ensure these Employer incentives comply with Utah and federal law, Employer maintains sole responsibility regarding the appropriation and disbursement of these funds, and PEHP shall maintain no liability regarding these funds once provided to the Employer.

Legal Guardianship
Employer has elected to allow children under guardianship to remain covered by PEHP between ages 19-26 like natural born children. In order to continue enrollment, the

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guardian child must have been enrolled on the Employer's coverage prior to being 18 years of age and otherwise have met the qualifications for coverage as a guardian child. PEHP shall inform the Employer if a guardian child over the age of 19 has enrolled with PEHP on the monthly bill to Employer. The Employer understands that it may need to impute income to the employee if the guardian child does not qualify as a tax dependent under federal law. Employer acknowledges that it shall be solely liable for any tax consequences related to coverage of a guardian child over the age of 19, and that PEHP maintains no responsibility of any kind for any taxes which may be owed as a result of this coverage.

LTD Premium Waiver or Stipend

Employer has elected not to provide this benefit.

**B Vesting Standards for LGRP**

1. Employer hereby acknowledges that it participates in the Local Governments Risk Pool ("LGRP") sponsored by PEHP, which is a multi-employer self-funded risk pool. Participation in the LGRP requires meeting PEHP's vesting requirement, which include:
    a. An Employer is vested with PEHP when either:
        i. the Employer provides two years of specific plan benefits and claims costs to PEHP to appropriately determine rates; or
        ii. the Employer continuously participates with PEHP in the LGRP for three years.
    b. If an Employer is vested with PEHP, the Employer may terminate this agreement with no further obligation to LGRP. At the time of termination, the Employer shall not receive any LGRP reserve funds, and shall not pay any deficits incurred or paid by Employer to LGRP.
    c. If Employer is not vested with PEHP and terminates this Agreement before becoming vested, Employer will immediately pay PEHP for any deficits incurred during its participation with LGRP. Deficits mean the difference between claims paid by PEHP, including administrative costs, and the rates paid by Employer, including all Employer allocated investment earnings or deficits. Deficits shall be solely determined by PEHP. Any calculations regarding deficits will include Employer's claims presented and paid by PEHP over the 12 months following Employer's termination of this Agreement.
    d. Any surpluses attributable to the Employer (when rates exceed premiums), whether vested or non-vested, will remain with PEHP for the benefit of the Employers participating in the LGRP.

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2. Employer IS deemed vested by PEHP.

**C Reinsurance**

1. Each Employer shall participate in the PEHP Reinsurance Risk Pool and pay the applicable fees for such services. Reinsurance fees are included in the Employer's Rate, as outlined in Appendix Section A-2. The PEHP Reinsurance Risk Pool covers for the Employer:
   a. Medical and pharmacy claims eligible under this Agreement and the Master Policy, according to the following limits and subject to the exclusions herein;
   b. Large claims exceeding $100,000 annually, calculated on an incurred in 12 months and paid in 15 months basis (specific stop loss coverage);
   c. Aggregate risk pool claims that total between 120% to 135% of expected risk pool claims (aggregate stop loss coverage); and
   d. Other purposes that PEHP and the Board may approve.

2. The PEHP Reinsurance Risk Pool specifically excludes coverage for any claims incurred:
   a. Outside of the eligibility standards of this agreement or the Master Policy;
   b. For benefits not specifically covered by the Master Policy;
   c. That are excluded by PEHP's commercial reinsurance carrier;
   d. By an Employee or Eligible Dependent who has committed fraud, criminal acts, or other breach of the Master Policy, as described in Section 2.1.7 of this Agreement; or
   e. That are approved by Employer for processing and payment, despite being ineligible for payment under this Agreement, the Master Policy or the Employer plan benefit documents that have been approved by PEHP.

3. If the Employer approves claims or benefits not covered by this Agreement or the Master Policy, the Employer shall be responsible for all claims expenses associated with such charges. Notwithstanding any other provision of this Agreement, PEHP shall have no liability to pay any claims, benefits or make other payments that are not specifically stated in this Agreement or the Master Policy.

4. PEHP shall evaluate claims and pay reinsurance amounts on a monthly basis. PEHP shall pay claims which are paid under the Employer's plan year in accordance with the PEHP Master Policy.

**D. IRS Reporting**

1. Employer has determined to calculate and file ACA reports as required by federal law.

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A-2 Rates

| Summit Exclusive Traditional | SINGLE | DOUBLE | FAMILY |
|---|---|---|---|
| | **$642.80** | **$1,424.20** | **$2,030.78** |

A-3 Additional Terms

A Following termination of this Agreement, PEHP shall pay claims incurred prior to termination of this Agreement for 12 months.

B Conflict of Interest – Employer acknowledges that PEHP is a public employer, and that no employee or officer is related to any employee or officer of PEHP within two degrees of consanguinity except as has been previously disclosed to PEHP.

C Additional Reporting Requests - PEHP shall provide regular reports to Employer as described in the Agreement. PEHP may provide additional reports to Employer as negotiated between Employer and PEHP. If such additional reports are agreed upon and authorized by PEHP, Employer agrees to pay PEHP the reasonable costs of producing such reports at the rate of $20/hour and $.10/page for printed reports. In accordance with Section 4.2.4, PEHP may provide personal health information of Employees or Dependents to another Covered Entity at the written request of the Employer as allowed by HIPAA. PEHP may provide personal health information of Employees or Dependents to Employer's Business Associates at Employer's written request in accordance with Section 4.2.4 of this Agreement.

Notwithstanding the payment schedule above, Employer has requested and PEHP has agreed to provide identifiable claims data to Employer's medical data warehouse vendors for health care and on-site clinic predictive modeling and utilization review. Such data shall be provided on a monthly basis by the 5th day of each month for the previous month. For such reports, vendor shall provide specific data parameters to PEHP at least 30 days prior to the first report being provided. PEHP shall notify Employer of the data parameters. Upon PEHP's receipt of a valid Business Associate Agreements between Employer and vendors, PEHP will begin to prepare the data reports to send to vendors .

D Notice to Employer – Address: 669 W. 200 S. SLC, UT 84101

A-4 Employer Portal –

The PEHP Employer Portal through the website pehp.org if available for Employers 24 hours per day, seven days a week at no additional administrative charge to Employer. PEHP may

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temporarily suspend PEHP Employer Portal access and services at its discretion for maintenance or other quality control issues.

Employer will use PEHP Employer Portal in a manner consistent with applicable laws. Employer is solely responsible for all use of Employer's PEHP Portal website account and for any violation of the terms of this section.

For purposes of this section, Employer's "use"

(a) means

(i) use by Employer's employees, agents or contractors;

(ii) use by Employer's employees, agents or contractors, who following their separation from employment or engagement from Employer were enabled by the use of Employer's signature obtained in their employment or engagement;

(iii) use by any person who obtains Employer's signature because of Employer's negligence; and

(iv) use by any person who obtains Employer's signature from any person described in (i), (ii) or (iii) above; and

(b) specifically excludes the unauthorized use of Employer's PEHP Employer Portal website account by any person who is not described in (a)(i) – (iv) above or who accesses or uses Employer's signature without authorization from Employer."

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

| | |
|---|---|
| **TO:** | Board of Trustees |
| **THROUGH:** | Jay Fox, Executive Director |
| **FROM:** | Kim Shanklin, Chief People Officer |
| **PRESENTER(S):** | Ann Green-Barton, Manager Total Rewards |

**TITLE:**

**Contract: Medical Insurance Services - Bargaining Unit Employees (Public Employers Health Plan)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve and authorize the Executive Director to execute the 5-year base contract and associated disbursements with Public Employers Health Plan (PEHP) for medical insurance services in the not to exceed amount of $50,000,000 over five years.

**BACKGROUND:**
This contract purchases medical insurance coverage for bargaining unit employees through Public Employers Health Plan (PEHP) for Utah Transit Authority (UTA).

**DISCUSSION:**
UTA offers medical insurance coverage through the Joint Insurance Trust managed by the Joint Insurance Committee (JIC). This committee consists of three UTA representatives, three Amalgamated Transit Union Local 382 representatives, and a one external representative selected by the two parties. The JIC traditionally selects two vendors to provide health insurance benefits through two vendors. The JIC conducted an RFP for medical insurance benefits. As a result of this process, the JIC selected Public Employers Health Plan (PEHP) as one of the vendor options to continue providing medical insurance benefits. This contract is for an initial five-year period from May 2022 through April 2027, with the option to extend the initial term for up to five additional years. The structure of this contract allows UTA to continue with PEHP as a provider beyond five years if UTA believes the terms, cost, and service are competitive. Staff will seek additional board approval of any option years beyond the initial five-year

base contract period.

Experience with PEHP has been positive overall from a customer service standpoint, rates have been competitive, and the network of providers allows employees a greater selection when seeking care.

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**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Public Employers Health Plan |
| **Contract Number:** | #21-03531BM |
| **Base Contract Effective Dates:** | May 1, 2022 through April 30, 2027 |
| **Extended Contract Dates:** | Pending future board approval |
| **Existing Contract Value:** | $0 |
| **Amendment Amount:** | $0 |
| **New/Total Contract Value:** | $50,000,000.00 |
| **Procurement Method:** | Request for Proposal (RFP) |
| **Budget Authority:** | Included in operating budgets |

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**ALTERNATIVES:**

Extend current contract or stop providing health insurance benefits

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**FISCAL IMPACT:**

Costs are included in the 2022 budget

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**ATTACHMENTS:**

Contract: Bargaining Unit Employees Medical Insurance (Public Employers Health Plan)

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# PROFESSIONAL SERVICES AGREEMENT

UTA CONTRACT #21-03531BM
Medical Insurance Services Bargaining

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY**,** a public transit district organized under the laws of the State of Utah ("UTA"), and Public Employees Health Program, a Salt Lake City based corporation ("Contractor ").

## RECITALS

WHEREAS, UTA desires to hire professional services for Medical Insurance Services for Bargaining Employees

WHEREAS, On December 2, 2021, UTA issued Request for Proposal Package Number 21-03531BM ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP**.**

WHEREAS, Upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.

WHEREAS, Contractor is qualified and willing to perform the Work as set forth in the Scope of Services.

## AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. **SERVICES TO BE PROVIDED**

   a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.

   b. Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

   c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.

   d. Contractor shall furnish only qualified personnel and materials necessary for the

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performance of the Work.

e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

## 2. MANAGEMENT OF WORK

a. Contractor 's Project Manager will be the day-to-day contact person for Contractor and will be responsible for all Work, as well as the coordination of such Work with UTA.

b. UTA's Project Manager will be the day-to-day contact person for UTA, and shall act as the liaison between UTA and Contractor with respect to the Work. UTA's Project Manager shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

## 3. PROGRESS OF WORK

a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.

c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.

d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.

f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.

g. If Contractor fails to promptly remedy rejected Work as provided in Section 4, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Contractor s or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor .

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4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial five year period expiring April 30, 2027. UTA may, at its sole election and in its sole discretion, extend the initial term for up to Five additional years option period, for a total Contract period not to exceed ten (10) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisions described in Exhibit A. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.

b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.

c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.

d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

6. **INCORPORATED DOCUMENTS**

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

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1. The terms and conditions of this Professional Services Supply Agreement (including any exhibits and attachments hereto).
2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services;
3. Contractor 's Proposal including, without limitation, all federal certifications (as applicable);

b. The above-referenced documents are made as fully a part of the Contract as if hereto

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments, PEHP's contracts take precedence.
2. UTA Terms and Conditions
3. UTA Solicitation Terms
4. Contractor 's Bid or Proposal including proposed terms or conditions

Any Contractor /contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

8. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Contractor 's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Contractor whole with respect to the impacts of such change.

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor 's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.

c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement

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set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Contractor must give UTA's Project Manager or designee written notice stating:

A. The date, circumstances, and source of the change; and

B. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Contractor must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Contractor becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Contractor 's failure to provide timely written notice as provided above shall constitute a waiver of Contractor 's rights with respect to such claim.

d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor 's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

## 9. INVOICING PROCEDURES

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
   i. Contractor Name
   ii. Unique Invoice Number
   iii. PO Number
   iv. Invoice Date
   v. Detailed Description of Charges
   vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

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## 10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Professional Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor , Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Contractor s, agent, officers, directors, employees, joint owners, affiliates and contractor s.

## 11. USE OF SUBCONTRACTOR S

a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor 's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractor s, such approval not to be withheld unreasonably.

b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

c. Contractor shall be solely responsible for making payments to subcontractor s, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.

d. Contractor shall be responsible for and direct all Work performed by subcontractor s.

e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

## 12. KEY PERSONNEL

Contractor shall provide the key personnel as indicated in Contractor 's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

**PEHP**
Joel Sheppard
Marketing Director PEHP Client Services
801-366-3940 Office
801-739-6915 Mobile
Joel.sheppard@pehp.org

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If the contractor changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages .

13. **SUSPENSION OF WORK**

a. UTA may, at any time, by written order to Contractor , require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.

c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Contractor 's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time, and modify this Contract by Change Order.

14. **TERMINATION**

a. **FOR CONVENIENCE**:

UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor . If the Contract is terminated for convenience, UTA shall pay Contractor : (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. **FOR DEFAULT:**

If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractor s or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Professional Services using other Contractor s or UTA's own forces, in which

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event Contractor shall be liable for all incremental costs so incurred by UTA;

2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

**CONTRACTOR 'S POST TERMINATION OBLIGATIONS:**

Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor 's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Professional Services furnished by Contractor prior to termination.

15. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of this Contract and/or Contractor 's compliance with this Contract. Records shall be retained by Contractor for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractor s utilized in the performance of the Work at any tier.

**16. FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate

mitigation of the breach for review and approval by UTA.

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a. It is hereby agreed that the following information is not considered to be confidential:
   A. Information already in the public domain.
   B. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
   C. Information developed by or in the custody of Contractor before entering into this Contract.
   D. Information developed by Contractor through its work with other clients; and
   E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

17. **PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor 's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

18. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractor s. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor , a subcontractor , anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor 's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

19. **INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor , his agents, representatives, employees or subcontractor s and Contractor is free to purchase additional insurance as may be determined necessary. Notwithstanding this Section, PEHP has provided a Certificate of Coverage which has been deemed sufficient coverage.

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A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate $4,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Each Occurrence $2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor ".

b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor , including automobiles owned, leased, hired or borrowed by the Contractor ".

3. Worker's Compensation and Employers' Liability

| | |
|---|---|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | $100,000 |
| Disease – Each Employee | $100,000 |
| Disease – Policy Limit | $500,000 |

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

b. This requirement shall not apply when a Contractor or subcontractor is exempt under UCA, AND when such Contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions

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defined in the Scope of Services of this contract.

| | |
|---|---|
| Each Claim | $1,000,000 |
| Annual Aggregate | $2,000,000 |

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor . Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor 's assessment of the exposure for this contract; for their own protection and the protection of UTA.
2. The Contractor 's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor 's insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to

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maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at insurancecerts@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

F. SUBCONTRACTOR S: Contractor s' certificate(s) shall include all subcontractor s as additional insureds under its policies or subcontractor s shall maintain separate insurance as determined by the Contractor , however, subcontractor 's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-Contractor s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractor s. Utah Transit Authority must be scheduled as an additional insured on any sub-Contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

20. **OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Contractor 's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor , either procure for UTA any necessary intellectual property rights, or modify Contractor 's services or deliverables such that the claimed infringement is eliminated.

b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractor s of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor or its subcontractor s of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Contractor , within ten (10) calendar days after receiving from UTA written notice of such

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lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor , Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

## 21. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Contractor is responsible to provide and pay the cost of all its employees' benefits.

## 22. PROHIBITED INTEREST

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Contractor in this Contract or the proceeds thereof without specific written authorization by UTA.

## 23. CLAIMS/DISPUTE RESOLUTION

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

| Level of Authority | Time Limit |
|---|---|
| UTA's Project Manager/Contractor 's Project Manager | Five calendar days |
| UTA's Director of Supply Chain/Contractor 's [SECOND LEVEL] | Five calendar days |

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| | | |
|---|---|---|
| UTA's Chief Financial Officer/Contractor 's | [THIRD LEVEL] | Five calendar days |

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

## 24. GOVERNING LAW

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in state courts in the State of Utah and Contractor consents to the jurisdiction of such courts.

## 25. ASSIGNMENT OF CONTRACT

Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void.

## 26. NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

## 27. NOTICES OR DEMANDS

a. Any formal notice or demand to be given by one party to the other shall be given in writing by one of the following methods: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. All such notices shall be addressed as follows:

If to UTA:

Utah Transit Authority

ATTN: Brian Motes

669 West 200 South

Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority

ATTN: Legal Counsel

669 West 200 South

Salt Lake City, UT 84101

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If to Contractor :
**PEHP, 560 East 200 South, Salt Lake City, Utah 84102**
Joel Sheppard PEHP Marketing Director
801-366-3940 Office
801-739-6915 Mobile
Joel.sheppard@pehp.org

b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for this Contract is Brian Motes, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

29. **INSURANCE COVEREAGE REQIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTOR S UNDER DESIGN AND CONSTRUCTION CONTRACTS**

a. The following requirements apply to the extent that the Contractor is providing design or construction services and (i) the initial value of this Contract is equal to or in excess of $2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed $2 million; (iii) Contractor has a subcontract at any tier that involves a sub-contractor that has an initial subcontract equal to or in excess of $1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed $1 million:
b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor 's employees and the employee's dependents during the duration of this Contract.
c. Contractor shall also demonstrate to UTA that subcontractor s meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5for the subcontractor 's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEYS FEES**

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If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

31. **NO THIRD PARTY BENEFICIARY**

The parties enter into this Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.

32. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

33. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

34. **TRAVEL COSTS**

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA .02.XX) and the U.S. General Services Administration (GSA) per diem rates

35. **SEVERABILITY**

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

36. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms

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or documents, and such standard forms or documents will not be considered written amendments of the Contract.

36. **AMENDMENTS**

Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.

37. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

38 .**SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.

| **UTAH TRANSIT AUTHORITY:** | **PEHP:** |
|---|---|
| By_____ | By |
| Name_____ | Name__Chet Loftis_____ |
| Title_____ | Title___PEHP Director_____ |
| Date_____ | Date___March 25, 2022___ |
| By_____ | By_____ |
| Name_____ | Name_____ |
| Title_____ | Title_____ |
| Date_____ | Date_____ |
| By_____ | |

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Name_____

Title_____

Date_____

DocuSigned by:
Michael L. Bell
70E33A415BA44E6...
Michael L. Bell
Utah Assistant Attorney General
3/28/2022

## Exhibit A

## Scope of Work

- Scope of service- Provide health insurance to UTA's benefit eligible employees as outlined in PEHP Group Agreement to this Contract and the terms of the insurance are included in the PEHP Master Policy.

- Duration- 5 years with the ability to extend year to year for additional 5 years

UTA reserves the right to terminate the contract with 60 days' notice. The terms and conditions are renewed or renegotiated on an annual basis.

Specific Terms. Specific terms shall be included in a yearly Supplemental Agreement to this Contract but shall stay within the above-established parameters.

PEHP Group Agreement is hereby attached and incorporated into this Exhibit A.

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# Exhibit B

## Pricing

- Price- Bargaining insurance premiums not to exceed $50,000,000
- Price- Admin insurance premiums not to exceed $40,000,000

Specific Pricing and Terms. Specific pricing, coverage and other relevant terms will be included in a yearly Supplemental Agreement to this Contract but shall stay within the overall NTEs stated above. The above price amounts are not to be considered a rate or premium cap. While neither PEHP nor UTA contemplate insurance premiums exceeding those amounts, if premiums were to unexpectedly exceed the amounts listed, UTA may terminate this Agreement in accordance with the terms listed.

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# Employer Health Insurance Agreement

Between UTA/ATU Joint Insurance Trust
and
Utah Retirement Systems Public Employees' Health Program
May 1, 2022 through April 30, 2023

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# SECTION 1 – INTRODUCTION

## 1.1 Contract

1.1.1 This Employer Health Insurance Agreement ("Agreement") is made and entered into, pursuant to Utah Code Annotated Title 49, Chapter 20, by and between __UTA/ATU Joint Insurance Trust____ ("Employer"), a body corporate and politic of the State of Utah, and the UTAH RETIREMENT SYSTEMS, by and through its Employer benefit and insurance division, the PUBLIC EMPLOYEES' HEALTH PROGRAM ("PEHP").

1.1.2 In exchange for Employer's payment of Rates, PEHP provides defined healthcare Benefits to Members. Any payment of Rates will constitute Employer's agreement to the terms of this Agreement, regardless of whether Employer has actually signed the Agreement.

1.1.3 NOW, THEREFORE, for and in consideration of the agreements and provisions hereinafter contained, the parties hereby agree and enter into this Agreement.

## 1.2 Scope of Agreement

1.2.1 PEHP will make available to Employer's Eligible Employees, , and Eligible dependents, the health and prescription drug plans listed in Appendix A. All terms, definitions, and conditions of the health and prescription drug plans are hereby incorporated into this Agreement.

1.2.2 Any and all other documents attached hereto are hereby made a part of this Agreement as fully as though detailed herein.

1.2.3 The parties acknowledge that for purposes of paying fees required by the Affordable Care Act, PEHP shall act as the plan sponsor of Employer's benefit plans. All programs and plans offered by PEHP are subject to change in order to adapt to the changes and trends in the health care industry. Further, the Benefits in this Agreement are not necessarily the benefits of the Employer's previous insurance carrier. This contract does not guarantee benefits payable under the previous carrier will be payable under PEHP.

1.2.4 No Member of PEHP has a vested right to any Benefits. Changes to the Agreement may be made without notification, consultation or the consent of Members. However, material mid-plan year changes to the Benefits must be made with approval of the Employer and with 60 days notice to the Members. The rights and interest of Members at any particular time depend on the Agreement terms in effect at that time.

1.2.5 PEHP may adopt reasonable policies, rules and procedures to help in the administration of the Agreement. Employer agrees to abide by all such reasonable policies, rules, and procedures that are not inconsistent with the Agreement.

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1.2.6 PEHP has discretion to determine Eligibility for Benefits and to interpret the terms and conditions of the Benefit plan(s). PEHP's determinations under this Section do not prohibit or prevent a Member from seeking an appeal of claims or an administrative review by following the appeals procedure established by the Master Policy and Utah Code Ann. § 49-11-613.

# SECTION 2 – ELIGIBILITY AND ENROLLMENT

### 2.1 Eligibility

2.1.1 PEHP shall provide coverage to those Eligible Employees and their Eligible Dependents in accordance with the terms of the Employer Eligibility Standard in Appendix B

2.1.2 In consultation with PEHP and within PEHP's stated Eligibility parameters, if Employer has 100 Subscribers or more, Employer shall decide which categories of Employees and Dependents are Eligible to become Members and establish related Eligibility requirements. Employer agrees to implement standards that are nondiscriminatory and is solely liable if any standards are determined to be discriminatory.

2.1.3 Employer has provided PEHP with its Eligibility standards. Employees returning from a leave of absence who have waived coverage due to the leave of absence are eligible to be reinstated to coverage on the first day of the month following their return to work.

2.1.4 Eligibility standards (including termination standards) determined by Employer must be reported to and approved by PEHP each plan year, at least ninety (90) days prior to the start of the plan year. **Employer shall inform PEHP of its eligibility standards on the PEHP Benefit Selection Form.** If Eligibility standards vary from plan year to plan year, PEHP may revise Rates correspondingly, in accordance with sound actuarial principles.

2.1.5 Employer may not change, extend, expand, or waive the Eligibility criteria without first obtaining the advance, written approval of an officer of PEHP. Eligibility standards may not be changed mid-plan year.

2.1.6 Employer's Eligibility parameters must meet PEHP's criteria which include the following:

- Eligible Employees with other coverage may waive coverage with the Employer under the Plan;
- At least 80% of Eligible individuals, who have not demonstrated proof of other coverage, must participate in the Plan, or, if Employer employs fewer than five (5) individuals, 100% of individuals must participate in the Plan;
- Independent contractors are not Eligible;

Only individuals who continuously satisfy the Eligibility criteria of the Agreement may be enrolled and continue as Members. Employer, Subscribers, and their Dependents are responsible for obtaining and submitting to PEHP evidence of Eligibility.

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2.1.7 Notwithstanding this Section 2, PEHP reserves the right to deny coverage to an otherwise Eligible Employee and/or their Eligible Dependent(s), in accordance with the PEHP Master Policy, if that individual commits fraud upon PEHP, forges prescriptions, commits criminal acts associated with coverage, misuses or abuses Benefits or breaches the conditions of the PEHP Master Policy. Notwithstanding any other provision of this Agreement, if such an individual retains Coverage with PEHP at the request of an Employer after a recommendation by PEHP to address either the fraud, criminal acts associated with coverage, or a breach of the PEHP Master Policy, Employer shall be solely and completely responsible for all claims incurred for this individual. In such a circumstance, the individual's claims shall be adjudicated separately from the Employer's experience, and no claims for this individual, either in specific or aggregate, shall be eligible for payment by PEHP reinsurance.

**2.2 Enrollment Requirements**

2.2.1 In order for an Eligible individual to receive Benefits, Employer must enroll the individual, PEHP must accept the individual as a Member, and Employer must pay the applicable Rates. Employer agrees to limit enrollment to Eligible Employees and their Dependents.

2.2.2 Any Employee who does not enroll in the Employer Plan during their first 30 days of any applicable waiting period or during a special enrollment period through Employer's enrollment system, will not be Eligible to enroll until the next annual enrollment period.

2.2.3 Except as otherwise provided in this Agreement, enrollment and enrollment changes for existing Employees and their Dependents may only be made during an open enrollment period.

2.2.4 PEHP shall allow for a special enrollment period for specific circumstances listed in Section 2.2.5. The terms governing special enrollment for PEHP are also contained in the Master Policy attached hereto as part of Exhibit A.

2.2.5 Employer must notify PEHP within 60 days whenever there is a change in a Member's family and or employment status that may affect Eligibility or enrollment. Family or employment status includes the following events:

a) Adoption of a child, birth of a child, or gaining legal guardianship of a child;
b) Child loses Dependent status;
c) Death;
d) Divorce;
e) Marriage
f) Involuntary loss of other coverage;
g) Member called to active military duty;
h) Member receives a Qualified Medical Child Support Order (QMCSO);
i) Reduction in employment hours;
j) Member takes, returns from, or does not return from a leave of absence; and
k) Termination of employment.

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2.2.6 If Employer fails to notify PEHP within 30 days of a Member's termination from employment or other family and/or employment change that results in the loss of a Member's Eligibility, Employer agrees to promptly pay PEHP any amounts paid as Benefits for such Member after the Member became ineligible and before PEHP was notified.

2.2.7 PEHP agrees to supply certification of creditable coverage to all terminated Subscribers and their Eligible Dependents losing coverage in accordance with federal law. The terms governing certification and disclosure are contained in the Master Policy attached hereto as part of Exhibit A.

2.2.8 Employer hereby agrees the Effective Date for new Employees is based upon the Employer's enrollment polices as stated on the Group Renewal Form.

2.2.9 PEHP will enroll Dependents as a result of a valid court order. Any requirement for the Plan to comply with court orders, including Qualified Medical Child Support Orders (QMCSOs) and/or Divorce Decrees is Employer's responsibility. When Employer directs PEHP to enroll an individual on the basis of a court order, PEHP reserves the right to review and confirm that the order is qualified.

2.2.10 PEHP may decline to enroll Employees, former Employees, or Dependents who do not satisfy the Eligibility criteria of the Agreement. Also, PEHP may initially decline to issue coverage if Employer fails to meet the minimum enrollment or minimum contribution requirements.

**2.3 Continuation of Coverage (COBRA / Mini-COBRA) and Conversion Coverage**

2.3.1 Employer's Members who lose coverage under a Plan made available by PEHP may be permitted to continue such Coverage in accordance with the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), or Utah mini-COBRA, Utah Code Ann. § 31A-22-722 (collectively, "Continuation Coverage").

2.3.2 Employer agrees to administer Continuation Coverage according to state and federal law.

2.3.3 PEHP and Employer agree that if this Agreement is terminated, Continuation Coverage with PEHP will terminate. Employer will be responsible for obtaining alternate coverage for those Members who are receiving Continuation Coverage.

2.3.4 PEHP agrees to bill and collect Rates from Members for Continuation Coverage.

2.3.5 PEHP agrees to provide COBRA Coverage for the minimum time and only to the minimum extent required by applicable state and federal law. PEHP will not provide Continuation Coverage if Employer or the Member fails to strictly comply with all applicable notice and other requirements and deadlines.

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# SECTION 3 – RESPONSIBILITIES OF EMPLOYER

### 3.1 In General

3.1.1 In addition to the responsibilities addressed throughout this Agreement, Employer agrees to the following responsibilities and obligations.

### 3.2 Rate Payments

3.2.1 Employer is responsible to collect and remit Rates to PEHP. By remitting Rates to PEHP, Employer certifies to PEHP that the Employer/Employee Rate share complies with the affordability standards of PPACA. Other than as required by state or federal law, nothing contained in this Agreement shall obligate the Employer to contribute any specific percentage of the contribution, nor to provide any specified credits for sick leave conversion, etc. to any Employee.

3.2.2 To the extent Employer requires its Employees to contribute to Rates, Employer agrees to collect those contributions from its Employees and remit the same to PEHP together with a copy of a remittance report. Such contributions and report will be submitted to PEHP monthly following the appropriate payroll dates. By remitting Rates, Employer certifies that all Employees meet the Eligibility requirements agreed upon under this Agreement.

3.2.3 Employer's obligation to pay the full Rates to PEHP is not contingent upon Employer's ability to collect any percentage of the Rates that Employer requires to be paid by Subscribers.

3.2.4 Rates will be considered late if received more than forty (40) days after the date of the corresponding invoice from PEHP.

3.2.5 Notwithstanding any other provision of this Agreement, if Employer is late in any required payment to PEHP, PEHP shall assess Employer a 5% penalty on late payments.

3.2.5 Notwithstanding any other provision of this Agreement, if Employer fails to pay a required invoice to PEHP within sixty (60) days after the date of the corresponding invoice from PEHP, PEHP shall immediately suspend payment of claims until payment is made in full; in such case, the Employer shall be responsible for any payment to Providers, including any late fees, as applicable; or immediately terminate this Agreement in accordance with Section 7.2.

### 3.3 Employment Verification and Status

3.3.1 To the extent Employer is responsible to determine Eligibility standards under this Agreement, Employer agrees to provide those standards to PEHP at least ninety (90) days prior to the start of the Plan Year, as provided in Section 2.1.

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3.3.2 Employer agrees to verify employment status and date of employment information contained in any new applications filed by Employees, and Employer agrees to inform PEHP of any change in Employee or Dependent status or of the termination of coverage of any Employee or Dependent, including any COBRA Qualifying Events, on a semi-monthly basis, in accordance with Section 2.4.

3.3.3 It is the responsibility of the Employer to obtain and maintain updated, accurate records specifying enrollment information, Member files, Eligibility information, Effective Dates, and Employee status information. Employer agrees, to the extent requested by PEHP, to provide PEHP with current and updated copies of all completed enrollment forms and other documentation as deemed necessary by PEHP.

3.3.4 Payment of Rates shall constitute Employer's certification that Employer and all its Members meet the Eligibility standards as outlined in Utah Code Annotated Title 49, Chapter 20, and as established under this Agreement.

**3.4 Compliance**

3.4.1 Employer is responsible for its own compliance with applicable laws, rules, and regulations, including requirements to provide information to Members about their coverage. This includes all applicable requirements under PHSA, HIPAA, PPACA, COBRA, and any other state and federal requirements that apply to the Plan.

3.4.2 Employer agrees to notify PEHP when Employer receives Medicare secondary payer information.

3.4.3 Employer shall distribute to Employees all forms, documents, and notices as required by law (i.e. Summary of Benefits and Coverage, Benefit Summaries). In accordance with Section 4.4, PEHP may assist Employer in the production of such forms, documents and notices. Employer maintains sole responsibility to ensure compliance with federal law.

**3.5 Miscellaneous**

3.5.1 Employer certifies it is a political subdivision of the State of Utah and that both Employer and its Eligible Employees qualify to participate with PEHP, and Employer agrees to notify PEHP prior to its losing Eligibility to participate with PEHP.

3.5.2 It is Employer's responsibility to provide Subscribers a 30-day written notice of the Agreement's termination.

3.5.3 Except as modified in this Agreement, Employer shall be responsible for all tax consequences or penalties resulting from participation in the PEHP plans or programs.

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# SECTION 4 – RESPONSIBILITIES OF PEHP

## 4.1 Plan Services

4.1.1 Employer hereby agrees that it is the sole responsibility and right of PEHP to contract with, negotiate policies, procedures, and plan provisions, in reference to physicians, hospitals, facilities, corporations, or other service Providers. PEHP agrees to establish and maintain its usual hospital and physician relations activities, Subscriber service activities, investigative and claim review procedures, legal review and defense services, and shall take all reasonable measures to prevent the allowance and payment of improper claims for Employer.

4.1.2 PEHP shall provide Employer with all administrative services provided by PEHP to its other policy holders. A monthly fee for administrative services shall be included in the Rate amount, on a Per Member Per Month ("PMPM") basis, at the Rate specified in Appendix A.

4.1.3 PEHP shall provide Reinsurance coverage as provided for in Section 5. PEHP will charge a monthly reinsurance fee, on a PMPM basis, at the Rate specified in Appendix A. The reinsurance fee is included in the Employer Rate.

4.1.4 At Employer's request, PEHP may facilitate an on site medical clinic for Employer's employees in accordance with the terms in Appendix B.

4.1.5 PEHP shall make available to Members an electronic enrollment process via the www.pehp.org website. PEHP shall also furnish to the Employer appropriate enrollment forms for distribution to new Eligible Employees. Upon receipt and processing of enrollment information, PEHP will distribute identification/prescription cards and Benefit brochures to Subscribers.

## 4.2 Reporting

4.2.1 These reporting provisions are subject to the confidentiality provisions of Section 6.

4.2.2 PEHP shall provide Employer with regular reports of the total amount paid to Providers in Employer's risk pool.

4.2.3 If Employer employs over 100 Subscribers, PEHP shall provide Employer with Employer-specific quarterly utilization reports. These Employers may request additional ad hoc reports as needed. However, to the extent that any specific requested reports may be unique and costly to produce, Employer agrees to pay PEHP the reasonable cost of assembling and preparing such additional information and reports, so long as the cost of any such report has been made available to Employer in advance and Employer has agreed in writing to pay such costs. PEHP may decline to produce reports if PEHP determines that doing so would violate state or federal law.

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4.2.4 If Employer employs over 100 Subscribers, Employer and/or its designated Business Associates, as defined by HIPAA, shall be entitled, upon written request from Employer, to receive a copy of individual data pertaining to Employer in accordance with Utah Code Ann. § 49-11-618 and applicable Board resolutions for the sole purpose of reviewing claims and utilization experience for individuals covered by the program. PEHP shall not provide diagnosis information unless specifically requested by Employer, and Employer has demonstrated to the satisfaction of PEHP that the individual diagnosis is essential to the review process, in which case, PEHP may require a separate release statement. Employer hereby agrees to never share or otherwise divulge this individual data to any other person or unit of government, unless subpoenaed by a court or governmental entity having proper jurisdictional authority. When requesting this data, Employer will designate an officer or employee responsible for receipt and custody of the data and hereby agrees to indemnify and hold PEHP harmless against any claims, loss, damage, injury or other liability resulting from the disclosure of confidential medical data by any officer or employee of Employer.

4.2.5 Subject to the foregoing provisions, PEHP may provide specialized or additional reports to Employer, at Employer's request. PEHP may charge a fee to Employer for such special reporting requests as negotiated between the parties.

**4.3 Record Retention and Review**

4.3.1 PEHP shall maintain, or cause to be maintained, records covering claims submitted to PEHP hereunder as well as payment disbursed by it. The records shall be maintained for the same period of time that PEHP retains like records in connection with its claims administration.

**4.4 Claims Payment, Customer Service and Appeals**

4.4.1 PEHP shall adjudicate claims within forty-five (45) days upon receipt of all information necessary to accurately make a claim determination pursuant to PEHP's policies and procedures. Necessary information to adjudicate claims shall include, but is not limited to, information regarding coordination of benefits ("COB") from the primary insurance carrier, if applicable.

4.4.2 PEHP shall notify Members of paid or rejected claims and the reason for the rejection through an explanation of benefits, which shall be sent within one (1) week of PEHP's adjudication of the claim.

4.4.3 PEHP shall advise and aid claimants in meeting requirements for additional information and proper completion of claim forms.

4.4.4 PEHP shall maintain customer service staff and telephone numbers to provide information and response to inquiries of Members regarding program coverage and Benefits as well as specific information concerning claims, such as: status of claim, date paid/denied, amount, and Provider.

4.4.5 PEHP shall provide a website with general Plan information, specific claims information, and cost tools for evaluating and finding Providers.

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4.4.6 PEHP shall discuss claims, where applicable, with physicians and other Providers of services.

4.4.7 PEHP shall obtain and furnish information, as necessary, regarding non-duplication of payment or COB.

4.4.8 PEHP will correct payment of claim errors for up to 12 months following the adjudication of a claim. For claims involving COB, PEHP will have up to 15 months following the adjudication of such claims to make adjustments. These time frames will not apply in instances where PEHP determines that the claims were paid due to fraud.

4.4.9 PEHP shall provide a claims adjudication and appeals process to resolve any disputes regarding Benefits under this Agreement. Members and Providers are required to cooperate with this process in any dispute with PEHP as outlined in the Master Policy attached in Appendix A.

4.4.10 PEHP shall provide additional Member Services, including Case Management, Disease Management, and Wellness Programs.

4.4.11 If Employer requests for correctly-paid claims to be reprocessed, Employer agrees to pay the administrative costs of reprocessing in accordance with PEHP's policies and procedures.

### 4.5 Information for Members

4.5.1 Employer, with cooperation from PEHP, shall produce any required forms or documents required by law to be distributed to Employees. Employer shall bear the responsibility to distribute such documents, in accordance with Section 3.4. PEHP may assist Employer with creation and production of documents, as specified in this Section.

4.5.2 PEHP shall assist Employer in its distribution by making available Plan-specific Benefits Summaries, Master Policies, Rates, forms and documents online at www.pehp.org, which will include the ability for Members to check status of claims and other information.

## SECTION 5 – FUNDING

### 5.1 Self-Funded Status

5.1.1 Employer acknowledges and agrees that through this Agreement Employer participates in a self-insured plan, and that plan is part of a self-insured risk pool. Employer maintains the financial risk associated with that plan and the risk pool. Such risk includes, but is not limited to claims expenses for covered Benefits and any interest required to be paid.

5.1.2 Risk pool reserves held by PEHP are owned by, returned to, and credited for interest earnings to Employer in accordance with Section 5.3 and Appendix A.

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**5.2 Establishment of Rates**

5.2.1 PEHP shall have sole discretion to determine Rates, which are set forth in Appendix A. The Rates will remain the same until the end of the plan year. However, upon notice to Employer, PEHP may reasonably modify the Rates mid-year if federal or state laws or regulations mandate an adjustment of Benefits under the Agreement, or if contingency reserves fall below the level required by the PEHP actuary.

5.2.2 It is understood and agreed that Appendix A outlines the Rates to be paid by Employer for the Plan(s) in which Employer participates during the current term. Rates include administrative fees and reinsurance fees as determined necessary by PEHP, and as listed in Appendix A. The PEHP rate setting process takes into account all of the health experience of the Employer, including but not limited to, the health experience of Employees, Dependents, Early Retirees, LTD Participants, and other Members covered under active, early retiree, and/or COBRA Coverage.

5.2.3 It is further understood and agreed that PEHP will provide notice to Employer of estimated regular Rate changes ninety (90) days prior to the end of the contract term, with the Rate change to be effective on the date of renewal of the plan year.

5.2.4 Notice of Rate increases relating to Medicare Supplement programs offered by PEHP will be provided by PEHP unless Medicare benefits change information has not yet been made available to PEHP by the Medicare authorities. All changes will become effective on January 1 of each year.

**5.3 Reserves**

5.3.1 Pursuant to Utah Code Annotated § 49-20-301, PEHP plans "shall be maintained on a financially and actuarially sound basis by payments from covered employers and covered individuals." Utah Code Annotated § 49-20-402(1) provides, "The reserves in a risk pool in a given fiscal year shall be maintained at the level recommended by the program's consulting actuary and approved or ratified by the Board. If the reserves drop below that level, covered employers in the risk pool are required to cure any deficiency in the reserve."

5.3.2 PEHP shall provide Employer with reserve recommendations from its consulting actuary upon request from Employer. PEHP shall provide Employer with financial statements regarding the level of reserves in Employer's risk pool.

5.3.3 If the reserves in Employer's risk pool drop below the recommendation of the consulting actuary, Employer shall be responsible to pay the difference (or the pro-rata difference if Employer is in a multi-Employer risk pool) to PEHP within fifteen (15) days following the request. In the case of a deficit in reserves, Employer agrees to pay PEHP interest of 1% per month for each month after the end of the month in which Employer maintains a deficit.

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5.3.4 PEHP, upon recommendation of its consulting actuary, shall determine when “substantial excess reserves” have been accrued in accordance with Utah Code Annotated § 49-20-402. In such a case, and upon Board approval, PEHP shall refund reserves to Employer (on a pro-rata basis if Employer is in a multi-Employer risk pool) in a manner approved by the Board.

**5.4 Claims Reinsurance**

5.4.1 All Employers participating in PEHP health plans shall participate in a self-funded PEHP Reinsurance Risk Pool governed by the Utah State Retirement Board (the "Board"), as described in Appendix A.

5.4.2 The reinsurance fee associated with the PEHP Reinsurance Risk Pool is included within the Employer’s Rate and includes both a specific stop loss and aggregate reinsurance cost. The Reinsurance fee is set forth in Appendix A. Reinsurance fees are not self-insured, and the Employer shall have no recourse to recover any of these amounts paid.

**5.5 Administrative Costs**

5.5.1 Employer is responsible to pay its share of administrative costs on a PMPM basis. The administrative fee is included in the Employer Rate, according to the schedule in Appendix A. Administrative fees are not self-insured, and Employer shall have no recourse to recover any of these amounts paid.

## SECTION 6 – CONFIDENTIALITY

**6.1 HIPAA.** The parties agree that the acts, duties and obligations required by this Agreement shall be performed in compliance with the Privacy and Security Rules as promulgated under HIPAA.

**6.2 Utah Law.** Employer understands that under Utah Code Annotated § 49-11-618, “All data in the possession of [PEHP] is confidential, and may not be divulged by [PEHP] except as permitted by board action.” Employer acknowledges and agrees that this Agreement is subject to this rule of confidentiality.

**6.3 Definition of Data.** For the purpose of this Agreement, "data" means any information pertaining to Employer’s participation with PEHP, Plan Rates, this Agreement, PEHP or its business practices, or the personal health information (as defined by federal law) of any individual participating in the Plan administered by PEHP.

## SECTION 7 – TERM AND TERMINATION

**7.1 Term of Agreement**

7.1.1 Unless sooner terminated as herein provided, this Agreement shall be effective for a one year term and pertain to claims incurred during the period May 1, 2022 through April 30, 2023.

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7.1.2 This Agreement shall be renewed automatically for one year terms unless Employer notifies PEHP of its intent to terminate as provided herein.

**7.2 Termination**

7.2.1 This Agreement, and coverage for all Members under this Agreement, can terminate for the reasons listed below.

7.2.2 This Agreement may be terminated by Employer by providing PEHP with written notice prior to the Employer's open enrollment period for the next one year term. PEHP will not accept retroactive termination dates.

7.2.3 PEHP may immediately terminate Employer's coverage upon written notice if PEHP determines that Employer is in breach of this Agreement. The following circumstances constitute a breach:

a. Employer fails to pay the required Rates in accordance with this Agreement;
b. Partial payment will be treated as nonpayment unless PEHP, at its sole discretion, indicates otherwise in writing;
c. Employer performs an act or practice that constitutes fraud or makes an intentional misrepresentation of material fact under the terms of the coverage;
d. Employer's status changes to an entity that is not a political subdivision of the State of Utah;
e. Employer's membership in an entity through which this Agreement was made available ceases; or
f. Employer fails to satisfy the minimum Employer participation requirements in Section 2.1.6 of this Agreement.

7.2.4 Employer agrees that if proper written notice of termination is not given within the designated time parameters, a penalty of up to one percent (1%) of total annual Rate may be assessed on Employer at the sole discretion of PEHP.

7.2.5 It is Employer's responsibility to provide Subscribers a 30-day written notice of the Agreement's termination. PEHP will provide a sample notice upon request.

7.2.6 Upon termination or expiration of this Agreement, PEHP shall continue to process and pay claims for services obtained or charges incurred by Employer's Members prior to the date of termination or expiration of this Agreement for a period of 12 months after the date of termination ("Run-Out Period"). PEHP shall not pay for Services obtained or charges incurred after the date of termination, regardless of when a condition arose and despite care or treatment anticipated or already in progress.

7.2.7 If Employer breaches this Agreement in accordance with Section 7.2.3 of this Agreement, which results in termination of this Agreement, PEHP shall pay no further claims, regardless of the date incurred. Employer shall be responsible for any such claims. Employer shall be responsible to pay

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PEHP for all reinsurance and administrative costs due prior to the date of termination, regardless of any other provision in this Agreement.

7.2.8 Upon termination of this Agreement, Employer shall be responsible for any deficits in the risk pool as determined by PEHP.

## SECTION 8 – GENERAL TERMS

**8.1 Interpretation.** The attached Appendices are complementary to this Agreement and what is called for by any one of them shall be binding as if called for by all. In the event of any inconsistency between the provisions of the Agreement and the documents accompanying this Agreement, the inconsistency shall be resolved by giving precedence first to the Appendices and then to this Agreement. This Agreement will be interpreted and enforced according to the laws and regulations of the State of Utah and any applicable federal laws or regulations. If an inconsistency exists between the Agreement and any applicable law, this Agreement will be construed to include the minimum requirements of the applicable law.

**8.2 Indemnification.** PEHP agrees to indemnify Employer from and against any claims or other liability, including attorney fees, based upon PEHP's failure to comply with its obligations under the Agreement. Employer agrees to indemnify PEHP from and against any claims or other liability, including attorney fees, based upon Employer's failure to comply with its obligations under the Agreement.

**8.3 Amendment and Assignment.** As benefits under this Agreement may be modified from year to year, this Agreement may be modified or amended unilaterally by PEHP within 30 days prior to a new plan year by providing Employer with written notice of the Amendment. If Employer objects to any unilateral amendments, Employer shall inform PEHP in writing to its objection within 30 days of receipt of the amendment. At all other times of the plan year, and for all other amendments or modifications to this Agreement, this Agreement shall be amended only by a written instrument executed by duly authorized officers of the parties hereto. This Agreement may not be assigned by either party without the written consent of the other party.

**8.4 Default.** If either party defaults in the performance of this Agreement or any of its obligations hereunder, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing the Agreement or from pursuing any remedy provided hereunder.

**8.5 Force Majeure.** Neither party will be responsible for a delay in performing its obligations under the Agreement due to circumstances reasonably beyond its control, such as natural disaster, epidemic, riot, war, terrorism, or nuclear release.

**8.6 Dispute Resolution.** This Agreement is entered into in the State of Utah and shall be governed by the laws of said state, notwithstanding any conflicts of laws principles. Any dispute arising out of this

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Agreement will be subject to the exclusive jurisdiction of the administrative hearing process found in Utah Code Annotated § 49-11-613.

**8.7 Conflict of Interest.** PEHP represents that it has not knowingly influenced, and hereby promises that it will not knowingly influence, an Employer officer or employee, or former Employer officer or employee, to breach any ethical standards applicable to Employer. Employer represents that it has not knowingly influenced, and hereby promises that it will not knowingly influence any PEHP officer or employee or former PEHP officer or employee to breach any ethical standard applicable to PEHP.

**8.8 Severance.** In the event any portion of this Agreement is determined to be unconstitutional, unlawful or otherwise unenforceable in the State of Utah, only the unconstitutional portion of the Agreement will be severed and the remaining portion of the Agreement will continue in effect and be binding on the Parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the Agreement.

**8.9 Notice.**

8.9.1 Any notice required herein of PEHP shall be addressed to Employer at the address listed in Appendix A, and when required of Employer, shall be addressed to PEHP, Marketing Department, Public Employees' Health Program, 560 East 200 South, Salt Lake City, Utah 84102-2004, or kurt.murray@pehp.org (or current Marketing Manager).

8.9.2 All required notices shall be sent by at least first class mail or electronic mail.

8.9.3 Any notice PEHP is required to send will be sufficient if:

a. For notice to Employer, notice is sent to the address listed in Appendix A;
b. For notice to a Subscriber, notice is sent to the address PEHP has on record; and
c. For notice to a Dependent, notice is sent to the Subscriber.

8.9.4 Any notice Employer is required to send will be sufficient if sent to the address listed above.

**8.10 Waiver.** Failure by either party to insist upon strict compliance with any part of this Agreement or with any procedure or requirement will not result in a waiver of its right to insist upon strict compliance in any other situation.

**8.11 Workers' Compensation Insurance.** The Agreement does not provide or replace workers' compensation coverage for Employer's Employees. Employment-related injuries are not covered under the Agreement.

**8.12 Relationship of the Parties.** This Agreement is a contract for services and does not create an agency relationship. Employer does not have the authority to act as PEHP's agent. PEHP is not Employer's agent for any purpose.

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# SECTION 9 – DEFINITIONS

**9.0 In General.** This Agreement contains certain defined terms that are capitalized in the text and described in this Section. Words that are not defined have their usual meaning in everyday language.

**9.1 Adult Designee.** If Employer accepts Adult Designees as Dependents, the qualifications agreed upon by Employer and PEHP will be included in Appendix A.

**9.2 Agreement.** This Employer Health Insurance Agreement, including the Employer Application and all other documents expressly referred to and incorporated by reference.

**9.3 Benefit(s).** The payments and privileges to which Members are entitled by this Agreement.

**9.4 Continuation or COBRA Coverage.** Coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and/or coverage allowed under Utah Code Annotated § 31A-22-722 (Mini-COBRA).

**9.5 Conversion Coverage.** Coverage provided under Utah Code Annotated § 31A-22-723.

**9.6 Dependent(s).** An Employee's lawful spouse (or Adult Designee if allowed by Employer) and any child who meets the Eligibility criteria under this Agreement.

**9.7 Effective Date.** The date on which coverage for a Member begins.

**9.8 Employee.** An individual employed by Employer.

**9.9 Employer Plan (or "Plan(s)").** The group health and/or other Benefit plan(s) elected and sponsored by Employer under this Agreement and attached in Appendix A.

**9.10 Eligible, Eligibility.** The criteria or standards, established by Employer and/or PEHP under this Agreement and Appendix A, in order to participate in a PEHP health plan.

**9.11 HIPAA.** The Health Insurance Portability and Accountability Act found at 45 C.F.R. §§ 160 and 164, as amended.

**9.12 Master Policy.** The document(s), considered part of this Agreement, which describe(s) the terms and conditions of the health insurance Benefits with PEHP, including the Benefit Summary, and which is available online at the address listed in Appendix A, or by request.

**9.13 Member.** As defined in the Master Policy attached in Appendix A, a Subscriber, including an Employee, Early Retiree, LTD Participant, COBRA Participant, Conversion Coverage Participant, and any Dependent, when properly enrolled in the Plan and accepted by PEHP.

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**9.14 PHSA.** The Public Health Service Act of 1944, codified in United States Code, Title 42, as amended.

**9.15 PPACA.** The Patient Protection and Affordable Care Act, Pub. L. No. 111-148, as amended, including the Health Care Education Reconciliation Act of 2010, Pub. L. No. 111-152, as amended.

**9.16 Provider.** A vendor of healthcare Services as defined in the Master Policy.

**9.17 Rate(s).** The amount paid periodically by Employer and/or Subscribers to PEHP as consideration for providing Benefits under the Plan. The Contribution rate is specified in Appendix A.

**9.18 Service(s).** Services provided by a Provider, including medical practices or care, treatment, tests, supplies, equipment, devices, or drugs.

**9.19 Subscriber.** An Employee that enrolls with PEHP, as defined in the Master Policy.

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# SECTION 10 – SIGNATURE PAGE

EXECUTED this 22nd day of March 2022.

UTAH RETIREMENT SYSTEMS
PUBLIC EMPLOYEES HEALTH PROGRAM

By_____
Chet Loftis
Director, Public Employees Health Program

EXECUTED this _____day of _____, 20__.

[Employer Name]

By _____
[UTA/ATU Joint Insurance Trust]
[Title]

By _____
[Name]
[Title]

By _____
[Name]
[Title]

DocuSigned by:
Michael L. Bell
70E33A415BA44F6...
Michael L. Bell

Utah Assistant Attorney General

3/28/2022

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# APPENDIX A

**Plan Year:** May 1, 2022 to April 30, 2023

A-1 Benefits

**A Employer Plans/Programs**

Master Policy & Benefit Grid – members can access at www.pehp.org or on Employer's website. Benefit Grids are attached.
Summary of Benefits & Coverage (SBC) – members can access at www.pehp.org or on Employer's website.
Provider Directory - Provider directories for the Employer plans are found online at www.pehp.org. Provider directories are subject to change without notice. PEHP shall make reasonable efforts, as determined by PEHP, to inform Employer and Members if a material disruption shall occur to provider networks during the term of this Agreement.

Wellness Programs
PEHP offers the Healthy Utah wellness program for Employer. If Employer elects to offer additional wellness programs to employees, Employer shall be solely responsible for any federal law compliance related to such additional program, included taxability of rebates and tracking applicable wellness limits for employees.

By participating in PEHP's Healthy Utah wellness program, Employer understands that PEHP will provide incentives and rebates to Member in conjunction with that program. PEHP will withhold taxes from those rebates in accordance with federal law requirements. These Member incentives are paid as claims from the Local Governments Risk Pool.

In addition to Member incentives, PEHP Healthy Utah may also incentivize Employers to encourage worksite wellness programs and activities through mini-grants and work well-being awards. These employer incentives are provided by PEHP through PEHP's administrative costs, and not funded through the Local Governments Risk Pool reserves. While PEHP makes every effort to ensure these Employer incentives comply with Utah and federal law, Employer maintains sole responsibility regarding the appropriation and disbursement of these funds, and PEHP shall maintain no liability regarding these funds once provided to the Employer.

Legal Guardianship
Employer has elected to allow children under guardianship to remain covered by PEHP between ages 19-26 like natural born children. In order to continue enrollment, the guardian child must have been enrolled on the Employer's coverage prior to being 18 years of age and otherwise have met the qualifications for coverage as a guardian

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child. PEHP shall inform the Employer if a guardian child over the age of 19 has enrolled with PEHP on the monthly bill to Employer. The Employer understands that it may need to impute income to the employee if the guardian child does not qualify as a tax dependent under federal law. Employer acknowledges that it shall be solely liable for any tax consequences related to coverage of a guardian child over the age of 19, and that PEHP maintains no responsibility of any kind for any taxes which may be owed as a result of this coverage.

LTD Premium Waiver or Stipend

Employer has elected not to provide this benefit.

**B Vesting Standards for LGRP**

1. Employer hereby acknowledges that it participates in the Local Governments Risk Pool ("LGRP") sponsored by PEHP, which is a multi-employer self-funded risk pool. Participation in the LGRP requires meeting PEHP's vesting requirement, which include:
    a. An Employer is vested with PEHP when either:
        i. the Employer provides two years of specific plan benefits and claims costs to PEHP to appropriately determine rates; or
        ii. the Employer continuously participates with PEHP in the LGRP for three years.
    b. If an Employer is vested with PEHP, the Employer may terminate this agreement with no further obligation to LGRP. At the time of termination, the Employer shall not receive any LGRP reserve funds, and shall not pay any deficits incurred or paid by Employer to LGRP.
    c. If Employer is not vested with PEHP and terminates this Agreement before becoming vested, Employer will immediately pay PEHP for any deficits incurred during its participation with LGRP. Deficits mean the difference between claims paid by PEHP, including administrative costs, and the rates paid by Employer, including all Employer allocated investment earnings or deficits. Deficits shall be solely determined by PEHP. Any calculations regarding deficits will include Employer's claims presented and paid by PEHP over the 12 months following Employer's termination of this Agreement.
    d. Any surpluses attributable to the Employer (when rates exceed premiums), whether vested or non-vested, will remain with PEHP for the benefit of the Employers participating in the LGRP.

2. Employer IS deemed vested by PEHP.

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**C Reinsurance**

1. Each Employer shall participate in the PEHP Reinsurance Risk Pool and pay the applicable fees for such services. Reinsurance fees are included in the Employer's Rate, as outlined in Appendix Section A-2. The PEHP Reinsurance Risk Pool covers for the Employer:
   a. Medical and pharmacy claims eligible under this Agreement and the Master Policy, according to the following limits and subject to the exclusions herein;
   b. Large claims exceeding $100,000 annually, calculated on an incurred in 12 months and paid in 15 months basis (specific stop loss coverage);
   c. Aggregate risk pool claims that total between 120% to 135% of expected risk pool claims (aggregate stop loss coverage); and
   d. Other purposes that PEHP and the Board may approve.

2. The PEHP Reinsurance Risk Pool specifically excludes coverage for any claims incurred:
   a. Outside of the eligibility standards of this agreement or the Master Policy;
   b. For benefits not specifically covered by the Master Policy;
   c. That are excluded by PEHP's commercial reinsurance carrier;
   d. By an Employee or Eligible Dependent who has committed fraud, criminal acts, or other breach of the Master Policy, as described in Section 2.1.7 of this Agreement; or
   e. That are approved by Employer for processing and payment, despite being ineligible for payment under this Agreement, the Master Policy or the Employer plan benefit documents that have been approved by PEHP.

3. If the Employer approves claims or benefits not covered by this Agreement or the Master Policy, the Employer shall be responsible for all claims expenses associated with such charges. Notwithstanding any other provision of this Agreement, PEHP shall have no liability to pay any claims, benefits or make other payments that are not specifically stated in this Agreement or the Master Policy.

4. PEHP shall evaluate claims and pay reinsurance amounts on a monthly basis. PEHP shall pay claims which are paid under the Employer's plan year in accordance with the PEHP Master Policy.

**D. IRS Reporting**

1. Employer has determined to calculate and file ACA reports as required by federal law.

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A-2 Rates

| Summit Exclusive Traditional | SINGLE | DOUBLE | FAMILY |
|---|---|---|---|
| | $654.03 | $1,612.98 | $2,289.31 |

A-3 Additional Terms

A Following termination of this Agreement, PEHP shall pay claims incurred prior to termination of this Agreement for 12 months.

B Conflict of Interest – Employer acknowledges that PEHP is a public employer, and that no employee or officer is related to any employee or officer of PEHP within two degrees of consanguinity except as has been previously disclosed to PEHP.

C Additional Reporting Requests - PEHP shall provide regular reports to Employer as described in the Agreement. PEHP may provide additional reports to Employer as negotiated between Employer and PEHP. If such additional reports are agreed upon and authorized by PEHP, Employer agrees to pay PEHP the reasonable costs of producing such reports at the rate of $20/hour and $.10/page for printed reports. In accordance with Section 4.2.4, PEHP may provide personal health information of Employees or Dependents to another Covered Entity at the written request of the Employer as allowed by HIPAA. PEHP may provide personal health information of Employees or Dependents to Employer's Business Associates at Employer's written request in accordance with Section 4.2.4 of this Agreement.

Notwithstanding the payment schedule above, Employer has requested and PEHP has agreed to provide identifiable claims data to Employer's medical data warehouse vendors for health care and on-site clinic predictive modeling and utilization review. Such data shall be provided on a monthly basis by the 5th day of each month for the previous month. For such reports, vendor shall provide specific data parameters to PEHP at least 30 days prior to the first report being provided. PEHP shall notify Employer of the data parameters. Upon PEHP's receipt of a valid Business Associate Agreements between Employer and vendors, PEHP will begin to prepare the data reports to send to vendors .

D Notice to Employer – Address: 669 W. 200 S. SLC, UT 84101

A-4 Employer Portal

The PEHP Employer Portal through the website pehp.org if available for Employers 24 hours per day, seven days a week at no additional administrative charge to Employer. PEHP may

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temporarily suspend PEHP Employer Portal access and services at its discretion for maintenance or other quality control issues.

Employer will use PEHP Employer Portal in a manner consistent with applicable laws. Employer is solely responsible for all use of Employer's PEHP Portal website account and for any violation of the terms of this section.

For purposes of this section, Employer's "use"

(a) means

(i) use by Employer's employees, agents or contractors;

(ii) use by Employer's employees, agents or contractors, who following their separation from employment or engagement from Employer were enabled by the use of Employer's signature obtained in their employment or engagement;

(iii) use by any person who obtains Employer's signature because of Employer's negligence; and

(iv) use by any person who obtains Employer's signature from any person described in (i), (ii) or (iii) above; and

(b) specifically excludes the unauthorized use of Employer's PEHP Employer Portal website account by any person who is not described in (a)(i) – (iv) above or who accesses or uses Employer's signature without authorization from Employer."

## Appendix B

The Effective Date is the first day of the month following the Employer Waiting Period. Employees classified as Operators have a 30-day orientation period. Upon completion of the orientation period, the Employer Waiting Period begins and lasts for 30 days.

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

| | |
|---|---|
| **TO:** | Board of Trustees |
| **THROUGH:** | Jay Fox, Executive Director |
| **FROM:** | Mary DeLoretto, Chief Service Development Officer |
| **PRESENTER(S):** | Jared Scarbrough, Acting Director of Capital Construction |

**TITLE:**

**Change Order: Traction Power Sub Station (TPSS) Rehabilitation Change Order #004 - Additional DC Breakers (C3M Power Systems)**

**AGENDA ITEM TYPE:**
Procurement Contract/Change Order

**RECOMMENDATION:**
Approve change order #004 to the TPSS Rehabilitation Contract with C3M Power Systems, LLC and authorize the Executive Director to execute the change order and associated disbursements in the amount of $2,694,731.

**BACKGROUND:**
UTA has an existing contact with C3M Power Systems to design and rehabilitate UTA's power substations. This contract was awarded to C3M and approved by the board on June 23, 2021. The substantial completion date of the base contract is February 28, 2025.

**DISCUSSION:**
UTA requests two (2) additional DC breakers for each of nine (9) substations to enhance future light rail operations. The addition of two DC breakers will allow better main line operations during contingency operations, allowing for more localized sectionalization and better maintenance access. This update includes the additional DC breakers, hardware, design, and additional fabrication incorporated into the base C3M TPSS Rehabilitation Contract.

The nine substations include:
1. SRD1 (Delta Center)

2. SRT2 (300 South)
3. SRN3 (900 South)
4. SRB4 (Burton)
5. SRH5 (Huslers)
6. SRW6 (Walton)
7. SRC7 (Central)
8. SRH8 (Murry)
9. SRP9 (Pallas)

The original scope of work prescribed that all nineteen Impulse substations would have the existing two DC breakers replaced. However, UTA and C3M found that the existing layouts could allow for the addition two DC breakers. This was also true for those substations scheduled to receive a larger sized transformer (note: the larger transformer is not anticipated to affect the electrical ratings of the breakers; however, this scope includes engineering to verify breaker ratings with the larger transformer). This change order will extend the contract end date by 42 days. The new substantial completion date will be April 11, 2025.

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | C3M Power Systems, LLC |
| **Contract Number:** | 20-03378VW-4 |
| **Base Contract Effective Dates:** | June 24, 2021 through February 28, 2025 |
| **Extended Contract Dates:** | April 11, 2025 |
| **Existing Contract Value:** | $38,160,092 |
| **Amendment Amount:** | $2,694,731 |
| **New/Total Amount Contract Value:** | $40,854,823 |
| **Procurement Method:** | RFP Best Value |
| **Funding Sources:** | 2022 SGR397 Budget |

**ALTERNATIVES:**

The “Do Nothing Alternative” will prevent UTA from modernizing the OT Network and gaining benefits from the TDx 3.0 upgrade.

**FISCAL IMPACT:**

This budget is included in the 2022 Capital Program, under SGR397.

**ATTACHMENTS:**

1) Change Order

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**Utah Transit Authority**
669 West 200 South
Salt Lake City, Utah 84101
Phone: (801) 741-8885
Fax: (801) 741-8892

# CHANGE ORDER

No. **4**

TITLE: Two (2) Additional DC Breakers

DATE: 3/18/2022

PROJECT/CODE: SGR397 - TPSS Component Replacement

This is a change order to CONTRACT No: 20-03378VW

TO: C3M

ATTN: Salvador Benitez

DESCRIPTION OF CHANGE: Brief scope, references to scope defining documents such as RFIs, submittals, specified drawings, exhibits, etc.

UTA requests two (2) additional DC breakers for each of nine (9) substations to enhance future light rail operations. The addition of two (2) DC breakers will allow better main line operations during contingency operations, allowing for more localized sectionalization and better maintenance access. This update includes the additional DC breakers, hardware, design, and additional fabrication incorporated into the base C3M TPSS Rehabilitation Contract.

The nine substations include:
1. SRD1 (Delta Center)
2. SRT2 (300 South)
3. SRN3 (900 South)
4. SRB4 (Burton)
5. SRH5 (Huslers)
6. SRW6 (Walton)
7. SRC7 (Central)
8. SRH8 (Murry)
9. SRP9 (Pallas)

The original scope of work prescribed that all nineteen (19) Impulse substations would have the existing two (2) DC breakers replaced. However, UTA and C3M found that the existing layouts could allow for the addition two DC breakers. This was also true for those substations scheduled to receive a larger sized transformer (note: the larger transformer is not anticipated to affect the electrical ratings of the breakers; however, this scope includes engineering to verify breaker ratings with the larger transformer).

Change Order Total: $2,694,731

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 __X__ NO _____

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**

| | |
|---|---|
| Lump Sum: | $2,694,731 |
| Unit Cost: | - |
| Cost Plus: | - |
| T&M NTE: | - |
| **Total:** | **$2,694,731** |

**Contract**

| | |
|---|---|
| Original Contract Sum: | $38,077,408 |
| Net Change by Previously Authorized Changes: | $82,684 |
| **Previous Project Total:** | **$38,160,092** |
| Net Change This Change Order: | $2,694,731 |
| **Current Project Total:** | **$40,854,823** |

**Schedule**

| | |
|---|---|
| Final Completion Date Prior to This Change: | 2/28/2025 |
| **Contract Time Change This Change Order (Calendar Days):** | **42** |
| Final Completion Date as of This Change Order: | 4/11/2025 |

ACCEPTED:
By: DocuSigned by: Salvador Benitez
Date: 3/24/2022

**Salvador Benitez**
C3M

By: _____
Date: _____

**Jared Scarbrough**
Project Manager <$25,000

By: _____
Date: _____

**Dave Hancock**
Director of Capital Construction <$75,000

By: _____
Date: _____

**Mary DeLoretto**
Chief Service Development Officer <$100,000

By: _____
Date: _____

**Vicki Woodward**
Procurement

By: DocuSigned by: Mike Bell
Date: 3/24/2022

**Michael Bell**
Legal Review

By: _____
Date: _____

**Jay Fox**
Executive Director >$200,000

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# Change Order Summary Worksheet

**Previously Authorized Changes**

**Contract 20-03378VW C3M**

| Change Order No | Date | Amount of CO | Running Contract Total | Subject |
|---|---|---|---|---|
| Original Contract | | | $38,077,408 | |
| 1 | 7/9/2021 | $0 | $38,077,408 | Amendment #1 |
| 2 | 8/20/2021 | $0 | $38,077,408 | Amendment #2 |
| 3 | 3/18/2022 | $82,684 | $38,160,092 | One Click and Trip (Impulse) |
| **Total to Date** | | **$ $82,684** | | |

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# C3M Power Systems Change Proposal

Utah Transit Authority
669 West 200 South
Salt Lake City, UT, 84101

2/11/2022

ATTN: Jared Scarbrough

21036M1 UTA SOGR TPSS REHAB
C3M Contract #20-03378 CCN #8100001

SUBJECT: 2 Additional DC Feeder Breakers

REFERENCE: Utah Transit Authority Construction Change Directive

Dear Mr. Jared Scarbrough:

We are pleased to provide the proposal to furnish and install the necessary electrical work in accordance with the above reference(s) in addition to our electrical contract price for the sum of **$2,694,731.16**. Please see the accompanying documentation to substantiate this proposal.

Regarding the project construction schedule, this additional work will require an extension of time of **42** calendar days. Our costs associated with our request for time extension are included in our proposal. Costs associated with preparing modification of the contract schedule program are excluded from our quotation.

We need to be advised that the proposed change will proceed or has been cancelled in order for us to coordinate our electrical installation with the work of other trades. We will be pleased to proceed with this work upon receipt of your change order in the above amount.

Sincerely,

Salvador Benitez Jr
Senior Project Manager
salvador.benitezjr@c3mpowersystems.com

C3M Power Systems,LLC
1030 Hampton Park Boulevard, Suite 200
Capitol Heights, Maryland , 20743
240-319-2322

**ORIGINAL**

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# C3M POWER SYSTEMS CHANGE PROPOSAL

| | |
|---|---|
| **CCN#** | **8100001** |
| **Date:** | 2/11/2022 |
| **Project Name:** | 21036M1 UTA SOGR TPSS REHAB |
| **Project Number:** | 21036M1 UTA SOGR TPSS REHAB |

**Work Description**

## Our Scope Includes the Following:

·The implementation of (2) Additional DC Feeder Breakers into the design for 9 Traction Power Substations.
·The procurement, handling, additional rigging, and installation of (2) Additional DC Feeder Breaker Line Ups at (9) Traction Power Substations at **SRP9 Pallas, SRM8 Murray, SRC7 Central, SRW6 Walton, SRH5 Huslers, SRB4 Burton, SRN3 900 South, SRT2 300 S, SRD1 Delta**
·Transfer Trip Configuration at (10) Substations **SRP9 Pallas, SRM8 Murray, SRC7 Central, SRW6 Walton, SRH5 Huslers, SRB4 Burton, SRN3 900 South, SRT2 300 S, SRD1 Delta, and SRA10 Atwoods**, including adjacent (6) Siemens substations **I-Hub, AP1, E1, YRY2, SH1, WV1 West Valley 1**. The reconfiguration includes hardware and components, relays, and control wiring to perform the reconfiguration of the adjacent substations. Testing of the configuration of what was implemented.
·Additional field and integrated Testing for the two additional DC Feeder Breakers at all (9) Traction Power Substations. **SRP9 Pallas, SRM8 Murray, SRC7 Central, SRW6 Walton, SRH5 Huslers, SRB4 Burton, SRN3 900 South, SRT2 300 S, SRD1 Delta**
·UTA would need to define which breakers need to feed which track (i.e. Evens=North, Odds=South, or could be FDR 1 and 2 Feed North, FDR 3 and 4 Feed South) etc. during the development of the design packages.
·Conduit Configuration from Pad Mounted Disconnect to Positive Feeder Manhole or TPSS as required. Includes the addition of (2) additional conduits between Positive Feeder Manhole and Newly Installed Pad Mounted Disconnect for a total of (4) Spare Conduits.
·SRD1 - Delta Center requires low voltage conduits to be brought into the existing pad mounted disconnects. It also requires the spare feeder conduits known as Duct Bank D3 to be excavated, located, and routed into the existing Pad Mounted Disconnects. Currently these conduits are located just outside the pad mounted disconnects and will have to be located and rerouted into the existing pad mounted disconnect. Timeline for the scope includes (1) Day for locating conduits, (1) for exposing conduits, (1) day for rerouting conduits to existing pad mounted disconnect, (1) day for concrete encasement and curing, (1) day for backfill and cleanup.
·42 Additional Days Required. Include Additional days for installation of added DC Feeder Cubicles, Additional days for Cable installation, terminations, and testing of added control wiring from the Supervisory Control Cabinet to the new DC Feeder Breakers. Additional time for Field Testing of added DC Breakers. See Schedule Anaylsis for details of each added or increased activity.

## Our Scope Excludes the Following:

· All existing conduits will be utilized and tied into the associated manhole or existing disconnect foundation as shown in underground layout design.
·Replacement of the Positive Feeder Cables for the replacement DC Feeder Breakers 172-1 and 172-2 is contractual scope. Any additional cable to be replaced will be determined after the condition assessments and will be part of Option #002 Feeder Cable Replacement if executed by UTA.
·Testing of the existing SCADA that has not been upgraded in the adjacent substations. Testing will only be performed on those indications and inputs that have been incorporated for the transfer trip reconfiguration. .
·The Battery System includes the battery calculations for the inclusion of (2) additional DC Feeder Breakers per substation, battery charger, batteries (as needed), and racks. Battery system upgrades are part of the Provisional Sum items and to be utilized in all substations being upgraded. This has now been removed from this proposal and will be tracked through the Provisional Sum Agreements. The total amount removed from estimate is $40K per substation for Battery System Upgrade.
·The placement of the dielectric floor will be part of the provisional sum agreements and installed as shown in the contract drawings.
·Modification to the HVAC caused by the addition of the two new DC feeder cubicles will be part of the Provisional Sum

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# C3M POWER SYSTEMS CHANGE PROPOSAL

**CCN#** **8100001**
**Date:** 2/11/2022
**Project Name:** 21036M1 UTA SOGR TPSS REHAB
**Project Number:** 21036M1 UTA SOGR TPSS REHAB

agreements.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within **90** days from the date of receipt.
We request a time extension of **42** days.
We will supply and install all materials, labor, and equipment as per your instructions on **CCN# 8100001.**

## Itemized Breakdown

| Description | Qty | Total Mat. | Total Hrs. |
|---|---|---|---|
| DC Gear Testing/Support | 18 | 0.00 | 360.00 |
| Labels & ID's Allowance | 17 | 0.00 | 68.00 |
| Continuity of Service | 18 | 3,600.00 | 144.00 |
| Two Section DC Switchgear | 9 | 5,850.00 | 360.00 |
| Grounding of Equipment | 18 | 1,350.00 | 45.00 |
| Removal & Reinstallation of Rear Doors | 18 | 7,200.00 | 432.00 |
| Test & Connect Cables | 288 | 0.00 | 720.00 |
| Reconfiguration of Adjacent Subs | 6 | 0.00 | 144.00 |
| Additional Conduit in 10way Duct Bank | 300 | 441.00 | 45.00 |
| Conduit Install & Config. Delta | 1 | 1,500.00 | 48.00 |
| Cutting, Patching & Fireproofing | 18 | 7,200.00 | 72.00 |
| Conduit Work from Trough to Gear | 18 | 3,600.00 | 72.00 |
| SCADA CONTROL CABLING | 9,720 | 2,332.80 | 97.20 |
| **Totals** | **10,449** | **33,073.80** | **2,607.20** |

## Summary

| | | |
|---|---|---|
| General Materials | | 33,073.80 |
| Quoted Materials | | 15,000.00 |
| Material Tax | (@ 10.000 %) | 4,807.38 |
| **Total Material** | | **52,881.18** |
| GENERAL FOREMAN | | 22,925.11 |
| FOREMAN | | 32,033.36 |
| JOURNEYMAN | | 98,460.91 |
| APPRENTICE 4YR | | 49,230.45 |
| **Total Labor** | | **202,649.83** |
| **Field Office and Expenses** | | |
| Field Office | (2,607.20 @ 0.00 @ $0.08 + 6.000 % + 0.000 % + 0.000 %) | 221.09 |
| Project Executive | (0.25 @ 7.00 @ $1,276.08 + 0.000 % + 0.000 % + 0.000 %) | 2,233.14 |
| Sr. Project Manager | (2.00 @ 7.00 @ $984.08 + 0.000 % + 0.000 % + 0.000 %) | 13,777.12 |
| Project Engineer - C3M | (3.50 @ 7.00 @ $745.76 + 0.000 % + 0.000 % + 0.000 %) | 18,271.12 |

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# C3M POWER SYSTEMS CHANGE PROPOSAL

**CCN#** **8100001**
**Date:** 2/11/2022
**Project Name:** 21036M1 UTA SOGR TPSS REHAB
**Project Number:** 21036M1 UTA SOGR TPSS REHAB

## Summary (Cont'd)

| | | |
|---|---|---|
| Project Engineer - Wasatch | (1.50 @ 7.00 @ $745.76 + 0.000 % + 0.000 % + 0.000 %) | 7,830.48 |
| Administrative Assistant | (2.50 @ 7.00 @ $346.08 + 0.000 % + 0.000 % + 0.000 %) | 6,056.40 |
| Superintendent | (3.00 @ 7.00 @ $1,137.28 + 0.000 % + 0.000 % + 0.000 %) | 23,882.88 |
| Safety Officer | (1.00 @ 7.00 @ $715.28 + 0.000 % + 0.000 % + 0.000 %) | 5,006.96 |
| QC Manager | (1.00 @ 7.00 @ $528.00 + 0.000 % + 0.000 % + 0.000 %) | 3,696.00 |
| Warehouseman | (3.50 @ 7.00 @ $607.68 + 0.000 % + 0.000 % + 0.000 %) | 14,888.16 |
| Warehouse/Prefab Shop | (1.00 @ 2.00 @ $10,263.93 + 0.000 % + 0.000 % + 0.000 %) | 20,527.86 |
| 10% DIRECT LABOR & FRINGES | (202,649.83 @ 0.00 @ $0.10 + 0.000 % + 0.000 % + 0.000 %) | 20,264.98 |
| 5% SMALL TOOLS @ DIRECT LABOR | (2,607.20 @ 0.05 @ $47.71 + 0.000 % + 0.000 % + 0.000 %) | 6,219.48 |
| 10% DIRECT MATERIALS | (33,073.80 @ 0.00 @ $0.10 + 0.000 % + 0.000 % + 0.000 %) | 3,307.38 |
| **Total Field Office and Expenses** | | **146,183.05** |
| FOREMAN TRUCK RENTAL - MONTHLY | (1.00 @ 2.00 @ $2,940.00 + 10.000 % + 0.000 % + 0.000 %) | 6,468.00 |
| Rental Equipment and Tools | (2,607.20 @ 0.00 @ $2.25 + 0.000 % + 0.000 % + 0.000 %) | 5,866.20 |
| Expendable Tools | (2,607.20 @ 0.00 @ $0.35 + 0.000 % + 0.000 % + 0.000 %) | 912.52 |
| JOB SITE PICKUP TRUCK | (2.00 @ 2.00 @ $2,940.00 + 0.000 % + 0.000 % + 0.000 %) | 11,760.00 |
| STAKE BODY TRUCK | (0.50 @ 2.00 @ $2,000.00 + 0.000 % + 0.000 % + 0.000 %) | 2,000.00 |
| Fuel for Equipment | (2,176.06 @ 2.00 @ $4.00 + 0.000 % + 0.000 % + 0.000 %) | 17,408.48 |
| Equipment Maintenance | (3.00 @ 2.00 @ $250.00 + 0.000 % + 0.000 % + 0.000 %) | 1,500.00 |
| **Total Equipment** | | **45,915.20** |
| Markup | (@ 15.000 %) | 67,144.39 |
| **Total Markups** | | **67,144.39** |
| **SUBCONTRACTORS** | | |
| STV - 4 DC Breaker Design | ($246,127.00 + 0.000 % + 0.000 % + 5.000 %) | 258,433.35 |
| Balfour Beatty - 4 DC Breaker | ($1,642,302.00 + 0.000 % + 0.000 % + 5.000 %) | 1,724,417.10 |
| IRH RIgging & Storing | ($113,033.63 + 0.000 % + 0.000 % + 5.000 %) | 118,685.31 |
| **Total Subcontractors** | | **2,101,535.76** |
| P&P Bond | (@ 0.879 %) | 22,997.36 |
| Warranty/Guarantee | (@ 2.000 %) | 52,786.14 |
| Limited Liability | (@ 0.098 %) | 2,638.25 |
| **Subtotal** | | **2,694,731.16** |
| **Final Amount** | | **$2,694,731.16** |

**ORIGINAL**

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# C3M POWER SYSTEMS CHANGE PROPOSAL

| | |
|---|---|
| **CCN#** | **8100001** |
| **Date:** | 2/11/2022 |
| **Project Name:** | 21036M1 UTA SOGR TPSS REHAB |
| **Project Number:** | 21036M1 UTA SOGR TPSS REHAB |

## CLIENT ACCEPTANCE

**CCN #** **8100001**
**Final Amount:** **$2,694,731.16**

**Name:** _____

**Date:** _____

**Signature:** _____

**Change Order #:** _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

**ORIGINAL**

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**Balfour Beatty**

# REQUEST FOR CHANGE (RFC)

| BBII Project/SO Reference | 3461 | RFC# | 01 |
|---|---|---|---|

**Project Information**

| Project Title | Contract No. | Date of this RFC |
|---|---|---|
| UTA STATE OF GOOD REPAIR TPSS REHABILITATION | 4300001382 (21036M1) | January 12, 2022 |

| | |
|---|---|
| To: SALVADOR BENITEZ, JR | C3M POWER SYSTEMS LLC<br>BETHESDA, MARYLAND 20814 |
| From MATHEW P. HANSON | BALFOUR BEATTY - TRACTION POWER GROUP<br>GOLDSBORO, NC 27530 |

**Change Information**

Change Description

**Two (2) Additional DC Breakers at the following Nine (9) substations:** **$ 1,642,302.00**

1. SRD1 (Delta Center)
2. SRT2 (300 South)
3. SRN3 (900 South)
4. SRB4 (Burton)
5. SRH5 (Huslers)
6. SRW6 (Walton)
7. SRC7 (Central)
8. SRH8 (Murry)
9. SRP9 (Pallas)

This proposal is for work outside of the original specification and the project's original scope of work. See scope letter attached for additional detail.

Current and cumulative effect of this change order:

| | | |
|---|---|---|
| Original Contract Value | $ | 8,393,520.00 |
| Previous Change Orders | $ | - |
| Amount of this Change Order | $ | 1,642,302.00 |
| Current Contract Value | $ | 10,035,822.00 |

**Change Justification (check all that apply)**

| | | |
|---|---|---|
| ☐ Safety | ☐ Design Scope Change or Error | ☐ Reliability |
| ☐ Operability | ☐ Construction Scope Change or Error | ☐ Additional work items |
| ☐ Maintainability | ☐ Eligible for backcharge | ☑ Other |

**Reimbursement Type** ☐ T&M ☐ T&M NTE ☑ LS ☐ Other/To be calculated

**Schedule Impact**

| Will Change Affect the Overall Completion Date? | ☐ YES ☑ NO | Proposed New Overall Completion Date | |
|---|---|---|---|

This RFC is:

☐ APPROVED ☐ REJECTED

Comments:

**SIGNATURES OF APPROVAL:**

Supplier: BALFOUR BEATTY - Traction Power Group — MATHEW P. HANSON

Contractor: C3M POWER SYSTEMS LLC — SALVADOR BENITEZ, JR

**BBR Internal Distribution**

☑ Project Manager ☐ Quality Assurance

☐ Other _____ ☑ Accounting

Form No. FIN-001
Revision Date 11/11/14

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# REQUEST FOR CHANGE (RFC)

**Balfour Beatty**

| BBII Project/SO Referen | 3461 | RFC# | 01 |
|---|---|---|---|

**Project Information**

**Change Information Detail**

Change Description

| Line | Description | | | Amount |
|---|---|---|---|---|
| 1 | Materials/Suppliers/Shipping | | | $ 1,307,309.00 |
| 2 | Design Labor - PM, PE, CAD, SOF | 625 hours | | $ 100,000.00 |
| 2 | Production Labor - FAB, WELD, ASM, QA | 2160 hours | | $ 216,000.00 |
| 3 | Insurance | | | $ 18,993.00 |
| 4 | | Subtotal | | $ 1,642,302.00 |
| 5 | | Sales Tax | 0.0% | $ - |
| 6 | | Total | | $ 1,642,302.00 |

Total for this change order $ 1,642,302.00

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January 18, 2022 STV-C3M-LTR-0004

C3M Power Systems LLC
1030 Hampton Park Blvd, Suite 200
Capitol Heights, MD 20743
Attn: Salvador Benitez Jr., Project Manager

Re: UTA Potential Change Order 005 – Two (2) Additional DC Breakers
Contract#: 20-03378VW

Dear Mr. Benitez:

We have completed the review of the reference UTA Potential Change Order 005 – Two (2) Additional DC Breakers for nine (9) TPSS. In accordance with Article 4.2.2 of our Design Services Agreement (DSA) between C3M Power Systems and STV Incorporated, STV is submitting the price in the amount of $246,127 to perform the design work identified by UTA.

STV design services include the design modifications to incorporate the two (2) additional breakers at the nine locations identified by UTA in PCO-05, which will include updating the schematics, equipment room layouts, sites plans, conduit and cable schedules to accommodate the additional breakers.

The exclusions, assumptions, and clarifications of Exhibit A – Scope of Services of the DSA shall apply.

STV reserves the right to evaluate the schedule impact based upon execution of the PCO.

Please feel free to contact me if you have any questions.

Sincerely,
STV Incorporated

Ja-Mie Luey, P.E. Vice President
Authorized Representative

cc: Eric Root STV Incorporated

DocuSign Envelope ID: 1BE62385-8DDE-4B18-B3B3-348D0FDE6233

# Quote Summary

## Prepared For

## C3M POWER SYSTEMS LLC

| | | | | | |
|---|---|---|---|---|---|
| ***Contact:*** | Rogelio Rivera | ***Quoted By:*** | Robert Dedman | | |
| ***Phone Number:*** | 240-972-1821 | ***Fax number:*** | | | |
| ***Job Address:*** | Tracks Line - UTA Rail, Salt Lake City Utah | | | | |
| ***Billing Address:*** | 1030 Hampton Park Boulevard, Suite 200, Capitol Heights, Maryland 20743 | | | | |
| ***Customer PO:*** | | ***Bid Number:*** | 00194-22 | ***Version:*** | 1 |

***On behalf of Intermountain Rigging and Heavy Haul, I would like to thank you for accepting our solicitation for this project. IRH proposes to provide labor, tool, and equipment to complete the following work as described:***

UTA TPSS Rehab Rigging DC Breakers CO1
Adder: Receive 2) additional breakers at the IRH warehouse for 9) separate locations, load onto IRH trailers and deliver to site. Unload and place as instructed.
Locations: SRP9 Pallas, SRM8 Murray, SRC7 Central, SRW6 Walton, SRH5 Huslers, SRB4 Burton, SRN3 900 South, SRT2 300 S, SRD1 Delta

.

| | |
|---|---|
| Receive 18 additional 20K DC Switch Gear at the IRH warehouse and deliver to site at the time of installation. | $17,920.00 |
| . | |
| SRP9 Pallas,<br>Unloading and Placement<br>2- DC Switch Gear 20K | $10,128.00 |
| . | |
| SRM8 Murray,<br>Unloading and Placement<br>2- DC Switch Gear 20K | $10,128.00 |
| . | |
| SRC7 Central,<br>Unloading and Placement<br>2- DC Switch Gear 20K | $10,128.00 |
| . | |
| SRW6 Walton,<br>Unloading and Placement<br>2- DC Switch Gear 20K | $10,128.00 |
| . | |
| . | |
| SRH5 Huslers,<br>Unloading and Placement<br>2- DC Switch Gear 20K | $10,128.00 |
| . | |
| SRB4 Burton,<br>Unloading and Placement<br>2- DC Switch Gear 20K | $10,128.00 |
| . | |



**IRH**
P.O. Box 27163 Salt Lake City, Utah 84127-0163
Tel: (801) 972-5581 (800) 786-7864
Fax: (801) 974-0834 (800) 334-2[illegible]

| | |
|---|---|
| SRN3 900 South,<br>Unloading and Placement<br>2- DC Switch Gear 20K<br>. | $10,128.00 |
| SRT2 300 S,<br>Unloading and Placement<br>2- DC Switch Gear 20K<br>. | $10,128.00 |
| SRD1 Delta.<br>Unloading and Placement<br>2- DC Switch Gear 20K<br>. | $10,128.00 |
| 21. P&P Bond<br>. | $1,963.00 |

**Clarifications:**

- Others to Provide the Following:
  Free and clear access to all work areas
  All electrical disconnects and reconnects
  All mechanical disconnects and reconnects
  Handling of any hazardous waste
  Handling of all items not listed in the above work scope
- Note: We reserve the right to charge additional for delays by others beyond our control.
- IRH is excluding leveling and anchoring of equipment at this time but will provide as needed on a time and materials basis.

| | |
|---|---|
| **Labor:** | **$51,746.98** |
| **Storage & P&P Bond:** | **$1,998.33** |
| **Crane Service:** | **$32,067.00** |
| **Equipment:** | **$27,221.32** |
| **Grand Total:** | **$113,033.63** |

**TERMS AND CONDITIONS:**

Customer assumes all responsibility for floor and all surfaces of the work area used to support machinery, materials and equipment either to be moved or used to perform the work. At Customer's request. IRH will consult with Customer about loads and stress to such surfaces. However, any damage resulting from failure of floor, driveway, parking lot, or any other surface, whether to the surface itself, equipment, tools, utilities, personnel, items being moved, or property nearby is the responsibility of the Customer.

All charges are due upon presentation of invoice, unless specified otherwise by written contract. All Invoices are subject to a 1.5% per month finance charge if unpaid within 30 days from date of invoice. Customer agrees to pay all collection costs, including attorneys fees, if required to collect this matter. 2 hours minimum charge Monday through Friday. 4 Hours minimum charges weekends and holidays. Saturday work is subject to a $20.00/man hour surcharge. Sunday and holiday work is subject to a $25.00/man hour surcharge. All materials and subcontractors are subject to a surcharge. Customer assumes all storage risks. IRH does not insure and is not responsible for stored items unless prior arrangements are made.

***Approved By:*** ***P.O. #:***

*Please sign and return upon approval*



**IRH**
P.O. Box 27163 Salt Lake City, Utah 84127-0163
Tel: (801) 972-5581 (800) 786-7864
Fax: (801) 974-0834 (800) 334-2466

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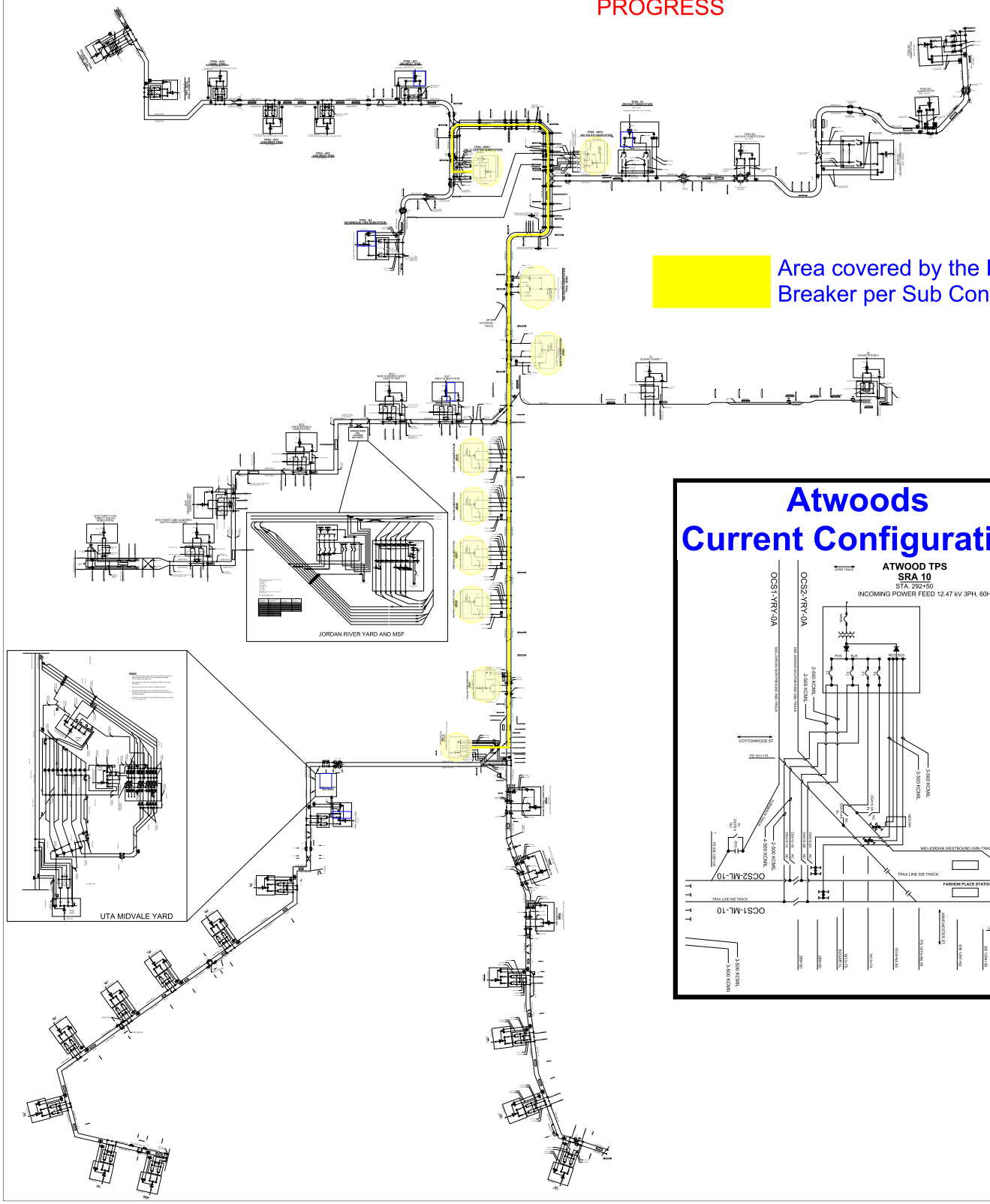
# Existing UTA TPSS/OCS
# Two (2) Breaker Configuration

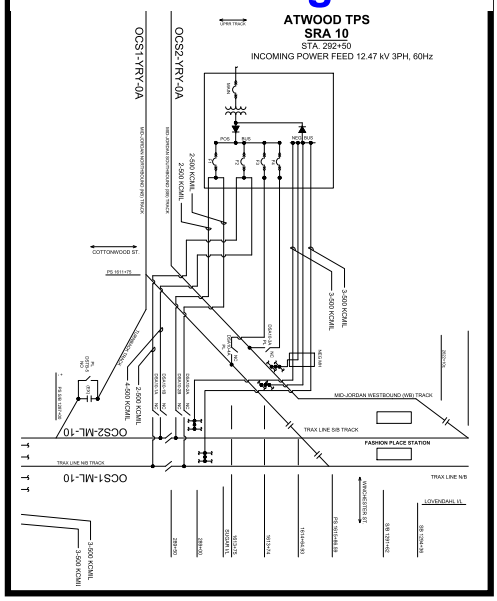
UTA OCS SECTIONALIZATION MAP

DRAFT - WORK IN PROGRESS




Area covered by the Four (4) DC Breaker per Sub Configuration

## Atwoods
## Current Configuration



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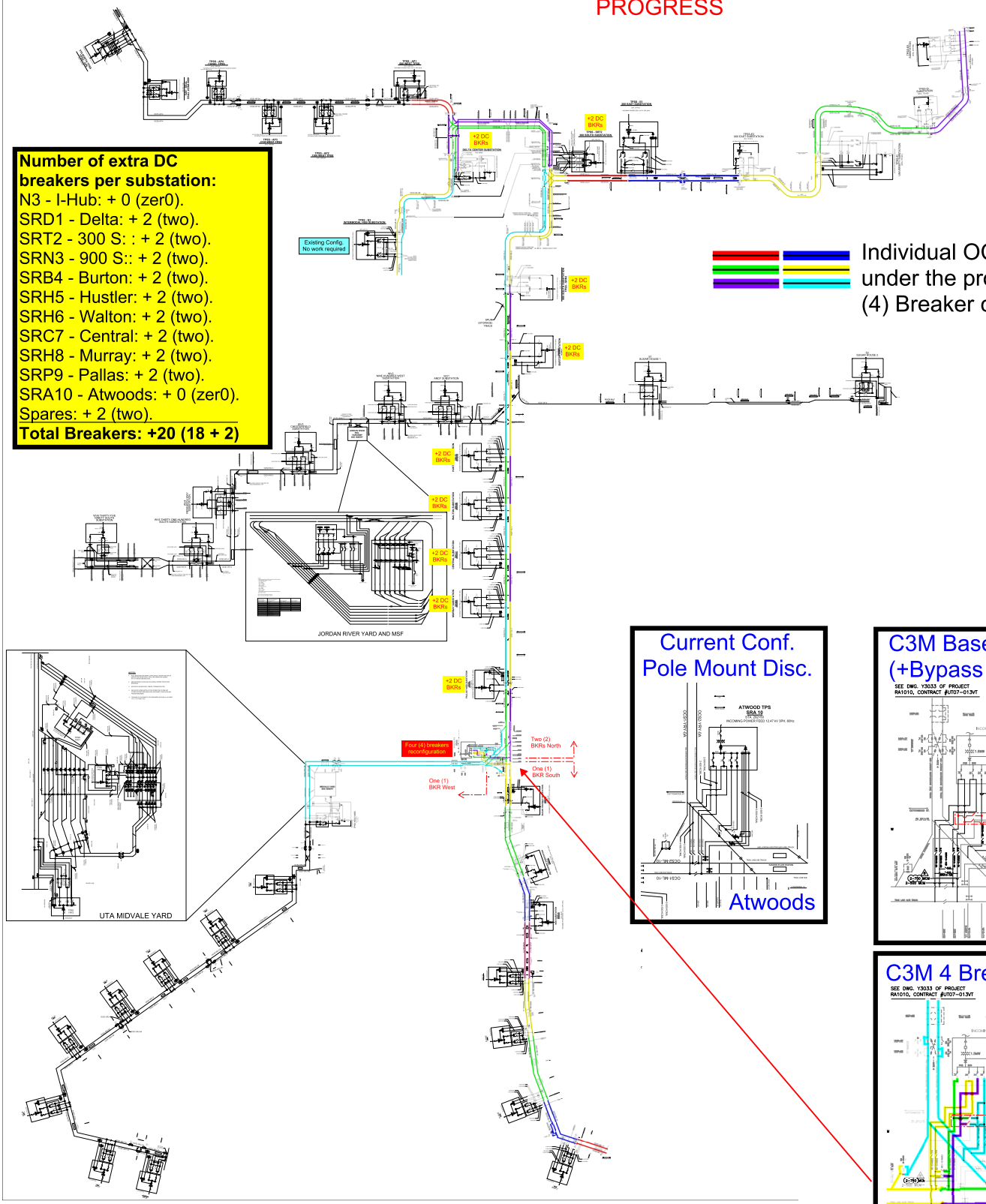
# Proposed UTA TPSS/OCS Four (4) Breaker Configuration (Please zoom in on the TPSSs)

UTA OCS SECTIONALIZATION MAP

DRAFT - WORK IN PROGRESS

**Number of extra DC breakers per substation:**
N3 - I-Hub: + 0 (zer0).
SRD1 - Delta: + 2 (two).
SRT2 - 300 S: : + 2 (two).
SRN3 - 900 S:: + 2 (two).
SRB4 - Burton: + 2 (two).
SRH5 - Hustler: + 2 (two).
SRH6 - Walton: + 2 (two).
SRC7 - Central: + 2 (two).
SRH8 - Murray: + 2 (two).
SRP9 - Pallas: + 2 (two).
SRA10 - Atwoods: + 0 (zer0).
Spares: + 2 (two).
**Total Breakers: +20 (18 + 2)**

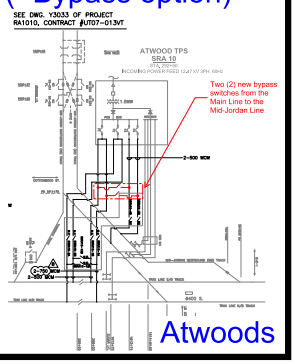



Individual OCS Sections under the proposed Four (4) Breaker configuration

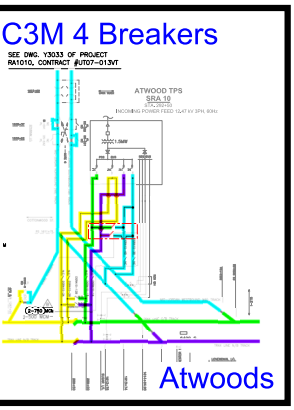
Current Conf. Pole Mount Disc.




C3M Base Scope (+Bypass option)




C3M 4 Breakers



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# Atwoods. Proposed Reconfiguration. Cable Routing.

NOTES:

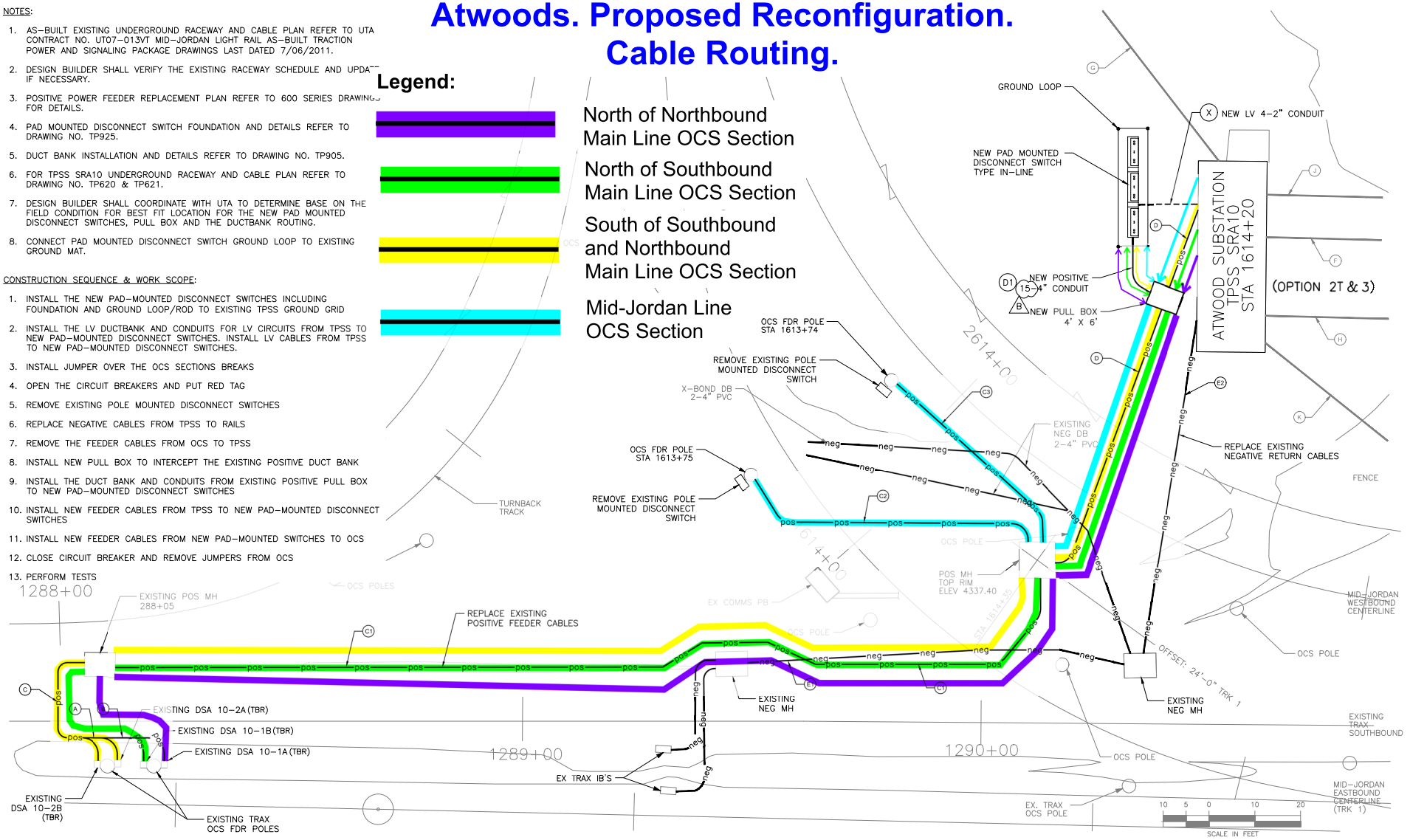
1. AS-BUILT EXISTING UNDERGROUND RACEWAY AND CABLE PLAN REFER TO UTA CONTRACT NO. UT07-013VT MID-JORDAN LIGHT RAIL AS-BUILT TRACTION POWER AND SIGNALING PACKAGE DRAWINGS LAST DATED 7/06/2011.
2. DESIGN BUILDER SHALL VERIFY THE EXISTING RACEWAY SCHEDULE AND UPDATE IF NECESSARY.
3. POSITIVE POWER FEEDER REPLACEMENT PLAN REFER TO 600 SERIES DRAWINGS FOR DETAILS.
4. PAD MOUNTED DISCONNECT SWITCH FOUNDATION AND DETAILS REFER TO DRAWING NO. TP925.
5. DUCT BANK INSTALLATION AND DETAILS REFER TO DRAWING NO. TP905.
6. FOR TPSS SRA10 UNDERGROUND RACEWAY AND CABLE PLAN REFER TO DRAWING NO. TP620 & TP621.
7. DESIGN BUILDER SHALL COORDINATE WITH UTA TO DETERMINE BASE ON THE FIELD CONDITION FOR BEST FIT LOCATION FOR THE NEW PAD MOUNTED DISCONNECT SWITCHES, PULL BOX AND THE DUCTBANK ROUTING.
8. CONNECT PAD MOUNTED DISCONNECT SWITCH GROUND LOOP TO EXISTING GROUND MAT.

CONSTRUCTION SEQUENCE & WORK SCOPE:

1. INSTALL THE NEW PAD-MOUNTED DISCONNECT SWITCHES INCLUDING FOUNDATION AND GROUND LOOP/ROD TO EXISTING TPSS GROUND GRID
2. INSTALL THE LV DUCTBANK AND CONDUITS FOR LV CIRCUITS FROM TPSS TO NEW PAD-MOUNTED DISCONNECT SWITCHES. INSTALL LV CABLES FROM TPSS TO NEW PAD-MOUNTED DISCONNECT SWITCHES.
3. INSTALL JUMPER OVER THE OCS SECTIONS BREAKS
4. OPEN THE CIRCUIT BREAKERS AND PUT RED TAG
5. REMOVE EXISTING POLE MOUNTED DISCONNECT SWITCHES
6. REPLACE NEGATIVE CABLES FROM TPSS TO RAILS
7. REMOVE THE FEEDER CABLES FROM OCS TO TPSS
8. INSTALL NEW PULL BOX TO INTERCEPT THE EXISTING POSITIVE DUCT BANK
9. INSTALL THE DUCT BANK AND CONDUITS FROM EXISTING POSITIVE PULL BOX TO NEW PAD-MOUNTED DISCONNECT SWITCHES
10. INSTALL NEW FEEDER CABLES FROM TPSS TO NEW PAD-MOUNTED DISCONNECT SWITCHES
11. INSTALL NEW FEEDER CABLES FROM NEW PAD-MOUNTED SWITCHES TO OCS
12. CLOSE CIRCUIT BREAKER AND REMOVE JUMPERS FROM OCS
13. PERFORM TESTS

**Legend:**

- North of Northbound Main Line OCS Section
- North of Southbound Main Line OCS Section
- South of Southbound and Northbound Main Line OCS Section
- Mid-Jordan Line OCS Section




| REV | DATE | Description |
|---|---|---|
| B | 02/03/21 | ADDENDUM NO. 8 |
| A | 09/23/20 | PRELIMINARY DESIGN SUBMITTAL |

REGISTERED PROFESSIONAL ENGINEER — MICHAEL HSIAO — No. 11663776-2202 — Exp. 03/31/2021 — CIVIL — STATE OF UTAH

Submitted By: _____

Approved By: _____

| | |
|---|---|
| Designed By: | J. LAU |
| Drawn By: | A. CHEUNG |
| Checked By: | M. HSIAO |
| Approved By: | M. HSIAO |

UTA TRAX
SALT LAKE BUS/RAIL PROJECT
UTAH TRANSIT AUTHORITY

UTA REHABILITATION OF TPSS
ATWOODS SUBSTATION
SITE PLAN AND CONSTRUCTION SEQUENCES
TPSS SRA10 – OPTION 2T & 3
SHEET 1 OF 1

| | |
|---|---|
| Scale: | 1"=10'-0" |
| CADD Filename: | UTA-TP320.dwg |
| Submittal Date | 09/23/20 |
| UTA Contract No.: | UT13-064GL |
| Drawing No.: | TP320 |
| Sheet No.: | |

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# ADDITIONAL CONTROL WIRING

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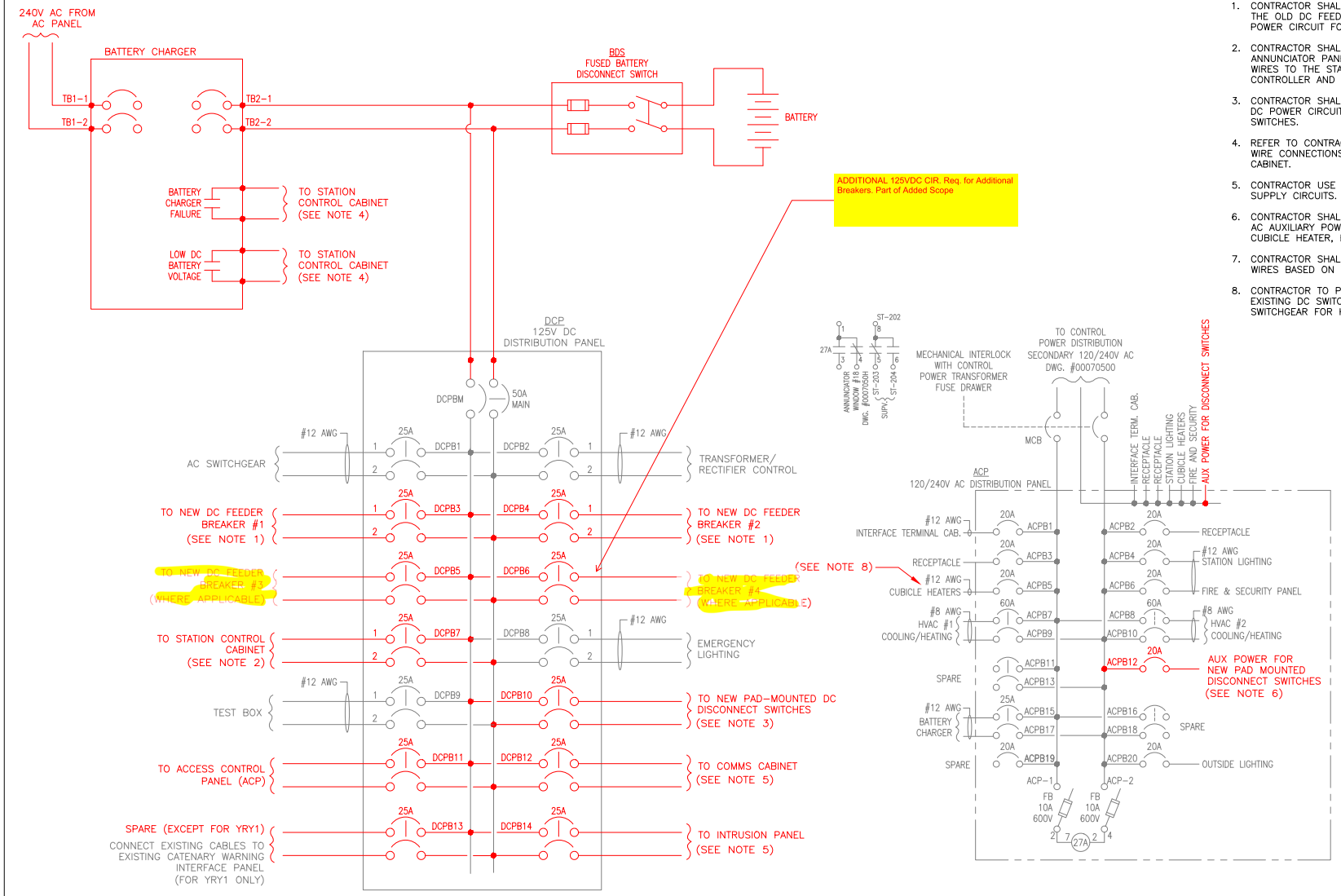



NOTES:

1. CONTRACTOR SHALL DISCONNECT THE EXISTING POWER CIRCUIT FOR THE OLD DC FEEDER BREAKERS AND TERMINATE THE NEW 125 V DC POWER CIRCUIT FOR NEW DC FEEDER BREAKERS.
2. CONTRACTOR SHALL DISCONNECT THE EXISTING POWER CIRCUIT FOR ANNUNCIATOR PANEL AND RUN THE NEW 125 V DC POWER CIRCUIT WIRES TO THE STATION CONTROL CABINET TO USE FOR THE LOGIC CONTROLLER AND PLC.
3. CONTRACTOR SHALL USE THE SPARE TO CONNECT THE NEW 125 V DC POWER CIRCUIT TO THE NEW PAD-MOUNTED DC DISCONNECT SWITCHES.
4. REFER TO CONTRACT SHEET NO. TP142 & TP143 FOR ALL INDICATION WIRE CONNECTIONS TO LOGIC CONTROLLER IN STATION CONTROL CABINET.
5. CONTRACTOR USE NEW CIRCUIT BREAKER FOR ASSOCIATED POWER SUPPLY CIRCUITS.
6. CONTRACTOR SHALL USE SPARE CIRCUIT IN ACP TO PROVIDE 120V AC AUXILIARY POWER TO DC MANUAL DISCONNECT SWITCHES FOR CUBICLE HEATER, ETC.
7. CONTRACTOR SHALL CONFIRM FINAL SIZE OF CIRCUIT BREAKERS AND WIRES BASED ON CONNECTED LOADS OF THE SUPPLIED EQUIPMENT.
8. CONTRACTOR TO PROTECT THIS CIRCUIT DURING DEMOLISHING OF THE EXISTING DC SWITCHGEAR AND TERMINATE IT TO THE NEW DC SWITCHGEAR FOR HEATERS.

| REV | DATE | Description |
|---|---|---|
| | | |

STV 100 Years in association with c3m POWER SYSTEMS

Submitted By: _____

UTA TRAX
SALT LAKE BUS/RAIL PROJECT
UTAH TRANSIT AUTHORITY

Approved By: _____

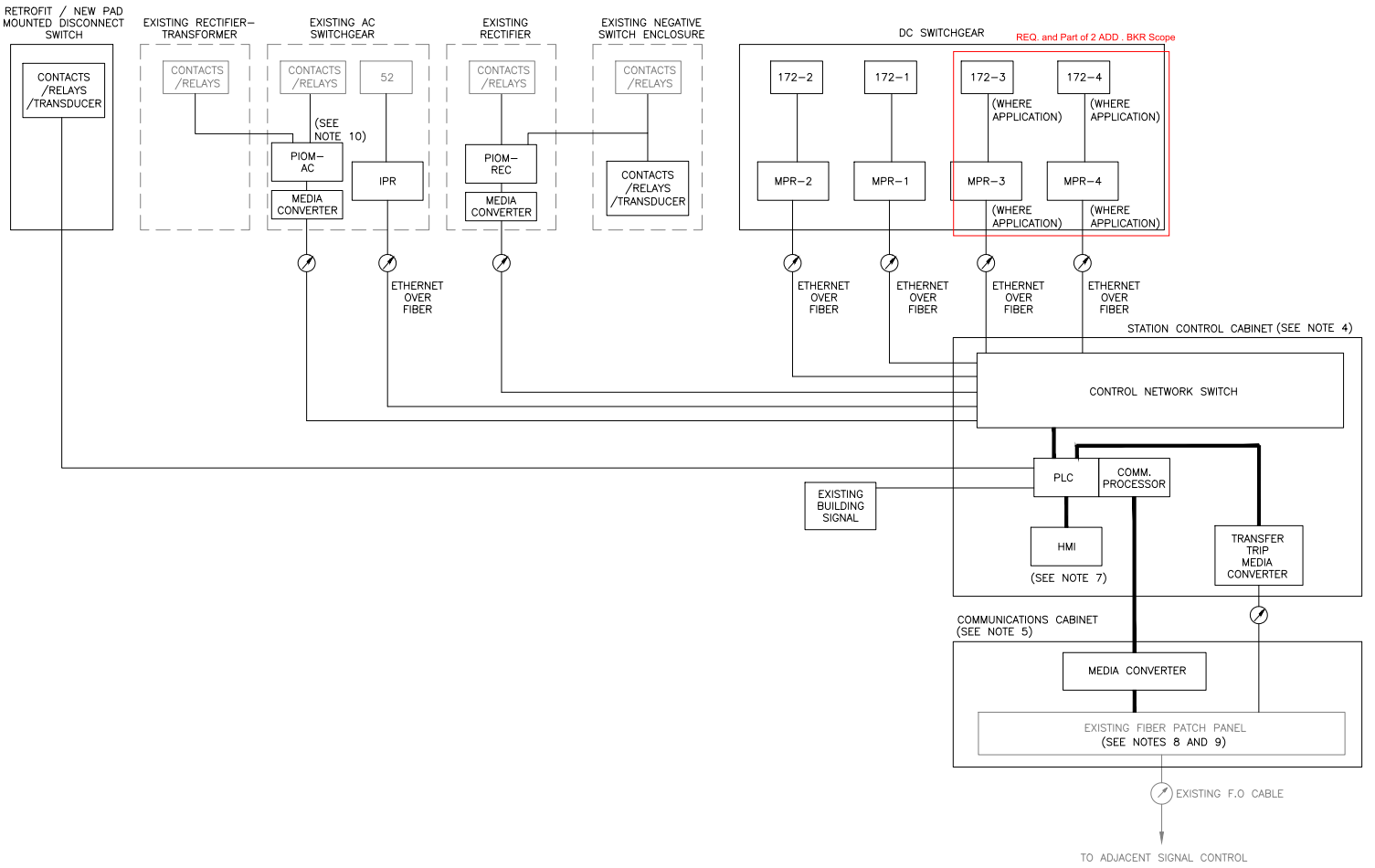
| | |
|---|---|
| Designed By: | K. KWONG |
| Drawn By: | T. NG |
| Checked By: | E. ROOT |
| Approved By: | J. LUEY |

# UTA REHABILITATION OF TPSS

125VDC AND 120VAC DISTRIBUTION PANELBOARD SCHEDULES SCOPE A & B

| | |
|---|---|
| Scale: | NTS |
| CADD Filename: | GENYTP140.DWG |
| Submittal Date | JANUARY 26, 2022 |
| UTA Contract No.: | 20-03378VW |
| Drawing No.: | TP140 |
| Sheet No.: | |

DocuSign Envelope ID: 1BE62385-8DDE-4B18-B3B3-348D0FDE6233




NOTES:

1. CONTRACTOR SHALL SUBMIT DETAILED INSTALLATION DRAWINGS FOR REVIEW AND APPROVAL BY THE UTA.
2. ALL FIBER OPTIC STRANDS AND CONDUCTORS PROVIDED UNDER THIS CONTRACT SHALL BE TESTED AND TERMINATED IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS. All FIBER OPTICAL STRANDS AND CONDUCTORS USED FOR THIS PROJECT SHALL BE VERIFIED END TO END BY THE CONTRACTOR.
3. THE INTEGRITY OF ALL COMMUNICATION LINK AND EQUIPMENT SHALL BE CONTINUOUSLY MONITORED LOCALLY (AT THE TPSS) AND REMOTELY (AT THE OCC).
4. FOR GENERAL ARRANGEMENT OF THE STATION CONTROL CABINET, REFER TO CONTRACT SHEET NO. TP404.
5. FOR GENERAL ARRANGEMENT OF THE COMMUNICATIONS CABINET, REFER TO CONTRACT SHEET NO. TP407.
6. REFER TO CONTRACT DRAWINGS TP142 TO TP145 FOR PLC AND PIOM SCHEMATIC AND CONNECTION DETAILS.
7. REFER TO CONTRACT SHEETS TP405 AND TP406 FOR HMI DISPLAY REQUIREMENTS.
8. FIBER CABLE BETWEEN MEDIA CONVERTER AND FIBER PATCH PANEL IS TO BE PROVIDED BY THE CONTRACTOR. CONTRACTOR SHALL PROVIDE ALL TERMINALS AND INCIDENTALS REQUIRED. UTA IS ONLY RESPONSIBLE TO PERFORM TERMINATION /SPLICING AT THE FIBER PATCH PANEL FOR ALL OUTGOING CONNECTIONS TO THE SCADA NETWORK. ALL COMMUNICATION CABINET CONNECTIONS WITHIN THE TPSS SHALL BE PROVIDED BY THE CONTRACTOR.
9. CONTRACTOR SHALL SUPPORT UTA DURING INSTALLATION, TESTING AND COMMISSIONING WORK OF THE COMMUNICATIONS NETWORK.
10. IN LIEU OF CONNECTING THE DIGITAL INPUTS FROM THE TRANSFORMER TO PIOM–AC, CONTRACTOR MAY CONNECT THESE POINTS TO PIOM–RECT DEPENDING ON THE MAXIMUM NUMBER OF DIGITAL INPUT POINTS ALLOWED IN PIOM–RECT OR MAY USE DISCRETE INPUTS INTO THE AC SWITCHGEAR IPR IF AVAILABLE.

LEGEND

FIBER OPTIC JUMPER
CAT6A CABLE
HARD WIRE

| REV | DATE | Description |
|---|---|---|
| | | |

STV 100 Years in association with c3m POWER SYSTEMS

Submitted By: _____

UTA TRAX
SALT LAKE BUS/RAIL PROJECT
UTAH TRANSIT AUTHORITY

Approved By: _____

Designed By: K. KWONG
Drawn By: T. NG
Checked By: E. ROOT
Approved By: J. LUEY

# UTA REHABILITATION OF TPSS

COMMUNICATION SYSTEM
BLOCK DIAGRAM TYPICAL FOR
SCOPE A & B

Scale: NTS
CADD Filename: GENYTP141.DWG
Submittal Date: JANUARY 26, 2022
UTA Contract No.: 20–03378VW
Drawing No.: TP141
Sheet No.:

DocuSign Envelope ID: 1BE62385-8DDE-4B18-B3B3-348D0FDE6233

# CONDUIT AND CABLE SCHEDULE

| RACEWAY CONSTRUCTION | | | CABLE CONSTRUCTION | | | | | FROM | | TO | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| RACEWAY IDENTIFICATION | SIZE [INCHES] | TYPE | CIRCUIT NAME | SIZE (AWG/KCMIL) | NO. OF COND. | INSUL/ TYPE | RATING | EQUIPMENT | LOCATION | EQUIPMENT | LOCATION | COMMENTS |
| A001 | – | – | RECTIFIER/DC SWGR | – | – | – | – | RECTIFIER | TPSS | DC SWITCHGEAR | TPSS | 800V DC, 4000A BUS |
| B001 | 2" DIA. | GRS | DCP/DC SWGR-F1 | #12 | 1-2/C | XHHW | 600V | DC DISTRIBUTION PANEL (DCP) (E) | TPSS | 6" X 6" WIREWAY (E) | TPSS | 125 V DC POWER CIRCUIT FROM DCP TO 172-1 CUBICLE FOR CLOSE AND TRIP CIRCUIT AND MPR-1 |
| | | | DCP/DC SWGR-F2 | #12 | 1-2/C | XHHW | 600V | | | | | 125 V DC POWER CIRCUIT FROM DCP TO 172-2 CUBICLE FOR CLOSE AND TRIP CIRCUIT AND MPR-2 |
| | | | DCP/DC SWGR-F3 | #12 | 1-2/C | XHHW | 600V | | | | | 125 V DC POWER CIRCUIT FROM DCP TO 172-3 CUBICLE FOR CLOSE AND TRIP CIRCUIT AND MPR-3 (NOTE 1) |
| | | | DCP/DC SWGR-F4 | #12 | 1-2/C | XHHW | 600V | | | | | 125 V DC POWER CIRCUIT FROM DCP TO 172-4 CUBICLE FOR CLOSE AND TRIP CIRCUIT AND MPR-4 (NOTE 1) |
| | | | DCP/STATION CTRL CAB. | #12 | 1-2/C | XHHW | 600V | | | | | 125 V DC POWER CIRCUIT FROM DCP TO STATION CONTROL CABINET |
| | | | DCP/COMMS CAB. | #12 | 1-2/C | XHHW | 600V | | | | | 125 V DC POWER CIRCUIT FROM DCP TO COMMUNICATIONS CABINET |
| | | | DCP/DC DISCONNECT SW | #10 | 1-2/C | XHHW | 600V | | | | | 125 V DC POWER CIRCUIT FROM DCP TO THE PAD MOUNTED DC DISCONNECT SWITCHES |
| B002 | 1" DIA. | GRS | DCP/STATION CTRL CAB. | #12 | 1-2/C | XHHW | 600V | 6" X 6" WIREWAY (E) | TPSS | STATION CTRL CAB. | TPSS | 125 V DC POWER CIRCUIT FROM DCP TO STATION CONTROL CABINET |
| B003 | 1" DIA. | GRS | DCP/COMMS CAB. | #12 | 1-2/C | XHHW | 600V | 6" X 6" WIREWAY (E) | TPSS | COMMS CABINET | TPSS | 125 V DC POWER CIRCUIT FROM DCP TO COMMUNICATIONS CABINET |
| B004 | 2" DIA. | GRS | DCP/DC DISCONNECT SW | #10 | 1-2/C | XHHW | 600V | 6" X 6" WIREWAY (E) | TPSS | DC DISC. SW. | TPSS | 125 V DC POWER CIRCUIT FROM DCP TO PAD MOUNTED DC DISCONNECT SWITCHES |
| B005 | 2" DIA. | GRS | DCP/DC SWGR-F1 | #12 | 1-2/C | XHHW | 600V | 6" X 6" WIREWAY (E) | TPSS | DC SWGR 172-1 CUBICLE | TPSS | 125 V DC POWER CIRCUIT FROM DCP TO 172-1 CUBICLE FOR CLOSE AND TRIP CIRCUIT AND MPR-1 |
| | | | 186/MPR-1 | #14 | 1-2/C | XHHW | 600V | | | | | TRIP SIGNAL FROM LOCKOUT RELAY 186 AT RECTIFIER TO MPR-1 AT 172-1 CUBICLE |
| | | | 86/33P | #14 | 1-2/C | XHHW | 600V | | | | | TRIP SIGNAL FROM DC SWITCHGEAR DOOR INTERLOCK TO LOCKOUT RELAY 86 AT AC SWITCHGEAR |
| | | | 186/33P | #14 | 1-2/C | XHHW | 600V | | | | | TRIP SIGNAL FROM DC SWITCHGEAR DOOR INTERLOCK TO LOCKOUT RELAY 186 AT RECTIFIER |
| B006 | 2" DIA. | GRS | DCP/DC SWGR-F2 | #12 | 1-2/C | XHHW | 600V | 6" X 6" WIREWAY (E) | TPSS | DC SWGR 172-2 CUBICLE | TPSS | 125 V DC POWER CIRCUIT FROM DCP TO 172-2 CUBICLE FOR CLOSE AND TRIP CIRCUIT AND MPR-2 |
| | | | 186/MPR-2 | #14 | 1-2/C | XHHW | 600V | | | | | TRIP SIGNAL FROM LOCKOUT RELAY 186 AT RECTIFIER TO MPR-2 AT 172-2 CUBICLE |
| | | | 86/33P | #14 | 1-2/C | XHHW | 600V | | | | | TRIP SIGNAL FROM DC SWITCHGEAR DOOR INTERLOCK TO LOCKOUT RELAY 86 AT AC SWITCHGEAR |
| | | | 186/33P | #14 | 1-2/C | XHHW | 600V | | | | | TRIP SIGNAL FROM DC SWITCHGEAR DOOR INTERLOCK TO LOCKOUT RELAY 186 AT RECTIFIER |
| B007 | 2" DIA. | GRS | DCP/DC SWGR-F3 | #12 | 1-2/C | XHHW | 600V | 6" X 6" WIREWAY (E) | TPSS | DC SWGR 172-3 CUBICLE | TPSS | 125 V DC POWER CIRCUIT FROM DCP TO 172-3 CUBICLE FOR CLOSE AND TRIP CIRCUIT AND MPR-3 (NOTE 1) |
| | | | 186/MPR-3 | #14 | 1-2/C | XHHW | 600V | | | | | TRIP SIGNAL FROM LOCKOUT RELAY 186 AT RECTIFIER TO MPR-3 AT 172-3 CUBICLE (NOTE 1) |
| | | | 86/33P | #14 | 1-2/C | XHHW | 600V | | | | | TRIP SIGNAL FROM DC SWITCHGEAR DOOR INTERLOCK TO LOCKOUT RELAY 86 AT AC SWITCHGEAR |
| | | | 186/33P | #14 | 1-2/C | XHHW | 600V | | | | | TRIP SIGNAL FROM DC SWITCHGEAR DOOR INTERLOCK TO LOCKOUT RELAY 186 AT RECTIFIER |
| B008 | 2" DIA. | GRS | DCP/DC SWGR-F4 | #12 | 1-2/C | XHHW | 600V | 6" X 6" WIREWAY (E) | TPSS | DC SWGR 172-4 CUBICLE | TPSS | 125 V DC POWER CIRCUIT FROM DCP TO 172-4 CUBICLE FOR CLOSE AND TRIP CIRCUIT AND MPR-4 (NOTE 1) |
| | | | 186/MPR-4 | #14 | 1-2/C | XHHW | 600V | | | | | TRIP SIGNAL FROM LOCKOUT RELAY 186 AT RECTIFIER TO MPR-4 AT 172-4 CUBICLE (NOTE 1) |
| | | | 86/33P | #14 | 1-2/C | XHHW | 600V | | | | | TRIP SIGNAL FROM DC SWITCHGEAR DOOR INTERLOCK TO LOCKOUT RELAY 86 AT AC SWITCHGEAR |
| | | | 186/33P | #14 | 1-2/C | XHHW | 600V | | | | | TRIP SIGNAL FROM DC SWITCHGEAR DOOR INTERLOCK TO LOCKOUT RELAY 186 AT RECTIFIER |
| B009 | 3/4" DIA. | GRS | BATT DS/BATT | #1 | 2-1/C | XHHW | 600V | BATT DS | TPSS | 125 VDC BATTERY | TPSS | CONNECTION FROM BATTERY DISCONNECT TO BATTERY |
| B010 | 3/4" DIA. | GRS | BATT CHG/BATT DS | #1 | 2-1/C | XHHW | 600V | 6" X 6" WIREWAY (E) | TPSS | BATT DS | TPSS | CONNECTION FROM BATTERY CHARGER TO BATTERY DISCONNECT |
| B011 | 3/4" DIA. | GRS | BATT CHG/DCP | #1/0 | 2-1/C | XHHW | 600V | 6" X 6" WIREWAY (E) | TPSS | DCP | TPSS | CONNECTION FROM BATTERY CHARGER TO DC DISTRIBUTION PANEL |
| B012 | 3/4" DIA. | GRS | BATT CHG/DCP | #1/0 | 2-1/C | XHHW | 600V | 6" X 6" WIREWAY (E) | TPSS | BATT CHG | TPSS | CONNECTION FROM BATTERY CHARGER TO DC DISTRIBUTION PANEL |
| B013 | 2" DIA. | GRS | ACP/DC DISCONNECT SW | #10 | 1-3/C | XHHW | 600V | 6" X 6" WIREWAY (E) | TPSS | ACP | TPSS | 120 V AC POWER CIRCUIT FROM ACP TO PAD MOUNTED DC DISCONNECT SWITCHES |
| B014 | 2" DIA. | GRS | ACP/DC DISCONNECT SW | #10 | 1-3/C | XHHW | 600V | 6" X 6" WIREWAY (E) | TPSS | DC DISC. SW. | TPSS | 120 V AC POWER CIRCUIT FROM ACP TO PAD MOUNTED DC DISCONNECT SWITCHES |
| B015 | 2" DIA. | GRS | PLC/DC DISC. SW | #14 | 12-2/C | XHHW | 600V | 6" X 6" WIREWAY (E) | TPSS | STATION CTRL CAB. | TPSS | OPEN & CLOSED STATUS AND OCS LINE VOLTAGES FROM DC DISCONNECT SWITCHES TO PLC IN STATION CONTROL CABINET |
| | | | | #16 | 4-2/C | XHHW | 600V | | | | | |
| | | | PLC/EM. TRIP STATIONS | #14 | 2-2/C | XHHW | 600V | | | | | EMERGENCY TRIP CONTACTS FROM EMERGENCY TRIP STATIONS 1 & 2 TO PLC |
| B016 | 2" DIA. | GRS | PLC/DC DISC. SW | #14 | 12-2/C | XHHW | 600V | 6" X 6" WIREWAY (E) | TPSS | DC DISC. SW. | TPSS | OPEN & CLOSED STATUS AND OCS LINE VOLTAGES FROM DC DISCONNECT SWITCHES TO PLC IN STATION CONTROL CABINET |
| | | | | #16 | 4-2/C | XHHW | 600V | | | | | |
| B017 | 2" DIA. | GRS | NEG BUS/DISC SW | #6 | 1-2/C | XHHW | 2000V | 6" X 6" WIREWAY (E) | TPSS | DC DISC. SW. | TPSS | NEGATIVE REFERENCE CIRCUIT FROM PAD MOUNTED DC DISCONNECT SWITCHES TO NEGATIVE BUS IN NEGATIVE SWITCH CUBICLE |
| B018 | 2" DIA. | GRS | NEG BUS/DISC SW | #6 | 1-2/C | XHHW | 2000V | 6" X 6" WIREWAY (E) | TPSS | NEG SWITCH CUB | TPSS | NEGATIVE REFERENCE CIRCUIT FROM PAD MOUNTED DC DISCONNECT SWITCHES TO NEGATIVE BUS IN NEGATIVE SWITCH CUBICLE |
| B019 | 3/4" DIA. | GRS | TPSS ES/PLC, 86, 186 | #14 | 3-2/C | XHHW | 600V | 6" X 6" WIREWAY (E) | TPSS | EMER. TRIP STA. 1 | TPSS | EMERGENCY TRIP CONTACTS FROM EMERGENCY TRIP STATION 1 TO PLC, 186 AND 86 (SEE NOTE 4) |
| B020 | 3/4" DIA. | GRS | TPSS ES/PLC, 86, 186 | #14 | 3-2/C | XHHW | 600V | 6" X 6" WIREWAY (E) | TPSS | EMER. TRIP STA. 2 | TPSS | EMERGENCY TRIP CONTACTS FROM EMERGENCY TRIP STATION 2 TO PLC, 186 AND 86 (SEE NOTE 4) |
| EXISTING CONDUIT | | | TPSS ES 1 & 2/86 | #14 | 2-2/C | XHHW | 600V | 6" X 6" WIREWAY (E) | TPSS | AC SWGR CUBICLE | TPSS | EMERGENCY TRIP CONTACTS FROM EMERGENCY TRIP STATIONS 1 & 2 TO 86 IN AC SWITCHGEAR CONTROL COMPARTMENT |
| EXISTING CONDUIT | | | TPSS ES 1 & 2/186 | #14 | 2-2/C | XHHW | 600V | 6" X 6" WIREWAY (E) | TPSS | RECTIFIER CUBICLE | TPSS | EMERGENCY TRIP CONTACTS FROM EMERGENCY TRIP STATIONS 1 & 2 TO 186 IN RECTIFIER CONTROL COMPARTMENT |

NOTES:
1. APPLIES TO SUBSTATIONS WITH FOUR FEEDER BREAKER ARRANGEMENT ONLY. REFER TO TP004 FOR LIST OF SUBSTATIONS.
2. REFER TO DRAWINGS TP160 FOR SUBSTATION RACEWAY ROUTING SECTIONS.
3. CONTRACTOR SHALL FURNISH AND INSTALL 6" TO 12" OF PVC CONDUIT FOR TRANSITION FROM RGS TO PVC CONDUIT WHEN ENTERING THE DC SWITCHGEAR, RECTIFIER AND NEGATIVE SWITCH CUBICLES FOR ELECTRICAL ISOLATION.
4. SEE DWG TP160 FOR SITE SPECIFIC DETAILS.

TYPICAL CONTROL CABLE INSTALLATION FOR ALL LOCATIONS WITH ADDED 2 BREAKER OPTIONS. ADDITIONAL CABLE PART OF SCOPE

| REV | DATE | Description |
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STV 100 Years in association with c3m POWER SYSTEMS

Submitted By: _____

UTA TRAX
SALT LAKE BUS/RAIL PROJECT
UTAH TRANSIT AUTHORITY

Approved By: _____

| | |
|---|---|
| Designed By: | K. KWONG |
| Drawn By: | T. NG |
| Checked By: | E. ROOT |
| Approved By: | J. LUEY |

UTA REHABILITATION OF TPSS

CONDUIT AND CABLE SCHEDULE - TYPICAL SUBSTATION SCOPE A & B SH 1

| | |
|---|---|
| Scale: | NTS |
| CADD Filename: | GENYTP170.DWG |
| Submittal Date | JANUARY 26, 2022 |
| UTA Contract No.: | 20-03378VW |
| Drawing No.: | TP170 |
| Sheet No.: | |

DocuSign Envelope ID: 1BE62385-8DDE-4B18-B3B3-348D0FDE6233

## CONDUIT AND CABLE SCHEDULE

| RACEWAY CONSTRUCTION | | | CABLE CONSTRUCTION | | | | | FROM | | TO | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| RACEWAY IDENTIFICATION | SIZE [INCHES] | TYPE | CIRCUIT NAME | SIZE (AWG/KCMIL) | NO. OF COND. | INSUL/ TYPE | RATING | EQUIPMENT | LOCATION | EQUIPMENT | LOCATION | COMMENTS |
| C001 | 1" DIA. | GRS | COMM PRO/MEDIA CON. | CAT6 | 1 | PLENUM | 600V | COMMS CABINET | TPSS | STATION CTRL CAB. | TPSS | CAT6 CABLE FROM MEDIA CONVERTER IN COMMUNICATIONS CABINET TO COMM. PROCESSOR IN STATION CONTROL CABINET |
| | | | TT MEDIA CON/FIBER PP | FJ | 2 | PLENUM | 600V | | | | | FIBER JUMPER FROM FIBER PATCH PANEL IN COMMUNICATIONS CABINET TO TRANSFER TRIP MEDIA CONVERTER IN STATION CONTROL CABINET |
| C002 | 2" DIA. | GRS | NET. SW./IPR | FJ | 2 | PLENUM | 600V | STATION CONTROL CABINET | TPSS | AC SWITCHGEAR | TPSS | FIBER JUMPER FROM CONTROL NETWORK SWITCH IN STATION CONTROL CABINET TO IPR IN AC SWITCHGEAR |
| | | | NET. SW./MPR-1 | FJ | 2 | PLENUM | 600V | | | 172-1 CUBICLE | TPSS | FIBER JUMPER FROM CONTROL NETWORK SWITCH IN STATION CONTROL CABINET TO MPR-1 IN DC SWITCHGEAR 172-1 CUBICLE |
| | | | NET. SW./MPR-2 | FJ | 2 | PLENUM | 600V | | | 172-2 CUBICLE | TPSS | FIBER JUMPER FROM CONTROL NETWORK SWITCH IN STATION CONTROL CABINET TO MPR-2 IN DC SWITCHGEAR 172-2 CUBICLE |
| | | | NET. SW./MPR-3 | FJ | 2 | PLENUM | 600V | | | 172-3 CUBICLE | TPSS | FIBER JUMPER FROM CONTROL NETWORK SWITCH IN STATION CONTROL CABINET TO MPR-3 IN DC SWITCHGEAR 172-3 CUBICLE (NOTE 1) |
| | | | NET. SW./MPR-4 | FJ | 2 | PLENUM | 600V | | | 172-4 CUBICLE | TPSS | FIBER JUMPER FROM CONTROL NETWORK SWITCH IN STATION CONTROL CABINET TO MPR-4 IN DC SWITCHGEAR 172-4 CUBICLE (NOTE 1) |
| | | | NET. SW./PIOM-RECT VIA MEDIA CONVERTER | FJ | 2 | PLENUM | 600V | | | RECTIFIER | TPSS | FIBER JUMPER FROM CONTROL NETWORK SWITCH IN STATION CONTROL CABINET TO PIOM-RECT IN RECTIFIER CUBICLE |
| | | | NET. SW./PIOM-AC VIA MEDIA CONVERTER | FJ | 2 | PLENUM | 600V | | | AC SWITCHGEAR | TPSS | FIBER JUMPER FROM CONTROL NETWORK SWITCH IN STATION CONTROL CABINET TO PIOM-AC IN AC SWITCHGEAR CUBICLE |
| C003 | 1" DIA. | GRS | PIOM-AC | FJ | 2 | PLENUM | 600V | 6" X 6" WIREWAY (E) | TPSS | AC SWITCHGEAR | TPSS | FIBER JUMPER FROM CONTROL NETWORK SWITCH IN STATION CONTROL CABINET TO IPR IN AC SWITCHGEAR |
| | | | NET. SW./IPR | FJ | 2 | PLENUM | 600V | | | AC SWITCHGEAR | TPSS | FIBER JUMPER FROM CONTROL NETWORK SWITCH IN STATION CONTROL CABINET TO PIOM-AC IN AC SWITCHGEAR CUBICLE |
| C004 | 3/4" DIA. | GRS | NET. SW./MPR-1 | FJ | 2 | PLENUM | 600V | 6" X 6" WIREWAY (E) | TPSS | 172-1 CUBICLE | TPSS | FIBER JUMPER FROM CONTROL NETWORK SWITCH IN STATION CONTROL CABINET TO MPR-1 IN DC SWITCHGEAR 172-1 CUBICLE |
| C005 | 3/4" DIA. | GRS | NET. SW./MPR-2 | FJ | 2 | PLENUM | 600V | | | 172-2 CUBICLE | TPSS | FIBER JUMPER FROM CONTROL NETWORK SWITCH IN STATION CONTROL CABINET TO MPR-2 IN DC SWITCHGEAR 172-2 CUBICLE |
| C006 | 3/4" DIA. | GRS | NET. SW./MPR-3 | FJ | 2 | PLENUM | 600V | | | 172-3 CUBICLE | TPSS | FIBER JUMPER FROM CONTROL NETWORK SWITCH IN STATION CONTROL CABINET TO MPR-3 IN DC SWITCHGEAR 172-3 CUBICLE (NOTE 1) |
| C007 | 3/4" DIA. | GRS | NET. SW./MPR-4 | FJ | 2 | PLENUM | 600V | | | 172-4 CUBICLE | TPSS | FIBER JUMPER FROM CONTROL NETWORK SWITCH IN STATION CONTROL CABINET TO MPR-4 IN DC SWITCHGEAR 172-4 CUBICLE (NOTE 1) |
| C008 | 3/4" DIA. | GRS | PIOM-RECT | FJ | 2 | PLENUM | 600V | | | RECTIFIER | TPSS | FIBER JUMPER FROM CONTROL NETWORK SWITCH IN STATION CONTROL CABINET TO PIOM-RECT IN RECTIFIER CUBICLE |

NOTES:
1. APPLIES TO SUBSTATIONS WITH FOUR FEEDER BREAKER ARRANGEMENT ONLY. REFER TO TP004 FOR LIST OF SUBSTATIONS.
2. REFER TO DRAWINGS TP160 FOR SUBSTATION RACEWAY ROUTING SECTIONS.
3. CONTRACTOR SHALL FURNISH AND INSTALL 6" TO 12" OF PVC CONDUIT FOR TRANSITION FROM RGS TO PVC CONDUIT WHEN ENTERING THE DC SWITCHGEAR, RECTIFIER AND NEGATIVE SWITCH CUBICLES FOR ELECTRICAL ISOLATION.

TYPICAL CONTROL CABLE INSTALLATION FOR ALL LOCATIONS WITH ADDED 2 BREAKER OPTIONS. ADDITIONAL CABLE PART OF SCOPE

| REV | DATE | Description |
|---|---|---|
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STV 100 Years in association with c3m POWER SYSTEMS

Submitted By: _____

UTA TRAX
SALT LAKE BUS/RAIL PROJECT
UTAH TRANSIT AUTHORITY

Approved By: _____

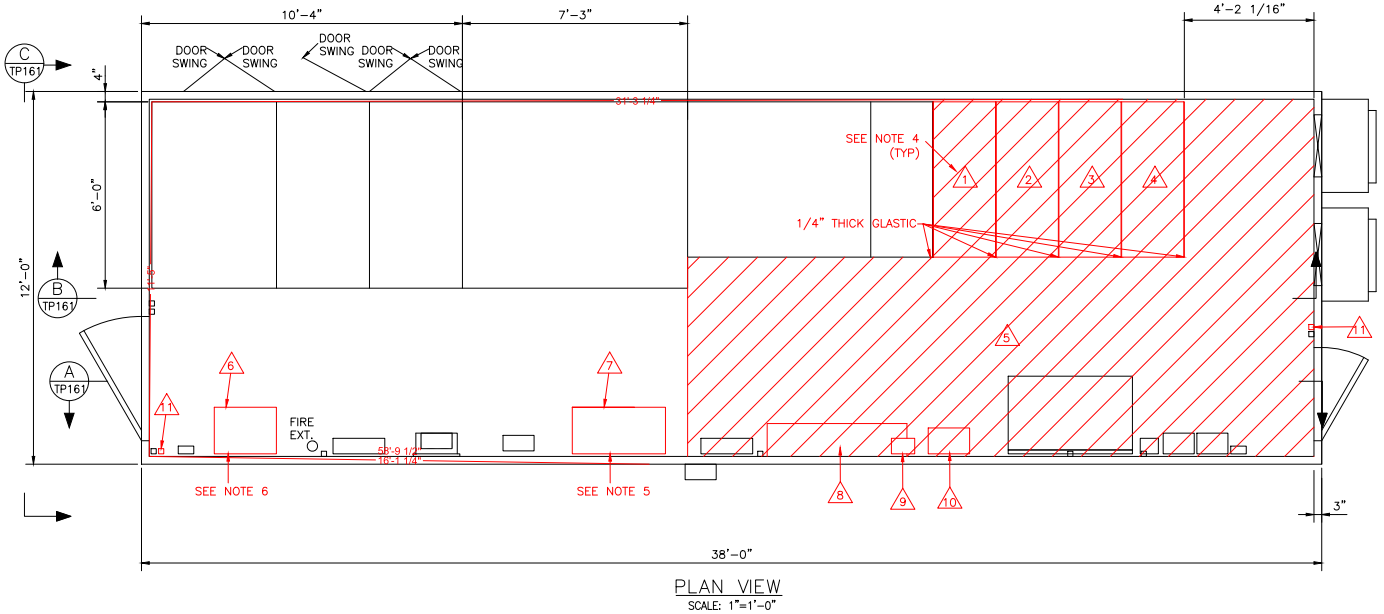
Designed By: K. KWONG
Drawn By: T. NG
Checked By: E. ROOT
Approved By: J. LUEY

UTA REHABILITATION OF TPSS

CONDUIT AND CABLE SCHEDULE – TYPICAL SUBSTATION SCOPE A & B SH 2

Scale: NTS
CADD Filename: GENYTP171.DWG
Submittal Date: JANUARY 26, 2022
UTA Contract No.: 20-03378VW
Drawing No.: TP171
Sheet No.:

DocuSign Envelope ID: 1BE62385-8DDE-4B18-B3B3-348D0FDE6233




PLAN VIEW
SCALE: 1"=1'-0"

NOTES:

1. REFER TO CONTRACT DRAWING TP002 FOR ABBREVIATIONS AND EQUIPMENT DESIGNATIONS.
2. REFER TO CONTRACT DRAWING TP121 FOR LIST OF EXISTING EQUIPMENT.
3. EQUIPMENT DIMENSIONS ARE APPROXIMATE. ADJUST THE DIMENSIONS IN ACCORDANCE WITH THE REQUIREMENTS OF FURNISHED EQUIPMENT.
4. AFTER REMOVAL OF DC SWITCHGEAR, CONTRACTOR TO REPAIR INSULATED FLOORING. THE FLOOR OF THE DC SWITCHGEAR SHALL BE COVERED WITH DIELECTRIC INSULATING MATERIALS, AMAZITE OR EQUAL.
5. REFER TO CONTRACT SHEET NO. TP404 FOR GENERAL ARRANGEMENT OF THE STATION CONTROL CABINET.
6. REFER TO CONTRACT SHEET NO. TP406 FOR GENERAL ARRANGEMENT OF THE COMMUNICATIONS CABINET.

KEYNOTE:

1. CONTRACTOR SHALL INSTALL THE FOLLOWING EQUIPMENT AND ALL ANCILLARIES TO INTEGRATE WITH THE EXISTING TPSS TO MAKE A FULLY FUNCTIONAL TPSS.

1. 800V DC, 4000A DC FEEDER BREAKER 172-1
2. 800V DC, 4000A DC FEEDER BREAKER 172-2
3. 800V DC, 4000A DC FEEDER BREAKER 172-3
4. 800V DC, 4000A DC FEEDER BERAKER 172-4
5. DIELECTRIC FLOOR, AMAZITE OR EQUAL
6. COMMUNICATION CABINET
7. STATION CONTROL CABINET
8. 125V D.C. BATTERY AND RACK
9. BATTERY DISCONNECT SWITCH
10. BATTERY CHARGER
11. EMERGENCY TRIP STATION

AVERAGE LENGTH OF CONTROL CABLE FROM NEW BREAKERS TO STATION CONTROL CABINET IS 60 LF

1/2"=1'-0"

| REV | DATE | Description |
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| | | |

Submitted By: _____

Approved By: _____

UTA TRAX
SALT LAKE BUS/RAIL PROJECT
UTAH TRANSIT AUTHORITY

| | |
|---|---|
| Designed By: | K. KWONG |
| Drawn By: | T. NG |
| Checked By: | E. ROOT |
| Approved By: | J. LUEY |

UTA REHABILITATION OF TPSS

NEW EQUIPMENT ARRANGEMENT PLAN
SUBSTATION YRY1 SCOPE B

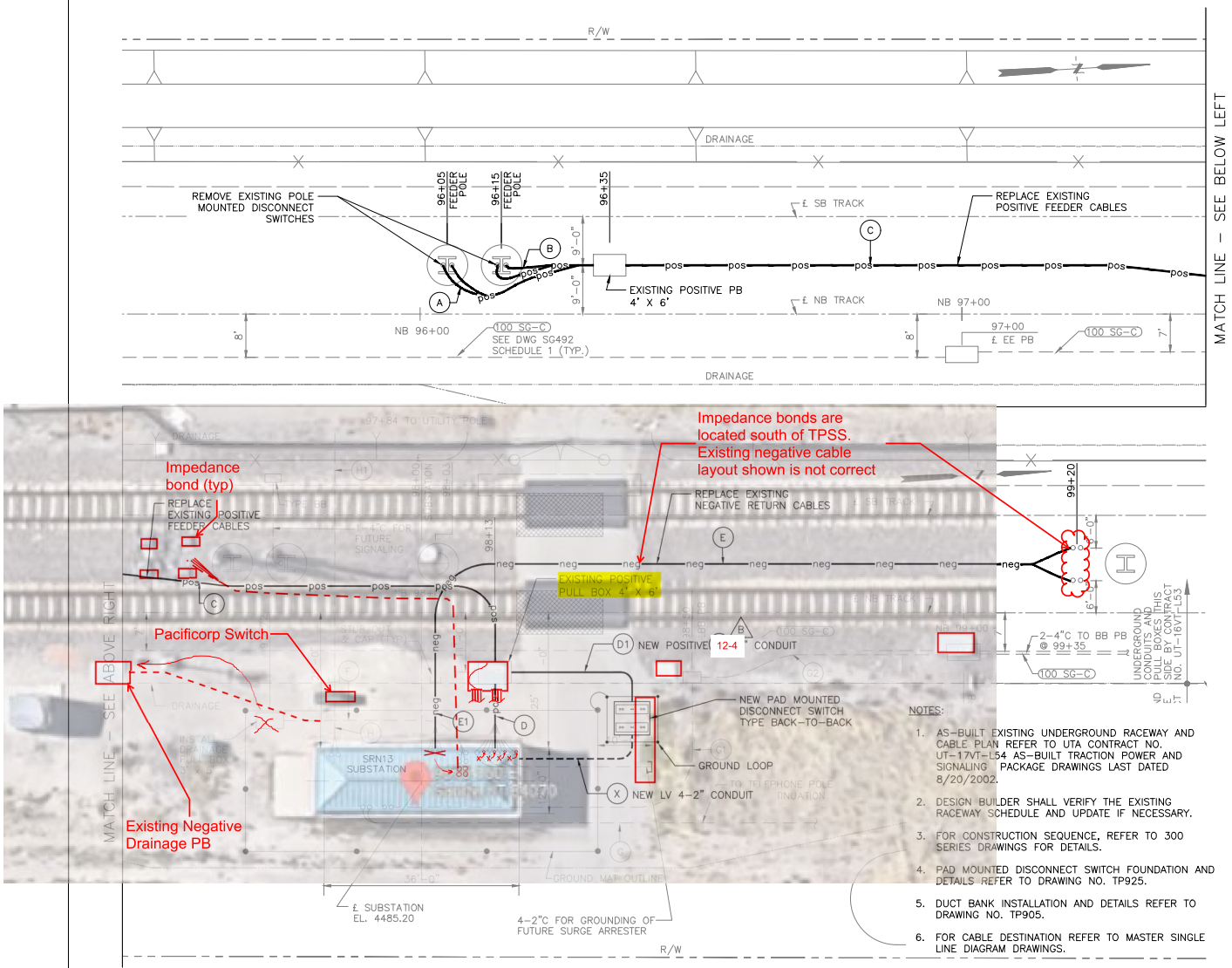
| | |
|---|---|
| Scale: | 1/2" = 1'-0" |
| CADD Filename: | YRY1YTP123.DWG |
| Submittal Date | JANUARY 26, 2022 |
| UTA Contract No.: | 20-03378VW |
| Drawing No.: | TP123 |
| Sheet No.: | |

DocuSign Envelope ID: 1BE62385-8DDE-4B18-B3B3-348D0FDE6233



# ADDITIONAL RACEWAY IN SCOPE

DocuSign Envelope ID: 1BE62385-8DDE-4B18-B3B3-348D0FDE6233




NOTES:

1. AS-BUILT EXISTING UNDERGROUND RACEWAY AND CABLE PLAN REFER TO UTA CONTRACT NO. UT-17VT-L54 AS-BUILT TRACTION POWER AND SIGNALING PACKAGE DRAWINGS LAST DATED 8/20/2002.
2. DESIGN BUILDER SHALL VERIFY THE EXISTING RACEWAY SCHEDULE AND UPDATE IF NECESSARY.
3. FOR CONSTRUCTION SEQUENCE, REFER TO 300 SERIES DRAWINGS FOR DETAILS.
4. PAD MOUNTED DISCONNECT SWITCH FOUNDATION AND DETAILS REFER TO DRAWING NO. TP925.
5. DUCT BANK INSTALLATION AND DETAILS REFER TO DRAWING NO. TP905.
6. FOR CABLE DESTINATION REFER TO MASTER SINGLE LINE DIAGRAM DRAWINGS.

## RACEWAY AND CABLE INSTALLATION SCHEDULE

| DUCT BANKS | CONDUIT | CABLE | FEEDER | CONDUIT ASSIGNMENT |
|---|---|---|---|---|
| Ⓐ | 1-4" | 2-500 MCM (N) | 172-2 | FEEDER SOUTH SECTION(OCS) |
| | 1-4" | 2-500 MCM (N) | 172-2 | FEEDER SOUTH SECTION(OCS) |
| Ⓑ | 1-4" | 2-500 MCM (N) | 172-1 | FEEDER NORTH SECTION(OCS) |
| | 1-4" | 2-500 MCM (N) | 172-1 | FEEDER NORTH SECTION(OCS) |
| | | | | |
| Ⓒ | 1-4" | 2-500 MCM (N) | 172-2 | FEEDER SOUTH SECTION |
| | 1-4" | 2-500 MCM (N) | 172-2 | FEEDER SOUTH SECTION |
| | 1-4" | 2-500 MCM (N) | 172-1 | FEEDER NORTH SECTION |
| | 1-4" | 2-500 MCM (N) | 172-1 | FEEDER NORTH SECTION |
| | | | | |
| Ⓓ | 1-4"(N) | 2-500 MCM (N) | 172-2 | FEEDER SOUTH PAD MOD(OUT) |
| | 1-4"(N) | 2-500 MCM (N) | 172-2 | FEEDER SOUTH PAD MOD(OUT) |
| | 1-4"(N) | 2-500 MCM (N) | 172-1 | FEEDER NORTH PAD MOD(OUT) |
| | 1-4"(N) | 2-500 MCM (N) | 172-1 | FEEDER NORTH PAD MOD(OUT) |
| | 1-4"(N) | 2-500 MCM (N) | 172-2 | FEEDER SOUTH PAD MOD(IN) |
| | 1-4"(N) | 2-500 MCM (N) | 172-2 | FEEDER SOUTH PAD MOD(IN) |
| | 1-4"(N) | 2-500 MCM (N) | 172-1 | FEEDER NORTH PAD MOD(IN) |
| | 1-4"(N) | 2-500 MCM (N) | 172-1 | FEEDER NORTH PAD MOD(IN) |
| B | 2-4"(N) | SPARE | - | - |
| Ⓓ | 1-4" | 2-500 MCM (N) | 172-2 | FEEDER SOUTH BREAKER BUS |
| | 1-4" | 2-500 MCM (N) | 172-2 | FEEDER SOUTH BREAKER BUS |
| | 1-4" | 2-500 MCM (N) | 172-1 | FEEDER NORTH BREAKER BUS |
| | 1-4" | 2-500 MCM (N) | 172-1 | FEEDER NORTH BREAKER BUS |
| | 2-4" | SPARE | - | FUTURE NORTH SECTION |
| | 4-4" | SPARE | - | FUTURE NORTH SECTION |
| | | | | |
| Ⓔ1 | 1-4" | 3-500 MCM (N) | | NEGATIVE RETRUN |
| | 1-4" | 3-500 MCM (N) | - | NEGATIVE RETURN |
| | 2-4" | SPARE | - | FUTURE NEGATIVE RETURN |
| Ⓔ | 1-4" | 3-500 MCM (N) | - | NEGATIVE RETURN |
| | 1-4" | 3-500 MCM (N) | - | NEGATIVE RETURN |
| | 2-4" | SPARE | - | FUTURE NEGATIVE RETURN |
| | | | | |
| Ⓕ | 4-4" | - | DR1-DR4 CONTACTORS | DRAINAGE CKT |
| Ⓖ | 2-4" | - | - | TELEPHONE |
| Ⓖ1 | 2-2" | - | - | COMMUNICATION |
| Ⓖ2 | 2-2" | - | - | COMMUNICATION |
| Ⓗ | 2-6" | - | - | UTILITY 12KV POWER SUPPLY |
| Ⓗ1 | 2-6" | - | - | UTILITY 12KV POWER SUPPLY |
| | | | | |
| Ⓧ | 1-2"(N) | 24-2/C #18 AWG | SCADA B | PAD MOUNTED DISC SW |
| | 1-2"(N) | 2-2/C #10 AWG, #10 G | AUX/CONT POWER | PAD MOUNTED DISC SW |
| | 1-2"(N) | 1-2/C #6 AWG | NEG BUS | PAD MOUNTED DISC SW |
| | 1-2"(N) | - | SPARE | PAD MOUNTED DISC SW |

| REV | DATE | Description |
|---|---|---|
| B | 02/03/21 | ADDENDUM NO. 8 |
| A | 09/23/20 | PRELIMINARY DESIGN SUBMITTAL |

REGISTERED PROFESSIONAL ENGINEER MICHAEL HSIAO No. 11663776-2202 Exp. 03/31/2021 CIVIL STATE OF UTAH

Submitted By: _____

wsp

Approved By: _____

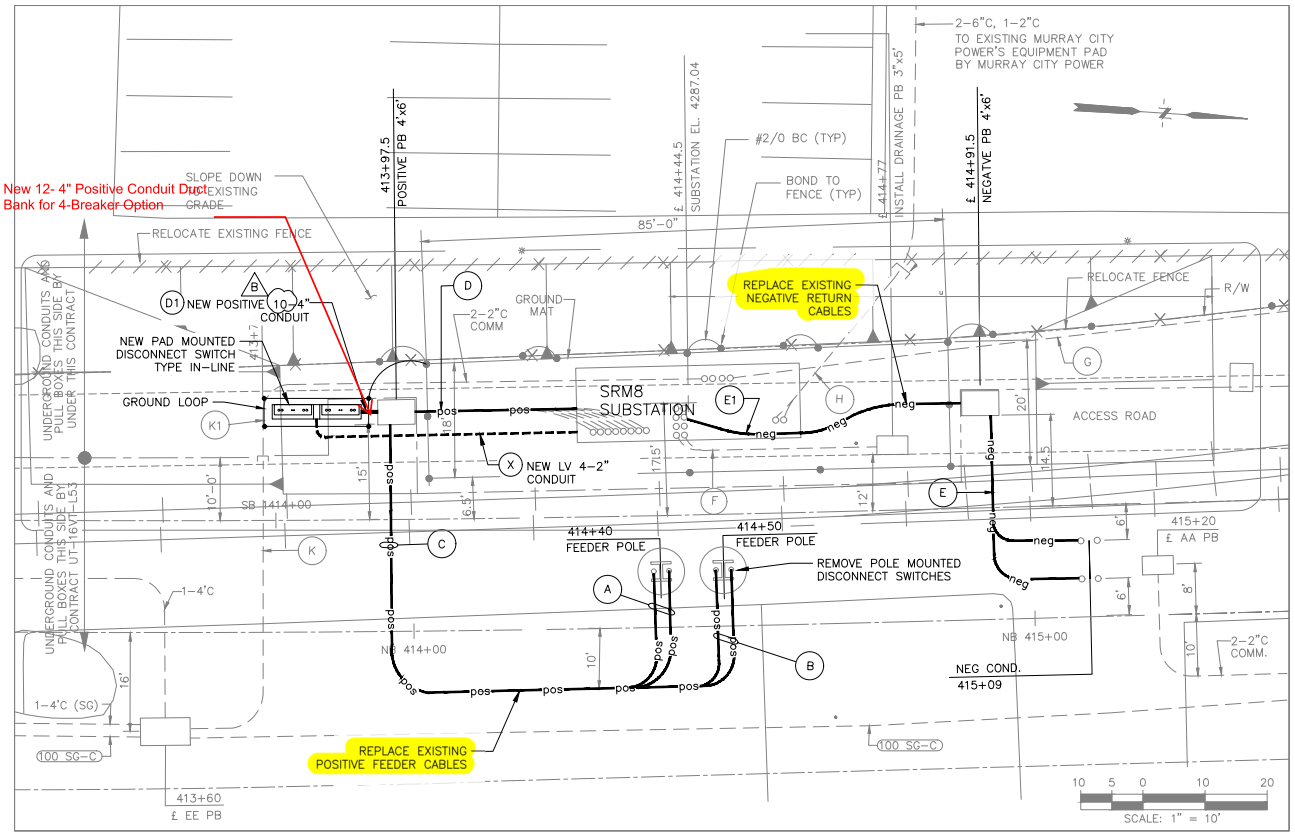
UTA TRAX
SALT LAKE BUS/RAIL PROJECT
UTAH TRANSIT AUTHORITY

Designed By: J. LAU
Drawn By: A. CHEUNG
Checked By: M. HSIAO
Approved By: M. HSIAO

UTA REHABILITATION OF TPSS
9400 SUBSTATION
UNDERGROUND RACEWAY AND CABLE PLANS
TPSS SRN13
SHEET 1 OF 1

Scale: 1"=10'-0"
CADD Filename: UTA-TP605-B
Submittal Date: 09/23/20
UTA Contract No.: UT13-064GL
Drawing No.: TP605
Sheet No.:

DocuSign Envelope ID: 1BE62385-8DDE-4B18-B3B3-348D0FDE6233




Replacement of positive feeder cables and condition assessment of negative feeder cables is scope. Replacement of negative feeder cables is Option 2F

NOTES:

1. AS-BUILT EXISTING UNDERGROUND RACEWAY AND CABLE PLAN REFER TO UTA CONTRACT NO. UT-17VT-L54 AS-BUILT TRACTION POWER AND SIGNALING PACKAGE DRAWINGS LAST DATED 8/20/2002.
2. DESIGN BUILDER SHALL VERIFY THE EXISTING RACEWAY SCHEDULE AND UPDATE IF NECESSARY.
3. POSITIVE POWER FEEDER REPLACEMENT PLAN REFER TO 600 SERIES DRAWINGS FOR DETAILS.
4. PAD MOUNTED DISCONNECT SWITCH FOUNDATION AND DETAILS REFER TO DRAWING NO. TP925.
5. DUCT BANK INSTALLATION AND DETAILS REFER TO DRAWING NO. TP905.
6. FOR TPSS SRM8 UNDERGROUND RACEWAY AND CABLE PLAN REFER TO DRAWING NO. TP630.
7. DESIGN BUILDER SHALL COORDINATE WITH UTA TO DETERMINE BASE ON THE FIELD CONDITION FOR BEST FIT LOCATION FOR THE NEW PAD MOUNTED DISCONNECT SWITCHES, PULL BOX AND THE DUCTBANK ROUTING.
8. CONNECT PAD MOUNTED DISCONNECT SWITCH GROUND LOOP TO EXISTING GROUND MAT.

CONSTRUCTION SEQUENCE & WORK SCOPE:

1. INSTALL THE NEW PAD-MOUNTED DISCONNECT SWITCHES INCLUDING FOUNDATION AND GROUND LOOP/ROD TO EXISTING TPSS GROUND GRID
2. INSTALL THE DUCT BANK AND CONDUITS FROM EXISTING POSITIVE PULL BOX TO NEW PAD-MOUNTED DISCONNECT SWITCHES
3. INSTALL THE LV DUCTBANK AND CONDUITS FOR LV CIRCUITS FROM TPSS TO NEW PAD-MOUNTED DISCONNECT SWITCHES. INSTALL LV CABLES FROM TPSS TO NEW PAD-MOUNTED DISCONNECT SWITCHES.
4. INSTALL JUMPER OVER THE OCS SECTION BREAKS
5. OPEN THE CIRCUIT BREAKERS AND PUT RED TAG
6. REMOVE EXISTING POLE MOUNTED DISCONNECT SWITCHES
7. REPLACE NEGATIVE CABLES FROM TPSS TO RAILS
8. REMOVE THE FEEDER CABLES FROM OCS TO TPSS
9. INSTALL NEW FEEDER CABLES FROM TPSS TO NEW PAD-MOUNTED DISCONNECT SWITCHES
10. INSTALL NEW FEEDER CABLES FROM NEW PAD-MOUNTED SWITCHES TO OCS
11. CLOSE CIRCUIT BREAKER AND REMOVE JUMPERS FROM OCS
12. PERFORM TESTS

| REV | DATE | Description |
|---|---|---|
| B | 02/03/21 | ADDENDUM NO. 8 |
| A | 09/23/20 | PRELIMINARY DESIGN SUBMITTAL |

REGISTERED PROFESSIONAL ENGINEER MICHAEL HSIAO No. 11663776-2202 Exp. 03/31/2021 CIVIL STATE OF UTAH

Submitted By: _____

UTA TRAX
SALT LAKE BUS/RAIL PROJECT
UTAH TRANSIT AUTHORITY

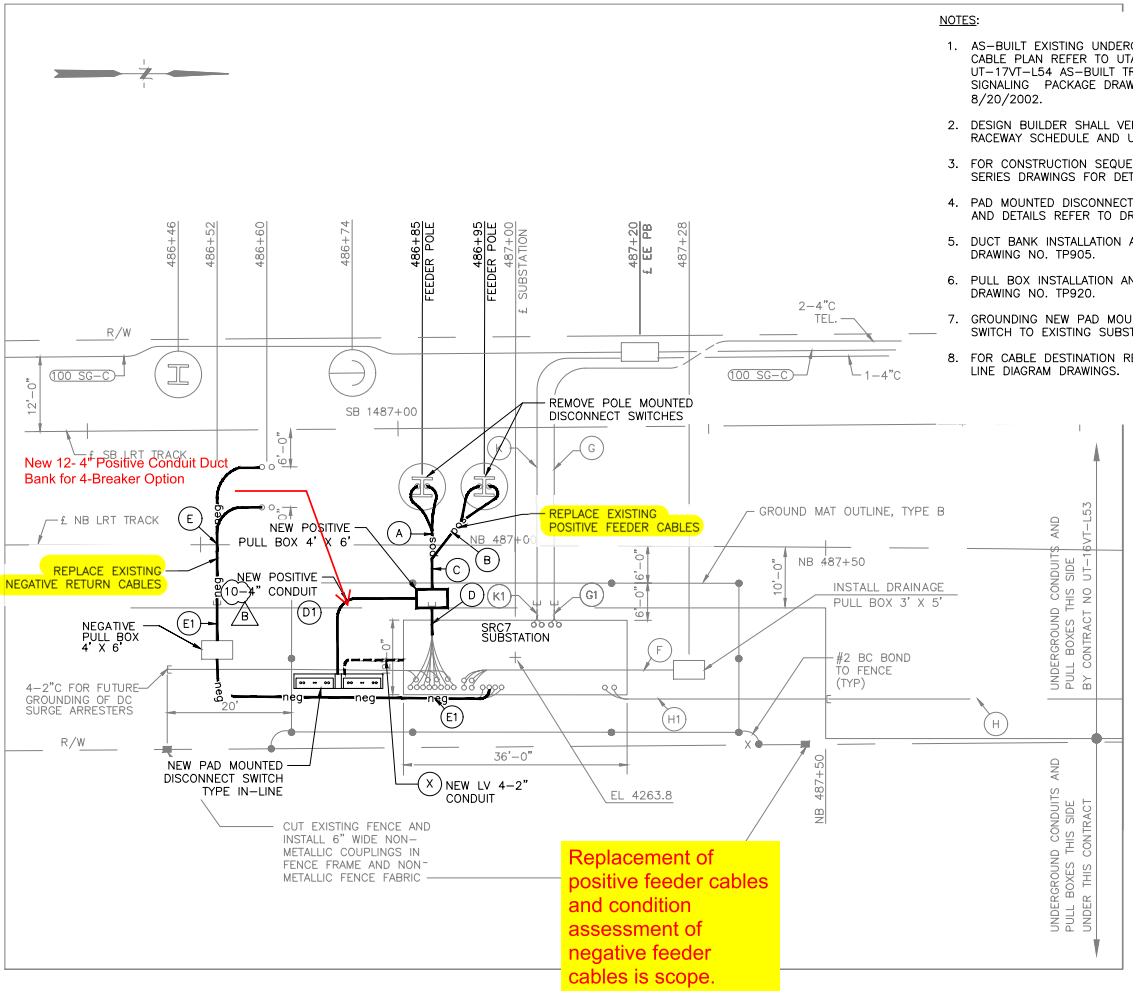
Approved By: _____

| | |
|---|---|
| Designed By: | J. LAU |
| Drawn By: | A. CHEUNG |
| Checked By: | M. HSIAO |
| Approved By: | M. HSIAO |

UTA REHABILITATION OF TPSS
MURRAY SUBSTATION
SITE PLAN AND CONSTRUCTION SEQUENCES
TPSS SRM8
SHEET 1 OF 1

| | |
|---|---|
| Scale: | 1"=10'-0" |
| CADD Filename: | UTA-TP330.dwg |
| Submittal Date | 09/23/20 |
| UTA Contract No.: | UT13-064GL |
| Drawing No.: | TP330 |
| Sheet No.: | |

DocuSign Envelope ID: 1BE62385-8DDE-4B18-B3B3-348D0FDE6233




Replacement of positive feeder cables and condition assessment of negative feeder cables is scope. Replacement of negative feeder cables is Option 2G

NOTES:

1. AS-BUILT EXISTING UNDERGROUND RACEWAY AND CABLE PLAN REFER TO UTA CONTRACT NO. UT-17VT-L54 AS-BUILT TRACTION POWER AND SIGNALING PACKAGE DRAWINGS LAST DATED 8/20/2002.
2. DESIGN BUILDER SHALL VERIFY THE EXISTING RACEWAY SCHEDULE AND UPDATE IF NECESSARY.
3. FOR CONSTRUCTION SEQUENCE, REFER TO 300 SERIES DRAWINGS FOR DETAILS.
4. PAD MOUNTED DISCONNECT SWITCH FOUNDATION AND DETAILS REFER TO DRAWING NO. TP925.
5. DUCT BANK INSTALLATION AND DETAILS REFER TO DRAWING NO. TP905.
6. PULL BOX INSTALLATION AND DETAILS REFER TO DRAWING NO. TP920.
7. GROUNDING NEW PAD MOUNTED DISCONNECTED SWITCH TO EXISTING SUBSTATION GROUND GRID.
8. FOR CABLE DESTINATION REFER TO MASTER SINGLE LINE DIAGRAM DRAWINGS.

RACEWAY AND CABLE INSTALLATION SCHEDULE

| DUCT BANKS | CONDUIT | CABLE | FEEDER | CONDUIT ASSIGNMENT |
|---|---|---|---|---|
| Ⓐ | 1-4" | 2-500 MCM (N) | 172-2 | FEEDER SOUTH SECTION(OCS) |
| | 1-4" | 2-500 MCM (N) | 172-2 | FEEDER SOUTH SECTION(OCS) |
| Ⓑ | 1-4" | 2-500 MCM (N) | 172-1 | FEEDER NORTH SECTION(OCS) |
| | 1-4" | 3-500 MCM (N) | 172-1 | FEEDER NORTH SECTION(OCS) |
| | | | | |
| Ⓒ | 1-4" | 2-500 MCM (N) | 172-2 | FEEDER SOUTH SECTION |
| | 1-4" | 2-500 MCM (N) | 172-2 | FEEDER SOUTH SECTION |
| | 1-4" | 2-500 MCM (N) | 172-1 | FEEDER NORTH SECTION |
| | 1-4" | 3-500 MCM (N) | 172-1 | FEEDER NORTH SECTION |
| | | | | |
| Ⓓ1 | 1-4"(N) | 2-500 MCM (N) | 172-2 | FEEDER SOUTH PAD MOD(OUT) |
| | 1-4"(N) | 2-500 MCM (N) | 172-2 | FEEDER SOUTH PAD MOD(OUT) |
| | 1-4"(N) | 2-500 MCM (N) | 172-1 | FEEDER NORTH PAD MOD(OUT) |
| | 1-4"(N) | 3-500 MCM (N) | 172-1 | FEEDER NORTH PAD MOD(OUT) |
| | 1-4"(N) | 2-500 MCM (N) | 172-2 | FEEDER SOUTH PAD MOD(IN) |
| | 1-4"(N) | 2-500 MCM (N) | 172-2 | FEEDER SOUTH PAD MOD(IN) |
| | 1-4"(N) | 2-500 MCM (N) | 172-1 | FEEDER NORTH PAD MOD(IN) |
| | 1-4"(N) | 3-500 MCM (N) | 172-1 | FEEDER NORTH PAD MOD(IN) |
| B | 2-4"(N) | SPARE | – | – |
| Ⓓ | 1-4" | 2-500 MCM (N) | 172-2 | FEEDER SOUTH BREAKER BUS |
| | 1-4" | 2-500 MCM (N) | 172-2 | FEEDER SOUTH BREAKER BUS |
| | 1-4" | 2-500 MCM (N) | 172-1 | FEEDER NORTH BREAKER BUS |
| | 1-4" | 3-500 MCM (N) | 172-1 | FEEDER NORTH BREAKER BUS |
| | 2-4" | SPARE | – | FUTURE SECTION |
| | 2-4" | SPARE | – | FUTURE SECTION |
| | | | | |
| Ⓔ | 1-4" | 3-500 MCM | – | NEGATIVE RETURN |
| | 1-4" | 3-500 MCM | – | NEGATIVE RETURN |
| | 2-4" | SPARE | – | FUTURE NEGATIVE RETURN |
| Ⓔ1 | 1-4" | 3-500 MCM | – | NEGATIVE RETURN |
| | 1-4" | 3-500 MCM | – | NEGATIVE RETURN |
| | 2-4" | SPARE | – | FUTURE NEGATIVE RETURN |
| | | | | |
| Ⓕ | 4-4" | – | DR1-DR4 CONTACTORS | DRAINAGE CKT |
| Ⓖ | 2-4" | – | – | TELEPHONE |
| Ⓖ1 | 2-4" | – | – | TELEPHONE |
| Ⓗ | 2-6" | – | – | UTILITY 12KV POWER SUPPLY |
| Ⓗ1 | 2-6" | – | – | UTILITY 12KV POWER SUPPLY |
| Ⓚ | 2-2" | – | – | COMMUNICATION |
| Ⓚ1 | 2-2" | – | – | COMMUNICATION |
| | | | | |
| Ⓧ | 1-2"(N) | 24-2/C #18 AWG | SCADA B | PAD MOUNTED DISC SW |
| | 1-2"(N) | 2-2/C #10 AWG, #10 G | AUX/CONT POWER | PAD MOUNTED DISC SW |
| | 1-2"(N) | 1-2/C #6 AWG | NEG BUS | PAD MOUNTED DISC SW |
| | 1-2"(N) | – | SPARE | PAD MOUNTED DISC SW |

| REV | DATE | Description |
|---|---|---|
| B | 02/03/21 | ADDENDUM NO. 8 |
| A | 09/23/20 | PRELIMINARY DESIGN SUBMITTAL |

REGISTERED PROFESSIONAL ENGINEER MICHAEL HSIAO No. 11663776-2202 Exp. 03/31/2021 CIVIL STATE OF UTAH

Submitted By: _____

wsp

UTA TRAX
SALT LAKE BUS/RAIL PROJECT
UTAH TRANSIT AUTHORITY

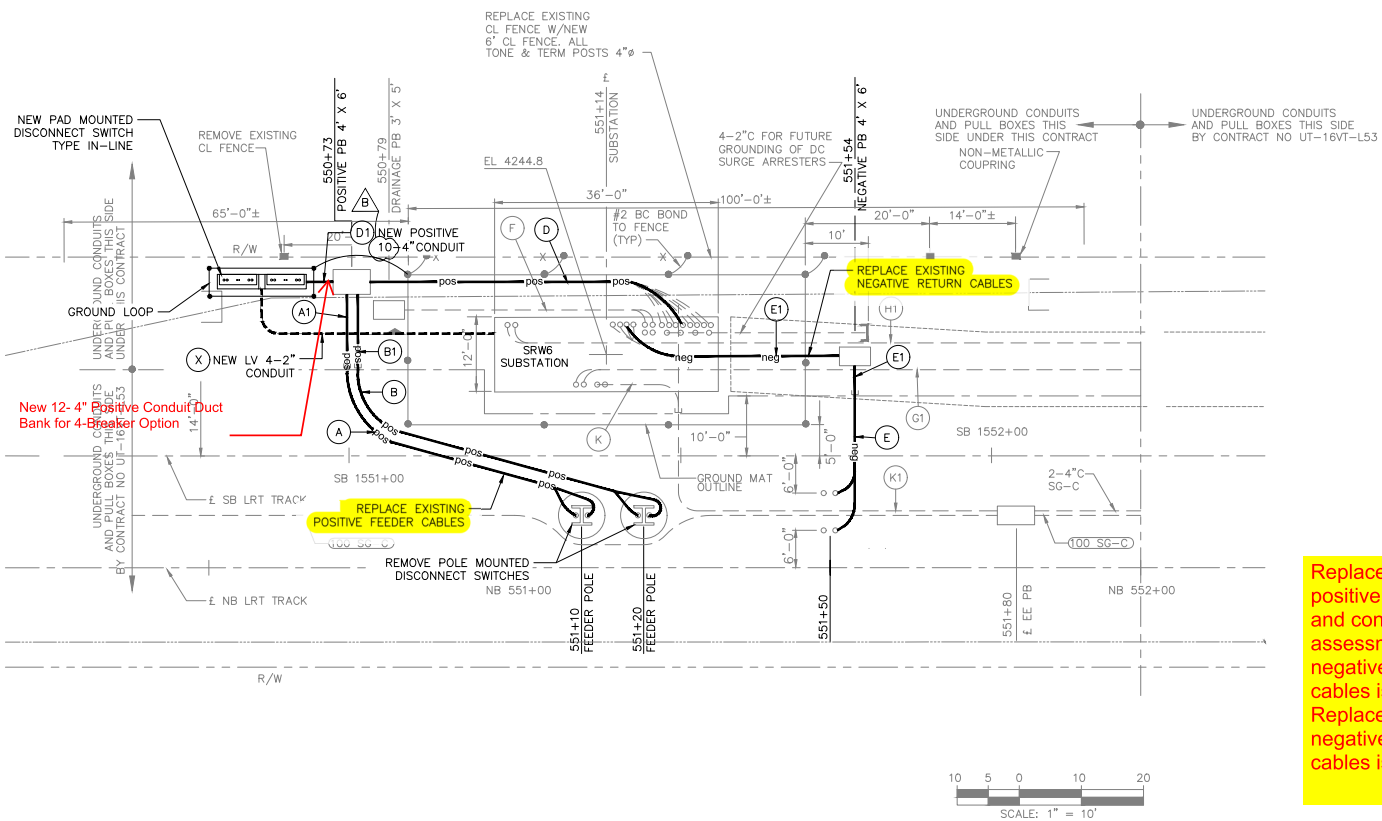
Approved By: _____

Designed By: J. LAU
Drawn By: A. CHEUNG
Checked By: M. HSIAO
Approved By: M. HSIAO

UTA REHABILITATION OF TPSS
CENTRAL POWER SUBSTATION
UNDERGROUND RACEWAY PLANS
TPSS SRC7
SHEET 1 OF 2

Scale: 1"=10'-0"
CADD Filename: UTA-TP635-B
Submittal Date: 09/23/20
UTA Contract No.: UT13-064GL
Drawing No.: TP635
Sheet No.:

DocuSign Envelope ID: 1BE62385-8DDE-4B18-B3B3-348D0FDE6233




Replacement of positive feeder cables and condition assessment of negative feeder cables is scope. Replacement of negative feeder cables is Option 2H

NOTES:

1. AS-BUILT EXISTING UNDERGROUND RACEWAY AND CABLE PLAN REFER TO UTA CONTRACT NO. UT-17VT-L54 AS-BUILT TRACTION POWER AND SIGNALING PACKAGE DRAWINGS LAST DATED 8/20/2002.
2. DESIGN BUILDER SHALL VERIFY THE EXISTING RACEWAY SCHEDULE AND UPDATE IF NECESSARY.
3. POSITIVE POWER FEEDER REPLACEMENT PLAN REFER TO 600 SERIES DRAWINGS FOR DETAILS.
4. PAD MOUNTED DISCONNECT SWITCH FOUNDATION AND DETAILS REFER TO DRAWING NO. TP925.
5. DUCT BANK INSTALLATION AND DETAILS REFER TO DRAWING NO. TP905.
6. FOR TPSS SRW6 UNDERGROUND RACEWAY AND CABLE PLAN REFER TO DRAWING NO. TP640.
7. DESIGN BUILDER SHALL COORDINATE WITH UTA TO DETERMINE BASE ON THE FIELD CONDITION FOR BEST FIT LOCATION FOR THE NEW PAD MOUNTED DISCONNECT SWITCHES, PULL BOX AND THE DUCTBANK ROUTING.
8. CONNECT PAD MOUNTED DISCONNECT SWITCH GROUND LOOP TO EXISTING GROUND MAT.

CONSTRUCTION SEQUENCE & WORK SCOPE:

1. INSTALL THE NEW PAD-MOUNTED DISCONNECT SWITCHES INCLUDING FOUNDATION AND GROUND LOOP/ROD TO EXISTING TPSS GROUND GRID
2. INSTALL THE LV DUCTBANK AND CONDUITS FOR LV CIRCUITS FROM TPSS TO NEW PAD-MOUNTED DISCONNECT SWITCHES. INSTALL LV CABLES FROM TPSS TO NEW PAD-MOUNTED DISCONNECT SWITCHES.
3. INSTALL JUMPER OVER THE OCS SECTIONS BREAKS
4. OPEN THE CIRCUIT BREAKERS AND PUT RED TAG
5. REMOVE EXISTING POLE MOUNTED DISCONNECT SWITCHES
6. REPLACE NEGATIVE CABLES FROM TPSS TO RAILS
7. REMOVE THE FEEDER CABLES FROM OCS TO TPSS
8. INSTALL NEW PULL BOX TO INTERCEPT THE EXISTING POSITIVE DUCT BANK
9. INSTALL THE DUCT BANK AND CONDUITS FROM EXISTING POSITIVE PULL BOX TO NEW PAD-MOUNTED DISCONNECT SWITCHES
10. INSTALL NEW FEEDER CABLES FROM TPSS TO NEW PAD-MOUNTED DISCONNECT SWITCHES
11. INSTALL NEW FEEDER CABLES FROM NEW PAD-MOUNTED SWITCHES TO OCS
12. CLOSE CIRCUIT BREAKER AND REMOVE JUMPERS FROM OCS
13. PERFORM TESTS

| REV | DATE | Description |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| B | 02/03/21 | ADDENDUM NO. 8 |
| A | 09/23/20 | PRELIMINARY DESIGN SUBMITTAL |

REGISTERED PROFESSIONAL ENGINEER MICHAEL HSIAO No. 11663776-2202 Exp. 03/31/2021 CIVIL STATE OF UTAH

wsp

Submitted By: _____

UTA TRAX
SALT LAKE BUS/RAIL PROJECT
UTAH TRANSIT AUTHORITY

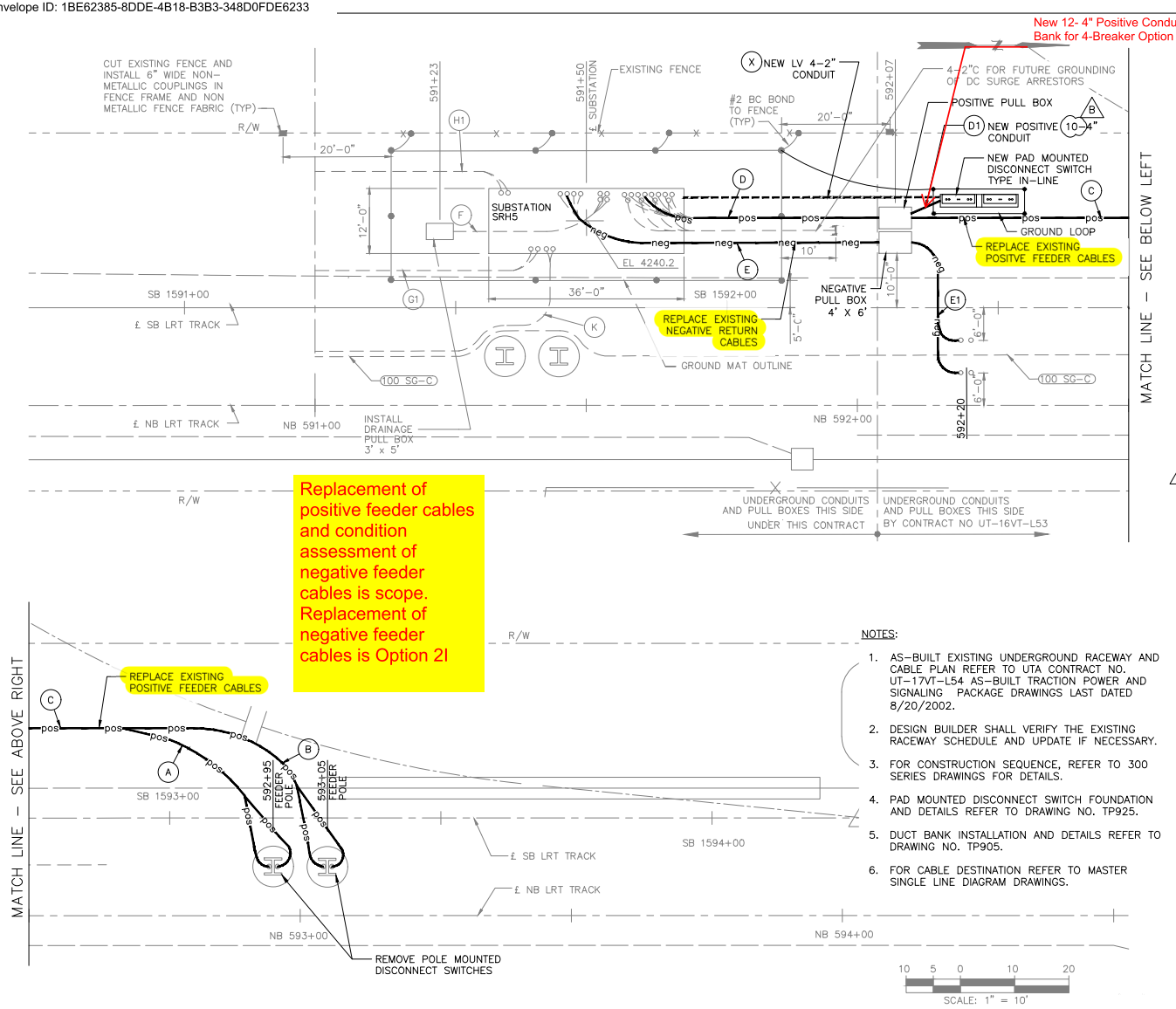
Approved By: _____

| | |
|---|---|
| Designed By: | J. LAU |
| Drawn By: | A. CHEUNG |
| Checked By: | M. HSIAO |
| Approved By: | M. HSIAO |

UTA REHABILITATION OF TPSS
WALTON SUBSTATION
SITE PLAN AND CONSTRUCTION SEQUENCES
TPSS SRW6
SHEET 1 OF 1

| | |
|---|---|
| Scale: | 1"=10'-0" |
| CADD Filename: | UTA-TP340.dwg |
| Submittal Date | 09/23/20 |
| UTA Contract No.: | UT13-064GL |
| Drawing No.: | TP340 |
| Sheet No.: | |

DocuSign Envelope ID: 1BE62385-8DDE-4B18-B3B3-348D0FDE6233




Replacement of positive feeder cables and condition assessment of negative feeder cables is scope. Replacement of negative feeder cables is Option 2I

NOTES:

1. AS-BUILT EXISTING UNDERGROUND RACEWAY AND CABLE PLAN REFER TO UTA CONTRACT NO. UT-17VT-L54 AS-BUILT TRACTION POWER AND SIGNALING PACKAGE DRAWINGS LAST DATED 8/20/2002.
2. DESIGN BUILDER SHALL VERIFY THE EXISTING RACEWAY SCHEDULE AND UPDATE IF NECESSARY.
3. FOR CONSTRUCTION SEQUENCE, REFER TO 300 SERIES DRAWINGS FOR DETAILS.
4. PAD MOUNTED DISCONNECT SWITCH FOUNDATION AND DETAILS REFER TO DRAWING NO. TP925.
5. DUCT BANK INSTALLATION AND DETAILS REFER TO DRAWING NO. TP905.
6. FOR CABLE DESTINATION REFER TO MASTER SINGLE LINE DIAGRAM DRAWINGS.

RACEWAY AND CABLE INSTALLATION SCHEDULE

| DUCT BANKS | CONDUIT | CABLE | FEEDER | CONDUIT ASSIGNMENT |
|---|---|---|---|---|
| A | 1-4" | 2-500 MCM (N) | 172-2 | FEEDER SOUTH SECTION(OCS) |
| | 1-4" | 2-500 MCM (N) | 172-2 | FEEDER SOUTH SECTION(OCS) |
| | | | | |
| B | 1-4" | 2-500 MCM (N) | 172-1 | FEEDER NORTH SECTION(OCS) |
| | 1-4" | 2-500 MCM (N) | 172-1 | FEEDER NORTH SECTION(OCS) |
| | | | | |
| C | 1-4" | 2-500 MCM (N) | 172-2 | FEEDER SOUTH SECTION |
| | 1-4" | 2-500 MCM (N) | 172-2 | FEEDER SOUTH SECTION |
| | 1-4" | 2-500 MCM (N) | 172-1 | FEEDER NORTH SECTION |
| | 1-4" | 2-500 MCM (N) | 172-1 | FEEDER NORTH SECTION |
| | | | | |
| D1 | 1-4"(N) | 2-500 MCM (N) | 172-2 | FEEDER SOUTH PAD MOD(OUT) |
| | 1-4"(N) | 2-500 MCM (N) | 172-2 | FEEDER SOUTH PAD MOD(OUT) |
| | 1-4"(N) | 2-500 MCM (N) | 172-1 | FEEDER NORTH PAD MOD(OUT) |
| | 1-4"(N) | 2-500 MCM (N) | 172-1 | FEEDER NORTH PAD MOD(OUT) |
| | 1-4"(N) | 2-500 MCM (N) | 172-2 | FEEDER SOUTH PAD MOD(IN) |
| | 1-4"(N) | 2-500 MCM (N) | 172-2 | FEEDER SOUTH PAD MOD(IN) |
| | 1-4"(N) | 2-500 MCM (N) | 172-1 | FEEDER NORTH PAD MOD(IN) |
| | 1-4"(N) | 2-500 MCM (N) | 172-1 | FEEDER NORTH PAD MOD(IN) |
| B | 2-4"(N) | SPARE | - | - |
| D | 1-4" | 2-500 MCM (N) | 172-2 | FEEDER SOUTH BREAKER BUS |
| | 1-4" | 2-500 MCM (N) | 172-2 | FEEDER SOUTH BREAKER BUS |
| | 1-4" | 2-500 MCM (N) | 172-1 | FEEDER NORTH BREAKER BUS |
| | 1-4" | 2-500 MCM (N) | 172-1 | FEEDER NORTH BREAKER BUS |
| | 2-4" | SPARE | - | FUTURE SECTION |
| | 4-4" | SPARE | - | FUTURE SECTION |
| | | | | |
| E | 1-4" | 3-500 MCM (N) | - | NEGATIVE RETURN |
| | 1-4" | 3-500 MCM (N) | - | NEGATIVE RETURN |
| | 2-4" | SPARE | - | FUTURE NEGATIVE RETURN |
| E1 | 1-4" | 3-500 MCM (N) | - | NEGATIVE RETURN |
| | 1-4" | 3-500 MCM (N) | - | NEGATIVE RETURN |
| | 2-4" | SPARE | - | FUTURE NEGATIVE RETURN |
| | | | | |
| F | 4-4" | - | DR1-DR4 CONTACTORS | DRAINAGE CKT |
| G | 2-4" | - | - | TELEPHONE |
| G1 | 2-4" | - | - | TELEPHONE |
| H | 2-6" | - | - | UTILITY 12KV POWER SUPPLY |
| H1 | 2-6" | - | - | UTILITY 12KV POWER SUPPLY |
| K | 2-2" | - | - | COMMUNICATION |
| | | | | |
| X | 1-2"(N) | 24-2/C #18 AWG | SCADA B | PAD MOUNTED DISC SW |
| | 1-2"(N) | 2-2/C #10 AWG, #10 G | AUX/CONT POWER | PAD MOUNTED DISC SW |
| | 1-2"(N) | 1-2/C #6 AWG | NEG BUS | PAD MOUNTED DISC SW |
| | 1-2"(N) | - | SPARE | PAD MOUNTED DISC SW |

| REV | DATE | Description |
|---|---|---|
| B | 02/03/21 | ADDENDUM NO. 8 |
| A | 09/23/20 | PRELIMINARY DESIGN SUBMITTAL |

REGISTERED PROFESSIONAL ENGINEER MICHAEL HSIAO No. 11663776-2202 Exp. 03/31/2021 CIVIL STATE OF UTAH

Submitted By: _____

wsp

UTA TRAX
SALT LAKE BUS/RAIL PROJECT
UTAH TRANSIT AUTHORITY

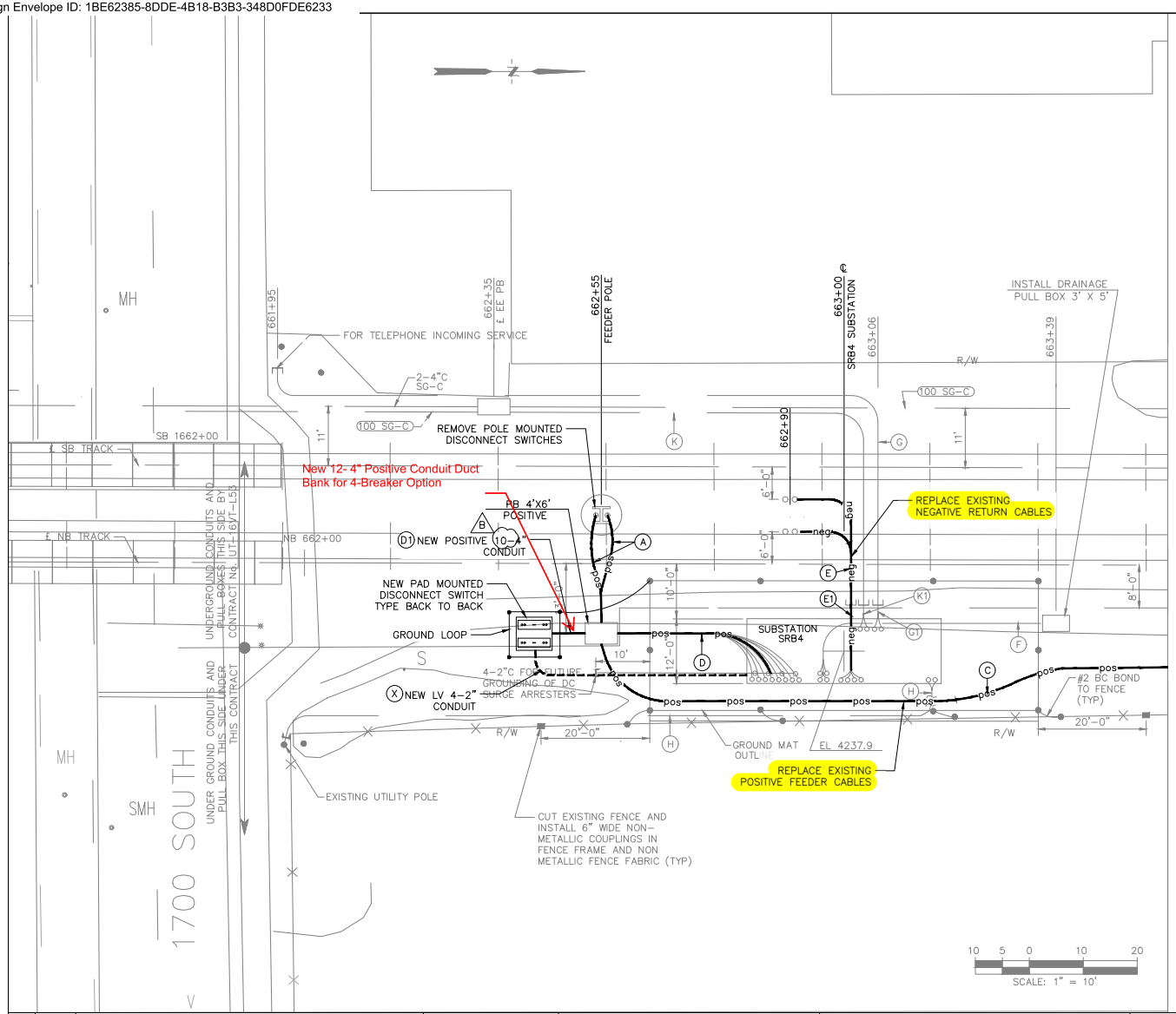
Approved By: _____

Designed By: J. LAU
Drawn By: A. CHEUNG
Checked By: M. HSIAO
Approved By: M. HSIAO

UTA REHABILITATION OF TPSS
HUSLERS SUBSTATION
UNDERGROUND RACEWAY AND CABLE PLANS
TPSS SRH5
SHEET 1 OF 1

Scale: 1"=10'-0"
CADD Filename: UTA-TP645-B
Submittal Date: 09/23/20
UTA Contract No.: UT13-064GL
Drawing No.: TP645
Sheet No.:

DocuSign Envelope ID: 1BE62385-8DDE-4B18-B3B3-348D0FDE6233




Replacement of positive feeder cables and condition assessment of negative feeder cables is scope. Replacement of negative feeder cables is Option 2J

NOTES:

1. AS-BUILT EXISTING UNDERGROUND RACEWAY AND CABLE PLAN REFER TO UTA CONTRACT NO. UT-17/T-L54 AS-BUILT TRACTION POWER AND SIGNALING PACKAGE DRAWINGS LAST DATED 8/20/2002.
2. DESIGN BUILDER SHALL VERIFY THE EXISTING RACEWAY SCHEDULE AND UPDATE IF NECESSARY.
3. POSITIVE POWER FEEDER REPLACEMENT PLAN REFER TO 600 SERIES DRAWINGS FOR DETAILS.
4. PAD MOUNTED DISCONNECT SWITCH FOUNDATION AND DETAILS REFER TO DRAWING NO. TP925.
5. DUCT BANK INSTALLATION AND DETAILS REFER TO DRAWING NO. TP905.
6. FOR TPSS SRB4 UNDERGROUND RACEWAY AND CABLE PLAN REFER TO DRAWING NO. TP650 & TP651.
7. DESIGN BUILDER SHALL COORDINATE WITH UTA TO DETERMINE BASE ON THE FIELD CONDITION FOR BEST FIT LOCATION FOR THE NEW PAD MOUNTED DISCONNECT SWITCHES, PULL BOX AND THE DUCTBANK ROUTING.
8. CONNECT PAD MOUNTED DISCONNECT SWITCH GROUND LOOP TO EXISTING GROUND MAT.

CONSTRUCTION SEQUENCE & WORK SCOPE:

1. INSTALL THE NEW PAD-MOUNTED DISCONNECT SWITCHES INCLUDING FOUNDATION AND GROUND LOOP/ROD TO EXISTING TPSS GROUND GRID
2. INSTALL THE DUCT BANK AND CONDUITS FROM EXISTING POSITIVE PULL BOX TO NEW PAD-MOUNTED DISCONNECT SWITCHES
3. INSTALL THE LV DUCTBANK AND CONDUITS FOR LV CIRCUITS FROM TPSS TO NEW PAD-MOUNTED DISCONNECT SWITCHES. INSTALL LV CABLES FROM TPSS TO NEW PAD-MOUNTED DISCONNECT SWITCHES.
4. INSTALL JUMPER OVER THE OCS SECTION BREAKS
5. OPEN THE CIRCUIT BREAKERS AND PUT RED TAG
6. REMOVE EXISTING POLE MOUNTED DISCONNECT SWITCHES
7. REPLACE NEGATIVE CABLE FROM TPSS TO RAILS
8. REMOVE THE FEEDER CABLES FROM OCS TO TPSS
9. INSTALL NEW FEEDER CABLES FROM TPSS TO NEW PAD-MOUNTED DISCONNECT SWITCHES
10. INSTALL NEW FEEDER CABLES FROM NEW PAD-MOUNTED SWITCHES TO OCS
11. CLOSE CIRCUIT BREAKER AND REMOVE JUMPERS FROM OCS
12. PERFORM TESTS

| REV | DATE | Description |
|---|---|---|
| B | 02/03/21 | ADDENDUM NO. 8 |
| A | 09/23/20 | PRELIMINARY DESIGN SUBMITTAL |

REGISTERED PROFESSIONAL ENGINEER MICHAEL HSIAO No. 11663776-2202 Exp. 03/31/2021 CIVIL STATE OF UTAH

wsp

Submitted By: _____

UTA TRAX
SALT LAKE BUS/RAIL PROJECT
UTAH TRANSIT AUTHORITY

Approved By: _____

| | |
|---|---|
| Designed By: | J. LAU |
| Drawn By: | A. CHEUNG |
| Checked By: | M. HSIAO |
| Approved By: | M. HSIAO |

UTA REHABILITATION OF TPSS
BURTON SUBSTATION
SITE PLAN AND CONSTRUCTION SEQUENCES
TPSS SRB4
SHEET 1 OF 2

| | |
|---|---|
| Scale: | 1"=10'-0" |
| CADD Filename: | UTA-TP350.dwg |
| Submittal Date | 09/23/20 |
| UTA Contract No.: | UT13-064GL |
| Drawing No.: | TP350 |
| Sheet No.: | |

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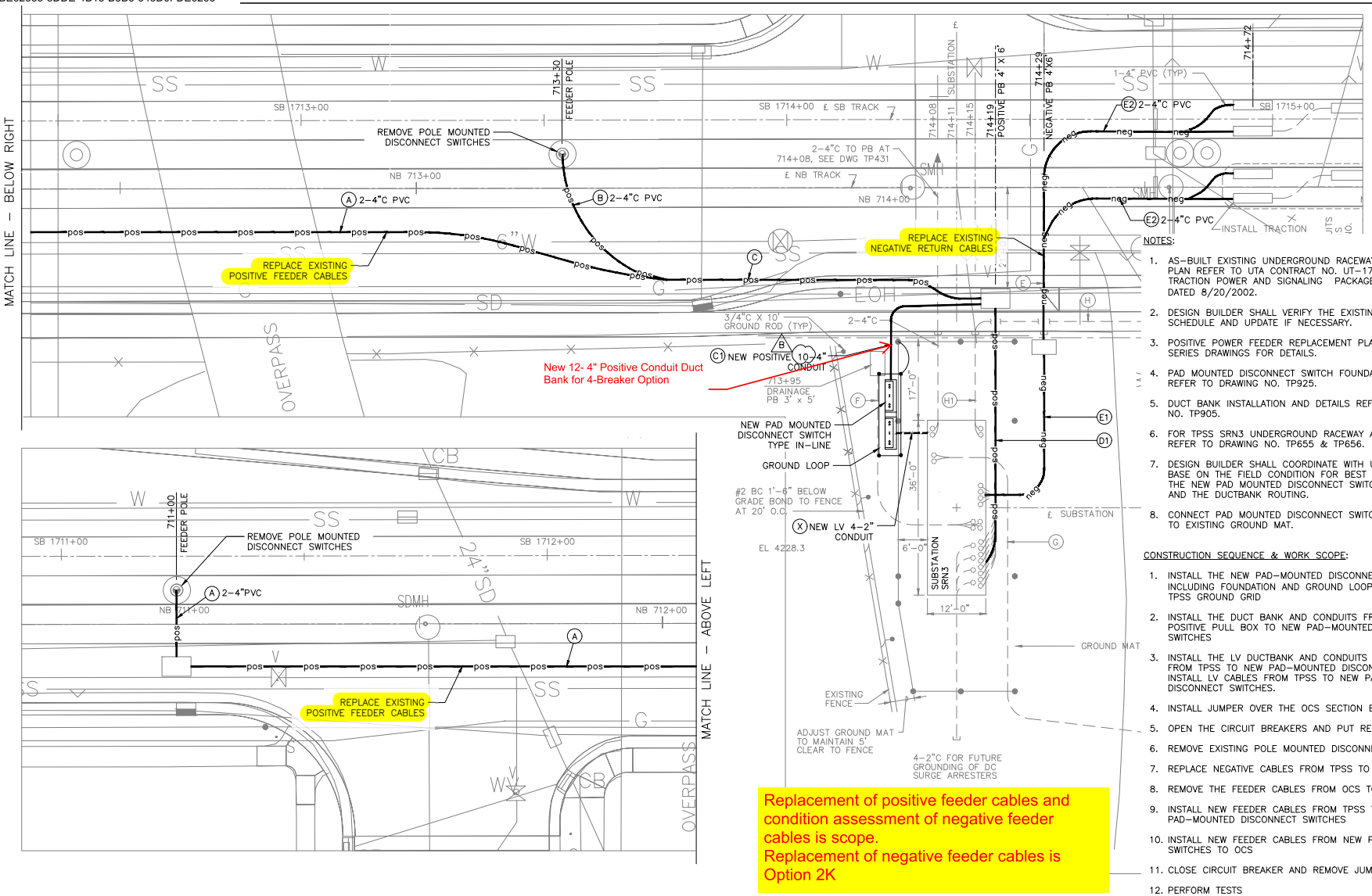


Replacement of positive feeder cables and condition assessment of negative feeder cables is scope.
Replacement of negative feeder cables is Option 2K

NOTES:

1. AS–BUILT EXISTING UNDERGROUND RACEWAY AND CABLE PLAN REFER TO UTA CONTRACT NO. UT–17VT–L54 AS–BUILT TRACTION POWER AND SIGNALING PACKAGE DRAWINGS LAST DATED 8/20/2002.
2. DESIGN BUILDER SHALL VERIFY THE EXISTING RACEWAY SCHEDULE AND UPDATE IF NECESSARY.
3. POSITIVE POWER FEEDER REPLACEMENT PLAN REFER TO 600 SERIES DRAWINGS FOR DETAILS.
4. PAD MOUNTED DISCONNECT SWITCH FOUNDATION AND DETAILS REFER TO DRAWING NO. TP925.
5. DUCT BANK INSTALLATION AND DETAILS REFER TO DRAWING NO. TP905.
6. FOR TPSS SRN3 UNDERGROUND RACEWAY AND CABLE PLAN REFER TO DRAWING NO. TP655 & TP656.
7. DESIGN BUILDER SHALL COORDINATE WITH UTA TO DETERMINE BASE ON THE FIELD CONDITION FOR BEST FIT LOCATION FOR THE NEW PAD MOUNTED DISCONNECT SWITCHES, PULL BOX AND THE DUCTBANK ROUTING.
8. CONNECT PAD MOUNTED DISCONNECT SWITCH GROUND LOOP TO EXISTING GROUND MAT.

CONSTRUCTION SEQUENCE & WORK SCOPE:

1. INSTALL THE NEW PAD–MOUNTED DISCONNECT SWITCHES INCLUDING FOUNDATION AND GROUND LOOP/ROD TO EXISTING TPSS GROUND GRID
2. INSTALL THE DUCT BANK AND CONDUITS FROM EXISTING POSITIVE PULL BOX TO NEW PAD–MOUNTED DISCONNECT SWITCHES
3. INSTALL THE LV DUCTBANK AND CONDUITS FOR LV CIRCUITS FROM TPSS TO NEW PAD–MOUNTED DISCONNECT SWITCHES. INSTALL LV CABLES FROM TPSS TO NEW PAD–MOUNTED DISCONNECT SWITCHES.
4. INSTALL JUMPER OVER THE OCS SECTION BREAKS
5. OPEN THE CIRCUIT BREAKERS AND PUT RED TAG
6. REMOVE EXISTING POLE MOUNTED DISCONNECT SWITCHES
7. REPLACE NEGATIVE CABLES FROM TPSS TO RAILS
8. REMOVE THE FEEDER CABLES FROM OCS TO TPSS
9. INSTALL NEW FEEDER CABLES FROM TPSS TO NEW PAD–MOUNTED DISCONNECT SWITCHES
10. INSTALL NEW FEEDER CABLES FROM NEW PAD–MOUNTED SWITCHES TO OCS
11. CLOSE CIRCUIT BREAKER AND REMOVE JUMPERS FROM OCS
12. PERFORM TESTS

| REV | DATE | Description |
|---|---|---|
| B | 02/03/21 | ADDENDUM NO. 8 |
| A | 09/23/20 | PRELIMINARY DESIGN SUBMITTAL |

REGISTERED PROFESSIONAL ENGINEER — MICHAEL HSIAO — No. 11663776–2202 — Exp. 03/31/2021 — CIVIL — STATE OF UTAH

Submitted By: _____

UTA TRAX
SALT LAKE BUS/RAIL PROJECT
UTAH TRANSIT AUTHORITY

Approved By: _____

| | |
|---|---|
| Designed By: | J. LAU |
| Drawn By: | A. CHEUNG |
| Checked By: | M. HSIAO |
| Approved By: | M. HSIAO |

UTA REHABILITATION OF TPSS
NINTH SOUTH SUBSTATION
SITE PLAN AND CONSTRUCTION SEQUENCES
TPSS SRN3
SHEET 1 OF 1

| | |
|---|---|
| Scale: | 1"=10'–0" |
| CADD Filename: | UTA–TP355.dwg |
| Submittal Date | 09/23/20 |
| UTA Contract No.: | UT–13–0640L |
| Drawing No.: | TP355 |
| Sheet No.: | |

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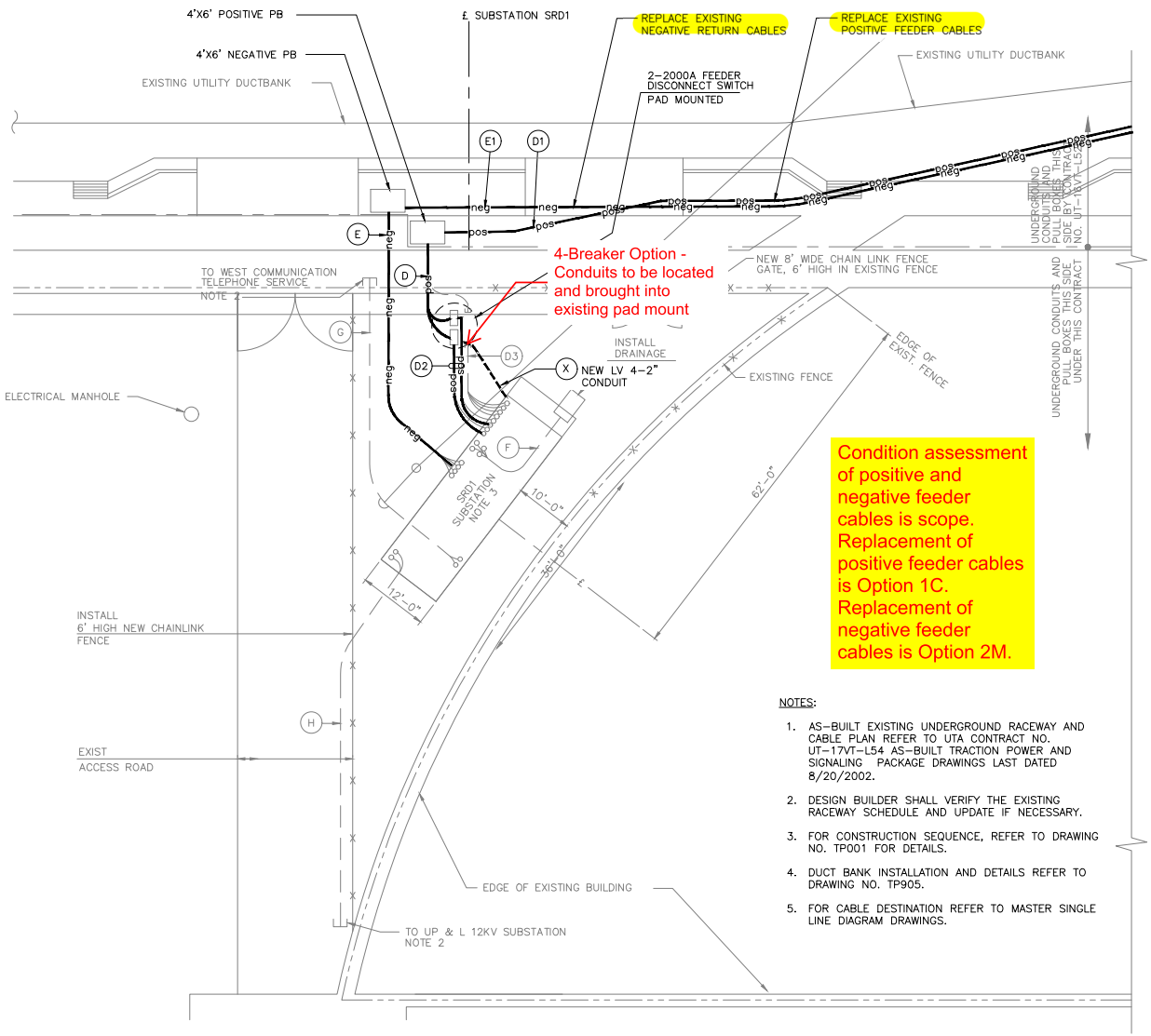


Condition assessment of positive and negative feeder cables is scope. Replacement of positive feeder cables is Option 1C. Replacement of negative feeder cables is Option 2M.

NOTES:

1. AS-BUILT EXISTING UNDERGROUND RACEWAY AND CABLE PLAN REFER TO UTA CONTRACT NO. UT-17VT-L54 AS-BUILT TRACTION POWER AND SIGNALING PACKAGE DRAWINGS LAST DATED 8/20/2002.
2. DESIGN BUILDER SHALL VERIFY THE EXISTING RACEWAY SCHEDULE AND UPDATE IF NECESSARY.
3. FOR CONSTRUCTION SEQUENCE, REFER TO DRAWING NO. TP001 FOR DETAILS.
4. DUCT BANK INSTALLATION AND DETAILS REFER TO DRAWING NO. TP905.
5. FOR CABLE DESTINATION REFER TO MASTER SINGLE LINE DIAGRAM DRAWINGS.

RACEWAY AND CABLE INSTALLATION SCHEDULE

| DUCT BANKS | CONDUIT | CABLE | FEEDER | CONDUIT ASSIGNMENT |
|---|---|---|---|---|
| (D) | 1-4" | 2-750 MCM(N) | 172-2 | SOUTHBOUND MOD |
| | 1-4" | 2-750 MCM(N) | 172-2 | SOUTHBOUND MOD |
| | 1-4" | 2-500 MCM(N) | 172-1 | NORTHBOUND MOD |
| | 1-4" | 2-500 MCM(N) | 172-1 | NORTHBOUND MOD |
| | 2-4" | SPARE | – | FUTURE SOUTHBOUND FEEDER |
| | 2-4" | SPARE | – | FUTURE NORTHBOUND FEEDER |
| (D1) | 1-4" | 2-750 MCM(N) | 172-2 | SOUTHBOUND FEEDER |
| | 1-4" | 2-750 MCM(N) | 172-2 | SOUTHBOUND FEEDER |
| | 1-4" | 2-500 MCM(N) | 172-1 | NORTHBOUND FEEDER |
| | 1-4" | 2-500 MCM(N) | 172-1 | NORTHBOUND FEEDER |
| | 2-4" | SPARE | – | FUTURE SOUTHBOUND FEEDER |
| | 2-4" | SPARE | – | FUTURE NORTHBOUND FEEDER |
| | | | | |
| (D2) | 1-4" | 2-750 MCM(N) | 172-2 | FEEDER SOUTH BREAKER BUS |
| | 1-4" | 2-750 MCM(N) | 172-2 | FEEDER SOUTH BREAKER BUS |
| | 1-4" | 2-500 MCM(N) | 172-1 | FEEDER NORTH BREAKER BUS |
| | 1-4" | 2-500 MCM(N) | 172-1 | FEEDER NORTH BREAKER BUS |
| | | | | |
| (D3) | 2-4" | SPARE | – | FUTURE SOUTH FEEDER |
| | 2-4" | SPARE | – | FUTURE SOUTH FEEDER |
| | | | | |
| (E) | 1-4" | 3-500 MCM(N) | – | NEGATIVE RETURN |
| | 1-4" | 3-500 MCM(N) | – | NEGATIVE RETURN |
| | 2-4" | SPARE | – | FUTURE NEGATIVE RETURN |
| (E1) | 1-4" | 3-500 MCM(N) | – | NEGATIVE RETURN |
| | 1-4" | 3-500 MCM(N) | – | NEGATIVE RETURN |
| | 2-4" | SPARE | – | FUTURE NEGATIVE RETURN |
| | | | | |
| (F) | 4-4" | – | DR1-DR4 CONTACTORS | DRAINAGE CKT |
| (G) | 2-4" | – | – | TELEPHONE |
| (H) | 2-6" | – | – | UTILITY 12KV POWER SUPPLY |
| | | | | |
| (X) | 1-2"(N) | 24-2/C #18 AWG | SCADA | PAD MOUNTED MOD(E) |
| | 1-2"(N) | 2-2/C #10 AWG, #10 G | AUX/CONT POWER | PAD MOUNTED MOD(E) |
| | 1-2"(N) | 1-2/C #6 AWG | NEG BUS | PAD MOUNTED MOD(E) |
| | 1-2"(N) | – | SPARE | PAD MOUNTED MOD(E) |

SRD1 - Central

| REV | DATE | Description |
|---|---|---|
| B | 02/03/21 | ADDENDUM NO. 8 |
| A | 09/23/20 | PRELIMINARY DESIGN SUBMITTAL |

REGISTERED PROFESSIONAL ENGINEER MICHAEL HSIAO No. 11663776-2202 Exp. 03/31/2021 CIVIL STATE OF UTAH

Submitted By: _____

wsp

Approved By: _____

UTA TRAX
SALT LAKE BUS/RAIL PROJECT
UTAH TRANSIT AUTHORITY

Designed By: J. LAU
Drawn By: A. CHEUNG
Checked By: M. HSIAO
Approved By: M. HSIAO

UTA REHABILITATION OF TPSS
DELTA CENTER SUBSTATION
UNDERGROUND RACEWAY AND CABLE PLANS
TPSS SRD1
SHEET 2 OF 2

Scale: 1"=10'-0"
CADD Filename: UTA-TP671-B
Submittal Date: 09/23/20
UTA Contract No.: UT13-064GL
Drawing No.: TP671
Sheet No.:

DocuSign Envelope ID: 1BE62385-8DDE-4B18-B3B3-348D0FDE6233

# C3M Power Systems
# Added DC Feeder Breaker
# Schedule Update & Analysis

DocuSign Envelope ID: 1BE62385-8DDE-4B18-B3B3-348D0FDE6233

# UTA SOGR TPSS - Time Analysis - 2 Add. Breakers

| | Task Name | Duration | Start | Finish | Comments |
|---|---|---|---|---|---|
| 1 | Traction Power Substation | 1118d | 04/30/21 | 08/12/25 | |
| 2 | Milestones | 1118d | 04/30/21 | 08/12/25 | |
| 3 | Contract Award | 0 | 04/30/21 | 04/30/21 | |
| 4 | Notice to Proceed | 0 | 06/24/21 | 06/24/21 | |
| 5 | Substantial Completion | 0 | 04/08/25 | 04/08/25 | |
| 6 | Final Acceptance | 0 | 08/12/25 | 08/12/25 | 90 Days After Substantial Completion Date |
| 7 | Initial Tasks & Administrative Submittals | 147d | 06/24/21 | 01/14/22 | |
| 47 | Design | 335d | 08/30/21 | 12/09/22 | |
| 48 | Specifications Submit/Review/Approve (S/R/A) | 133d | 08/30/21 | 03/02/22 | |
| 49 | Long Lead Time Specifications S/R/A | 83d | 08/30/21 | 11/24/21 | |
| 50 | DC Switchgear | 11d | 08/30/21 | 09/13/21 | Approval Received in Email on 9/12/2021. |
| 51 | DC Switchgear NPR | 11d | 08/30/21 | 09/13/21 | |
| 52 | Pad Mounted Disconnect Switches | 22d | 09/14/21 | 10/13/21 | |
| 53 | Rectifier Transformers | 30d | 10/14/21 | 11/24/21 | |
| 54 | Rectifiers | 30d | 10/14/21 | 11/24/21 | |
| 55 | SCC, SCADA, & CCA Cabinets | 25d | 10/14/21 | 11/17/21 | |
| 56 | 90% Specifications S/R/A | 75d | 10/14/21 | 01/26/22 | |
| 57 | 100% Specifications S/R/A | 45d | 12/30/21 | 03/02/22 | |
| 58 | 60%, 90%, & 100% Drawings TPSS SRH5 Hustlers' and YRY1 Collet Yard (DP#001) | 150d | 10/04/21 | 04/29/22 | |
| 59 | 60% Drawings S/R/A | 45d | 10/04/21 | 12/03/21 | |
| 60 | 90% Drawings S/R/A | 55d | 12/27/21 | 03/11/22 | |
| 61 | 100% Drawings S/R/A | 45d | 03/07/22 | 04/29/22 | |
| 62 | 60%, 90%, & 100% Drawing SRN13 9400 and E2 900 (DP#002) | 160d | 12/06/21 | 07/15/22 | |
| 63 | 60%, 90%, & 100% Drawings Remaining Type A and B TPSS SRS11 - SRP9 (DP#003) | 220d | 12/27/21 | 10/28/22 | |
| 64 | 60%, 90%, & 100% Drawings Type C and D TPSS SR4 - SRT2 (DP#004) | 220d | 02/07/22 | 12/09/22 | |
| 65 | Equipment Procurement (S/R/A, Fabricate, Deliver) | 534d | 09/14/21 | 09/29/23 | |
| 79 | Construction, Testing, Cx & Final Integration | 671d | 08/03/22 | 02/26/25 | |
| 80 | TYPE A AND B SUBSTATIONS | 312d | 08/03/22 | 10/12/23 | |
| 81 | YRY1 Collet Yard | 49d | 08/03/22 | 10/10/22 | |
| 92 | SRH5 Hustlers Substation | 79d | 08/17/22 | 12/05/22 | |
| 93 | Mobilize to Site | 3d | 08/17/22 | 08/19/22 | |
| 94 | Remove Existing DC Switchgear | 3d | 08/22/22 | 08/24/22 | |
| 95 | Install Dielectric Flooring | 5d | 08/25/22 | 08/31/22 | |
| 96 | Installation of New DC Switchgear | 6d | 09/01/22 | 09/08/22 | Additional Day Added for the installation of the (2) Additional DC Feeder Breakers |
| 97 | Remove & Reinstall DC Feeder Cables (Per Condition Assessment) | 20d | 09/07/22 | 10/04/22 | |
| 98 | Upgrade control, protection, and monitoring system | 11d | 10/05/22 | 10/19/22 | Additional Day Added for the installation of SCADA Cables for (2) Additional DC Breakers |
| 99 | Pole-mount to pad-mount disconnect switch replacement (B2B) | 20d | 10/20/22 | 11/16/22 | |
| 100 | Repair/Replacement of Essential Equipment in TPSS | 5d | 11/17/22 | 11/23/22 | |
| 101 | Field Test and Commission | 5d | 11/24/22 | 11/30/22 | Additional Day for testing of the (2) Additional DC Breakers |
| 102 | Clean-up and demobilize | 3d | 12/01/22 | 12/05/22 | |
| 103 | SRN13 9400 Substation | 76d | 10/11/22 | 01/24/23 | |
| 114 | E2 900 East Substation | 48d | 12/06/22 | 02/09/23 | |
| 125 | SRS11 Sugar Highway Substation | 76d | 01/25/23 | 05/10/23 | |
| 136 | E3 University Substation | 48d | 02/10/23 | 04/18/23 | |
| 147 | E1 200 East Substation | 48d | 04/19/23 | 06/23/23 | |
| 158 | E5 Medical Center Substation | 48d | 05/11/23 | 07/17/23 | |
| 169 | SRP9 Pallas Yard Substation | 79d | 06/26/23 | 10/12/23 | |
| 170 | Mobilize to Site | 3d | 06/26/23 | 06/28/23 | |
| 171 | Remove Existing DC Switchgear | 3d | 06/29/23 | 07/03/23 | |
| 172 | Install Dielectric Flooring | 5d | 07/04/23 | 07/10/23 | |
| 173 | Installation of New DC Switchgear | 6d | 07/11/23 | 07/18/23 | Additional Day Added for the installation of the (2) Additional DC Feeder Breakers |
| 174 | Remove & Reinstall DC Feeder Cables (Per Condition Assessment) | 20d | 07/17/23 | 08/11/23 | |
| 175 | Upgrade control, protection, and monitoring system | 11d | 08/14/23 | 08/28/23 | Additional Day Added for the installation of SCADA Cables for (2) Additional DC Breakers |
| 176 | Pole-mount to pad-mount disconnect switch replacement (in line) | 20d | 08/29/23 | 09/25/23 | |
| 177 | Repair/Replacement of Essential Equipment in TPSS | 5d | 09/26/23 | 10/02/23 | |
| 178 | Field Test and Commission | 5d | 10/03/23 | 10/09/23 | Additional Day for testing of the (2) Additional DC Breakers |
| 179 | Clean-up and demobilize | 3d | 10/10/23 | 10/12/23 | |
| 180 | TYPE C AND D SUBSTATIONS | 422d | 07/18/23 | 02/26/25 | |
| 181 | SRB4 Burton Substation | 94d | 07/18/23 | 11/24/23 | |
| 182 | Mobilize to Site | 3d | 07/18/23 | 07/20/23 | |
| 183 | Transformer Rectifier Unit 1.5MW to 2MW upgrade | 15d | 07/21/23 | 08/10/23 | |
| 184 | Remove Existing DC Switchgear | 3d | 08/11/23 | 08/15/23 | |
| 185 | Install Dielectric Flooring | 5d | 08/16/23 | 08/22/23 | |
| 186 | Installation of New DC Switchgear | 6d | 08/23/23 | 08/30/23 | Additional Day Added for the installation of the (2) Additional DC Feeder Breakers |
| 187 | Remove & Reinstall DC Feeder Cables (Per Condition Assessment) | 20d | 08/29/23 | 09/25/23 | |
| 188 | Upgrade control, protection, and monitoring system | 11d | 09/26/23 | 10/10/23 | Additional Day Added for the installation of SCADA Cables for (2) Additional DC Breakers |
| 189 | Pole-mount to pad-mount disconnect switch replacement (B2B) | 20d | 10/11/23 | 11/07/23 | |
| 190 | Repair/Replacement of Essential Equipment in TPSS | 5d | 11/08/23 | 11/14/23 | |
| 191 | Field Test and Commission | 5d | 11/15/23 | 11/21/23 | Additional Day for testing of the (2) Additional DC Breakers |
| 192 | Clean-up and demobilize | 3d | 11/22/23 | 11/24/23 | |
| 193 | SRR12 Rio Grande Substation | 93d | 10/13/23 | 02/20/24 | |
| 205 | SRN3 900 South Substation | 92d | 11/27/23 | 04/02/24 | |
| 206 | Mobilize to Site | 3d | 11/27/23 | 11/29/23 | |
| 207 | Transformer Rectifier Unit 1.5MW to 2MW upgrade | 15d | 11/30/23 | 12/20/23 | |
| 208 | Remove Existing DC Switchgear | 3d | 12/21/23 | 12/25/23 | |
| 209 | Install Dielectric Flooring | 5d | 12/26/23 | 01/01/24 | |
| 210 | Installation of New DC Switchgear | 6d | 01/02/24 | 01/09/24 | Additional Day Added for the installation of the (2) Additional DC Feeder Breakers |
| 211 | Remove & Reinstall DC Feeder Cables (Per Condition Assessment) | 20d | 01/03/24 | 01/29/24 | |
| 212 | Upgrade control, protection, and monitoring system | 11d | 01/30/24 | 02/13/24 | Additional Day Added for the installation of SCADA Cables for (2) Additional DC Breakers |
| 213 | Pole-mount to pad-mount disconnect switch replacement (in line) | 20d | 02/14/24 | 03/12/24 | |
| 214 | Repair/Replacement of Essential Equipment in TPSS | 6d | 03/13/24 | 03/20/24 | |
| 215 | Field Test and Commission | 6d | 03/21/24 | 03/28/24 | Additional Day for testing of the (2) Additional DC Breakers |
| 216 | Clean-up and demobilize | 3d | 03/29/24 | 04/02/24 | |
| 217 | SRM8 Murray Substation | 96d | 02/21/24 | 07/03/24 | |
| 218 | Mobilize to Site | 3d | 02/21/24 | 02/23/24 | |
| 219 | Transformer Rectifier Unit 1.5MW to 2MW upgrade | 15d | 02/26/24 | 03/15/24 | |
| 220 | Remove Existing DC Switchgear | 3d | 03/18/24 | 03/20/24 | |
| 221 | Install Dielectric Flooring | 5d | 03/21/24 | 03/27/24 | |
| 222 | Installation of New DC Switchgear | 6d | 03/28/24 | 04/04/24 | Additional Day Added for the installation of the (2) Additional DC Feeder Breakers |
| 223 | Remove & Reinstall DC Feeder Cables (Per Condition Assessment) | 20d | 04/05/24 | 05/02/24 | |
| 224 | Upgrade control, protection, and monitoring system | 11d | 05/03/24 | 05/17/24 | Additional Day Added for the installation of SCADA Cables for (2) Additional DC Breakers |
| 225 | Pole-mount to pad-mount disconnect switch replacement (in line) | 20d | 05/20/24 | 06/14/24 | |
| 226 | Repair/Replacement of Essential Equipment in TPSS | 5d | 06/17/24 | 06/21/24 | |
| 227 | Field Test and Commission | 5d | 06/24/24 | 06/28/24 | Additional Day for testing of the (2) Additional DC Breakers |
| 228 | Clean-up and demobilize | 3d | 07/01/24 | 07/03/24 | |
| 229 | E4 Fort Douglas Substation | 63d | 04/03/24 | 06/28/24 | |
| 241 | SRW8 Walton Substation | 96d | 07/04/24 | 11/14/24 | |
| 242 | Mobilize to Site | 3d | 07/04/24 | 07/08/24 | |
| 243 | Transformer Rectifier Unit 1.5MW to 2MW upgrade | 15d | 07/09/24 | 07/29/24 | |
| 244 | Remove Existing DC Switchgear | 3d | 07/30/24 | 08/01/24 | |
| 245 | Install Dielectric Flooring | 5d | 08/02/24 | 08/08/24 | |

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| | Task Name | Duration | Start | Finish | Comments |
|---|---|---|---|---|---|
| 246 | Installation of New DC Switchgear | 6d | 08/09/24 | 08/16/24 | Additional Day Added for the installation of the (2) Additional DC Feeder Breakers |
| 247 | Remove & Reinstall DC Feeder Cables (Per Condition Assessment) | 20d | 08/19/24 | 09/13/24 | |
| 248 | Upgrade control, protection, and monitoring system | 11d | 09/16/24 | 09/30/24 | Additional Day Added for the installation of SCADA Cables for (2) Additional DC Breakers |
| 249 | Pole-mount to pad-mount disconnect switch replacement (in line) | 20d | 10/01/24 | 10/28/24 | |
| 250 | Repair/Replacement of Essential Equipment in TPSS | 5d | 10/29/24 | 11/04/24 | |
| 251 | Field Test and Commission | 5d | 11/05/24 | 11/11/24 | Additional Day for testing of the (2) Additional DC Breakers |
| 252 | Clean-up and demobilize | 3d | 11/12/24 | 11/14/24 | |
| 253 | SRD1 Delta Center Substation | 66d | 07/01/24 | 09/30/24 | |
| 254 | Mobilize to Site | 3d | 07/01/24 | 07/03/24 | |
| 255 | Transformer Rectifier Unit 1.5MW to 2MW upgrade | 15d | 07/04/24 | 07/24/24 | |
| 256 | Remove Existing DC Switchgear | 3d | 07/25/24 | 07/29/24 | |
| 257 | Install Dielectric Flooring | 5d | 07/30/24 | 08/05/24 | |
| 258 | Installation of New DC Switchgear | 6d | 08/06/24 | 08/13/24 | Additional Day Added for the installation of the (2) Additional DC Feeder Breakers |
| 259 | Remove & Reinstall DC Feeder Cables (Per Condition Assessment) | 5d | 08/14/24 | 08/20/24 | |
| 260 | Upgrade control, protection, and monitoring system | 11d | 08/21/24 | 09/04/24 | Additional Day Added for the installation of SCADA Cables for (2) Additional DC Breakers |
| 261 | Retrofit of pad-mount disconnect switches | 5e | 09/05/24 | 09/11/24 | |
| 262 | Repair/Replacement of Essential Equipment in TPSS | 5d | 09/12/24 | 09/18/24 | |
| 263 | Field Test and Commission | 5d | 09/19/24 | 09/25/24 | Additional Day for testing of the (2) Additional DC Breakers |
| 264 | Clean-up and demobilize | 3d | 09/26/24 | 09/30/24 | |
| 265 | SRC7 Central Substation | 96d | 10/01/24 | 02/11/25 | |
| 266 | Mobilize to Site | 3d | 10/01/24 | 10/03/24 | |
| 267 | Transformer Rectifier Unit 1.5MW to 2MW upgrade | 15d | 10/04/24 | 10/24/24 | |
| 268 | Remove Existing DC Switchgear | 3d | 10/25/24 | 10/29/24 | |
| 269 | Install Dielectric Flooring | 5d | 10/30/24 | 11/05/24 | |
| 270 | Installation of New DC Switchgear | 6d | 11/06/24 | 11/13/24 | Additional Day Added for the installation of the (2) Additional DC Feeder Breakers |
| 271 | Remove & Reinstall DC Feeder Cables (Per Condition Assessment) | 20d | 11/14/24 | 12/11/24 | |
| 272 | Upgrade control, protection, and monitoring system | 11d | 12/12/24 | 12/26/24 | Additional Day Added for the installation of SCADA Cables for (2) Additional DC Breakers |
| 273 | Pole-mount to pad-mount disconnect switch replacement (in line) | 20d | 12/27/24 | 01/23/25 | |
| 274 | Repair/Replacement of Essential Equipment in TPSS | 5d | 01/24/25 | 01/30/25 | |
| 275 | Field Test and Commission | 5d | 01/31/25 | 02/06/25 | Additional Day for testing of the (2) Additional DC Breakers |
| 276 | Clean-up and demobilize | 3d | 02/07/25 | 02/11/25 | |
| 277 | SRJ14 Jordan Substation | 63d | 11/15/24 | 02/11/25 | |
| 278 | SRT2 300 South Substation | 71d | 11/20/24 | 02/26/25 | |
| 279 | Mobilize to Site | 3d | 11/20/24 | 11/22/24 | |
| 280 | Transformer Rectifier Unit 1.5MW to 2MW upgrade | 15d | 11/25/24 | 12/13/24 | |
| 281 | Remove Existing DC Switchgear | 3d | 12/16/24 | 12/18/24 | |
| 282 | Install Dielectric Flooring | 5d | 12/19/24 | 12/25/24 | |
| 283 | Installation of New DC Switchgear | 1d | 12/26/24 | 12/26/24 | |
| 284 | Remove & Reinstall DC Feeder Cables (Per Condition Assessment) | 5d | 12/27/24 | 01/02/25 | |
| 285 | Install new conductor in parallel to existing circuit 2A | 10d | 01/03/25 | 01/16/25 | |
| 286 | Repair/Replacement of Essential Equipment in TPSS | 5d | 01/17/25 | 01/23/25 | |
| 287 | Upgrade control, protection, and monitoring system | 10d | 01/24/25 | 02/06/25 | |
| 288 | Retrofit of pad-mount disconnect switches | 2d | 02/07/25 | 02/10/25 | |
| 289 | Install New By-Pass Disconnect Switch | 5d | 02/11/25 | 02/17/25 | Installation of New By-Pass Disconnect Switches & Associated Conduit |
| 290 | Field Test and Commission | 4d | 02/18/25 | 02/21/25 | Additional Day for testing the (2) additional DC Breakers & By-Pass Switches |
| 291 | Clean-up and demobilize | 3d | 02/24/25 | 02/26/25 | |
| 292 | **Option 3 Substations** | 52d | 10/13/23 | 12/25/23 | |
| 293 | SRA10 Atwood | 52d | 10/13/23 | 12/25/23 | |
| 294 | Mobilize to Site | 3d | 10/13/23 | 10/17/23 | |
| 295 | Remove & Reinstall DC Feeder Cables (Per Condition Assessment) | 15d | 10/18/23 | 11/07/23 | Additional Days for the installation of Cabling for the Added By-Pass Switches. |
| 296 | Pole-mount to pad-mount disconnect switches replacement | 22d | 11/08/23 | 12/07/23 | Two Additional Days for increase in size of Pad Mounted Disconnect and Installation . |
| 297 | Reconfiguration of the DC Feeder Breakers | 5d | 12/08/23 | 12/14/23 | Added activity for the reconfiguration of the DC Feeder Breakers for adjacent Substations changes from 2 to 4 Breakers |
| 298 | Field Test and Commission | 4d | 12/15/23 | 12/20/23 | |
| 299 | Clean-up and demobilize | 3d | 12/21/23 | 12/25/23 | |
| 300 | Reconfiguration of Adjacenet Siemens Substations for Transfer Trip & Click & Trip | 10d | 02/27/25 | 03/12/25 | |
| 301 | TDx C3M Support (UTA Placeholder) | 15d | 03/05/25 | 03/25/25 | |
| 302 | Transfer Trip Testing | 10d | 03/26/25 | 04/08/25 | |
| 303 | **Closeout (including Punchlist Items)** | 70d | 04/09/25 | 07/15/25 | |

Key Notes:

1. Additional time required for the installation of the added DC Feeder Breakers at (9) substations. This activity increased by (1) day to allow enough time for the installation and securing of the switchgear.

2. Added time included for additional SCADA and 125 VDC cabling including testing, connecting (on both ends), and labeling.

3. Additional time has been adadded for the reconfiguration of adjacent substations that are not being upgraed to 4-breakers. Also includes the reconfiguration of the adjacent Siemens substations.

4. Includes additional time for additional conduit work at every location. Add (2) conduits into duct bank

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

| | |
|---|---|
| **TO:** | Board of Trustees |
| **THROUGH:** | Jay Fox, Executive Director |
| **FROM:** | Mary DeLoretto, Chief Service Development Officer |
| **PRESENTER(S):** | Jared Scarbrough, Acting Director of Capital Construction |
| | Kyle Stockley, Rail Infrastructure Project Manager |

**TITLE:**

**Change Order: On-Call Infrastructure Maintenance Contract Task Order #22-55 - Garfield Tie and Ballast Replacement (Stacy and Witbeck, Inc)**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

**RECOMMENDATION:**

Approve task order #22-55 to the on-call infrastructure maintenance contract with Stacy and Witbeck and authorize the Executive Director to execute the task order and associated disbursements in the amount of $249,816.

**BACKGROUND:**

In October 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with Stacy and Witbeck Inc. on January 27, 2021. This contract is for three-years with two one-year options.

**DISCUSSION:**

UTA has maintenance responsibilities for the Garfield Rail Corridor. This task order will replace 800 ties and 280 tons of ballast on the Garfield line. UTA Staff is requesting approval of this task order with Stacy and Witbeck, Inc. the amount of $249,816.00.

The task order has been determined to be within the scope of the master Task Ordering Agreement and the pricing has been determined to be fair and reasonable based on both an independent cost estimate and a price analysis.

**CONTRACT SUMMARY:**

| | |
|---|---|
| **Contractor Name:** | Stacy and Witbeck Inc. |
| **Contract Number:** | 20-03349-55 |
| **Base Contract Effective Dates:** | January 1, 2021 through December 31, 2023 |
| **Extended Contract Dates:** | N/A |
| **Existing Contract Value:** | $17,347,331 |
| **Amendment Amount:** | $249,816 |
| **New/Total Amount Contract Value:** | $17,597,147 |
| **Procurement Method:** | RFP best value modification |
| **Funding Sources:** | Capital project budget |

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**ALTERNATIVES:**

Garfield line would not be maintained and UTA runs the risk of stopping freight service due to the line not meeting minimum FRA standards.

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**FISCAL IMPACT:**

This budget is included in the 2022 Capital Program under project code: SGR401

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**ATTACHMENTS:**

1) Task Order

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# TASK ORDER NO# 22-55

## TASK ORDER NAME: Garfield Tie Replacement

## PROJECT CODE: SGR401 40-7401.68912

This is Task Order No. 22-55 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of February 2nd, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

### 1.0 SCOPE OF SERVICES

The scope of work for the Task Order #22-55 is hereby attached and incorporated into this Task Order.

### 2.0 SCHEDULE

The Substantial Completion Date for this Task December 31st, 2022. The Final Acceptance Date for this Task is December 31st, 2022.

### 3.0 LUMP SUM PRICE

The price for this task order is a not to exceed $249,816.00. Invoices will be billed on monthly basis for work completed to date.

### 4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does ☐ does not ☒ [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

By: _____
Jay Fox, Executive Director Date
> $100,000

By: _____
Mary DeLoretto, Chief Service Development Ofc. Date
< 100,000

By: _____
Dave Hancock, Director of Capital Construction Date
< $50,000

By: _____
Kyle Stockley, Project Manager Date
< $10,000

DocuSigned by:
Mike Bell
70E93A4158A44F6...
Legal Review

Procurement Review

STACY AND WITBECK, INC.:

By: DocuSigned by: Collin Christensen
ACA3AB62608B4E2...

Date: 3/30/2022

Stacy and Witbeck

March 3, 2022 On Call Services

Mr. Kyle Stockley
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Construction, Maintenance and Repair
Project No: 20-03349VW

Subject: 22-620-R1 - 2022 Garfield Tie Replacement

Dear Kyle:

We are pleased to provide the attached cost estimate to replace 800 wood ties along the Garfield line segment. This estimate also includes cost to purchase, haul, and spread 280 TON of new ballast as needed in areas where ties are to be replaced.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials
- Certified Payrolls
- Disconnection/Connection of Signal or Track wires
- Disabling and Enabling of Crossings
- Buy America Certification
- Davis Bacon Wages

Clarifications:

- Please see detailed list of each bid item below.
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.
- Pricing is based on service working weekdays between the hours of 8am to 5pm.

**Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of $22,456.00** – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

**Bid Item 2000 – Safety Program and Administration – 1 LS – Total of $4,920.00** – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

**Bid Item 6000 – Procure Wood Ties/OTM – 1 LS – Total $68,977.00** – This bid item includes procurement of 800 EA new industrial 7'x 9" x 8'6" hardwood creosote mixed selectively end plated ties. Also includes purchase of 5 kegs of new spikes. Existing spikes will be reused as much as possible.

**Bid Item 7000 – Procure, Haul, & Spread Ballast – 1 LS - Total $24,172.00** – This bid item includes the cost to purchase and haul 260 tons of ballast rock from material source to jobsite. Includes cost to mobilize a regulator onsite to tow a 20 TON ballast car while distributing ballast, and to dress the ballast in areas where ties are replaced.

**Bid Item 8000 – Load/Haul Ties to Job Site – 1 LS - Total $7,190.00** – This bid item includes the unloading and delivery of the ties to and from the project site.

**Bid Item 9000 – Remove and Replace Wood Ties – 1 LS - Total $98,768.00** – This bid item includes all labor, and equipment for the process of removing and replacing the existing ties with new wood ties.

**Bid Item 10000 – Mobilization – 1 LS – Total $5,904.00** – This bid item includes the cost for mobilizing heavy equipment to and from the project site and final project cleanup. It also includes portable restrooms and job dumpsters.

**Bid Item 100000 – Fee (7.5%) – 1 LS – Total of $17,429.00** – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **$249,816.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

Collin Christensen
Project Manager

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

03/03/2022 14:30
22-620-R1 2022 Garfield Tie Replacement
*** Collin Christensen, CC **BID TOTALS**

| Biditem | Description | Quantity | Units | Unit Price | Bid Total |
|---|---|---|---|---|---|
| 1000 | Field Engineering & Project Controls | 1.000 | LS | 22,456.00 | 22,456.00 |
| 2000 | Safety Program & Administration | 1.000 | LS | 4,920.00 | 4,920.00 |
| 6000 | Procure Wood Ties/OTM | 1.000 | LS | 68,977.00 | 68,977.00 |
| 7000 | Procure, Haul, & Spread Ballast | 1.000 | LS | 24,172.00 | 24,172.00 |
| 8000 | Load/Haul Ties to Job Site | 1.000 | LS | 7,190.00 | 7,190.00 |
| 9000 | Remove & Replace Wood Ties | 1.000 | LS | 98,768.00 | 98,768.00 |
| 10000 | Mobilization | 1.000 | LS | 5,904.00 | 5,904.00 |
| | | Subtotal | | | $232,387.00 |
| 100000 | Fee (7.5%) | 1.000 | LS | 17,429.00 | 17,429.00 |
| | | Bid Total ========> | | | $249,816.00 |

# Quotation



A&K Railroad Materials, Inc.

1505 S Redwood Road
Salt Lake City, UT 84130
USA
Phone 801-974-5484 Fax 801-973-7393 Email JHone@akrailroad.com

| | |
|---|---|
| Quotation ID | QS-22-01409-2 |
| Date quoted | 03/01/2022 |
| Your reference | |
| Customer account | 005052 |

Buyer
STACY & WITBECK, INC*
5401 OLD REDWOOD HWY
Ste 200
PETALUMA, CA 94954-7133
USA

Ship to
**Stacey & Whitbeck**
2265 S 830 W
Salt Lake City, UT 84119
USA

| | | | | | |
|---|---|---|---|---|---|
| Requested by | COLLIN CHRISTENSEN | Phone | 801-420-1708 | Cell phone | |
| Email | C.CHRISTENSEN@STACYWHITBECK.COM | Fax | | | |

**WE THANK YOU FOR YOUR INQUIRY AND ARE PLEASED TO QUOTE AS FOLLOWS:**

| Quantity | Unit | Description | Price unit | AMOUNT | Ship via |
|---|---|---|---|---|---|
| 750.00 | EA | WOOD PROD NEW INDUSTRIAL 7X9 8'6" TIE HARDWOOD CREOSOTE MIXED 100% END PLATED | 76.27 | 57,202.50 | FB-TRUCK |

| Sales balance | Total discount | Freight charges | Total | |
|---|---|---|---|---|
| 57,202.50 | 0.00 | 0.00 | 57,202.50 | **USD** |

Sales tax not included in quote. At time of order, sales tax will be charged in accordance with state and local tax laws.

PRICES IN MATERIAL/TRANSPORTATION SHALL BE SUBJECT TO CHANGE WITHOUT NOTICE.

All material quoted is subject to prior sale, prices quoted are valid for 7 days from date quoted.

PAYMENT TERMS 1/2% 10 Days, Net 30

AVAILABILITY All in stock unless noted

SHIPPING TERMS DAP (Buyer's Final Destination)

Quoted by _____

Jeffery Hone

Sales Representative

TERMS AND CONDITIONS. This Quote is issued subject to and will be governed by the A&K Railroad Materials, Inc. Sales Order Terms and Conditions that are in effect on the date of this Quote and that can be found at www.akrailroad.com. Buyer is considered to have received and agreed to be bound by the Terms and Conditions. Please contact the Sales Person listed on this Quote if you require another copy of the Terms and Conditions.

THE OPPORTUNITY OF QUOTING IS APPRECIATED AND WE HOPE THAT WE MAY BE FAVORED WITH YOUR ORDER

PLEASE VISIT OUR WEBSITE AT WWW.AKRAILROAD.COM

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

| | |
|---|---|
| **TO:** | Board of Trustees |
| **THROUGH:** | Jay Fox, Executive Director |
| **FROM:** | Mary DeLoretto, Chief Service Development Officer |
| **PRESENTER(S):** | Daniel Hofer, Manager, Capital Assets and Project Controls Bill Greene, Chief Financial Officer |

**TITLE:**

**TBA2022-04-01 - Technical Budget Adjustment for Capital Budget and 2021 Carryover Report**

**AGENDA ITEM TYPE:**
Discussion

**RECOMMENDATION:**
Approve Technical Budget Adjustment TBA2022-04-01 providing budget authority for defined capital projects, and approving the carryforward of 2021 budget authority

**BACKGROUND:**
Carryforward 2021 Budget Authority

Following the final year-end close each year, UTA calculates unspent budget authority from the previous year's approved Capital Budget and determines if any of this budget authority is required to complete projects and/or support delivery of the Capital Program in the current year. Any requests to bring forward unspent budget authority from the prior year is vetted by the Capital Project Controls staff. For 2022, staff have identified carryforward in the amount of $98.2 million. The detailed list of required 2021 budget authority by project is enclosed in Attachment B.

February 23, 2022 Technical Budget Adjustment Correction

The Board approved a technical budget adjustment on February 23, 2022. After final year end close was completed for 2021, it was determined that the 2021 carryforward identified as available to support two of the projects was overstated by $350,000. This request corrects that overstatement and reduces the Capital Contingency by $350,000.

Technical Budget Adjustment

A request for a formal technical budget adjustment is being submitted for approval to transfer funds from contingency to address identified budget shortfalls in existing projects. Included in this technical budget adjustment request is also a request to correct a budget programming error and consolidate a 2021 carryforward request with a duplicate project in the 2022 capital budget.

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**DISCUSSION:**

Carryforward 2021 budget authority discussion:

In 2021, UTA underspent its approved budget authority by approximately $153.6 million. After conducting the carryforward review, UTA requests that a total of $98.2 million in 2021 budget authority be brought forward to complete delivery of 2021 projects and support delivery of the 2022 Capital Budget. The remaining $55.4 million of unused 2021 budget authority will be deferred, reprogrammed, or eliminated as part of the 2023-2027 budget development process.

February 23 Technical Budget Adjustment Correction

The Technical Budget Adjustment approved by the Board on February 23, 2022 contained errors in the 2021 carryforward amount available for two projects. The Meadowbrook Expansion Project and the Tooele Bus Facility project carryforward were overstated by $16,000 and $334,000 respectively. This request reduces the 2021 carryforward with a corresponding offset (increase) in funding from the Capital Contingency. This error was discovered during 2021 reconciliation following year-end close.

Technical Budget Adjustments

There are five projects included in this technical budget adjustment request. Three are seeking funding increases from the Capital Contingency and two projects are being combined into one.

SGR408- Route End of Line Enhancements seeks a transfer from Contingency in the amount of $1 million. This will fund UTA's participation in the Orange Street End of Line construction project with Salt Lake City. UTA has an agreement with the City to contribute to this project.

MSP272- Trax Operational Simulator seeks to transfer $700,000 from Contingency to procure equipment. The original budget request was an estimate based on the FrontRunner simulator procured previously. The Trax simulator has turned out to be more complex than the FrontRunner simulator. UTA is also experiencing increased costs for the equipment due to inflation. This requested funding will allow UTA to procure a second simulator station and additional programmable elements in the application. These elements will provide staff with a more realistic experience during simulator training.

MSP270- Transit Signal Priority Onboard Units seeks to transfer $53,000 from Contingency to procure equipment. Costs for these units have almost doubled since the original budget request. This project budget includes federal grant funds.

MSP254- Techlink Corridor Study seeks to consolidate carryforward budget authority with NP-69- Techlink Corridor Study 2022 budget authority. NP-69 was created in error during 2022 budget development. 2022 funding should have been added to MSP254. These projects are duplicative.

NP-69 was approved as part of the 2022 budget process. MSP254 is being brought forward to the 2022 capital

budget as part of the carryover process. This request will consolidate the $450,000 from NP-69 to the carryover request for MSP254.

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**ALTERNATIVES:**

The Board may suggest revisions to the proposed technical budget adjustments and 2021 carryover.

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**FISCAL IMPACT:**

This technical budget adjustment request will recognize a net of $245,688 in 2021 carryforward budget authority and transfer $2,130,000 from the Capital Contingency to underfunded projects. The carryforward request brings forward $98.2 million in unused 2021 budget authority. The balance remaining in the Capital Contingency after the technical budget adjustment will be $1.95 million.

The combined impact of these actions does not impact UTA fund balances.

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**ATTACHMENTS:**

Technical Budget Adjustment, April 27 2022 - Attachment A

2022 Capital Budget Summary - Attachment B

# UTAH TRANSIT AUTHORITY
# 2022 TECHNICAL CAPITAL BUDGET ADJUSTMENT - SUMMARY
# April 27, 2022

**Exhibit A**

| | | Current Approved Budget | 2021 Carry Forward | Transfer From Contingency | New Project Funding | Adjusted 2022 Budget |
|---|---|---|---|---|---|---|
| | **Funding Sources** | | | | | |
| 1 | UTA Current Year Funding | $ 126,629,000 | | | | $ 126,629,000 |
| 2 | Grants | 45,568,000 | | | | 45,568,000 |
| 3 | Local Partner Contributions | 10,693,000 | | | | 10,693,000 |
| 4 | State Contribution | 33,446,000 | | | | 33,446,000 |
| 5 | Leasing | 15,832,000 | | | | 15,832,000 |
| 6 | **Total Funding Sources** | **232,168,000** | **-** | **-** | **-** | **232,168,000** |
| | **Expense** | | | | | |
| 6 | State of Good Repair | 70,588,000 | | | - | 70,588,000 |
| 7 | Gap Filler on FR Stations | 1,750,000 | | | | 1,750,000 |
| 8 | Depot District | 32,562,000 | | | | 32,562,000 |
| 9 | Ogden/Weber BRT | 25,465,000 | | | | 25,465,000 |
| 10 | Front Runner Forward | 15,000,000 | | | | 15,000,000 |
| 11 | Mid Valley Connector | 10,000,000 | | | | 10,000,000 |
| 12 | TIGER Program of Projects | 8,206,000 | | | | 8,206,000 |
| 13 | Optical Detection Next Steps | 475,000 | | | | 475,000 |
| 14 | Meadowbrook Expansion [1] | 1,816,000 | (16,000) | 16,000 | | 1,816,000 |
| 15 | Tooele Bus Facility [1] | 1,694,000 | (334,000) | 334,000 | | 1,694,000 |
| 16 | Route End of Line Enhancements | 500,000 | | 1,000,000 | | 1,500,000 |
| 17 | Trax Operational Simulator | 1,000,000 | | 700,000 | | 1,700,000 |
| 18 | Transit Signal Priority On-board Units | 57,200 | | 53,000 | | 110,200 |
| 19 | MSP 254 Techlink Corridor Study [2] | - | 595,688 | | 450,000 | 1,045,688 |
| 20 | NP-69 Techlink Corridor Study [2] | 450,000 | | | (450,000) | - |
| 21 | Capital Contingency | 4,050,000 | | (2,103,000) | - | 1,947,000 |
| 22 | Other Capital Projects | 58,154,800 | - | - | - | 58,154,800 |
| 23 | **Total Expense** | **$ 231,768,000** | **$ 245,688** | **$ -** | **$ -** | **$ 232,013,688** |

# ATTACHMENT B
# 2022 Budget Authority Including 2021 Carry Forward
# April 27, 2022

| Project Classification | Active | | |
|---|---|---|---|
| Project Code/Project Name | Current 2022 Budget | 2021 Carry Forward | 2022 Budget Authority |
| 5310 Project | 1,762,653 | 8,886,379 | 10,649,032 |
| CDA006- 5310 Admin Funds | 294,522 | 159,442 | 453,964 |
| ICI181- Mobility Management | - | 278,780 | 278,780 |
| ICI213- E Voucher Phase 2 | 538,200 | 643,242 | 1,181,442 |
| MSP174- 5310 Salt Lake - West Valley UZA 20-1613S | - | - | - |
| MSP175- 5310 Ogden/Layton Funds | - | 3,868 | 3,868 |
| MSP179- 20-1715 - 5310 Prgrm-OGD/LAY | - | 121,902 | 121,902 |
| MSP180- 20-1716 - 5310 Prgrm-PRO/OREM | - | 152,894 | 152,894 |
| MSP181- 20-1717 - 5310 Prgrm-SLC/WVC | - | 260,759 | 260,759 |
| MSP220- MSP220-5310 (20-1901 Grant - SLC/WV 5310) | - | 373,860 | 373,860 |
| MSP221- MSP221-5310 (20-1902 Grant Ogden/Layton 5310) | - | 279,761 | 279,761 |
| MSP222- MSP222-5310 (20-903 Grant - Provo/Orem 5310) | - | 346,930 | 346,930 |
| MSP249- FY19/20 - 5310 Funds - SL/WV | 479,576 | 3,162,869 | 3,642,445 |
| MSP250- FY19/20 - 5310 Funds - O/L | 269,175 | 1,860,836 | 2,130,011 |
| MSP251- FY19/20 - 5310 Funds - P/O | 181,180 | 1,241,236 | 1,422,416 |
| Asset Management- Facilities | 4,600,000 | 1,737,752 | 6,337,752 |
| FMA559- Office Equipment Reserve | 100,000 | 143,675 | 243,675 |
| FMA652- Equipment Managed Reserve | 1,000,000 | - | 1,000,000 |
| FMA653- Facilities Rehab and Replacement | 1,500,000 | 845,000 | 2,345,000 |
| FMA672- Park and Ride Rehab/Replacement | 750,000 | - | 750,000 |
| FMA673- Stations and Platforms Rehab/Replace | 500,000 | - | 500,000 |
| FMA678- Meadowbrook Flooring/Lighting | - | 360,000 | 360,000 |
| FMA679- Building Remodels/Reconfiguration | 250,000 | 389,077 | 639,077 |
| MSP269- Warm Springs Sewer Line Relocation | 500,000 | - | 500,000 |
| Asset Management- Rail Infrastructure | 10,300,000 | 3,831,833 | 14,131,833 |
| MSP257- Gap filler on FR stations | 1,750,000 | - | 1,750,000 |
| SGR359- Bridge Rehabilitation & Maintenance | 300,000 | 352,475 | 652,475 |
| SGR385- Rail Rehab and Replacement | 5,500,000 | 3,479,358 | 8,979,358 |
| SGR393- Grade Crossings Rehab/Replacement | 2,500,000 | - | 2,500,000 |
| SGR401- Ballast and Ties Rehab/Replacement | 250,000 | - | 250,000 |
| Asset Management- Rail Systems | 18,590,000 | 876,632 | 19,466,632 |
| MSP189- Signal Pre-emption Projects w/UDOT | 365,000 | - | 365,000 |
| SGR047- Stray Current Mitigation | 525,000 | - | 525,000 |
| SGR397- Traction Power Rehab/Replacement | 10,000,000 | (628,309) | 9,371,691 |
| SGR398- OCS Wire Survey | 2,700,000 | 115,644 | 2,815,644 |
| SGR403- Train Control Rehab/Replacement | 3,000,000 | 736,600 | 3,736,600 |
| SGR404- Rail Switches/Trackwork Controls | 2,000,000 | 652,697 | 2,652,697 |
| Asset Management- Vehicle New Purchase | 23,625,911 | 19,293,723 | 42,919,634 |
| MSP162- Electric Bus Purchase Lo/No Grant | - | 26,766 | 26,766 |
| REV205- Non-Rev Service Vehicle Replace | 650,000 | 573,154 | 1,223,154 |
| REV209- Paratransit Vehicle Replacment | 3,125,376 | 1,375,376 | 4,500,752 |
| REV211- Bus Replacement | 11,307,289 | 13,680,118 | 24,987,407 |
| REV212- Park City Lo/No Grant | - | 2,038,309 | 2,038,309 |
| REV232- Van Pool Replacement | 1,424,498 | 1,600,000 | 3,024,498 |
| REV236- VW battery buses | 7,118,748 | - | 7,118,748 |
| Asset Management- Vehicle Rehabilitation | 15,221,775 | 5,124,113 | 20,345,888 |
| MSP210- Update Bike Cars on FrontRunner | - | - | - |
| MSP230- SL UZA Bus Bike Rack Expansion | - | - | - |
| MSP247- Light Rail Seat Replacement | - | 4,145,400 | 4,145,400 |
| REV224- Bus Engine/Trans/Comp Rehab/Replace | 2,000,000 | - | 2,000,000 |
| REV233- Comet Car Replacement | - | 200,000 | 200,000 |
| REV237- GPS Telemetrics System | 440,000 | - | 440,000 |
| SGR040- Light Rail Vehicle Rehab | 7,181,775 | 220,364 | 7,402,139 |
| SGR353- Commuter Rail Engine Overhaul | 3,250,000 | 358,349 | 3,608,349 |
| SGR386- LRV Accident Repair | 1,600,000 | - | 1,600,000 |
| SGR391- Commuter Rail Vehicle Rehab and Replacement | 750,000 | 200,000 | 950,000 |
| Information Technology | 13,614,900 | 1,730,087 | 15,344,987 |
| ICI001- Passenger Information | 750,000 | 299,230 | 1,049,230 |
| ICI005- EFC Rehab and Replacement | 225,000 | - | 225,000 |
| ICI146- FrontRunner WiFi Enhancements | 350,000 | 119,853 | 469,853 |
| ICI173- JDE System Enhancement | 50,000 | 30,500 | 80,500 |
| ICI179- Network & Infrastructure Equipment | 398,900 | 101,942 | 500,842 |
| ICI183- Legal SW | 30,000 | - | 30,000 |
| ICI186- In-house App Dev. & Enhancements | 50,000 | 179,929 | 229,929 |
| ICI191- IT Managed Reserved (formerly IT Pool) | 300,000 | 39,093 | 339,093 |
| ICI197- Bus Communication On-Board Tech | 85,000 | 14,281 | 99,281 |
| ICI198- Info Security Eq/SW (PCI Comp & Cyber Security) | 410,000 | 268,430 | 678,430 |
| ICI199- Rail Communication On-Board Tech | 80,000 | 20,000 | 100,000 |
| ICI201- Server, Storage Infrastructure Eq & SW | 556,000 | 33,733 | 589,733 |
| ICI202- Radio Communication Infrastructure | 100,000 | - | 100,000 |
| ICI211- TC-1 Timekeeping Upgrade | - | 209,667 | 209,667 |
| ICI214- Init APC Upgrade | - | 150,000 | 150,000 |
| ICI216- SSBU Mobility Eligibility Center Trapeze Software | - | 170,000 | 170,000 |
| ICI217- Transit Management Sytem | 2,400,000 | 93,429 | 2,493,429 |
| ICI221- Customer Relations Software Replacement | 370,000 | - | 370,000 |
| ICI222- Fares Systems Replacement Program | 7,000,000 | - | 7,000,000 |
| ICI223- ERP / HCM and Maintenance System External Needs Review | 150,000 | - | 150,000 |
| ICI224- JDE 9.2. Application Upgrade - UNx | 250,000 | - | 250,000 |
| ICI225- SharePoint 2016 Migration to SharePoint Online Support | 60,000 | - | 60,000 |
| ICI226- New Radio Communication System | - | - | - |
| Major Capital Project | 99,172,107 | 40,476,163 | 139,648,270 |
| MSP096- Provo-Orem BRT | - | 2,235,250 | 2,235,250 |
| MSP102- Depot District | 32,562,000 | 4,132,150 | 36,694,150 |
| MSP124- Airport Station Relocation | - | 128,000 | 128,000 |
| MSP185- Ogden/Weber State University BRT | 25,465,107 | 21,764,010 | 47,229,117 |
| MSP205- TIGER Program of Projects | 8,506,000 | 6,473,147 | 14,979,147 |
| MSP215- Sharp-Tintic Rail Connection | 1,439,000 | 2,568,270 | 4,007,270 |
| MSP216- Point of Mountain AA/EIS | 3,000,000 | - | 3,000,000 |
| MSP232- Northern Utah County Double Track | - | 2,750,220 | 2,750,220 |
| MSP252- FrontRunner Double Tracking | 15,000,000 | - | 15,000,000 |
| MSP253- Mid-Valley Connector | 10,000,000 | - | 10,000,000 |

# ATTACHMENT B
# 2022 Budget Authority Including 2021 Carry Forward
# April 27, 2022

| Project Code/Project Name | Current 2022 Budget | 2021 Carry Forward | 2022 Budget Authority |
|---|---|---|---|
| MSP259- S-Line Extension | 1,200,000 | 425,116 | 1,625,116 |
| MSP260- 5600 West/Mountain View Corridor Transit Project | 2,000,000 | - | 2,000,000 |
| Other Capital Projects | 39,522,543 | 15,547,145 | 55,069,688 |
| FMA683- Apprenticeship Training Aids | 200,000 | - | 200,000 |
| ICI185- Passenger Info Improvements | - | 525,000 | 525,000 |
| MSP081- Tooele Bus Facility | 1,694,202 | (334,000) | 1,694,202 |
| MSP122- Positive Train Control | 302,000 | 409,272 | 711,272 |
| MSP132- Technical Support for IPCS Maintenance and Enhancements | 85,000 | - | 85,000 |
| MSP140- Box Elder Right of Way Preservation | 3,500,000 | - | 3,500,000 |
| MSP156- Prop 1 Passenger Imp. Davis County | - | 169,541 | 169,541 |
| MSP186- Sandy Parking Structure | - | 1,867,628 | 1,867,628 |
| MSP190- UDOT I-15 Widening 7200 S Bridge | - | - | - |
| MSP193- Weber Cnty CR ROW Preservation | - | 2,871,721 | 2,871,721 |
| MSP194- 650 South Station | 894,146 | 368,334 | 1,262,480 |
| MSP196- Bus Stop Imp System-Wide ADA | - | 500,000 | 500,000 |
| MSP198- Wayfinding Signage | 300,000 | - | 300,000 |
| MSP202- Davis-SLC Community Connector | 300,000 | - | 300,000 |
| MSP206- UVU Pedestrian Bridge | - | - | - |
| MSP207- 3300/3500 South MAX Exp/Optimization | - | 1,522,000 | 1,522,000 |
| MSP208- Clearfield FR Station Trail | - | 1,706,281 | 1,706,281 |
| MSP227- Meadowbrook Expansion | 1,816,000 | (16,000) | 1,816,000 |
| MSP228- Operator Restrooms- Salt Lake County | - | 750,428 | 750,428 |
| MSP229- Bus Stop Imp/signage - SL County | - | 2,055,000 | 2,055,000 |
| MSP231- Operator Shack at Univ Med EOL | - | 186,729 | 186,729 |
| MSP233- North Temple EOL (SLC CMAQ grant) | - | - | - |
| MSP235- Fort Union EOL | - | 1,000,000 | 1,000,000 |
| MSP238- Paxton Ave TRAX Crossing | - | 36,185 | 36,185 |
| MSP241- Queue Cutter Projects with UDOT | - | - | - |
| MSP248- Capital Planning/Env Analysis | 500,000 | 430,318 | 930,318 |
| MSP254- TechLink Corridor (NP-69 is Original Budget Number) | 450,000 | 595,688 | 1,045,688 |
| MSP255- Central Corridor Transit | 500,000 | 92,398 | 592,398 |
| MSP256- Warm Springs upgrades/exp | - | - | - |
| MSP258- Mt Ogden Admin Bldg expansion | 500,000 | 227,933 | 727,933 |
| MSP264- South Valley Transit (formerly known as Provo to Payson Transit) | 1,500,000 | - | 1,500,000 |
| MSP265- Program Management Support | 4,000,000 | - | 4,000,000 |
| MSP266- 3500 South TSP Upgrade | 288,000 | - | 288,000 |
| MSP267- New Maintenance Training Facility | 480,000 | - | 480,000 |
| MSP268- Optical Detection Next Steps | 475,000 | - | 475,000 |
| MSP270- Transit Signal Priority On Board Units (TOBU) Project | 57,200 | - | 110,200 |
| MSP271- MOW Training Yard | 1,000,000 | - | 1,000,000 |
| MSP272- Trax Operational Simulator | 1,000,000 | - | 1,700,000 |
| MSP273- Public Partnership Projects | 9,700,000 | - | 9,700,000 |
| MSP274- Historic Utah Southern Rail Trail | 22,000 | - | 22,000 |
| MSP999- Capital Contingency | 4,050,000 | - | 1,947,000 |
| REV234- Tooele County Microtransit & Vehicle Electrification | 1,608,995 | - | 1,608,995 |
| SGR358- Frontrunner Paint Booth | 150,000 | 771,143 | 921,143 |
| SGR370- Light Rail Red Signal Enforcement | 300,000 | - | 300,000 |
| SGR390- OK Manufacturing Building | 1,350,000 | (188,454) | 1,161,546 |
| SGR407- Bus Stop Enhancements | 1,000,000 | - | 1,000,000 |
| SGR408- Route End of Line (EOL) Enhancements | 500,000 | - | 1,500,000 |
| SGR409- System Restrooms | 1,000,000 | - | 1,000,000 |
| Property/TOD/Real Estate | 3,290,000 | - | 3,290,000 |
| MSP244- New FLHQ Space Planning | - | - | - |
| MSP261- Property Management - Capital Repairs | 40,000 | - | 40,000 |
| MSP262- SLCentral HQ Office | 1,000,000 | - | 1,000,000 |
| MSP263- TOD Working Capital | 2,250,000 | - | 2,250,000 |
| Safety & Security/Police | 2,068,061 | 820,237 | 2,888,298 |
| FMA516- Corridor Fencing | 50,000 | 79,221 | 129,221 |
| FMA535- Ballistic Vest Replacement | 15,000 | 3,087 | 18,087 |
| FMA538- Police Radio Replacements | 56,000 | - | 56,000 |
| FMA539- Tasers | 100,000 | 12,052 | 112,052 |
| FMA543- Vehicle Replacement/Expansion | 370,000 | 16,915 | 386,915 |
| FMA555- Body Cameras | - | - | - |
| FMA557- Bus Safety and Security | 30,000 | 66,262 | 96,262 |
| FMA601- Laptop Replacements | - | 27,406 | 27,406 |
| FMA602- Emergency Mgmt Items | - | - | - |
| FMA604- Safety General Projects | 100,000 | 144,863 | 244,863 |
| FMA628- Cam Coverage On Platform | - | - | - |
| FMA633- Access Control for Data Rooms | - | - | - |
| FMA645- Camera Sustainability | 470,000 | 393 | 470,393 |
| FMA654- Mini Robot/Portable X-Ray Device | - | 12,000 | 12,000 |
| FMA655- Camera Coverage - PCC Cabinets | - | - | - |
| FMA656- Facility Security | 50,000 | - | 50,000 |
| FMA658- Bus Camera Overhaul/Replacement | 40,000 | 306,779 | 346,779 |
| FMA659- Emergency Operations Training | 15,000 | 13,800 | 28,800 |
| FMA675- Camera, door locks, and badge scanners for 4200 parts | - | - | - |
| FMA676- Security General Projects | 20,000 | - | 20,000 |
| FMA677- Security Vehicle | - | - | - |
| FMA680- Suicide Prevention Research Project | - | 101,690 | 101,690 |
| FMA681- Arc Flash Analysis | 362,061 | - | 362,061 |
| FMA682- Police CAD/RMS w Optional Taser/Body Cams | 350,000 | - | 350,000 |
| ICI140- Next Crossing Camera Installation | 40,000 | 35,769 | 75,769 |
| **Grand Total** | **231,767,950** | **98,324,064** | **330,092,014** |

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

**TO:** Board of Trustees
**THROUGH:** Jay Fox, Executive Director
**FROM:** Nichol Bourdeaux, Chief Planning and Engagement Officer
**PRESENTER(S):** Jaron Robertson, Director Innovative Mobility Solutions

**TITLE:**

**UTA On Demand Service**

**AGENDA ITEM TYPE:**
Discussion

**RECOMMENDATION:**
Informational Report for Discussion

**BACKGROUND:**
In November 2019, UTA launched its first microtransit pilot in partnership with Via to test and learn how on-demand and microtransit services can better meet community needs where traditional fixed routes services are not as effective. Since the launch in November 2019, UTA has seen high customer adoption rates, made various iterations with the microtransit service, and has permanently deployed the service in Southern Salt Lake County. In Summer 2021 UTA piloted a late-night service, and in December 2021 UTA launched a second pilot in the Salt Lake City westside region in partnership with Salt Lake City as part of the city's transit master plan. UTA continues to plan for further expansion of microtransit services as part of the agencies Five-Service Plan.

**DISCUSSION:**
Staff will provide an update to the Board of Trustees for UTA On Demand services which includes the following topics:

- Overview of the Southern Salt Lake County service including service performance, metrics, and costs from the August 2021 change day through March 2022.
- Overview of the Salt Lake City Westside contracted service including service performance, metrics, and

costs from the December 2021 launch through March 2022.

- Overview the proposed South Davis County service, planned for August 2022.
- Overview of the proposed Tooele County service and FTA No-Low grant for service electrification, planned for August 2022.
- Questions from the Board of Trustees

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**ALTERNATIVES:**
N/A

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**FISCAL IMPACT:**
Funding for all UTA On Demand services are included in the 2022 IMS budget. Salt Lake City Westside Service is funded through a UTA/SLC Partnering Agreement

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**ATTACHMENTS:**
None

669 West 200 South
Salt Lake City, UT 84101

# Utah Transit Authority

## MEETING MEMO

**Board of Trustees** **Date:** 4/27/2022

| | |
|---|---|
| **TO:** | Board of Trustees |
| **THROUGH:** | Jay Fox, Executive Director |
| **FROM:** | Nichol Bourdeaux, Chief Planning and Engagement Officer |
| **PRESENTER(S):** | Jaron Robertson, Director Innovative Mobility Solutions<br>Cindy Medford, Manager of Customer Service |

**TITLE:**

**Transportation Network Company Partnerships with Lyft and Uber**

**AGENDA ITEM TYPE:**
Discussion

**RECOMMENDATION:**
Informational report for discussion

**BACKGROUND:**
For several years UTA has been researching new and emerging transportation services and technologies which can provide greater opportunities to improve transit operations and the customer experience by providing a high-quality, convenient, and immediate transit solutions. Such solutions can support UTA and customers in places which are harder to serve with traditional transit services, provide connections to transit service, supplement traditional transit services, or provide alternative transportation solutions for customers when an unplanned service interruption occurs. Transportation Network Company's or TNC's, also known as ride hailing companies, provide on-demand transportation services for passengers. Passengers request rides directly from private drivers under contract with a TNC, usually through the use of a smartphone app. Lyft and Uber are the most prominent TNC's, but other examples include Via with whom UTA has already partnered to provide microtransit services.

There are several use cases in which UTA may partner with a TNC to support the agencies Five-Year Service Plan and other strategic goals and objectives. Examples include:

- Alternative Transit Solutions for Delayed or Stranded Customers
- Alternatives to Traditional Paratransit Services

- eVoucher Programs
- UTA Employee Transportation Services
- Overflow / Surge Capacity
- First Mile and Last Mile Connections to Transit Services
- Late Night and Weekend Services
- Community Services in Rural Areas, Low Density Neighborhoods, or Transit Deserts

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**DISCUSSION:**
As part of the 2022 initiatives and adopted budget, the Innovative Mobility Solutions team has developed a public/private partnership with both Lyft and Uber to pilot and test alternative transportation solutions. Phase one of this pilot will focus on "UTA Reconnect" which will allow UTA's Customer Service team to provide customers with a voucher or on-demand trip in unplanned circumstances when a customer has become delayed or stranded in the system. Examples include:

- Service delays
- Bus pass-by
- Vehicle breakdown
- On Demand unavailable seats
- Unplanned detours
- Incidents or accidents
- Weather disruptions

During the presentation UTA staff will provide an overview of TNC's, the phase one pilot, costs, budget impacts, and future pilot programs.

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**ALTERNATIVES:**
N/A

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**FISCAL IMPACT:**
The estimated cost of the one-year pilot program is $80,000. This program is included in the approved Innovative Mobility Services budget.

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**ATTACHMENTS:**
None

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