



# Utah Transit Authority

## Board of Trustees

### REGULAR MEETING AGENDA

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, November 9, 2022**

**9:00 AM**

**FrontLines Headquarters**

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

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

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Kim Shanklin
4. **Public Comment** Chair Carlton Christensen
5. **Oath of Office**
  - a. Oath of Office: Trustee and Chair of the Board of Trustees of the Authority - Carlton Christensen
6. **Consent** Chair Carlton Christensen
  - a. Approval of October 26, 2022, Board Meeting Minutes
7. **Reports**
  - a. Executive Director's Report Jay Fox
    - UTA Leadership Summit
    - UTA Tribute - Salt Lake Business Unit - Sugar House Fire Relief
  - b. Financial Report - September 2022 Brad Armstrong  
Daniel Hofer
8. **Resolutions**
  - a. R2022-11-01 - Resolution Giving Notice and Setting Regular Meeting Dates for the Authority's Board of Trustees and Audit Committee for Calendar Year 2023 Carlton Christensen

- b. R2022-11-02 - Resolution Adopting the 2023 Eco Pass Fare Structure of the Agency Kensey Kunkel

**9. Contracts, Disbursements and Grants**

- a. Contract: TechLink Corridor Study (Horrocks Engineers, Inc.) Patti Garver
- b. Contract: Bus Stop Sign Poles for Visually Impaired (Zilla Corporation) G.J. LaBonty
- c. Contract: Employee Holiday Gift Card 2022 (Harmon City, Inc.) Troy Bingham
- d. Contract: Depot District Furniture (Henriksen Butler Design LLC) David Osborn
- e. Contract: Meadowbrook Building 3 Restroom Remodel (Slider Construction, Inc.) Jared Scarbrough  
Jacob Wouden
- f. Change Order: On-Call Systems Maintenance Task Order #035 - Fiberoptic Infrastructure HDPE Micro-Duct (Rocky Mountain Systems Services) Jared Scarbrough
- g. Change Order: On-Call Systems Maintenance Task Order #23-001 - 2023 Personnel (Rocky Mountain Systems Services) Jared Scarbrough
- h. Pre-Procurements Todd Mills
- Transit Ambassador Program
  - Maintenance oil, lubricants, and fluids

**10. Budget and Other Approvals**

- a. TBA2022-11-01 - Technical Budget Adjustment for 2022 Capital Budget Bill Greene  
Daniel Hofer
- b. UTA Policy - UTA.01.07 - Equal Employment Opportunity Kenya Fail

**11. Other Business**

Chair Carlton Christensen

- a. Next Meeting: Wednesday, November 30th, 2022 at 9:00 a.m.

**12. Closed Session**

Chair Carlton Christensen

- a. Strategy Session to Discuss Collective Bargaining

**13. Open Session**

Chair Carlton Christensen

**14. Adjourn**

Chair Carlton Christensen

**Meeting Information:**

- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed with 24 hours advance notice.
- 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](mailto: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, November 8th 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](mailto:adacompliance@rideuta.com) or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/9/2022

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**TO:** Board of Trustees  
**FROM:** Carlton Christensen, Chair of the Board of Trustees  
**PRESENTER(S):** Cathie Griffiths, Executive Assistant to the Board Chair

**TITLE:**

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**Oath of Office: Trustee and Chair of the Board of Trustees of the Authority - Carlton Christensen**

**AGENDA ITEM TYPE:**

Oath of Office

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**RECOMMENDATION:**

Oath of office administered by notary public, Cathie Griffiths

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**DISCUSSION:**

The Utah Public Transit District Act (17B-2a-807.2) establishes a three-member Board of Trustees as the governing body of the Utah Transit Authority. The three trustees are selected from three regions comprising the UTA service area. The trustee position selected from the central region of the service area was set for an initial 4-year term, which expired on November 1, 2022.

Carlton Christensen, who has been serving as trustee for the central region since November 1, 2018, has been nominated by all nominating bodies and reappointed as trustee by Governor Spencer Cox. Chair of the Board of Trustees Christensen will be sworn in for his second term, which is effective November 1, 2022 through November 1, 2026.

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**ATTACHMENTS:**

None





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/9/2022

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

**TITLE:**

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**Approval of October 26, 2022, Board Meeting Minutes**

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**AGENDA ITEM TYPE:**

Minutes

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**RECOMMENDATION:**

Approve the minutes of the October 26, 2022, Board of Trustees meeting

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**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 October 26, 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/789481.html) <<https://www.utah.gov/pmn/sitemap/notice/789481.html>> and video feed is available through the [UTA Board Meetings page](https://rideuta.com/Board-of-Trustees/Meetings) <<https://rideuta.com/Board-of-Trustees/Meetings>>.

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**ATTACHMENTS:**

1. 2022-10-26\_BOT\_Minutes\_unapproved



# Utah Transit Authority

## Board of Trustees

### MEETING MINUTES - Draft

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, October 26, 2022**

**9:00 AM**

**FrontLines Headquarters**

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

Also attending were UTA staff and interested community members.

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

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

**2. Pledge of Allegiance**

Attendees recited the Pledge of Allegiance.

**3. Safety First Minute**

Alisha Garrett, Chief Enterprise Strategy Officer, delivered a brief safety message.

**4. Public Comment**

No online public comment was received for the meeting and no in person public comment was given during the meeting.

**5. Consent**

**a. Approval of October 12, 2022, Board Meeting Minutes**

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

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

**6. Reports**

**a. Executive Director's Report**

**Bombardier Bilevel Vehicle Purchase**

Jay Fox, UTA Executive Director, was joined by Bruce Cardon, UTA General Manager - Commuter Rail. Mr. Fox indicated UTA entered into a tentative agreement to acquire 38 used Bombardier bilevel cars (16 coaches and 22 cabs) from the North County Transit District for the FrontRunner fleet. The coaches will need to be overhauled prior

to entering service, but the purchase will allow the FrontRunner fleet to continue operating at its current capacity while addressing state of good repair needs.

Discussion ensued. Questions on the timeline and advantages of outsourcing the coach overhauls were posed by the board and answered by staff.

#### **UTA Leadership Summit**

Mr. Fox mentioned an internal offsite leadership training scheduled for November 1, 2022.

#### **UTA Play**

Mr. Fox also spoke about an internal board gaming event scheduled on October 29, 2022.

### **b. Investment Report - Third Quarter 2022**

Troy Bingham, UTA Comptroller, delivered the third quarter 2022 investment report. As of September 30, 2022, the combined yield for UTA's accounts was 1.967% and the agency's overall investment performance was trending upward.

Discussion ensued. Questions on funds held in the checking account and the rate strategy for the Chandler account were posed by the board and answered by Mr. Bingham.

### **c. Financial Report - August, 2022**

Brad Armstrong, UTA Director of Budget & Financial Strategy was joined by Daniel Hofer, UTA Director of Capital Assets & Project Controls to present the financial report. Mr. Armstrong reviewed the financial dashboard, sales tax revenue, sales tax collections by county, passenger revenues, stimulus funding, and operating financial results. Mr. Hofer discussed capital spending (including spending by project type) and provided a project highlight on the training yard.

Discussion ensued. Questions on supply chain issues, vehicle procurements, planned facilities projects, and training yard details were posed by the board and answered by staff.

Chair Christensen commended the operations team for their assistance during a fire in the Sugar House area on the evening of October 25, 2022.

## **7. Discussion**

### **a. 2023-2027 Five Year Capital Plan**

Mr. Hofer was joined by David Hancock, UTA Director of Capital Development, and Mr. Armstrong. Mr. Hofer reviewed the five-year capital plan and highlighted changes in the plan since the presentation in the October 12, 2022 board meeting.

Mr. Hofer continued by reviewing the five-year capital budget by year, budget summary, major capital projects detail, state of good repair detail, and projects with unsecured funding.

Discussion ensued. Questions on building remodel intentions, end of line project completion capacity, platform signage replacements, and the Congestion Mitigation and Air Quality (CMAQ) funds were posed by the board and answered by staff.

## 8. Resolutions

### a. **R2022-10-02 - Resolution Adopting the Authority's Tentative 2023 Budget**

Mr. Armstrong summarized the resolution, which adopts the UTA tentative budget for 2023 and sets a public hearing related to the tentative budget. Mr. Armstrong reviewed the operating budget overall and by category, office, and headcount. He then highlighted the 2023 service strategy and capital budget and spoke about next steps.

Discussion ensued. Questions on the allocation of utilities related to vehicle propulsion, fuel cost assumptions, and December service reduction impacts on fuel usage estimates in the budget were posed by the board and answered by Mr. Armstrong.

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

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

## 9. Contract, Disbursement, and Grant Approvals

### a. **Contract: Meadowbrook Building 3 Flooring (CDC Restoration & Construction)**

Kevin Anderson, UTA Director of Maintenance Support, was joined by Guy Miner, UTA Facilities Maintenance Manager. Mr. Anderson requested the board approve a \$533,668.75 contract with CDC Restoration & Construction, L.C., for a new floor coating in the service areas of the Meadowbrook Building 3 garage.

Discussion ensued. Questions on the inclusion of pitting and spauling repairs in the project and lifespan of the new floor were posed by the board and answered by staff.

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

### b. **Contract: Railroad Line Vegetation Management (Ferrosafe, LLC)**

Mr. Anderson was joined by David Filby, UTA Manager of Right of Way Assets. Mr. Anderson requested the board approve a five-year contract with Ferrosafe, LLC for vegetation management along UTA rail lines. The total contract value is \$355,500.40.

Discussion ensued. Questions on inclusion of maintenance along the Garfield line and the Draper rail corridor were posed by the board and answered by staff.

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

c. **Contract: Arc Flash and Shock Risk Study of UTA Electrical Systems (Kinectrics AES, Inc.)**

Kent Muhlestein, UTA Safety Administrator - Transit System, requested the board approve a \$486,941.71 contract with Kinectrics AES, Inc. for an arc flash shock and risk study on UTA electrical systems.

Discussion ensued. A question on the project timeline was posed by the board and answered by Mr. Muhlestein.

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

d. **Change Order: On Demand Technologies Service Order No.2, Amendment No.2 - Southern Salt Lake County Service Contract Increase (River North Transit, LLC / "Via")**

Jaron Robertson, UTA Acting Planning Director, provided highlights for the On Demand service, which is provided by UTA in partnership with Via, in southern Salt Lake County. He spoke about monthly ridership, service performance, service changes implemented based on rider demand, seat availability, and ridership projections based on budget availability.

Mr. Robertson then requested the board approve a \$595,033 change order to the contract with River North Transit, LLC / "Via". The change order increases the 2022 not-to-exceed contract amount to allow for improvements to the UTA On Demand service. The total contract value, including the change order, is \$17,548,945.

Discussion ensued. Questions on responsibility for covering fuel costs, marketing campaigns, customer complaint topics, and cleaning standards were posed by the board and answered by Mr. Robertson.

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 recess at 10:40 a.m.

The meeting reconvened at 10:47 a.m.

e. **Change Order: Depot District Clean Fuels Technology Center Change Order No. 31 - Phase 6 Onsite Underground Power Conduits and Vaults (Big-D Construction)**

David Osborn, UTA Project Manager III, requested the board approve a \$2,604,560 change order to the contract with Big-D Construction for underground power conduit and vaults related to the Depot District Clean Fuels Technology Center. The total contract, including the change order, is \$76,661,010. The change order also includes a

time extension through spring of 2023 for completion of landscaping work associated with the installation.

Discussion ensued. A question on the timeline for completion of Rocky Mountain Power's portion of the work was posed by the board and answered by Mr. Osborn.

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.

## **10. Other Approvals**

### **a. UTA Policy - UTA.01.08 - Records Management and Access**

Auty Dahlquist, UTA Records Manager, reviewed the policy, which has been updated and incorporates several existing policies.

Discussion ensued. A question on training efforts to make employees aware of records retention requirements was posed by the board and answered by Ms. Dahlquist. Chair Christensen recommended an online training module be created to educate employees about records management.

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

### **b. UTA Policy - UTA.06.02 - Capital Asset**

Mr. Hofer was joined by Deidra Carrillo, UTA Manager - Capital Asset Controls. Mr. Hofer summarized the policy, which addresses deficiencies identified in the recent financial management oversight report, capital asset cost thresholds, recent adjustments to Governmental Accounting Standards, and roles and responsibilities related to asset records.

Ms. Carrillo described the standard operating procedures (SOPs) and tools intended to support the policy.

Discussion ensued. Questions on the asset inventory and vehicle donation processes were posed by the board and answered by staff.

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

## **11. Other Business**

### **a. Next Meeting: Wednesday, November 9th, 2022 at 9:00 a.m.**

**12. Closed Session****a. Strategy Session to Discuss Pending or Reasonably Imminent Litigation**

Chair Christensen indicated there were matters to be discussed in closed session relative to pending or reasonably imminent litigation. A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote and the meeting convened in closed session at 11:11 a.m.

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

**13. Open Session**

Trustee Holbrook attended closed session and then left the meeting before open session reconvened.

Open session reconvened at 11:34 a.m.

**14. Potential Action Items****a. Approval for Settlement - UTA vs Meza**

David Wilkins, Assistant Attorney General, requested the board approve a settlement in the UTA vs. Meza litigation for the defendant's insurance policy limit of \$300,000.

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

**15. Adjourn**

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to adjourn the meeting. The motion carried by a majority vote and the meeting adjourned at 11:38 a.m.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/789481.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





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/9/2022

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

**TITLE:**

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**Executive Director's Report**

- UTA Leadership Summit
- UTA Tribute - Salt Lake Business Unit - Sugar House Fire Relief

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**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**DISCUSSION:**

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



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# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/9/2022

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** William Greene, Chief Financial Officer  
**PRESENTER(S):** Brad Armstrong, Director of Budget and Financial Strategy  
Dan Hofer, Director of Capital Assets and Controls

**TITLE:**

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Financial Report - September 2022

**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational Report for discussion

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**BACKGROUND:**

The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report.

The September 2022 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided, is a status report on Capital program delivery and the monthly Board Dashboard which summarizes key information from the September 2022 Monthly Financial Statements.

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**DISCUSSION:**

At the November 9th meeting, the Director of Budget and Financial Strategy will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees. The Director of Capital Assets and Project Controls will also review the status of capital projects and receive questions from the Board of Trustees.

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**ALTERNATIVES:**

N/A

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**FISCAL IMPACT:**

N/A

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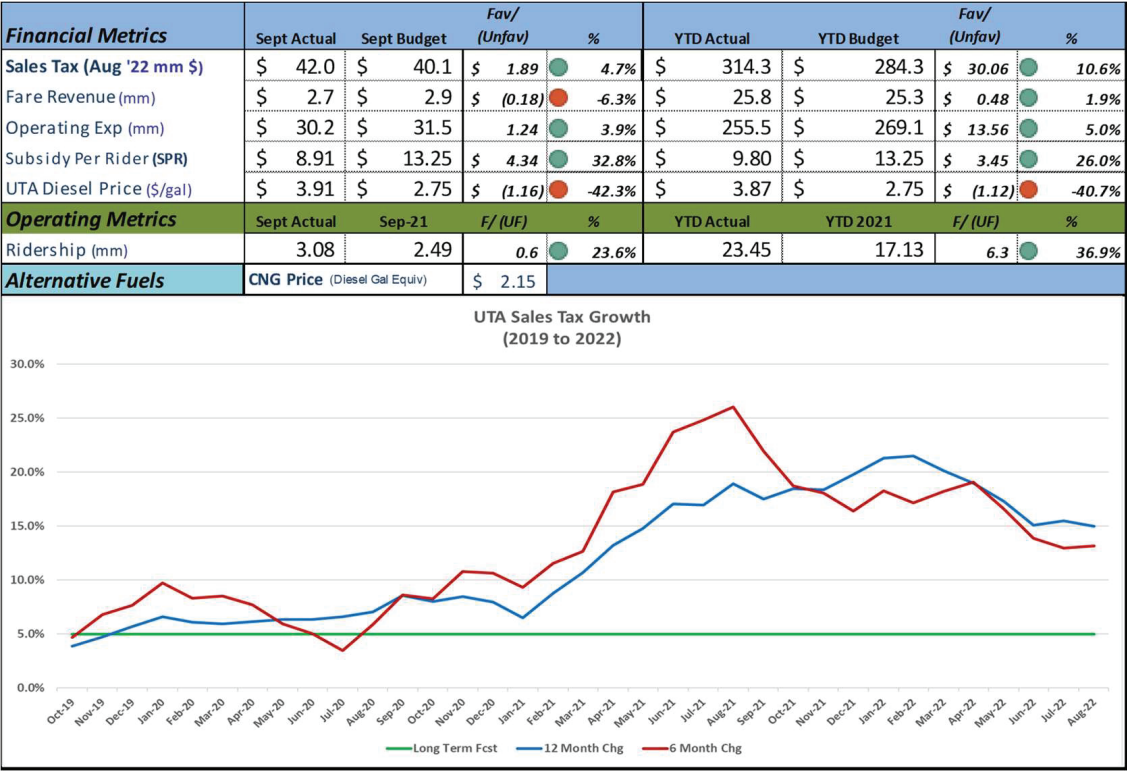
**ATTACHMENTS:**

September 2022 Board Dashboard

September 2022 Monthly Financial Statements

# UTA Board Dashboard September 2022

UTAH TRANSIT AUTHORITY

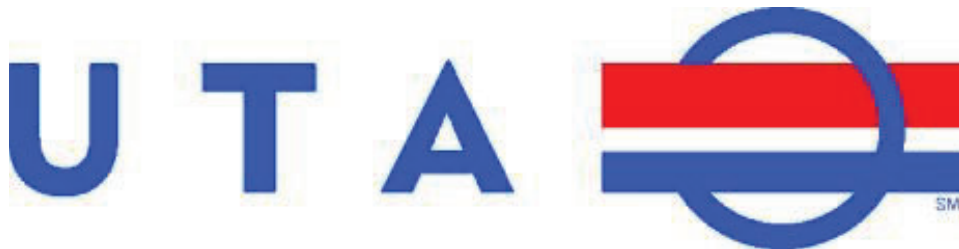


# **Utah Transit Authority**

## **Financial Statement**

(Unaudited)

September 30, 2022



**KEY ITEM REPORT**  
**(UNAUDITED)**  
**As of September 30, 2022**

EXHIBIT 1-1

	<b>2022 YTD ACTUAL</b>	<b>2022 YTD BUDGET</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>	<b>% FAVORABLE (UNFAVORABLE)</b>
1 Operating Revenue	\$ (27,458,129)	\$ (26,348,796)	\$ 1,109,333	4%
2 Operating Expenses	255,521,049	269,083,145	13,562,096	5%
3 <b>Net Operating Income (Loss)</b>	<b>(228,062,920)</b>	<b>(242,734,349)</b>	<b>14,671,429</b>	<b>6%</b>
4 Capital Revenue	(103,030,976)	(182,128,616)	(79,097,640)	-43%
5 Capital Expenses	121,328,797	250,608,825	129,280,028	52%
6 <b>Net Capital Income (Loss)</b>	<b>(18,297,822)</b>	<b>(68,480,210)</b>	<b>50,182,388</b>	<b>73%</b>
7 Sales Tax	(351,509,358)	(323,341,000)	28,168,358	9%
8 Other Revenue	(229,925,968)	(174,480,860)	55,445,108	32%
9 Debt Service	61,601,354	65,172,385	3,571,031	5%
10 Sale of Assets	(2,526,910)	-	2,526,910	
11 <b>Net Non-Operating Income (Loss)</b>	<b>522,360,882</b>	<b>432,649,475</b>	<b>89,711,407</b>	<b>21%</b>
12 <b>Contribution to Cash Balance</b>	<b>\$ 276,000,140</b>	<b>\$ 121,434,916</b>	<b>\$ 154,565,225</b>	<b>127%</b>
13 Amortization	8,130,837			
14 Depreciation	106,607,831			
15 <b>Total Non-cash Items</b>	<b>\$ 114,738,668</b>			

**STATISTICS**

**RIDERSHIP**

	<b>2021 Actual</b>	<b>September 2022</b>	<b>September 2021</b>	<b>Difference</b>	<b>2022 YTD</b>	<b>2021 YTD</b>	<b>Difference</b>
16 23,961,002		3,084,259	2,503,955	580,304	23,449,062	17,167,515	6,281,547

**OPERATING SUBSIDY PER RIDER -**

	<b>SPR</b>
17 Net Operating Expense	\$ 255,521,049
18 Less: Passenger Revenue	- (25,824,629)
19 Subtotal	229,696,420
20 Divided by: Ridership	÷ 23,449,062
21 Subsidy per Rider	\$ 9.80

**SUMMARY FINANCIAL DATA**  
**(UNAUDITED)**  
**As of September 30, 2022**

EXHIBIT 1-2

**BALANCE SHEET**

	<b>9/30/2022</b>	<b>9/30/2021</b>
<b>CURRENT ASSETS</b>		
1 Cash	\$ 34,271,243	\$ 27,579,182
2 Investments (Unrestricted)	546,188,596	295,899,697
3 Investments (Restricted)	106,318,897	133,529,243
4 Receivables	86,095,467	79,098,322
5 Receivables - Federal Grants	3,872,751	81,066,873
6 Inventories	38,397,394	34,624,608
7 Prepaid Expenses	1,853,231	1,850,125
<b>8 TOTAL CURRENT ASSETS</b>	<b>\$ 816,997,579</b>	<b>\$ 653,648,050</b>
9 Property, Plant & Equipment (Net)	2,913,931,101	2,894,061,210
10 Other Assets	124,762,596	144,253,523
<b>11 TOTAL ASSETS</b>	<b>\$ 3,855,691,276</b>	<b>\$ 3,691,962,783</b>
12 Current Liabilities	94,532,390	78,026,363
14 Net Pension Liability	90,642,486	96,783,597
15 Outstanding Debt	2,360,715,044	2,404,191,135
16 Net Investment in Capital Assets	685,791,365	692,666,356
17 Restricted Net Position	64,835,707	48,913,907
18 Unrestricted Net Position	559,174,284	371,381,425
<b>19 TOTAL LIABILITIES &amp; EQUITY</b>	<b>\$ 3,855,691,276</b>	<b>\$ 3,691,962,783</b>

**RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION**

<b>RESTRICTED RESERVES</b>		
20 Debt Service Reserves	\$ 3,248	\$ 3,241
21 2010/2015 Bond DSR Proceeds	145	550,972
22 2018 Bond Proceeds	4,007,987	13,276,468
23 2019 Bond Proceeds	22,654,613	64,331,166
24 Debt Service Interest Payable	43,951,968	37,621,819
25 Risk Contingency Fund	8,049,389	8,041,326
26 Catastrophic Risk Reserve Fund	1,102,921	1,100,288
27 Box Elder County ROW (sales tax)	2,348,222	1,877,456
28 Utah County 4th Qtr (sales tax)	4,961,842	-
29 Davis County Escrow	-	523,221
30 SL County Escrow	-	8
31 Amounts held in escrow	19,238,562	6,233,278
<b>32 TOTAL RESTRICTED RESERVES</b>	<b>\$ 106,318,897</b>	<b>\$ 133,559,243</b>
<b>DESIGNATED GENERAL AND CAPITAL RESERVES</b>		
33 General Reserves	65,368,000	\$ 58,778,000
34 Service Sustainability Reserves	10,895,000	9,796,000
35 Capital Reserve	45,616,000	44,338,000
36 Debt Reduction Reserve	30,000,000	30,000,000
<b>37 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES</b>	<b>\$ 151,879,000</b>	<b>\$ 142,912,000</b>
<b>38 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS</b>	<b>\$ 258,197,897</b>	<b>\$ 276,471,243</b>

**SUMMARY FINANCIAL DATA**
**(UNAUDITED)**
**As of September 30, 2022**

EXHIBIT 1-3

**REVENUE & EXPENSES**

	<b>ACTUAL Sep-22</b>	<b>ACTUAL Sep-21</b>	<b>YTD 2022</b>	<b>YTD 2021</b>
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (2,728,276)	\$ (2,647,688)	\$ (25,824,629)	\$ (22,119,755)
2 Advertising Revenue	(193,500)	(342,790)	(1,633,500)	(1,248,529)
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (2,921,776)</b>	<b>\$ (2,990,478)</b>	<b>\$ (27,458,129)</b>	<b>\$ (23,368,284)</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 10,155,088	\$ 8,659,949	\$ 91,019,274	\$ 80,310,627
5 Commuter Rail	2,458,183	2,035,011	20,417,350	16,847,245
6 Light Rail	4,091,302	3,251,538	29,702,120	28,849,183
7 Maintenance of Way	1,559,048	1,369,978	13,959,063	14,197,734
8 Paratransit Service	2,087,433	2,032,141	19,001,261	17,864,537
9 RideShare/Van Pool Services	668,062	578,574	2,525,656	2,836,851
10 Microtransit	259,275	225,181	4,024,131	1,424,166
11 Operations Support	5,096,109	3,862,351	42,860,004	36,509,588
12 Administration	3,129,904	2,584,456	26,015,847	23,350,260
13 Planning/Capital Development/Real Estate	717,785	608,712	5,996,343	4,781,289
14 Non-Departmental	-	-	-	-
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 30,222,189</b>	<b>\$ 25,207,891</b>	<b>\$ 255,521,049</b>	<b>\$ 226,971,480</b>
16 <b>NET OPERATING (INCOME) LOSS</b>	<b>\$ 27,300,413</b>	<b>\$ 22,217,413</b>	<b>\$ 228,062,920</b>	<b>\$ 203,603,196</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	(1,172,627)	(119,266)	(4,335,151)	(985,774)
18 Sales Tax Revenue <sup>1</sup>	(42,292,692)	(35,492,826)	(351,509,358)	(304,892,447)
19 Other Revenue	(813,720)	(2,607,460)	(8,168,910)	(7,173,062)
20 Fed Operations/Preventative Maint. Revenue	-	(16,767,440)	(217,421,907)	(191,093,848)
21 Bond Interest	6,344,548	7,240,169	58,996,061	65,923,602
22 Bond Interest UTCT	152,441	162,410	1,371,925	1,462,085
23 Bond Cost of Issuance/Fees	4,500	10,600	67,250	94,450
24 Lease Interest	129,651	96,920	1,166,118	913,982
25 Sale of Assets	(5,734,154)	5,980	(2,526,910)	775,984
26 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ (43,382,053)</b>	<b>\$ (47,470,913)</b>	<b>\$ (522,360,882)</b>	<b>\$ (434,975,028)</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 16,081,640</b>	<b>\$ 25,253,500</b>	<b>\$ 294,297,962</b>	<b>\$ 231,371,832</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
27 Bond Premium/Discount Amortization	(355,796)	(378,378)	(3,208,787)	(3,391,456)
28 Bond Refunding Cost Amortization	1,192,102	293,694	10,731,438	2,643,250
29 Future Revenue Cost Amortization	67,577	67,577	608,186	608,186
30 Depreciation	13,769,664	11,611,245	106,607,831	108,111,367
31 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 14,673,547</b>	<b>\$ 11,594,138</b>	<b>\$ 114,738,668</b>	<b>\$ 107,971,347</b>

<sup>1</sup> Current Year Sales Taxes YTD Include Actuals Plus Two Prior Month Accruals



**BUDGET TO ACTUAL REPORT  
(UNAUDITED)**

EXHIBIT 1-4

As of September 30, 2022

**CURRENT MONTH**

	<b>ACTUAL</b>	<b>BUDGET</b>	<b>VARIANCE</b>	<b>%</b>
	<b>Sep-22</b>	<b>Sep-22</b>	<b>FAVORABLE (UNFAVORABLE)</b>	<b>FAVORABLE (UNFAVORABLE)</b>
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (2,728,276)	\$ (2,911,782)	\$ (183,506)	-6%
2 Advertising Revenue	(193,500)	(120,000)	73,500	61%
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (2,921,776)</b>	<b>\$ (3,031,782)</b>	<b>\$ (110,006)</b>	<b>-4%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 10,155,088	\$ 10,027,926	\$ (127,162)	-1%
5 Commuter Rail	2,458,183	2,291,162	(167,021)	-7%
6 Light Rail	4,091,302	3,517,888	(573,414)	-16%
7 Maintenance of Way	1,559,048	1,851,672	292,624	16%
8 Paratransit Service	2,087,433	2,189,719	102,286	5%
9 RideShare/Van Pool Services	668,062	316,174	(351,888)	-111%
10 Microtransit	259,275	674,597	415,322	62%
11 Operations Support	5,096,109	5,542,684	446,575	8%
12 Administration	3,129,904	4,280,147	1,150,243	27%
13 Planning/Capital Development/Real Estate	717,785	770,587	52,802	7%
14 Non-Departmental	-	-	-	
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 30,222,189</b>	<b>\$ 31,462,556</b>	<b>\$ 1,240,367</b>	<b>4%</b>
16 <b>NET OPERATING (INCOME) LOSS</b>	<b>\$ 27,300,413</b>	<b>\$ 28,430,774</b>	<b>\$ 1,130,361</b>	<b>4%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	\$ (1,172,627)	\$ (587,860)	\$ 584,767	99%
18 Sales Tax Revenue	(42,292,692)	(39,063,000)	3,229,692	8%
19 Other Revenue	(813,720)	(2,650,000)	(1,836,280)	-69%
20 Fed Operations/Preventative Maint. Revenue	-	(4,936,455)	(4,936,455)	-100%
21 Bond Interest	6,344,548	7,749,362	1,404,814	18%
22 Bond Interest UTCT	152,441	152,434	(7)	0%
23 Bond Cost of Issuance/Fees	4,500	4,500	-	0%
24 Lease Interest	129,651	132,724	3,073	2%
25 Sale of Assets	(5,734,154)	-	5,734,154	
26 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b>\$ (43,382,053)</b>	<b>\$ (39,198,295)</b>	<b>\$ 4,183,758</b>	<b>11%</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 16,081,640</b>	<b>\$ 10,767,521</b>		

**BUDGET TO ACTUAL REPORT BY CHIEF  
(UNAUDITED)**

EXHIBIT 1-4A

As of September 30, 2022

**CURRENT MONTH**

		<b>ACTUAL</b>	<b>BUDGET</b>	<b>VARIANCE</b>	<b>%</b>
		<b>Sep-22</b>	<b>Sep-22</b>	<b>FAVORABLE</b> <b>(UNFAVORABLE)</b>	<b>FAVORABLE</b> <b>(UNFAVORABLE)</b>
<b>OPERATING EXPENSE</b>					
1	Board of Trustees	\$ 181,559	\$ 246,120	\$ 64,561	26%
2	Executive Director	445,244	707,095	261,851	37%
3	Chief Communication Officer	337,225	-	(337,225)	
4	Chief Planning and Engagement Officer	1,026,230	1,379,685	353,455	26%
5	Chief Finance Officer	1,069,770	1,256,956	187,186	15%
6	Chief Operating Officer	23,666,073	23,595,869	(70,204)	0%
7	Chief People Officer	1,353,951	1,641,329	287,378	18%
8	Chief Development Officer	384,164	642,697	258,533	40%
9	Chief Enterprise Strategy Officer	1,757,973	1,992,805	234,832	12%
10	Non-Departmental	-	-	-	
11	<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 30,222,189</b>	<b>\$ 31,462,556</b>	<b>\$ 1,240,367</b>	<b>4%</b>

**YEAR TO DATE**

		<b>ACTUAL</b>	<b>BUDGET</b>	<b>VARIANCE</b>	<b>%</b>
		<b>Sep-22</b>	<b>Sep-22</b>	<b>FAVORABLE</b> <b>(UNFAVORABLE)</b>	<b>FAVORABLE</b> <b>(UNFAVORABLE)</b>
<b>OPERATING EXPENSE</b>					
12	Board of Trustees	\$ 1,891,517	\$ 2,026,808	\$ 135,291	7%
13	Executive Director	5,186,527	6,369,952	1,183,425	19%
14	Chief Communication Officer	577,320	-	(577,320)	
15	Chief Planning and Engagement Officer	9,511,490	10,528,222	1,016,732	10%
16	Chief Finance Officer	10,568,973	10,975,214	406,241	4%
17	Chief Operating Officer	200,823,997	205,642,720	4,818,723	2%
18	Chief People Officer	8,315,002	11,019,002	2,704,000	25%
19	Chief Development Officer	4,294,065	5,786,814	1,492,749	26%
20	Chief Enterprise Strategy Officer	14,352,158	16,734,413	2,382,255	14%
21	Non-Departmental	-	-	-	
22	<b>TOTAL OPERATING EXPENSE</b>	<b>\$255,521,049</b>	<b>\$ 269,083,145</b>	<b>\$ 13,562,096</b>	<b>5%</b>

**BUDGET TO ACTUAL REPORT  
(UNAUDITED)**

EXHIBIT 1-5

As of September 30, 2022

**YEAR TO DATE**

	<b>ACTUAL</b>	<b>BUDGET</b>	<b>VARIANCE</b>	<b>%</b>
	<b>Sep-22</b>	<b>Sep-22</b>	<b>FAVORABLE (UNFAVORABLE)</b>	<b>FAVORABLE (UNFAVORABLE)</b>
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (25,824,629)	\$ (25,343,796)	\$ 480,833	2%
2 Advertising Revenue	(1,633,500)	(1,005,000)	628,500	63%
<b>3 TOTAL OPERATING REVENUE</b>	<b>\$ (27,458,129)</b>	<b>\$ (26,348,796)</b>	<b>\$ 1,109,333</b>	<b>4%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 91,019,274	\$ 89,877,822	\$ (1,141,452)	-1%
5 Commuter Rail	20,417,350	20,321,748	(95,602)	0%
6 Light Rail	29,702,120	31,484,169	1,782,049	6%
7 Maintenance of Way	13,959,063	15,691,492	1,732,429	11%
8 Paratransit Service	19,001,261	19,656,524	655,263	3%
9 RideShare/Van Pool Services	2,525,656	2,845,896	320,240	11%
10 Microtransit	4,024,131	4,735,651	711,520	15%
11 Operations Support	42,860,004	45,771,686	2,911,682	6%
12 Administration	26,015,847	31,823,333	5,807,486	18%
13 Planning/Capital Development/Real Estate	5,996,343	6,874,824	878,481	13%
14 Non-Departmental	-	-	-	
<b>15 TOTAL OPERATING EXPENSE</b>	<b>\$ 255,521,049</b>	<b>\$ 269,083,145</b>	<b>\$ 13,562,096</b>	<b>5%</b>
<b>16 NET OPERATING (INCOME) LOSS</b>	<b>\$ 228,062,920</b>	<b>\$ 242,734,349</b>	<b>\$ 14,671,429</b>	<b>6%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	\$ (4,335,151)	\$ (3,472,860)	\$ 862,291	25%
18 Sales Tax Revenue	(351,509,358)	(323,341,000)	28,168,358	9%
19 Other Revenue	(8,168,910)	(11,408,000)	(3,239,090)	-28%
20 Fed Operations/Preventative Maint. Revenue	(217,421,907)	(159,600,000)	57,821,907	36%
21 Bond Interest	58,996,061	62,473,914	3,477,853	6%
22 Bond Interest UTCT	1,371,925	1,421,656	49,731	3%
23 Bond Cost of Issuance/Fees	67,250	49,750	(17,500)	-35%
24 Lease Interest	1,166,118	1,227,065	60,947	5%
25 Sale of Assets	(2,526,910)	-	2,526,910	
<b>26 TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b>\$ (522,360,882)</b>	<b>\$ (432,699,225)</b>	<b>\$ 89,661,657</b>	<b>21%</b>
<b>27 CONTRIBUTION TO RESERVES</b>	<b>\$ 294,297,962</b>	<b>\$ 189,964,875</b>		

**CAPITAL PROJECTS  
(UNAUDITED)  
As of September 30, 2022**

EXHIBIT 1-6

		<b>2022 ACTUAL</b>	<b>ANNUAL BUDGET</b>	<b>PERCENT</b>
<b>EXPENSES</b>				
1	REVENUE AND NON-REVENUE VEHICLES	\$ 13,841,520	\$ 47,861,863	28.9%
2	INFORMATION TECHNOLOGY	2,645,204	17,405,978	15.2%
3	FACILITIES, MAINTENANCE & ADMIN. EQUIP.	2,882,480	9,040,281	31.9%
4	CAPITAL PROJECTS	15,489,116	106,829,922	14.5%
5	AIRPORT STATION RELOCATION	120,605	128,000	94.2%
6	STATE OF GOOD REPAIR	20,880,573	52,976,642	39.4%
7	DEPOT DISTRICT	24,331,178	36,694,150	66.3%
8	OGDEN/WEBER STATE BRT	34,441,676	47,229,117	72.9%
9	TIGER	6,696,445	15,979,147	41.9%
10	<b>TOTAL</b>	<b>\$ 121,328,797</b>	<b>\$ 334,145,100</b>	<b>36.3%</b>
<b>REVENUES</b>				
11	GRANT	\$ 53,644,900	\$ 85,192,380	63.0%
12	STATE CONTRIBUTION	1,701,025	13,914,417	12.2%
13	LEASES (PAID TO DATE)	16,925,418	51,875,592	32.6%
14	BONDS	26,662,599	61,439,830	43.4%
15	LOCAL PARTNERS	4,097,033	30,415,935	13.5%
16	UTA FUNDING	18,297,822	77,829,952	23.5%
17	<b>TOTAL</b>	<b>\$ 121,328,797</b>	<b>\$ 320,668,106</b>	<b>37.8%</b>

**FAREBOX RECOVERY & SPR  
(UNAUDITED)**

EXHIBIT 1-7

As of September 30, 2022

**BY SERVICE**

	CURRENT MONTH		YEAR TO DATE	
	Sep-22	Sep-21	2022	2021
<b>UTA</b>				
Fully Allocated Costs	30,222,189	25,207,366	255,521,051	226,970,955
Passenger Farebox Revenue	2,728,275	2,647,688	25,824,628	22,120,378
Passengers	3,084,259	2,503,955	23,449,062	17,167,515
Farebox Recovery Ratio	9.0%	10.5%	10.1%	9.7%
Actual Subsidy per Rider	\$8.91	\$9.01	\$9.80	\$11.93
<b>BUS SERVICE</b>				
Fully Allocated Costs	14,635,501	12,128,083	127,896,237	112,015,594
Passenger Farebox Revenue	1,104,938	1,242,204	11,195,275	10,626,771
Passengers	1,594,016	1,258,947	11,617,461	8,955,891
Farebox Recovery Ratio	7.5%	10.2%	8.8%	9.5%
Actual Subsidy per Rider	\$8.49	\$8.65	\$10.05	\$11.32
<b>LIGHT RAIL SERVICE</b>				
Fully Allocated Costs	7,619,922	6,082,329	59,964,378	55,889,957
Passenger Farebox Revenue	642,331	609,286	6,218,367	4,904,455
Passengers	984,814	881,155	8,179,843	5,885,731
Farebox Recovery Ratio	8.4%	10.0%	10.4%	8.8%
Actual Subsidy per Rider	\$7.09	\$6.21	\$6.57	\$8.66
<b>COMMUTER RAIL SERVICE</b>				
Fully Allocated Costs	4,633,325	3,772,227	38,099,675	33,319,154
Passenger Farebox Revenue	409,882	377,754	4,057,372	2,934,216
Passengers	340,283	245,235	2,379,837	1,437,196
Farebox Recovery Ratio	8.8%	10.0%	10.6%	8.8%
Actual Subsidy per Rider	\$12.41	\$13.84	\$14.30	\$21.14
<b>MICROTRANSIT</b>				
Fully Allocated Costs	128,698	267,373	4,275,357	1,800,082
Passenger Farebox Revenue	18,307	6,832	124,042	41,257
Passengers	26,936	9,440	150,858	51,645
Farebox Recovery Ratio	14.2%	2.6%	2.9%	2.3%
Actual Subsidy per Rider	\$4.10	\$27.60	\$27.52	\$34.06
<b>PARATRANSIT</b>				
Fully Allocated Costs	2,242,791	2,135,576	20,361,365	18,984,487
Passenger Farebox Revenue	316,529	196,741	2,023,461	1,366,534
Passengers	73,564	61,386	588,325	391,452
Farebox Recovery Ratio	14.1%	9.2%	9.9%	7.2%
Actual Subsidy per Rider	\$26.18	\$31.58	\$31.17	\$45.01
<b>RIDESHARE</b>				
Fully Allocated Costs	961,953	821,777	4,924,039	4,961,681
Passenger Farebox Revenue	236,288	214,871	2,206,111	2,247,145
Passengers	64,646	47,792	532,739	445,601
Farebox Recovery Ratio	24.6%	26.1%	44.8%	45.3%
Actual Subsidy per Rider	\$11.23	\$12.70	\$5.10	\$6.09

**FAREBOX RECOVERY & SPR  
(UNAUDITED)**

EXHIBIT 1-8

As of September 30, 2022

**BY TYPE**

	CURRENT MONTH		YEAR TO DATE	
	Sep-22	Sep-21	2022	2021
<b>FULLY ALLOCATED COSTS</b>				
Bus Service	\$14,635,501	\$12,128,083	\$127,896,237	\$112,015,594
Light Rail Service	\$7,619,922	\$6,082,329	\$59,964,378	\$55,889,957
Commuter Rail Service	\$4,633,325	\$3,772,227	\$38,099,675	\$33,319,154
Microtransit	\$128,698	\$267,373	\$4,275,357	\$1,800,082
Paratransit	\$2,242,791	\$2,135,576	\$20,361,365	\$18,984,487
Rideshare	\$961,953	\$821,777	\$4,924,039	\$4,961,681
<b>UTA</b>	<b>\$30,222,189</b>	<b>\$25,207,366</b>	<b>\$255,521,051</b>	<b>\$226,970,955</b>
<b>PASSENGER FAREBOX REVENUE</b>				
Bus Service	\$1,104,938	\$1,242,204	\$11,195,275	\$10,626,771
Light Rail Service	\$642,331	\$609,286	\$6,218,367	\$4,904,455
Commuter Rail Service	\$409,882	\$377,754	\$4,057,372	\$2,934,216
Microtransit	\$18,307	\$6,832	\$124,042	\$41,257
Paratransit	\$316,529	\$196,741	\$2,023,461	\$1,366,534
Rideshare	\$236,288	\$214,871	\$2,206,111	\$2,247,145
<b>UTA</b>	<b>\$2,728,275</b>	<b>\$2,647,688</b>	<b>\$25,824,628</b>	<b>\$22,120,378</b>
<b>PASSENGERS</b>				
Bus Service	1,594,016	1,258,947	11,617,461	8,955,891
Light Rail Service	984,814	881,155	8,179,843	5,885,731
Commuter Rail Service	340,283	245,235	2,379,837	1,437,196
Microtransit	26,936	9,440	150,858	51,645
Paratransit	73,564	61,386	588,325	391,452
Rideshare	64,646	47,792	532,739	445,601
<b>UTA</b>	<b>3,084,259</b>	<b>2,503,955</b>	<b>23,449,062</b>	<b>17,167,515</b>
<b>FAREBOX RECOVERY RATIO</b>				
Bus Service	7.5%	10.2%	8.8%	9.5%
Light Rail Service	8.4%	10.0%	10.4%	8.8%
Commuter Rail Service	8.8%	10.0%	10.6%	8.8%
Microtransit	14.2%	2.6%	2.9%	2.3%
Paratransit	14.1%	9.2%	9.9%	7.2%
Rideshare	24.6%	26.1%	44.8%	45.3%
<b>UTA</b>	<b>9.0%</b>	<b>10.5%</b>	<b>10.1%</b>	<b>9.7%</b>
<b>ACTUAL SUBSIDY PER RIDER</b>				
Bus Service	\$8.49	\$8.65	\$10.05	\$11.32
Light Rail Service	\$7.09	\$6.21	\$6.57	\$8.66
Commuter Rail Service	\$12.41	\$13.84	\$14.30	\$21.14
Microtransit	\$4.10	\$27.60	\$27.52	\$34.06
Paratransit	\$26.18	\$31.58	\$31.17	\$45.01
Rideshare	\$11.23	\$12.70	\$5.10	\$6.09
<b>UTA</b>	<b>\$8.91</b>	<b>\$9.01</b>	<b>\$9.80</b>	<b>\$11.93</b>

**SUMMARY OF ACCOUNTS RECEIVABLE  
(UNAUDITED)**

EXHIBIT 1-9

As of September 30, 2022

<b>Classification</b>	<b>Total</b>	<b>Current</b>	<b>31-60 Days</b>	<b>61-90 Days</b>	<b>90-120 Days</b>	<b>Over 120 Days</b>
1 Federal Grants Government <sup>1</sup>	\$ 3,872,751	\$ 3,872,751	-	-	-	-
2 Sales Tax Contributions	77,526,164	37,111,256	40,414,908	-	-	-
3 Warranty Recovery	3,069,730	3,069,730	-	-	-	-
4 Build America Bond Subsidies	2,963,000	740,750	\$ 740,750	\$ 740,750	\$ 740,750	
5 Product Sales and Development	1,929,738	764,359	50,268	1,014,269	6,991	\$ 93,851
6 Pass Sales	(28,426)	121,445	10,813	5,163	(211,448)	\$ 45,601
7 Property Management	112,457	56,140	5,480	-	1,576	49,261
8 Vanpool/Rideshare	61,508	31,241	10,636	4,541	7,645	7,445
9 Salt Lake City Agreement	364,356	364,356	-	-	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreement:	96,940	-	-	-	-	96,940
12 Other	-	-	-	-	-	-
13 <b>Total</b>	<b>\$ 89,968,218</b>	<b>\$ 46,132,028</b>	<b>\$ 41,232,855</b>	<b>\$ 1,764,723</b>	<b>\$ 545,514</b>	<b>\$ 293,098</b>

**Percentage Due by Aging**

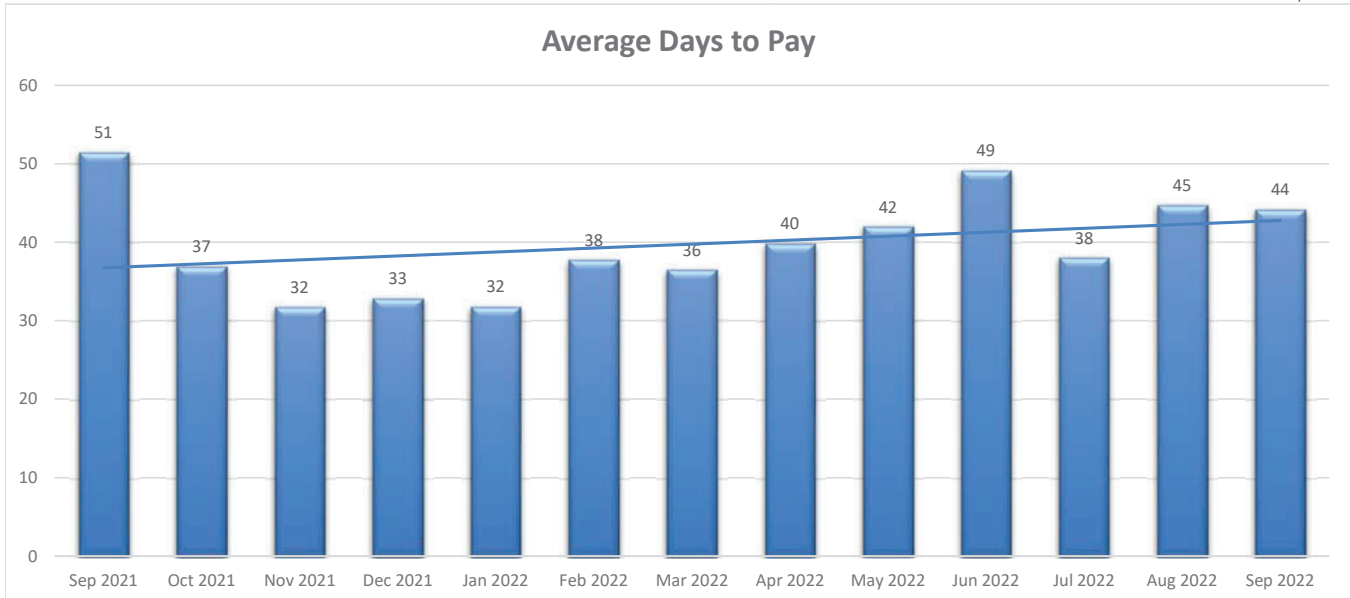
14 Federal Grants Government <sup>1</sup>	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	47.9%	52.1%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	25.0%	25.0%	25.0%	25.0%	0.0%
18 Product Sales and Development	39.6%	2.6%	52.6%	0.4%	4.9%
19 Pass Sales	-427.2%	-38.0%	-18.2%	743.9%	-160.4%
20 Property Management	49.9%	4.9%	0.0%	1.4%	43.8%
21 Vanpool/Rideshare	50.8%	17.3%	7.4%	12.4%	12.1%
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23 Planning					
24 Capital Development Agreements	0.0%	0.0%	0.0%	0.0%	100.0%
25 Other					
26 <b>Total</b>	<b>51.3%</b>	<b>45.8%</b>	<b>2.0%</b>	<b>0.6%</b>	<b>0.3%</b>

<sup>1</sup> Federal preventive maintenance funds and federal RideShare funds

**SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000  
FROM SEPTEMBER 1, 2022 THROUGH SEPTEMBER 30, 2022  
(UNAUDITED)**

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
R2022-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	9/8/2022	276,389.20
R2022-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	9/8/2022	902,849.54
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	892057	9/8/2022	474,482.11
UTAH STATE CONTRACT#AV2522		YOUNG CHEVROLET, INC.	369809	9/8/2022	525,856.00
R2022-04-01		SELECT HEALTH	ZION-ACH	9/8/2022	266,989.34
R2022-04-01		PEHP	ZION-ACH	9/8/2022	813,912.90
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	370036	9/14/2022	673,675.16
20-3349VW ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	370037	9/14/2022	810,554.18
R2022-04-01		ROCKY MOUNTAIN POWER	369974	9/14/2022	220,696.19
R2021-05-01		SIEMENS MOBILITY, INC.	892177	9/21/2022	270,363.67
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	892178	9/21/2022	345,305.43
20-03384VW PROJECT MGMT SERVICES	4/17/2021	HNTB CORPORATION	892179	9/21/2022	556,339.92
19-0312PP 27-45' COMMUTER BUSES	8/19/2020	MOTOR COACH INDUSTRIES INC.	892180	9/21/2022	661,946.66
18-2398TP TIGER GRANT CONSTRUCTION CONTRACT	4/11/2018	GRANITE CONSTRUCTION COMPANY	892181	9/21/2022	1,284,166.95
20-3349VW ON-CALL MAINTENANCE	6/9/2021	STACY AND WITBECK, INC.	892182	9/21/2022	2,069,822.73
R2022-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	9/22/2022	957,475.87
R2022-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	9/22/2022	294,537.55
UTAH STATE CONTRACT#AV2522		YOUNG CHEVROLET, INC.	370079	9/21/2022	295,794.00
22-03546VW APPRENTICESHIP TRAINING CURRICULUM	5/14/2022	XPAN INTERACTIVE USA INC.	370080	9/21/2022	386,386.60
21-3410VW FRONTRUNNER PROGRAM MANGEMENT	5/28/2021	KIMLEY-HORN AND ASSOCIATES INC.	892239	9/28/2022	393,538.04
17-2283AB LAND USE CONNECTION PROGRAM	7/26/2017	WASATCH FRONT REG COUNCIL	370226	9/28/2022	219,774.00
R2022-04-01		ROCKY MOUNTAIN POWER	370227	9/28/2022	463,723.54
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	892240	9/28/2022	799,457.40
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG-D CONSTRUCTION	892241	9/28/2022	2,543,548.08
R2022-04-01		BANC OF AMERICA PUBLIC CAPITAL	ZION-ACH	9/30/2022	217,270.79
R2022-04-01		JP MORGAN EQUIPMENT FINANCE	ZION-ACH	9/30/2022	246,288.77







# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/9/2022

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**TO:** Board of Trustees  
**FROM:** Jana Ostler, Board Manager  
**PRESENTER(S):** Carlton Christensen, Chair Board of Trustees

**TITLE:**

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**R2022-11-01 - Resolution Giving Notice and Setting Regular Meeting Dates for the Authority's Board of Trustees and Audit Committee for Calendar Year 2023**

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**AGENDA ITEM TYPE:**

Resolution

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**RECOMMENDATION:**

Approve Resolution R2022-11-01 Giving Notice and Setting Regular Meeting Dates for the Authority's Board of Trustees and Audit Committee for Calendar Year 2023

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**BACKGROUND:**

The Utah Open and Public Meetings Act as codified in Title 52, Chapter 4, Part 2 of the Utah Code provides that any public body which holds regular meetings that are scheduled in advance over the course of a year shall give public notice at least once each year of its annual regular meeting schedule and that such notice shall specify the date, time, and place of such meetings.

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**DISCUSSION:**

The proposed 2023 schedule is anticipated to meet the needs of the Board of Trustees and the agency. If additional meetings are deemed necessary, or if cancellations are needed, they will be properly noticed according to the Utah Open and Public Meetings Act.

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**ATTACHMENTS:**

- R2022-11-01 - Resolution Giving Notice and Setting Regular Meeting Dates for the Authority's Board of Trustees and Audit Committee for Calendar Year 2023
-

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY GIVING NOTICE AND SETTING REGULAR MEETING DATES FOR  
THE AUTHORITY'S BOARD OF TRUSTEES AND AUDIT COMMITTEE FOR  
CALENDAR YEAR 2023**

R2022-11-01

November 9, 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 the Utah Public Transit District Act as codified in Title 17B, Chapter 2a, Part 808.1 defines the responsibilities of the Board of Trustees to hold public meetings and receive public comment; and

WHEREAS, the Utah Open and Public Meetings Act as codified in Title 52, Chapter 4, Part 2 of the Utah Code provides that any public body which holds regular meetings that are scheduled in advance over the course of a year shall give public notice at least once each year of its annual meeting schedule and that such notice shall specify the date, time, and place of such meetings; and

WHEREAS, the Board of Trustees desires to afford stakeholders and the public greater participation and accessibility to its meetings; and

WHEREAS, it is considered necessary and desirable by the Board of Trustees of the Authority to adopt a resolution giving notice of regular meetings of the Authority for calendar year 2023.

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

1. That the Board gives notices of its regular meetings for calendar year 2023 as outlined in "Exhibit A" to this resolution.
2. That the corporate seal be attached hereto.

Approved and adopted this 9th day of November 2022.

---

Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
  
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Legal Counsel

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## Exhibit A

NOTICE OF ANNUAL MEETING SCHEDULE  
BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY

In accordance with the provisions of the Utah Open and Public Meetings Act (the “Act”), public notice is hereby given that the Board of Trustees of the Utah Transit Authority, a large public transit district organized under the laws of the State of Utah, will hold its regular meetings at the indicated hours at the location of 669 West 200 South, Salt Lake City, Utah 84101, or via a remote meeting platform as provided for in the Act:

**Regular Board of Trustees Meetings**  
**(All Regular Board Meetings Start at 9:00 a.m.)**

January 11, 2023	July 12, 2023
January 25, 2023	July 26, 2023
February 8, 2023	August 9, 2023
February 22, 2023	August 23, 2023
March 8, 2023	September 13, 2023
March 22, 2023	September 27, 2023
April 12, 2023	October 11, 2023
April 26, 2023	October 25, 2023
May 10, 2023	November 8, 2023
May 24, 2023	November 29, 2023
June 14, 2023	December 6, 2023
June 28, 2023	December 20, 2023

**Regular Audit Committee Meetings**  
**(All Audit Committee Meetings Start at 3:00 p.m.)**

Monday, March 6, 2023  
Monday, June 26, 2023  
Monday, October 16, 2023  
Monday, December 18, 2023

The agenda of each meeting of the Board of Trustees and Audit Committee of the Utah Transit Authority, together with the date, time and place of each meeting shall be posted in compliance with the requirements of the Act.

The Board of Trustees of the Utah Transit Authority invites brief comments or questions from the public during its regularly scheduled Board of Trustee meetings. The Chair of the Board of Trustees shall determine the duration and timing of the public comment period.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/9/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** William Greene, Chief Finance Officer  
**PRESENTER(S):** Kensey Kunkel, Manager Business Development & Sales

**TITLE:**

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**R2022-11-02 - Resolution Adopting the 2023 Eco Pass Fare Structure of the Agency**

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**AGENDA ITEM TYPE:**

Resolution

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**RECOMMENDATION:**

Approve R2022-11-02 adopting the 2023 Eco Pass Fare Structure and form of Agreement of the Agency

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**BACKGROUND:**

The Utah Public Transit District Act (Utah Code 17B-2a-801) empowers the Board of Trustees to fix the fares charged to riders of the Authority's transit services. UTA Board Policy 4.1 - Fares, adopted by the Board of Trustees on July 7, 2019, empowers the Board to set base fares for transit services, including those for the Authority's Eco Pass program. In December 2021, the board adopted Resolution R2021-12-05 that adopted the ECO Pass Fare Structure of the agency. This Resolution is set to expire on December 31, 2022.

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**DISCUSSION:**

UTA staff will present Resolution R2022-11-02 for the Board's approval of UTA's 2023 Eco Pass Fare Structure and also the Eco Pass form of Agreement (Exhibits A and B)

Eco Fare Agreements of any dollar value that do not deviate materially from the fare structure shown in Exhibit A or the form of contract shown in Exhibit B and undergo UTA legal review would be approved for execution under this Resolution.

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**ALTERNATIVES:**

Not approve or amend the resolution

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**FISCAL IMPACT:**

The agency anticipates a slight decrease in revenue received by Eco Pass agreements as partners switch to different pass programs.

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**ATTACHMENTS:**

R2022-11-02 adopting the 2023 Eco Pass Fare Structure of the Agency

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY ADOPTING THE 2023 ECO PASS FARE STRUCTURE  
OF THE AGENCY**

R2022-11-02

November 09, 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 (“the Act”);

WHEREAS, the Act Empowers the Board of Trustees (“Board”) of the Authority to fix the fares charged to riders of the Authority’s transit services; and

WHEREAS, on July 7, 2019, the Board of the Authority adopted Board of Trustee Policy 4.1 – Fares (“the Policy”); and

WHEREAS, the Act and Policy also empower the Board of the Authority to set base fares for transit services, including those for the Authority’s Eco Pass program; and

WHEREAS on December 1, 2021, the Board of the Authority adopted an Eco Pass fare structure, and

WHEREAS, the Board of the Authority desires to extend the current fare structure for the Eco Pass Program for one additional year through 2023.

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

1. That the Eco Pass Fare Structure of the Authority, previously adopted in Resolution R2021-12-05 is hereby rescinded.
2. That the 2023 Eco Pass Fare Structure of the Authority is hereby adopted in substantially the same form as attached as Exhibit A (Eco Pass Fare Structure).
3. That the 2023 Eco Pass Contracts are hereby approved in substantially the same form as attached as Exhibit B (Eco Pass Standard Agreement #1).
4. That any Eco Pass Agreement incorporating the Fare Pass Structure contained in Exhibit A and substantially following the form of agreement contained in Exhibit B shall be considered to have been approved.



5. That any ECO Pass agreement that does not substantially follow the fare structure contained in Exhibit A or contains terms which differ materially from the form of agreements contained in Exhibits B shall be brought to the Board of Trustees for approval, regardless of dollar value.
6. That this Resolution is to remain into effect through December 2023.
7. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Executive Director, staff, and counsel, that are necessary or appropriate to give effect to this Resolution.
8. That the corporate seal be attached hereto.

Approved and adopted this 9th day of November 2022.

---

Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
  
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Legal Counsel

Exhibit A  
(2023 Eco Pass Fare Structure)

Exhibit A: Programs and Pricing

Table 1: Eco Pass Agreement

Program	Price	Notes	Minimum Requirements	Service Level
Annual Preferred	\$275	Annual price per person	100 passes or 100% employee participation; whichever is greater	Premium
Annual Select	\$499	Annual price per person	30 pass purchase minimum	Premium
Monthly	\$59	Monthly price per person	10 pass purchase minimum per month (\$590)	Premium
Daily	\$6.40	Price per day, per card used	\$500 per month minimum	Premium

Exhibit B  
(2023 Eco Pass Standard Agreement #1)

## ECO PASS AGREEMENT 2023

This ECO Pass Agreement (“Agreement”) is made effective the 1st day of \_\_\_\_\_, 2023 (the “Effective Date”) by and between, \_\_\_\_\_, the (“Administrator”) and **UTAH TRANSIT AUTHORITY**, a public transit district, whose address is 669 West 200 South, Salt Lake City, Utah 84101 (hereinafter “UTA”).

### RECITALS

WHEREAS, UTA is a public transit district providing public transit services within the State of Utah;

WHEREAS, Administrator is an entity that hires employees who work within the public transit district;

WHEREAS, both Administrator and UTA recognize the benefits of public transit for individuals, businesses and the community for reducing congestion, improving the quality of air and the environment and limiting the amount of real property set aside or dedicated to motor vehicle uses and parking in urban locations;

WHEREAS, UTA has implemented an “ECO Pass Program” or economical transit pass program whereby employers agree to purchase from UTA transit passes for employees at discounted rates; and

WHEREAS, Administrator desires to participate in UTA’s ECO Pass program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Administrator and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibit “A” – Pass Program Account Setup, Exhibit “B”- Complimentary Fare Addendum and Exhibit “C” – Pass Program Guidelines and Rules, attached hereto and made a part hereof by this reference.

### **DEFINITIONS**

**1.1.** The term “**Authorized Services**” means travel on local buses, express buses, TRAX light rail, Streetcar light rail, bus rapid transit, on-demand, and FrontRunner commuter rail. Authorized Services do not include travel on ParkCity Connect, Ski-bus, or Paratransit services.

**1.2.** The term “**Authorized User**” means Administrator’s employees who have been issued a Pass in compliance with this Agreement.

**1.3.** The term “**Pass**” means a card issued by Administrator to an Authorized User under the terms of this Agreement for use on UTA’s transit system.

**1.4.** The term “**Qualified Employee**” means (a) an employee who is employed on a full-time,

part-time, seasonal, and/or temporary basis; (b) an employee who is not currently participating in a UTA van pool program; (c) an employee who works shifts when UTA is providing transit services.

## **TERMS AND CONDITIONS**

**2.1. TERM.** This Agreement shall be in effect from Effective Date through December 31, 2023.

**2.2. FORM OF PASSES.** Administrator shall issue electronic fare cards imbedded with micro-chips that are individually numbered on the outside with a unique internal identification number and signature strip for use as Passes. Cards must either be provided by or approved by UTA.

**2.3. NON-TRANSFERRABLE.** A Pass is not transferable.

**2.4. MINIMUM NUMBER OF PASSES.**

**2.4.1. Annual Preferred Passes.** An Administrator that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each Qualified Employee and/or an Administrator must have one-hundred (100) or more Qualified Employees to participate in this program. The Administrator will be billed by UTA for whichever quantity (100 minimum or 100% of employees) is greater.

**2.4.2. Annual Select Passes.** An Administrator that purchases Annual Select Passes shall purchase a minimum of thirty (30) Annual Select Passes.

**2.4.3. Monthly Passes.** An Administrator that purchases Monthly Passes shall purchase a minimum of ten (10) Monthly Passes.

**2.4.4. Daily Passes.** An Administrator that purchases Daily Passes shall purchase at least \$500 worth of Daily Passes each month.

**2.4.5. Paratransit Passes.** If Administrator provides subsidized Passes to Authorized Users, Administrator agrees to purchase similarly subsidized paratransit passes for travel to and from the Authorized User's place of employment for any Authorized User who is Paratransit eligible and cannot ride UTA's fixed route services.

**2.5. ISSUING PASSES.** Administrator is responsible for issuing Passes. Administrator shall not issue a Pass to any person who is not an Authorized User under this Agreement. Prior to issuing a Pass, Administrator shall confirm the recipient qualifies as an Authorized User; print the recipient's name on the Pass in permanent ink, unless the Pass is owned by Administrator with no signature strip; and record the recipient's name and corresponding Pass number.

**2.6. ACTIVATING PASSES.**

**2.6.1. Annual and Daily Passes.** Upon execution of this Agreement, UTA will provide

Administrator with activated Passes based on the preferred start month identified in Exhibit “A”, Section 5. All Passes automatically expire December 31st but may be activated for another year upon completion of a subsequent agreement or amendment between the parties prior to the expiration of the Passes.

- 2.6.2. Monthly Passes.** UTA will provide Administrator with inactive Passes that Administrator shall activate. To activate Passes for use on the 1<sup>st</sup> day of the month, Administrator shall provide UTA with an electronic file of Pass numbers that conforms to the Bulk Import File Specifications Guide provided by UTA no earlier than the 25<sup>th</sup> of the month and no later than the second to last business day of the month. Administrator may activate Passes at any time during the month but UTA will not prorate the monthly charge for late activations.
- 2.7. PAYMENT FOR PASSES.** Administrator shall pay the amount stated on Exhibit “A” for Passes provided by UTA under this Agreement. Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice.
- 2.7.1. Annual Passes.** UTA shall issue Administrator an invoice for the annual amount to be paid under this Agreement within fifteen (15) days of the Effective Date. In addition to the penalties set forth in Section 2.7, UTA shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the Effective Date.
- 2.7.2. Monthly Passes.** UTA shall issue Administrator an invoice at the end of each month for all Passes activated during the month or a minimum of ten (10) Passes, whichever is greater. Payment is due by the 15<sup>th</sup> day of the month following the month in which the passes were activated. In addition to the penalties set forth in Section 2.7, UTA shall suspend Administrator’s ability to activate Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.
- 2.7.3. Daily Passes.** UTA shall issue Administrator an invoice for actual daily Pass usage each month within five days after the month ends. Administrator shall pay UTA the amount of \$500.00 or the value of the actual daily Pass use, whichever is greater, within thirty (30) days of the date of the invoice. In addition to the penalties set forth in Section 2.7, UTA shall suspend Administrator’s ability to activate Passes and shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.
- 2.8. PURCHASES OF ADDITIONAL PASSES.** Administrator may purchase additional Passes by making a request through <https://ecopass.rideuta.com>. UTA shall charge

Administrator a prorated price for additional annual Passes based on the number of months remaining under this Agreement and will issue an invoice for the purchase of the additional Passes.

- 2.9. **ISSUING REPLACEMENT PASSES.** Administrator is responsible for replacing Passes that are lost, stolen, defective, or otherwise require replacement. Administrator must process all Pass replacements on UTA's partner website [www.tap2rideuta.com](http://www.tap2rideuta.com).
- 2.10. **COST OF REPLACEMENT PASSES TO ADMINISTRATOR.** UTA will not charge Administrator for electronic Passes so long as the number of Passes requested does not exceed more than 50% of the number of passes indicated on Exhibit "A." In the event Administrator exceeds the number of passes, Administrator agrees to pay \$3.00 for each additional Pass provided by UTA.
- 2.11. **COST OF REPLACEMENT PASSES TO AUTHORIZED USERS.** Administrator may charge an Authorized User for a replacement Pass in an amount less than or equal to the amount paid by Administrator to UTA for the replacement Pass. However, at its discretion, Administrator may charge an Authorized User a fee for the administrative costs associated with reissuing a Pass.
- 2.12. **RESTRICTIONS ON CHARGES TO AUTHORIZED USERS.** Administrator may collect all, or part of, its' cost for each Pass from the Authorized User as long as the amount collected does not exceed the cost per Pass charged to Administrator under this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing the number of Passes sold, and the amounts paid by Authorized Users for Passes.
- 2.13. **SECURITY TERMS.** Administrator agrees to be responsible for all Passes delivered to Administrator by UTA and to treat unissued Passes with the same care and safeguards as it treats cash. Administrator shall notify UTA of any theft of unissued Passes within three (3) business days of the theft. Administrator agrees to pay any fares associated with the use of the unissued, stolen Passes if it fails to notify UTA within three (3) business days of the theft.
- 2.14. **DEACTIVATING PASSES.** Administrator shall deactivate a Pass within three business days if a person issued a Pass is no longer an Authorized User or if a Pass is lost or stolen.
- 2.15. **CONFISCATION OF PASSES.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.
- 2.16. **GUARANTEED RIDE HOME.** To accommodate a Bona Fide Emergency affecting one of Administrator's Authorized Users, UTA agrees that during the Term of this Agreement it will provide a guaranteed ride home for Administrator's Authorized Users who cannot



take their customary scheduled transit trip or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to Administrator's Authorized Users from Administrator's business locations to the Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following three alternative ways: (1) a ride in a UTA vehicle driven by a UTA employee; (2) UTA On-Demand micro transit, or (3) a ride in a taxicab or uber/lyft. An Administrator's Authorized User shall be entitled up to six (6) guaranteed rides home in any calendar year.

2.16.1 For purposes of this Agreement, the term "Bona Fide Emergency" means: (a) an unavoidable and unplanned change in the Authorized User's work schedule which causes the Authorized User to miss the Authorized User's usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (b) the illness or injury of the Authorized User or the Authorized User's Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and where another regularly scheduled transit trips will not permit the Authorized User to reasonably meet such needs. Administrator shall provide a statement signed Administrators pass Program Manager attesting to the bona fide nature of the emergency based on the criteria described above within 5 business days after the ride is provided. If such a signed statement is not received within the required period, UTA shall bill Administrator for the cost of the additional transportation provided and Administrator shall reimburse UTA for such service.

2.16.2 For purposes of this Agreement, the term "Immediate Family Member" means a spouse, child, step-child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User

**2.17 TERMINATION.** This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least thirty (30) days prior to the termination date. No refunds will be issued for Daily, Monthly, or Annual Passes.

**2.18 RETURN OF UNUSED PASSES.** In the event this Agreement is terminated, and Administrator does not enter into a subsequent agreement with UTA in which it continues to be responsible for issuing Passes, Administrator shall return all unused Passes to UTA within fifteen (15) days of the termination of this Agreement.

**2.19 RECORD KEEPING.** Administrator is required to maintain the following records for its employees: the Pass number of each issued Pass, including replacement Passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. UTA maintains the right, upon reasonable notice, to always inspect Pass issuance records during regular

business hours during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement.

## MISCELLANEOUS

- 3.1 THIRD PARTY INTERESTS.** Except as for the rights provided to Authorized Users, no person not a party to this Agreement shall have any rights or entitlements of any nature under it.
- 3.2 ENTIRE AGREEMENT.** This Agreement and the Exhibits attached hereto contain the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
- 3.3 COSTS AND ATTORNEY'S FEES.** If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.
- 3.4 NOTICES.** All legal notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown below or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement. Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the 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.

If to Administrator:

Sponsor: \_\_\_\_\_  
 ATTN: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Email: \_\_\_\_\_

If to UTA:

Utah Transit Authority  
 ATTN: Kensey Kunkel  
 669 West 200 South  
 Salt Lake City, Utah 84101

- 3.5 INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties are duly authorized by his or her respective party to execute this Agreement.
- 3.6 NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual

from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332 and the Utah Antidiscrimination Act (UCA 34A-5-101).

- 3.7 DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non- defaulting party under this Agreement may terminate this Agreement. If Administrator fails to pay UTA, nothing herein shall prevent UTA from recovering the amount of the Purchase Price, including court costs and reasonable attorney's fees after the Agreement has been terminated.
- 3.8 SUCCESSORS AND ASSIGNS.** This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.
- 3.9 AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
- 3.10 INDEMINIFICATION.** Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
- 3.11 GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
- 3.12 WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

ADMINISTRATOR:

\_\_\_\_\_  
Date  
By:  
Title:

\_\_\_\_\_  
Date  
By:  
Title:

\_\_\_\_\_  
Date  
By:  
Title:

Approved as to Form:

DocuSigned by:  
  
70E33A415BA44F6...  
MIKE BELL

Utah Assistant Attorney General  
Assistant Attorney General

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**EXHIBIT A**  
Pass Program Account Setup

**Section 1: Partner Information**

Administrator: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, \_\_\_\_\_

Zip: \_\_\_\_\_

**Section 2: Contact Information**

Contact  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Section 3: Designated Transit Coordinator** *(For additional Coordinators' please submit names and email addresses to [efcooperations@rideuta.com](mailto:efcooperations@rideuta.com))*

Contact  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Section 4: Billing Information**

Accounts  
Payable  
Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Method (Check One)		Email or Mailing Address
Email <input type="checkbox"/>	Mail <input type="checkbox"/>	

Payment Type (Check One)
ACH <input type="checkbox"/>
Wire <input type="checkbox"/>
Check <input type="checkbox"/>

\*ACH/WIRE Instructions are available upon request

Section 5: Programs and Pricing

Fill out the following information and select a pass program

_____	_____	_____
Number of Passes	Preferred Start Month	Total Contract Value

☐ **Annual Preferred (\$275)**

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must have a minimum of 100 employees and all employees must receive a pass to use. Employer will be billed for whichever quantity (100 minimum or 100% of employees) is greater.

Monthly Equivalent		Months in Contract		Prorated Amount		Number of Passes		Total Contract Value
\$22.92	X	_____	=	_____	X	_____	=	_____

☐ **Annual Select (\$499)**

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must purchase a minimum of 30 passes

Monthly Equivalent		Months in Contract		Prorated Amount		Number of Passes		Total Contract Value
\$41.58	X	_____	=	_____	X	_____	=	_____

☐ **Monthly (\$59)**

Description: Monthly payment required from employer to UTA, invoiced at the end of each month, employer must purchase a minimum of 10 passes each month

Monthly Equivalent		Months in Contract		Prorated Amount		Number of Passes		Total Contract Value
\$59	X	_____	=	_____	X	_____	=	_____

☐ **Daily (\$6.40)**

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on actual monthly use, or \$500, whichever is greater.

Monthly Equivalent*		Months in Contract		Prorated Amount		Number of Passes		Total Contract Value
\$128.00	X	_____	=	_____	X	_____	=	_____

\*based on 20 days of use at \$6.40 each day

## Exhibit B

### Complimentary Fare Addendum

In an effort to reduce emissions during the typically poor air quality season, UTA may declare free fare for specific dates. The Administrator may participate in this air quality initiative by contributing the funds normally paid to UTA for ECO Passes in order to defray UTA operating costs. . The complimentary fare period shall not exceed 31 consecutive days and may only be declared one time during a calendar year unless otherwise agreed between UTA and the Administrator. UTA will inform the administrator in writing 14 days prior to declaring a complimentary fare period.

*Please indicate below if Administrator will be participating in the complimentary fare initiative and the amount of the contribution.*

#### A. OPT-IN/OUT

- ☐ **YES, Administrator will participate in the Complimentary Fare Initiative**  
*(Please complete Section B, below)*
- ☐ **NO, Administrator will not participate in the Complimentary Fare Initiative**

#### B. CONTRIBUTION AMOUNT *(only to be completed if answer*

- ☐ **Administrator will contribute 1-month of total contract value:**
- Annual Preferred and Annual Select: Total contract amount in Exhibit A divided by 12 months is 1-month contract value
  - Monthly and Daily: 1-month contract value will be set at the prior month's invoice amount  
*(For example, complimentary period is the month of April, so administrator will contribute an amount equal to March's Daily or Monthly Invoice)*
- ☐ **Administrator will contribute a different amount:** \_\_\_\_\_

## **Exhibit C**

### **Pass Program Guidelines and Rules**

#### **TRANSIT COORDINATOR**

Administrator must designate a Transit Coordinator (“TC”) that will oversee the pass program administration. The TC will be trained by UTA staff on how to use the UTA Partner Web Site where card management functions are to be performed. TC’s are responsible for training staff how to issue, activate, deactivate, and replace cards. Administrator is responsible for designating additional transit coordinators and deactivating inactive transit coordinators.

#### **PROCUREMENT OF PASSES**

To request cards, send an email to [passprograms@rideuta.com](mailto:passprograms@rideuta.com) and indicate the quantity of cards and the date needed by.

Administrator can elect to provide their own cards if the intent is to integrate electronic contactless technology into a picture identification card or building access badge. Administrator should work closely with UTA to ensure that the cards are compliant with the UTA card data format specification. For a copy of the format specification contact your account representative.

#### **ISSUANCE OF PASSES**

Administrator is responsible for issuing cards and is responsible to complete the following upon issuance:

- Confirm the recipient qualifies under this agreement
- Print the recipient’s name on the card in permanent ink, unless card is owned by Administrator with no signature strip
- Ensure recipient understands the cardholder rules at [http://www.rideuta.com/uploads/EFCCardholderRules\\_2013.pdf](http://www.rideuta.com/uploads/EFCCardholderRules_2013.pdf)
- Record the recipient name and the card number issued to them (see record keeping below)

#### **RECORD KEEPING**

Administrator is required to maintain the following card issuance records:

- The card number of each issued card, including replacement cards, and the corresponding person issued such pass
- The card number of each unissued card

#### **REQUESTS FOR ELECTRONIC TAP DATA**

According to Utah Code 17B-2a-815(3)(a), UTA can only provide limited tap data to administrators. To access reports currently available go to UTA’s partner website at [www.tap2rideuta.com](http://www.tap2rideuta.com) and click on reports. If you need data not provided on the partner website email [passprograms@rideuta.com](mailto:passprograms@rideuta.com) with your request and someone will contact you.

#### **COST OF PASSES**

UTA will provide electronic cards to pass program participants at no charge. If Administrator and UTA determine a card cost is necessary it will not exceed \$3.00 per card which may be passed onto the cardholder.



## **RETURN OF UNUSED CARDS**

Unused cards should be returned, and UTA may demand the return of, if this agreement is terminated.

## **CUSTOMER SERVICE**

TC's are supported by UTA's Product Development and Sales team and are assigned specific account representatives to assist as needed. TC's are expected to be the primary contact for cardholders.

If a cardholder experiences card related issues and contacts UTA's customer service team, they will be directed back to the TC for assistance. UTA's customer service team can assist and help cardholders with issues such as basic trouble shooting and answering questions about riding UTA service.

## **CARD REPLACEMENTS**

Electronic cards are meant to be retained by the cardholder and reused.

Administrator is responsible for replacing cards that are lost, stolen, defective, or otherwise require replacement. All card replacements must be done using the 'replace card' functionality on UTA's partner website at [www.tap2rideuta.com](http://www.tap2rideuta.com). For more information on how to replace a card refer to the UTA Partner Web Site User Guide provided during training.

## **TAPPING**

Administrator is responsible for ensuring that cardholders are made aware of UTA's requirement to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in deactivation of the fare card, or a citation or fine to the cardholder pursuant to UTA Ordinances.

## **CARD CARE**

It is important to protect the cards from damage. The card will not work if sensitive wires inside are broken. Do not punch holes, bend, keep in excessive heat or do anything to the card that could damage it. For the card to be read properly on electronic card readers do not have your card against other plastic cards, metal objects or electronic devices. Otherwise, it will interfere with the card signal causing the card not to be read or to be read improperly.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/9/2022

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Patti Garver, Manager of Environmental & Grant Services

**TITLE:**

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**Contract: TechLink Corridor Study (Horrocks Engineers, Inc.)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve award and authorize the Executive Director to execute the contract and associated disbursements with Horrocks Engineers, Inc. in the amount of \$1,399,918 to complete the planning and environmental linkage document and conceptual design for the TechLink Corridor Study through November 2025 with an option for two, one-year extensions.

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**BACKGROUND:**

The Utah Transit Authority, Salt Lake City, Redevelopment Agency of Salt Lake City, and the University of Utah have formed the TechLink Partnership to explore new transit connections in Downtown Salt Lake City, including a link between the University's existing Research Park campus with the future Innovation District on the west side of the central business district. UTA was awarded RAISE Grant funding through the U.S. Department of Transportation for this program in 2021 and the Techlink Partnership entered into a funding agreement to provide matching funds for the grant. The funding agreement was approved by the Board of Trustees on May 25, 2022.

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**DISCUSSION:**

The contract number for the TechLink Corridor Study is 22-03579BM. The contract is for the consultant, Horrocks Engineers, Inc., to complete a transit corridor planning and environmental study to evaluate potential alignments for transit connections in Salt Lake City, including the University of Utah Research Park Extension and rail extensions and realignments in downtown Salt Lake City including the Granary District. The

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study will identify a preferred transit corridor that will improve transit access to growing neighborhoods on the west and east sides of Salt Lake City, but will also improve regional connectivity and accessibility via the TRAX system. The linkage study will use the information, analysis, and products developed during planning to inform the environmental review process.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Horrocks Engineers, Inc.
<b>Contract Number:</b>	22-03579BM
<b>Base Contract Effective Dates:</b>	October 2022 - November 2025
<b>Extended Contract Dates:</b>	Option Years through November 2027
<b>Existing Contract Value:</b>	\$0
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$1,399,918
<b>Procurement Method:</b>	Qualifications-based selection process.
<b>Budget Authority:</b>	5-year Capital Budget

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**ALTERNATIVES:**

If this contract is not approved, implementation of improved transit service in downtown Salt Lake City would be delayed.

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**FISCAL IMPACT:**

This project is funded primarily through USDOT RAISE Grant funds (\$950,000), with matching funds from the Techlink Partnership partners (UTA - \$200,000, Salt Lake City Corporation - \$25,000, Redevelopment Agency of Salt Lake City - \$25,000, University of Utah/University of Utah Research Foundation - \$200,000) .

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**ATTACHMENTS:**

- 1) Contract

## PROFESSIONAL SERVICES AGREEMENT

### UTA CONTRACT #22-03579BM

#### TechLink Corridor Planning and Environmental Linkages Study

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 HORROCKS ENGINEERS, INC., a Salt Lake City, Utah, Corporation (“Consultant”).

### RECITALS

WHEREAS, UTA desires to hire professional services to complete a transit corridor planning and environmental study to evaluate potential alignments for transit connections in Salt Lake City, including the University of Utah Research Park Extension and rail extensions and realignments in downtown Salt Lake City including the Granary District. The study will identify a preferred transit corridor that will improve transit access to growing neighborhoods on the west and east sides of Salt Lake City, but also improve regional connectivity and accessibility via the TRAX system.

WHEREAS, On June 13, 2022, UTA issued Request for Proposal Package Number 22-03579BM (“RFQu”) encouraging interested parties to submit proposals to perform the services described in the RFQu.

WHEREAS, Upon evaluation of the proposals submitted in response to the RFQu, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.

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

### AGREEMENT

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

#### 1. SERVICES TO BE PROVIDED

- a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A) . Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.
- b. Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

- c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.
- 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 .

#### 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 3- year period expiring November 30, 2025. UTA may, at its sole election and in its sole discretion, extend the initial term for up to Two additional one-year option periods, for a total Contract period not to exceed Five years. Extension options may be exercised by UTA upon providing Consultant 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 Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

#### 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:
  1. The terms and conditions of this Professional Services Supply Agreement (including any exhibits and attachments hereto).
  2. UTA's RFQU including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services;
  3. 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 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](mailto: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, including:
    - B. Task Number
    - C. Activity Description



- D. Budget
- E. Previously Invoiced
- F. Current Invoice
- G. Total Invoiced
- H. Remaining Budget
- I. Percent Spent

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.

#### 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.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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;
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.

- 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 Indemnatee, 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 and Contractor is free to purchase additional insurance as may be determined necessary.

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

### 1. Commercial General Liability – Occurrence Form

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

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

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

b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site

### 2. Automobile Liability

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

- |                             |             |
|-----------------------------|-------------|
| Combined Single Limit (CSL) | \$2,000,000 |
|-----------------------------|-------------|

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

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



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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

5. Railroad Protective Liability Insurance (RRPLI) –

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 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 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:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor’s insurance shall be primary with

respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.  
All certificates and any required endorsements are to be sent to [utahta@ebix.com](mailto:utahta@ebix.com) and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.  
All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at [insurancecerts@rideuta.com](mailto: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 subcontractors 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 of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

## 21. **INDEPENDENT CONTRACTOR**

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

## 22. **PROHIBITED INTEREST**

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

## 23. **CLAIMS/DISPUTE RESOLUTION**



- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Director of Supply Chain/Consultant's Local Business Lead	Five calendar days
UTA's Chief Financial Officer]/Consultant's District Transportation Lead	Five calendar days

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

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

## 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 :

HORROCKS Engineers, Inc. Attn: Claire Woodman

1265 East Fort Union Blvd. Suite 200, Cottonwood Heights, UT, 84047

- 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 COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTORS 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 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-818.5) for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

30. **COSTS AND ATTORNEYS FEES**

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

31. **NO THIRD PARTY BENEFICIARY**

The parties enter 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 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:**

**HORROCKS ENGINEERS, INC.**

By \_\_\_\_\_  
Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_


By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Content and Form by

 \_\_\_\_\_

Mike Bell, AAG State of Utah  
and UTA Legal Counsel

Reviewed & Recommended by

\_\_\_\_\_  
Patti Garver, UTA Manager of Environmental and Grant Services

By  \_\_\_\_\_  
Name Shane Marshall

Title Utah Area Manager

Date October 10, 2022

By  \_\_\_\_\_

Name Claire Woodman

Title Senior Project Manager

Date October 10, 2022

Fed ID# 87-0296502

10/11/2022

Date: \_\_\_\_\_

Tim Merrill, for  
Counsel for UTA

Date: \_\_\_\_\_

## Exhibit A

### Scope of Work and General Contract Assumptions

#### Scope of Work

The Engineer will, as coordinated and directed by UTA, work cooperatively with the UTA, the various city building departments, RMP and the contractor to accomplish the final design, permitting, and construction of the Project. The Engineer shall provide the necessary professional engineers, CADD operators, surveyors, and other staff as needed, in addition to the professional and technical skills, materials, supplies, and other services required for the successful completion of the Scope of Work listed below.

### Executive Summary

This Scope of Work describes the work tasks associated with the TechLink Corridor Planning and Environmental Linkages (PEL) Study (hereafter referred to as the “PEL Study”) in Salt Lake City, Utah. The Utah Transit Authority (UTA), Salt Lake City, the Salt Lake City Redevelopment Agency (RDA), and the University of Utah have formed the **TechLink Partnership** to explore new transit connections in Salt Lake City, including a link between the University of Utah Research Park (UURP), the University of Utah main campus, the Salt Lake Central Intermodal Hub, and the emerging Innovation District on the west side of the Salt Lake City central business district. The PEL Study will lead to the identification of a transit corridor investment that will not only provide improved transit access for growing neighborhoods on the east and west sides of Salt Lake City, but also improve regional connectivity via UTA’s transit system and provide access to employment for low income and minority residents. The PEL Study will also consider environmental concerns and opportunities in the corridor and will be completed in accordance with Federal Planning and Environmental Linkage processes to ensure that this study will support an expedited environmental clearance process in the future (see Appendix A of 23 CFR 450 for additional information). It is assumed that the study will take roughly 18 months to complete, see detailed schedule exhibit for additional information on anticipated duration of tasks and activities described within this scope of work. The PEL Study is funded in part by a USDOT RAISE grant and will need to meet analytic requirements set forth by that grant program.

### Task 1: Project Management

The Consultant will lead project management tasks to ensure that the PEL Study is completed on schedule and within scope and budget. The Consultant will be responsible for organizing and facilitating project meetings, providing meeting documentation, managing consultant team members, and providing regular progress reports. The Consultant and the TechLink Partnership will be referred to herein as the “Project Management Team.” Task 1 will include the following actions:

- **Ongoing project management activities:** including preparation and maintenance of schedule, monthly invoicing, and management of subconsultants.
- **Development of a Project Management Plan (PMP):** the Consultant will produce a PMP that details Consultant, Client, and TechLink Partnership roles and responsibilities, pertinent project information (scope, schedule, budget), communication protocols and methods, quality management plan and procedures (including QA/QC process), and change management processes.
- **Identify project partners and stakeholders:** the Project Management Team will collaborate to identify additional project partners as needed, as well as stakeholders to engage throughout the course of the project.



- **Conduct In-Depth Interviews (IDIs):** IDIs will be conducted at project onset and at key milestones to help obtain consensus at decision making points. IDIs will be small individual meetings held with each individual partner.
- **Establish a Steering Committee:** The Project Management Team will engage a Steering Committee to provide high-level direction and guidance; members of the Steering Committee will be determined by the TechLink Partnership but are likely to include Wasatch Front Regional Council (WFRC), the Utah Department of Transportation (UDOT), and additional representatives as needed from UTA, Salt Lake City, and the University of Utah in addition to the Project Management Team.
- **Establish a Technical Advisory Committee (TAC):** The Project Management Team will engage a TAC to provide technical guidance and review; members of the TAC will be determined by the TechLink Partnership but are likely to include Wasatch Front Regional Council (WFRC), the Utah Department of Transportation (UDOT), and additional representatives as needed from UTA, Salt Lake City, and the University of Utah in addition to the Project Management Team.
- **Develop Project Charter:** The Project Management Team will collaborate to develop a Project Charter, which will identify measurements of success, schedule of deliverables, and other topics as necessary that reflect the project management approach for the study. It will also describe the TechLink Partnership commitment to equity and sustainability.
- **Equity and Sustainability Check-ins:** These will be internal meetings with the Consultant Equity Lead and each Task Lead around key milestones to ensure the commitment to equity and sustainability is being met. This process will be documented as part of the final PEL report.
- **Coordination with the Federal Transit Administration (FTA):** These activities will be conducted in partnership with UTA, to keep FTA updated on the progress of the project, including purpose and need, review of alternatives, ridership forecasts, and when appropriate, direction on the class of action to advance the National Environmental Policy Act (NEPA) process.
- **Meetings:** The Consultant will lead the organization and facilitation of project meetings, including:
  - Project Kickoff
  - Project Management Team meetings
  - Technical Advisory Committee meetings
  - Steering Committee meetings
  - Policy Committee, if needed (representing agency elected or executive staff) meetings
  - FTA Coordination meetings

#### Assumptions:

- Project Kickoff will be a two-hour in-person meeting with the Project Management Team and include Consultant team leads
- Project Management Team meetings will be held biweekly and include up to three members of the Consultant Team. Meetings will be held virtually.
- IDIs will be held with UTA (if needed), SLC, and University of Utah/UURP. Meetings will be one-hour each with two members of the Consultant Team. The IDI at project onset will be held in person, with the remaining IDIs conducted virtually. IDIs anticipate at four times: kickoff,

Purpose & Need/Screening Criteria, Range of Alternatives, and Level 2 Screening/Select a Preferred Alternative.

- Steering Committee, TAC, Policy and FTA meeting frequency and Consultant team staffing around each key milestone is shown below. Steering Committee, TAC, and Policy meetings will be held in-person. FTA meetings will be held virtually.

Milestone/ Workshop	Steering Committee (up to four members of Consultant team)	TAC (up to four members of Consultant team)	Policy Committee (up to two members of Consultant team)	FTA Coordination Meetings (up to two members of Consultant team)
Kickoff, Project Charter; Goals, Purpose & Need, Screening Criteria	Combined Steering Committee/TAC Meeting		X	X
Range of Alternatives	Combined Steering Committee/TAC Meeting			X
Level 1 Screening	X	X		
Level 2 Screening and Select Preferred Alternative	X	X	X	X
Action Plan and Next Steps	Combined Steering Committee/TAC Meeting			X

#### Deliverables:

- Monthly progress letters with invoices
- Project Management Plan
- Rosters of Teams and Committees formed
- Meeting materials, agenda, and notes for meetings listed above
- Project Charter

## Task 2: Establish Goals and Objectives, Define Purpose and Need

The work items in Task 2 are critical to establish the direction of the project, clarify the goals that a transit project in the TechLink corridor should achieve, and create a clear statement of Purpose and Need to serve this PEL study process to identify and evaluate alternatives. As part of Task 2, the Project Management Team will verify the study area and sphere of influence, recognizing that the transit alignments under study in downtown Salt Lake City, the University of Utah, and in Research Park have a wider impact when considering their potential integration with the Blue, Red, and Green TRAX lines and their connection to services such as FrontRunner commuter rail.

The Consultant will lead development of goals and objectives language, using preliminary goals language from the *Downtown Salt Lake City Rail Extensions & Connections Feasibility Study* (April 2021) as a starting point. Goals and objectives will also reflect priorities of the University of Utah (such as the *Presidents' Climate Leadership Commitments*). Climate and equity concerns are of utmost importance to the study partners; the Consultant will review local, regional, state, and national climate and equity initiatives to identify potential goals, objectives, and metrics that would be appropriate for consideration as part of the PEL Study. Geographic data will be considered when drafting the Purpose and Need for the proposed action. The Consultant will outline the screening methodology and evaluation criteria for alignments to be considered. In addition, FTA evaluation criteria for Capital Investment Grant applications will be considered when drafting goals and objectives language.

Draft goals and objectives language, a Purpose and Need statement, and screening and evaluation criteria will be reviewed by the TechLink Partnership, stakeholders, and the public, incorporating feedback and revising as appropriate.



**Assumptions:**

- None

**Deliverables:**

- Goals and Objectives, Purpose and Need, and Screening Criteria Memo

## Task 3: Data Collection

### General

The Consultant will gather and review various datasets and/or conduct observations to support analytic efforts in this scope of work. This will include datasets to support Level 1 and Level 2 screening as described in Task 7 of this scope of work; data collection and analysis required to meet RAISE grant obligations; and data that may be used in future FTA funding applications. These may include but not be limited to:

- UTA 2019 on-board survey results
- Ridership trends within the study area
  - Ridership counts by station and line are available from UTA through 2019
- Average daily traffic counts (PM peak) at up to ten locations (locations TBD)
- Presence/location and potential demand for legally binding affordable housing based on information from all appropriate sources
- Presence/location of jobs/essential jobs, social services, healthcare, education/training based on available GIS or other online data
- Census demographic and socioeconomic data
- Environmental GIS data (including floodplains, wetlands, hazardous waste, historic districts, underground storage tanks, and other layers as appropriate) as available from UGRC or other readily available sources
- Identification of known historic resources and other Section 4(f) sites
- Base GIS data from the Utah Geospatial Resource Center (UGRC), UTA, UDOT, Salt Lake City, and WFRC as needed
- Streetlight data on origin/destination pairs for active transportation modes
- Bicycle/pedestrian potential demand and bicycle network quality databases from WFRC
- Equity Focus Areas from WFRC
- Existing right-of-way width
- Numetrics crash data from UDOT for a three-year time frame, in addition to crash and crime data from Salt Lake City
- Qualitative review of corridor and station-area development patterns and characteristics
- Other readily available datasets as applicable depending on the goals, objectives, purpose, and need for the TechLink Corridor

### Granary District Survey

Historically, the Granary District has tended to consist of primarily industrial land use; however, it is being redeveloped with apartments being constructed and breweries and other storefronts springing up. Transit access in the area is currently limited and this means that the 2019 Origin-Destination Study will likely not have many trips in the area represented in the dataset. Therefore, the Consultant will conduct a survey of residents and businesses in the area to better inform the STOPS model and other planning efforts.

The survey will seek to understand the trip making behavior of those living in the Granary District or traveling to it for leisure (e.g., brewery, restaurant, theater) or shopping purposes. The Consultant will collect origin-destination information for a trip into the area, including trip start/end location, trip purpose, mode(s) used, additional mode detail for transit trips (e.g., access/egress), and demographics.

The Consultant will survey customers using a web-based survey on tablets at the locations and also distribute postcards with a URL to the survey to customers who wish to take the survey at another time or to locations where foot traffic is relatively slow. In addition to surveying customers of local businesses, postcard invitations will be mailed to residents of apartment buildings in the Granary District.

The survey effort will be coordinated with the public outreach effort in other phases of the project. Specifically, this effort will coordinate with Task 5 and specific Granary District neighborhood organizations to gain cooperation from local businesses to survey their customers. For that, the survey can be made available for public meetings or other outreach opportunities to obtain information about how people travel to the area and their needs.

Once data collection is complete, the Consultant will analyze the survey data and create charts and tables showing the key findings. The methodologies and key findings will be documented in a technical memorandum.

#### Assumptions:

- Data is readily available from either online databases or from project partners. No fieldwork will be performed, with the following exceptions:
  - Consultant team will conduct traffic counts at up to 10 locations
  - Travel information and demographics for Granary will be obtained from Survey effort described above

#### Deliverables:

- Data Collection List
- Granary District Travel Survey Memo

## Task 4: Analysis of Existing and Future Conditions

The Consultant will lead the analysis of existing and future conditions to support the development of Purpose and Need, and the Level 1 and Level 2 screening processes described in Task 7. This could include but not be limited to the topics outlined below, as needed to help define project purpose and need; screen alternatives; meet RAISE grant requirements; and position UTA for future federal funding applications.

#### Planning Context

Multiple planning documents provide context for the study area. The Consultant will be familiar with key information and conclusions from local plans, which may include the following:

- UTA Future of Light Rail Study Findings
- Downtown Salt Lake City Rail Extensions & Connections Feasibility Study
- Ballpark and Central Station area plans
- Salt Lake City neighborhood community plans
- Salt Lake City zoning ordinance
- Salt Lake City Downtown Plan

- Salt Lake City Transit Master Plan and Local Link Transit Study
- Salt Lake City Pedestrian & Bicycle Master Plan
- Salt Lake City Street and Intersection Typology Design Guide
- Salt Lake City Climate Positive 2040
- University of Utah Research Park Strategic Plan
- University of Utah Campus Mobility Hub Study
- University of Utah Climate Action Plan
- University of Utah and Salt Lake City RDA Station Center Feasibility Study
- University of Utah Bicycle Master Plan
- The Wasatch Choice Regional Vision
- The Wasatch Front Regional Council Regional Transportation Plan
- Upcoming or ongoing studies such as the Salt Lake City Transportation Master Plan, the Granary District Area Plan, and Phase 2 of the Future of Light Rail Study
- Other transit-supportive plans and policies as provided by the project partners

### Current and Future Transportation Conditions

The Consultant will lead the evaluation of current and future transportation conditions for the purposes outlined previously. This analysis could include:

- Bus, TRAX, commuter rail, and campus shuttle service and existing ridership levels
- Active transportation and first/last mile connections, including micromobility options
- Access for people with disabilities
- Freight circulation and major freight trip generators, as well as regional freight connectivity
- Parking supply and utilization and pricing within the study area
- Number, rate, locations and consequences of collisions, especially those involving serious injuries or fatalities, highlighting collisions for bicyclists and pedestrians
- Incidence of transportation safety hazards associated with inexperienced or senior drivers, distracted drivers, or people driving under the influence
- The condition of existing transportation infrastructure
- Projected ridership and traffic conditions from the WFRC travel demand model
- Proposed transportation improvements in the study area from documents referenced above
- Current and projected origin/destination patterns

Understanding the travel needs of underserved people is of critical importance. The Consultant will collaborate with the TechLink Partnership to identify travel demand to and from Equity Focus Areas as defined and identified by WFRC within the study area and sphere of influence using the methods outlined above and will prepare and distribute supplemental surveys as necessary to underserved populations to gather additional feedback on travel needs.

### Environmental Justice and Equity Review

The Consultant will review readily available information within the study area to set a framework for environmental justice and equity considerations. The intent of this review is to build on environmental justice and Title VI requirements and include considerations beyond minority and low-income populations. This review would potentially include findings with regards to:

- Unhoused populations, disabled populations, limited English proficiency populations, zero-car households, cost-burdened households, and other populations
- Additional demographic data from the Granary Survey

- Displacement, gentrification risks, and affordable housing specific to this study area and potential future transit investment
- Disadvantaged communities and transit access
- Nexus of equity and climate change, including review of disproportionate effects experienced by disadvantaged communities, and specific areas of concern for this project (e.g., urban heat island effect, air quality and public health, etc.)

### High-level Environmental Screening

The Consultant will conduct a high-level environmental screening to identify potential effects on environmental resources within the study area for each resource listed below. This analysis will provide a basis of comparison for various environmental parameters for the alternatives under consideration and will be integrated into the screening processes outlined in Task 7. This data will be collected using available online resources only; no detailed field delineations, surveys, or reviews are needed for this study. Resource areas assumed to be included in the screening level are:

- Floodways and 100-year floodplain boundaries
- Possible locations of wetlands, if applicable
- Known potential hazardous materials sites (a Phase I report is not needed)
- Community or public wells
- Rivers and lakes
- State and national forests
- Wildlife reserves
- Threatened and endangered species and habitat
- Section 4(f) and 6(f) properties
- Public parks, trails, and recreation facilities
- Prime agricultural land
- Previously documented historic architecture and archaeological resources
- Viewsheds
- Noise and vibration sensitive receivers
- Air quality conformity status
- Neighborhoods and businesses
- Environmental Justice

The Consultant will coordinate with the UTA Project Manager and the UTA Environmental Program Manager to identify the appropriate geographies for assessing these environmental resources, to adhere to FTA and NEPA requirements for buffer areas based on mode. The high-level environmental screening will include mapping of all affected environmental resources listed above, identify environmental resources that will require further analysis in a NEPA document, and identify features that may require a context-sensitive approach in a memo format with supporting exhibits. The high-level environmental screening will be made available to resource agencies and the public as an Early Agency Scoping Memo.

The Consultant will develop an Existing and Future Conditions Memo documenting the key findings from the planning context, transportation conditions, environmental justice and equity review, and environmental screening review.

### Assumptions:

- A field visit for a high-level visual confirmation of online data may be required and will be coordinated with UTA if needed

### Deliverables:

- Existing and Future Conditions Memo (includes Environmental Justice and Equity Review)

- Early Agency Scoping Memo

## Task 5: Public Outreach and Stakeholder Engagement

A major goal of the TechLink Corridor Planning and Environmental Linkage Study will be to establish consensus among key stakeholders on the preferred alternative. To this end, the Consultant will lead public outreach and stakeholder engagement with support from members of the TechLink Partnership; project partners have strong relationships with key stakeholders throughout the study area and will supplement Consultant outreach activities with staff time, student support, and other resources. The Consultant will use community-based organization partners as subcontractors, to support with equitable outreach. The Consultant will develop all materials and host events, with the TechLink Partnership providing reviews and supplemental meeting participants.

### Public Involvement Plan

The Consultant will lead the development of a Public Involvement Plan, which will be compliant with federal requirements for environmental justice, language proficiency, and Title VI, as well as federal standards for a PEL process. The Public Involvement Plan will establish a framework that delivers an equitable planning approach, and will include following principles:

- Identify what has worked best in previous planning initiatives for neighborhoods along the route
- Seek local leaders and participants who can play a hands-on role
- Engage in concentrated periods linked to key decisions
- Use focused, well-publicized, and accessible platforms and techniques for engagement
- Use clear platforms for maintaining continuous engagement
- Integrate the process with ongoing community events
- Make the process fun and hands-on
- Leave people with more expertise than they had at the beginning

The Public Involvement Plan developed by the Consultant will outline the approach for several levels of outreach, along with roles and responsibilities of the TechLink Partners supporting the efforts:

- Engagement with state and federal environmental resource agencies beginning early in the process to share information and gather feedback about potential impacts and required permitting (these are covered under Task 1).
  - UTA Light Rail Business Unit
  - Utah Department of Transportation
- Stakeholder engagement with broad stakeholder groups such as:
  - Community-based organizations
  - Private sector partners
  - Salt Lake City organizations including but not limited to:
    - Community Councils
    - Business Advisory Committee
    - Downtown Development and Transportation Committees
    - GreenBike Board of Directors
    - Bicycle Advisory Committee
    - Transportation Advisory Board
    - Homeless Outreach Team
    - Granary District Alliance
  - University of Utah Student Association
  - University of Utah Research Park Traffic Management Association

- University of Utah Commuter Services
- Salt Lake County
- Major employers
- Local businesses
- Social service providers
- The general public. These efforts will be coordinated with other local agency outreach to ensure efforts and messages are coordinated where feasible.
- Online engagement

## Tactics

The Consultant will engage the following tactics to provide a broad representation of community engagement. These will be fleshed out with more detail in the Public Involvement Plan:

- **Project branding and templates:** The Consultant will develop a logo, branding, and document templates for use throughout the PEL Study to promote the project and differentiate the PEL Study from other efforts that may be occurring in the study area.
- **Media relations and public affairs support:** The Consultant will provide media relations and public affairs support to the TechLink Partnership during times of media activity around community events or press releases.
- **Website and Online Engagement:** The Consultant will develop and host a website for the Study to provide information and ongoing opportunities to collect comments. This tactic will also include development of social media content, production of online geo-targeted ads, QR codes, and interactive surveys.
- **Collateral:** The Consultant will develop collateral (flyers, social media posts, etc.) around key events for distribution by the TechLink partnership and community organizations/leaders.
- **Hotline/Email Management:** The Consultant will establish a hotline and email account for the Study and will monitor and respond to calls and emails.
- **Community Partnership Program:** In close coordination with the TechLink Partnership, the Consultant will establish a Community Partnership Program which will:
  - Identify community partners
  - Develop a compensation program, including contracting procedures and responsibilities for Consultant and TechLink Partnership for contracting/reimbursement
  - Deploy community partners to assist in public engagement.
- **Community Events:** The Consultant will host and/or participate in up to 12 community events throughout the Study.
- **Public Survey:** The Consultant will support the Granary District Survey effort described under Task 3 and may collect additional information as needed.

## Documentation

The Consultant will provide documentation of outreach performed and feedback received. This will include detailed reporting on outreach conducted towards underserved people, such as quantifiable statistics of attendees that participated in outreach events, and demonstration of how feedback from underserved communities was incorporated into the PEL study process. A complete summary of engagement will be documented in a Final Engagement Report.



### Assumptions:

- Social media content to be developed by Consultant and distributed by TechLink Partnership and community partners
- Major milestones for public engagement include four periods: Purpose and Need, Range of Alternatives, Level 1 Screening (Refine Range of Alternatives), and Level 2 Screening (Select Preferred Alternative)

### Deliverables:

- Public Involvement Plan
- Final Engagement Report

## Task 6: Determine a List of Conceptual Alternatives

The Consultant will lead the development of an initial list of concept alternatives based on the project goals, existing conditions, and input from the TechLink Partnership and other stakeholders. The Consultant will use the previous transit studies as a starting point for alternatives. The list of concept alternatives will consider multiple modes as appropriate, noting that various modes and typical sections may be appropriate in different sections of the corridor. The list of conceptual alternatives will also include a No-Build scenario and potential station locations. Potential station locations will be identified based on previous studies or new information collected during development of the conceptual alternatives.

The Consultant will hold an informal workshop with the TechLink Partnership to brainstorm and gather feedback on proposed options prior to the milestone workshop. In addition, the Consultant will hold two Research Park specific workshops to advance planning work in this area and document findings in a memo.

### Assumptions:

- Limited design will be performed under this task, and will largely be focused around general alignment and station locations and high level understanding of transit operational considerations within the existing roadway section.
- It is anticipated that up to 5 concepts will advance from this task into Task 7 (does not include No-Build).

### Deliverables:

- Draft Concepts (figures)
- Research Park Transit Memo

## Task 7: Screening of Alternatives

The Consultant will lead a NEPA-appropriate screening process to narrow the field of alternatives, eliminating alternatives that are infeasible or do not meet the Purpose and Need defined for the project. The screening of alternatives will occur in two phases:

1. Level 1 Screening: Using qualitative criteria to evaluate the up to 5 conceptual alternatives and reduce the range to 2-3 alternatives.
2. Level 2 Screening: Using quantitative criteria to identify one preferred alternative to forward for additional consideration and environmental analysis.

In addition, a No-Action Alternative will be identified and included in the entire evaluation and analysis process. Potential screening metrics to be considered for use in Level 1 or Level 2 screening evaluations are listed below (including several required for FTA evaluation for Capital Investment Grant eligibility), but the specific criteria to be used in the screening of alternatives will depend on the goals and objectives identified in Task 2. Prior to conducting the Level 1 and Level 2 screening evaluations, the Consultant will develop an evaluation framework collaboratively with the TechLink Partnership to establish what screening metrics will be used in both Level 1 and Level 2, identifying the data sources that will be relied upon to conduct the

screening and tying the screening metrics to the goals and metrics for the study. The Consultant will consider metrics related to FTA grant eligibility, and that other metrics will be selected in collaboration with the TechLink Partnership to reflect the goals and objectives of the Corridor and to be consistent with a PEL process. Anticipated metrics may include, but are not limited to, the following:

- Travel time of alternatives for more than one representative linked trip
- Corridor-level analysis of traffic and circulation issues, and consideration of impacts on intersections of critical importance (e.g., 400 South/Main Street, Mario Capecchi, traffic circle on South Campus Drive)
- Effects on freight routes
- Ridership forecasting and related metrics using UTA's STOPS model for opening day and a future forecast year
- Environmental issues such as greenhouse gas emissions; changes to safety conditions because of alternatives; energy use and efficiency; or stormwater impacts
- Environmental resource concerns such as effects on historic properties; potential Section 4(f) impacts; hazardous materials or soils; wetlands; floodplains; or impacts on other environmental resources identified in the environmental screening in Task 4
- Resilience in the event of power interruptions, extreme weather events, transportation system failures, or other disruptions
- Constructability and feasibility issues
- Equity analysis, including the degree of impact on and service to underserved communities; anti-displacement analysis; and adherence to equity guidance provided in Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- Conceptual cost estimates, including capital and operating costs and life cycle costs. Capital cost estimates in SCC codes.
- Cost effectiveness (in the form of cost per trip)
- Economic development opportunities

Task 7 will also involve further consideration of station locations. Station location detail through Level 1 screening is anticipated to be high level (e.g., likely street and block). The list of potential station locations will be modified in the Level 2 analysis to reflect the refined list of alignment options; station location detail in the Level 2 analysis is anticipated to be more detailed than in Level 1 (e.g., location within the block, lane configurations).

All screening activities will be a collaborative process among the members of the Project Management Team, with the Consultant having the primary responsibility for preparing background information and analyses and facilitating the screening process. The Public Involvement Plan identified in Task 5 will outline opportunities for stakeholders and the public to provide meaningful feedback during the screening process. Documentation of the screening process will clearly discuss the reasons for elimination of alternatives and highlight the role that public feedback played in making decisions regarding alternatives. The goal of this study is to gain concurrence from key stakeholders on the selection of the preferred alternative (the list of "key stakeholders" will be determined during project initiation activities).

#### Assumptions:

- Design effort for Level 1 alternatives will be consistent with concept definitions from Task 6
- Design effort for Level 2 alternatives will include additional effort to illustrate the project footprint (alignment and station areas) and resulting street channelization within the existing roadway corridors.
- Traffic analysis will utilize the WFRC/MAG regional model or synchro-level analysis. Microsimulation is not included in this scope.



**Deliverables:**

- Evaluation Framework Memo
- Level 1 Screening Memo
- Level 2 Screening Memo

**Task 8: Refine Preferred Alternative**

Upon application of the Level 1 and Level 2 screening criteria and selection of a preferred alternative, the Consultant will refine the preferred alternative to identify variations to address in the environmental phase, conduct early scoping for environmental documents, and identify features that address climate change impacts. The list of potential station locations will be finalized in this task to reflect the preferred alternative selected; station location detail in this task is anticipated to be detailed (e.g., center-running vs. side-running, which side of the street). The refinement process will include identification of a station template (using UTA standards for station design as well as concepts from other relevant agencies' planning processes), highlight additional station-area land use or zoning changes needed to support equitable transit-oriented development (including how affordable housing units will be preserved and increased within transit walk-sheds), and recommend active transportation and first/last mile infrastructure needed around proposed station areas. Design refinements of the preferred alternative will also occur within this task and include additional detail on transit alignments and street channelization.

The refinement process will also identify operational needs that will be required to support the preferred alternative. The *Future of Light Rail* study will provide supporting information on operational needs, including potential investments in power systems, track, routing, and maintenance facilities; the Consultant may also identify additional operational improvements needed to support the preferred alternative. This task will also develop an Action Plan which will result in recommendations for implementation phasing, including bus-to-rail implementation options, and the sequencing of the Downtown TRAX and University of Utah Research Park segments of the preferred alternative. The Action Plan will also identify equity and sustainability recommendations for future phases; next steps for funding opportunities, including the identification of local funding commitments and potential funding strategies such as Housing and Transit Transportation Reinvestment Zones; challenges to implementation from a procedural, political, or construction perspective; affordable housing recommendations; recommendations for the type of environmental clearance document that will be necessary for the project; and amendments that may be needed to the WFRC Regional Transportation Plan.

The Consultant will lead the development of scoring the preferred alternative using FTA's evaluation criteria for Capital Investment Grants and other measures – including equity and climate measures – identified as part of the PEL study process. As stated in Task 7, the CIG criteria will be among those used to screen the alternatives, and Consultants will follow FTA guidance on scoring procedures and benchmarks for individual criteria. The findings of this effort will be included as part of the Action Plan.

Finally, the Consultant will develop a Scoping Memo for agency and public review and to expedite next steps into NEPA.

**Assumptions:**

- Level of design will be sufficient to support the PEL process
- Design concepts will be provided as roll plots

**Deliverables:**

- Preferred Alternative Design Concept and Cost Estimate in FTA SCC
- Action Plan
- Scoping Memo

**Task 9: Draft and Final Report Preparation**

The Consultant will lead the development of draft and final PEL Report preparation, with narrative content and graphics as needed to clearly document the PEL study process, identify the preferred alternative, and outline next steps forward. The report will be compliant with UTA Title VI policies and federal Section 508

policy regarding electronic and information technology accessibility. All documentation will be developed in a form that can be directly incorporated into future environmental documentation, as outlined in 23 CFR Appendix A to Part 450 – Linking the Transportation Planning and NEPA Processes.

To summarize, the Consultant will complete the PEL study and ensure that it will meet FTA requirements as follows:

- The alternatives meet the Purpose and Need.
- The alternatives include all reasonable modes and alignments, including a no-build alternative.
- Each alternative is defined to optimize its performance.
- The alternatives are designed from the start with environmental considerations in mind.
- Engineering will be advanced as far as appropriate and possible for the PEL study.
- Capital and operating cost estimates are completed for each Level 2 alternative.
- The alternatives are screened per the methodology and criteria developed in the Purpose and Need task.
- The project team works together to identify the preferred alternative.
- The public is engaged in the process and provided opportunities for meaningful input.
- The results of the PEL study will be organized in matrix, text, and graphic form that will allow for clear cross-comparisons based on issues and the evaluation criteria developed in the purpose and need task.

In addition, the Consultant will complete the FHWA PEL questionnaire for documentation of the PEL study for UTA's use in future NEPA documentation. The PEL questionnaire will be reviewed by UTA, but will not be submitted to other partners or FTA for review or approval.

#### Assumptions:

- This task is primarily a documentation task and will compile and present materials developed previously under other tasks.

#### Deliverables:

- PEL Report
- FHWA PEL questionnaire

## **Exhibit B**

### **FEE FOR PROFESSIONAL SERVICES AND PAYMENT SCHEDULE**

The contract will be for a Not to Exceed price amount of \$1,399,918.00. Effort will be invoiced monthly for work and deliverables as noted in the Scope of Work, and approved for payment by UTA's project manager. **This contract not to exceed amount will be maintained through the life of the contract. Any price increases beyond this amount will have to be approved by the project manager and a change order or contract amendment would have to be completed and approved.**

### **DETAILED PRICING WITH DETAILED EFFORT AND HOURS**

(HORROCKS's Fee Proposal Document to be included on the next 9 pages.)

TechLink Corridor and PEL Study 22-03579BM		
Labor Summary		
Task	Hours	Subtotal
1. Project Management	1,092	211,763
2. Establish Goals & Objectives, Define Purpose & Need	210	35,403
3. Data Collection	812	101,316
4. Analysis of Existing and Future Conditions	868	123,372
5. Public Outreach and Stakeholder Engagement	1,949	213,862
6. Determine a List of Conceptual Alternatives	552	115,586
7. Screening of Alternatives	1,709	294,666
8. Refine Preferred Alternative	719	125,147
9. Draft and Final Report Preparation	328	53,031
Total Labor	8,239	\$ 1,274,146
Total Direct Expenses		\$ 41,124
Escalation		\$ 84,648
Total	8,239	\$ 1,399,918

Check hours	Check Subtotal
8,239	1,274,146
Check expenses	
41,124	
Check escalation	
\$ 84,648	
Check total	
1,399,917	

[illegible]

Firm		TechLink Corridor and PEL Study 22-03579BM														Direct Expense(s)	Totals			
Parsons		Employee	Brooks Demaster Title/Role	Steve Metz Dut. Mng.	Steve Metz Integ.	Jared Metz PM	Jared Coker Roadway/ BRT Des.	Marjyn Boelter Cost Est.	Chris James Project Controls	Composite Rate										
Tasks and Subtasks										\$197.60	\$279.03	\$279.03	\$174.05	\$266.69	\$111.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 1 - PROJECT MANAGEMENT</b>			46	6	42	0	0	52	0	0	0	0	0	0	0	0	0	0	0	0
Project Management Activities				8	12			12												
-Project set-up, admin & internal mgmt				10	20			40												
-Assume 20 months, 20 invoices																				
Project Management Team Meetings				12	6															
-Assume BD attend 12 mtgs (monthly)																				
PMP and QMP																				
Project Charter				4	4															
-Review Horrocks prod doc (PMP, QMP, CHS)																				
ID																				
TAC, Steering, Policy Meetings				12	6															
-At Workshop 3.4.5 IP (2hr ea + 2hr mt (BD))																				
FTA Coordination																				
Equity Check-ins																				
<b>Task 2 - ESTABLISH GOALS &amp; OBJECTIVES, DEFINE PL</b>			4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Goals & Objectives																				
Purpose & Need																				
Screening Criteria																				
GSO, P&N, and Screening Criteria Memo				4	2															
-Review Horrocks produced memo																				
<b>Task 3 - DATA COLLECTION</b>			4	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Data Collection																				
-Review input into needed data				4	2		2													
Biogeographic Data Review																				
Travel Needs Survey and Memo																				
<b>Task 4 - ANALYSIS OF EXISTING AND FUTURE CONDT</b>			8	8	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Review Existing/Future Conditions - planning																				
Review Existing/Future Conditions - transportation																				
Review Existing/Future Conditions - EJ and equity																				
Environmental Scan																				
Existing/Future Conditions Memo				4	4		4													
-Review Horrocks produced Memo																				
Early Agency Scoping Memo				4	4		4													
-Review Horrocks produced Memo																				
<b>Task 5 - PUBLIC OUTREACH AND STAKEHOLDER ENG</b>			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Involvement Plan																				
Project Branding																				
Website																				
Community Partnership Program																				
Community Events																				
Public Survey																				
Online Engagement																				
Final Engagement Report																				
<b>Task 6 - DETERMINE CONCEPTUAL ALTERNATIVES</b>			124	118	0	110	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First Visit w/ Alex Hoops				5	5															
Draft Concepts (figure for each)																				
-3 to 5 Concepts at Gratiery				40	40		40													
-3 to 5 Concepts at Research Park				40	40		40													
Research Park Workshops (D2)				8	4		4													
-Alexi Led, Parsons support																				
Research Park Memo				8	8		8													
-Alexi Led, Parsons support																				
Concept Workshop (not formal, BD IP)				4	2		2													
-Refine concepts per workshop input				16	16		16													
<b>Task 7 - SCREENING OF ALTERNATIVES</b>			40	28	0	136	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Evaluation Framework (Alexis "owned" Task)				4	4		4													
-Provide input & review																				
LVL 1 Screening Memo (Alexis "owned" Task)				8	4		4													
-Provide input & review																				
Concept Workshop (Self-Item H)				4	2		2													
Concept Refinements (that pass L1 screen)				6	6		60													
-2 to 3 Concepts at Gratiery																				
-2 to 3 Concepts at Research Park																				
LVL 2 Screening Memo (Alexis "owned" Task)				8	4		4													
-Provide input & review																				
Workshop for Selection of Preferred Alt				4	2		2													
<b>Task 8 - REFINE PREFERRED ALTERNATIVE</b>			28	28	0	40	60	0	0	0	0	0	0	0	0	0	0	0	0	0
Preferred Alternative Design Refinements				8	8		20													
-Cost Est for Preferred Alt (SIC codes)				8	8		8	60												
Operational Refinements																				
Early Scoping and Scoping Memo				8	8		8													
-Review provide input (+sustainable concepts)																				
Action Plan				4	4		4													
-Review provide input (+sustainable concepts)																				
CIG rating																				
<b>Task 9 - DRAFT AND FINAL REPORT PREPARATION</b>			8	8	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Draft and Final PEL Report																				
-Review Draft PEL Report for Dan Harris				8	8		8													
FHWA PEL Questionnaire																				
<b>LABOR SUBTOTALS</b>			262	200	42	354	60	52	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Direct Labor</b>																				
Escalation Year 1: Full 5% increase			\$ 2,550	\$ 2,780	\$ 588	\$ 2,546	\$ 800	\$ 291	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Escalation Year 2: 33% of 5% increase + 1.65% increase			\$ 854	\$ 921	\$ 193	\$ 873	\$ 264	\$ 96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Escalation Total</b>			\$ 3,404	\$ 3,701	\$ 781	\$ 3,419	\$ 1,064	\$ 387	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Labor Budget</b>			\$ 55,214	\$ 59,517	\$ 12,488	\$ 56,430	\$ 17,065	\$ 6,201	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Direct Expenses</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,004	\$ -
Copying/Printing																				\$ -
Travel Expenses																				\$ -
-3-day trip & site visit for Steve Metz																				\$ 1,500
Meals																				\$ -
-BD Travel to in person (50 mi each way at \$0.35/mi + \$80/mg)																				\$ 504
Survey Materials																				\$ -
Public involvement materials and participation incentives																				\$ -
<b>Total Cost</b>			\$ 55,214	\$ 59,517	\$ 12,488	\$ 56,430	\$ 17,065	\$ 6,201	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,004	\$ 200,000

Firm	TechLink Corridor and PEL Study 22-03579BM												Direct Expense(s)	Totals														
	Employee	Bill Lipfert	Chelsea Farnsworth	Tabatha Viso	Sam Carter	Gina Smith	Ethan Call	Ned Parker	Rodney Brandon	Kevin Miller	Drew Haiko	Hours		Budget														
		Title/Role	Technical Advisor	Senior Rail Operations Analyst	Junior Rail Operations Analyst	Junior Rail Operations Analyst	Technical Support	Rail Operations Analyst	Senior Operations & Maintenance Cost Analyst	Senior Signal Engineer	Senior OCS Engineer				Senior Traction Power Engineer													
			Composite Rate	\$394.50	\$192.50	\$151.50	\$151.50	\$89.50	\$172.50	\$278.50	\$278.50				\$278.50	\$278.50												
Tasks and Subtasks																												
Task 1 - PROJECT MANAGEMENT															0	0 \$	-											
Project Management Activities																0 \$	-											
Project Management Team Meetings																0 \$	-											
PMP and QMP																0 \$	-											
Project Charter																0 \$	-											
IDIs																0 \$	-											
TAC, Steering, Policy Meetings																0 \$	-											
FTA Coordination																0 \$	-											
Equity Check-ins																0 \$	-											
Task 2 - ESTABLISH GOALS & OBJECTIVES, DEFINE PUF															0	0 \$	-											
Goals & Objectives																0 \$	-											
Purpose & Need																0 \$	-											
Screening Criteria																0 \$	-											
G&O, P&N, and Screening Criteria Memo																0 \$	-											
Task 3 - DATA COLLECTION															0	0 \$	-											
Data Collection																0 \$	-											
Socioeconomic Data Review																0 \$	-											
Travel Needs Survey and Memo																0 \$	-											
Task 4 - ANALYSIS OF EXISTING AND FUTURE CONDITIC															2	18 \$	3,541											
Review Existing/Future Conditions - planning															2	18 \$	3,541											
Review Existing/Future Conditions - transportation																0 \$	-											
Review Existing/Future Conditions - EJ and equity																0 \$	-											
Environmental Scan																0 \$	-											
Existing/Future Conditions Memo																0 \$	-											
Early Agency Scoping Memo																0 \$	-											
Task 5 - PUBLIC OUTREACH AND STAKEHOLDER ENGAG															0	0 \$	-											
Public Involvement Plan																0 \$	-											
Project Branding																0 \$	-											
Website																0 \$	-											
Community Partnership Program																0 \$	-											
Community Events																0 \$	-											
Public Survey																0 \$	-											
Online Engagement																0 \$	-											
Final Engagement Report																0 \$	-											
Task 6 - DETERMINE CONCEPTUAL ALTERNATIVES															10	14 \$	4,715											
Draft Concepts															4	8 \$	2,348											
Research Park Workshops and Memo																0 \$	-											
Concept Workshops															6	6 \$	2,367											
Task 7 - SCREENING OF ALTERNATIVES															14	172 \$	36,704.00											
Evaluation Framework																0 \$	-											
Level 1 Screening															4	72 \$	15,356											
Concept Refinements															8	8 \$	3,156											
Level 2 Screening															2	92 \$	18,192											
Task 8 - REFINE PREFERRED ALTERNATIVE															2	26 \$	6,785.00											
Preferred Alternative Design Refinements																0 \$	-											
Operational Refinements															2	26 \$	6,785											
Early Scoping and Scoping Memo																0 \$	-											
Action Plan																0 \$	-											
CIG rating																0 \$	-											
Task 9 - DRAFT AND FINAL REPORT PREPARATION															0	0 \$	-											
Draft and Final PEL Report																0 \$	-											
FHWA PEL Questionnaire																0 \$	-											
LABOR SUBTOTALS															28	230 \$	51,745											
Total Direct Labor																												
Escalation Year 1; Full 5% increase															\$ 552	\$ 1,155	\$ 121	\$ 76	\$ 36	\$ 35	\$ 446	\$ 56	\$ 56	\$ 56	\$ -	\$ -	\$ 2,589	
Escalation Year 2; 33% of 5% Increase = 1.65% Increase															\$ 182	\$ 381	\$ 40	\$ 25	\$ 12	\$ 11	\$ 147	\$ 18	\$ 18	\$ 18	\$ -	\$ -	\$ 852	
Escalation Total															\$ 734	\$ 1,536	\$ 161	\$ 101	\$ 48	\$ 46	\$ 593	\$ 74	\$ 74	\$ 74	\$ -	\$ -	\$ 3,441	
Total Labor Budget															\$ 11,780	\$ 24,636	\$ 2,585	\$ 1,616	\$ 764	\$ 736	\$ 9,505	\$ 1,188	\$ 1,188	\$ 1,188	\$ -	\$ -	\$ 55,186	
Direct Expenses																									\$ 2,500			
Copying/Printing																									\$ 2,500			
Travel Expenses																												
Mileage																												
Survey Materials																												
Public involvement materials and participation incentives																												
Total Cost															\$ 11,780	\$ 24,636	\$ 2,585	\$ 1,616	\$ 764	\$ 736	\$ 9,505	\$ 1,188	\$ 1,188	\$ 1,188	\$ -	\$ -	\$ 2,500	\$ 57,686

Firm		TechLink Corridor and PEL Study 22-03579BM																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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		Composite Rate	\$409.76	\$253.20	\$159.90	\$123.13	\$99.38	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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Task 3 - DATA COLLECTION			12	18	42	80	234	48	0	0	0	0	434	\$ 51,696																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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Task 7 - SCREENING OF ALTERNATIVES			68	16	300	8	140	0	0	0	0	0	532	\$ 94,783.12																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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Level 2 Screening - STOPS Ridership			64	8	280		80						432	\$ 80,973																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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			\$ 1,803	\$ 582	\$ 2,830	\$ 616	\$ 1,898	\$ 120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,849																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
Escalation Year 2; 33% of 5% Increase = 1.65% Increase																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
			\$ 595	\$ 192	\$ 934	\$ 203	\$ 626	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,590																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
Escalation Total			\$ 2,398	\$ 774	\$ 3,764	\$ 819	\$ 2,524	\$ 160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,439																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
Total Labor Budget													\$ 38,457	\$ 12,421	\$ 60,369	\$ 13,132	\$ 40,487	\$ 2,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,330	\$ 187,756																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Direct Expenses																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										





Firm	Certus Environmental		TechLink Corridor and PEL Study 22-03579BM										Direct Expense(s)	Totals		
			Employee	Sheri Ellis	Sheri Ellis											
			Title/Role	Principal/Techni cal Lead	Admin/Support											
Composite Rate			\$110.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
Tasks and Subtasks															Hours	Budget
Task 1 - PROJECT MANAGEMENT			0	0	0	0	0	0	0	0	0	0		0	\$ -	
	Project Management Activities													0	\$ -	
	Projec Management Team Meetings													0	\$ -	
	PMP and QMP													0	\$ -	
	Project Charter													0	\$ -	
	IDIs													0	\$ -	
	TAC, Steering, Policy Meetings													0	\$ -	
	FTA Coordination													0	\$ -	
	Equity Check-ins													0	\$ -	
Task 2 - ESTABLISH GOALS & OBJECTIVES, DEFINE PURPOSE & NEED			0	0	0	0	0	0	0	0	0	0		0	\$ -	
	Goals & Objectives													0	\$ -	
	Purpose & Need													0	\$ -	
	Screening Criteria													0	\$ -	
	G&O, P&N, and Screening Criteria Memo													0	\$ -	
Task 3 - DATA COLLECTION			0	0	0	0	0	0	0	0	0	0		0	\$ -	
	Data Collection													0	\$ -	
	Socioeconomic Data Review													0	\$ -	
	Travel Needs Survey and Memo													0	\$ -	
Task 4 - ANALYSIS OF EXISTING AND FUTURE CONDITIONS			60	12	0	0	0	0	0	0	0	0		72	\$ 7,200	
	Review Existing/Future Conditions - planning													0	\$ -	
	Review Existing/Future Conditions - transportation													0	\$ -	
	Review Existing/Future Conditions - EJ and equity													0	\$ -	
	Environmental Scan		60	12										72	\$ 7,200	
	Existing/Future Conditions Memo													0	\$ -	
	Early Agency Scoping Memo													0	\$ -	
Task 5 - PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT			0	0	0	0	0	0	0	0	0	0		0	\$ -	
	Public Involvement Plan													0	\$ -	
	Project Branding													0	\$ -	
	Website													0	\$ -	
	Community Partership Program													0	\$ -	
	Community Events													0	\$ -	
	Public Survey													0	\$ -	
	Online Engagement													0	\$ -	
	Final Engagement Report													0	\$ -	
Task 6 - DETERMINE CONCEPTUAL ALTERNATIVES			0	0	0	0	0	0	0	0	0	0		0	\$ -	
	Draft Concepts													0	\$ -	
	Research Park Workshops and Memo													0	\$ -	
	Concept Workshops													0	\$ -	
Task 7 - SCREENING OF ALTERNATIVES			20	10	0	0	0	0	0	0	0	0		30	\$ 2,700.00	
	Evaluation Framework													0	\$ -	
	Level 1 Screening													0	\$ -	
	Concept Refinements													0	\$ -	
	Level 2 Screening		20	10										30	\$ 2,700	
Task 8 - REFINE PREFERRED ALTERNATIVE			0	0	0	0	0	0	0	0	0	0		0	\$ -	
	Preferred Alternative Design Refinements													0	\$ -	
	Operational Refinements													0	\$ -	
	Early Scoping and Scoping Memo													0	\$ -	
	Action Plan													0	\$ -	
	CIG rating													0	\$ -	
														0	\$ -	
Task 9 - DRAFT AND FINAL REPORT PREPARATION			0	0	0	0	0	0	0	0	0	0		0	\$ -	
	Draft and Final PEL Report													0	\$ -	
	FHWA PEL Questionnaire													0	\$ -	
														0	\$ -	
														0	\$ -	
LABOR SUBTOTALS			80	22	0	0	0	0	0	0	0	0		102	\$ 9,900	
Total Direct Labor																
	Escalation Year 1; Full 5% increase		\$ 440	\$ 55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 495		
	Escalation Year 2; 33% of 5% Increase = 1.65% Increase		\$ 145	\$ 18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 163		
	Escalation Total		\$ 585	\$ 73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 658		
	Total Labor Budget		\$ 9,385	\$ 1,173	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,558		
Direct Expenses													\$ 150			
	Copying/Printing															
	Travel Expenses															
	Mileage															
	Survey Materials															
	Public involvement materials and participation incentives															
Total Cost			\$ 9,385	\$ 1,173	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150	\$ -	\$ 10,708	

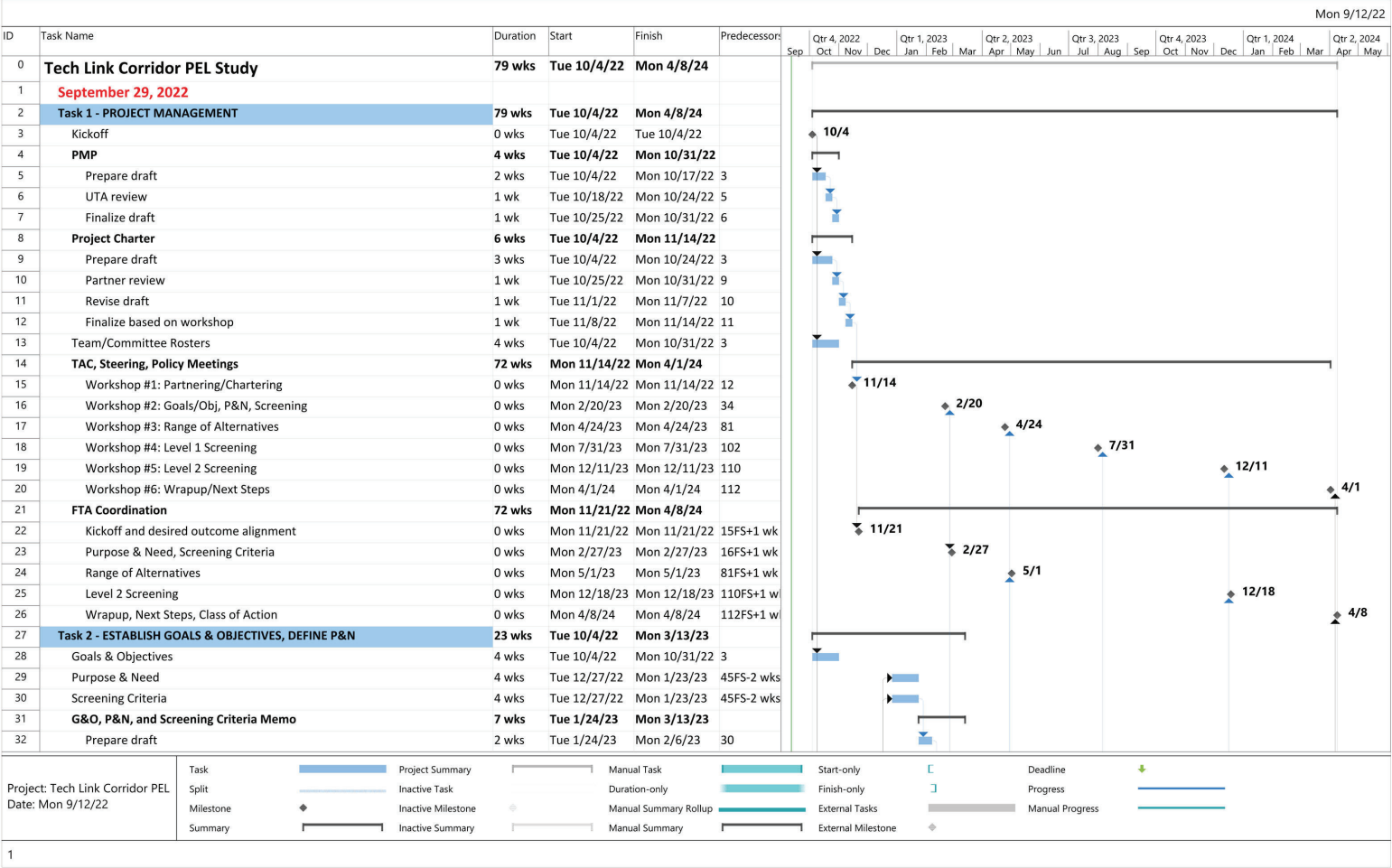
Firm	Zions Public Finance		TechLink Corridor and PEL Study 22-03579BM													
Employee			Susie Becker	Aaron Sanborn	Aaron Montgomery	Seth Benson										
Title/Role			Vice President	Vice President	Associate Vice President	Financial Analyst								Direct Expense(s)	Totals	
	Composite Rate		\$225.00	\$175.00	\$150.00	\$100.00	\$0.00	\$0.00	\$0.00						Hours	Budget
Tasks and Subtasks																
Task 1 - PROJECT MANAGEMENT			0	0	0	0	0	0	0	0	0	0	0		0	\$ -
	Project Management Activities														0	\$ -
	Projec Management Team Meetings														0	\$ -
	PMP and QMP														0	\$ -
	Project Charter														0	\$ -
	IDs														0	\$ -
	TAC, Steering, Policy Meetings														0	\$ -
	FTA Coordination														0	\$ -
	Equity Check-ins														0	\$ -
Task 2 - ESTABLISH GOALS & OBJECTIVES, DEFINE PURPOSE & NEED			0	0	0	0	0	0	0	0	0	0	0		0	\$ -
	Goals & Objectives														0	\$ -
	Purpose & Need														0	\$ -
	Screening Criteria														0	\$ -
	G&O, P&N, and Screening Criteria Memo														0	\$ -
															0	\$ -
Task 3 - DATA COLLECTION			0	0	0	0	0	0	0	0	0	0	0		0	\$ -
	Data Collection														0	\$ -
	Socioeconomic Data Review														0	\$ -
	Travel Needs Survey and Memo														0	\$ -
															0	\$ -
Task 4 - ANALYSIS OF EXISTING AND FUTURE CONDITIONS			8	0	0	30	0	0	0	0	0	0	0		38	\$ 4,800
	Review Existing/Future Conditions - planning		8			30									38	\$ 4,800
	Review Existing/Future Conditions - transportation														0	\$ -
	Review Existing/Future Conditions - EJ and equity														0	\$ -
	Environmental Scan														0	\$ -
	Existing/Future Conditions Memo														0	\$ -
	Early Agency Scoping Memo														0	\$ -
															0	\$ -
Task 5 - PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT			0	0	0	0	0	0	0	0	0	0	0		0	\$ -
	Public Involvement Plan														0	\$ -
	Project Branding														0	\$ -
	Website														0	\$ -
	Community Partership Program														0	\$ -
	Community Events														0	\$ -
	Public Survey														0	\$ -
	Online Engagement														0	\$ -
	Final Engagement Report														0	\$ -
															0	\$ -
Task 6 - DETERMINE CONCEPTUAL ALTERNATIVES			0	0	0	0	0	0	0	0	0	0	0		0	\$ -
	Draft Concepts														0	\$ -
	Research Park Workshops and Memo														0	\$ -
	Concept Workshops														0	\$ -
															0	\$ -
Task 7 - SCREENING OF ALTERNATIVES			8	8	20	80	0	0	0	0	0	0	0		116	\$ 14,200.00
	Evaluation Framework														0	\$ -
	Level 1 Screening														0	\$ -
	Concept Refinments														0	\$ -
	Level 2 Screening		8	8	20	80									116	\$ 14,200
															0	\$ -
Task 8 - REFINE PREFERRED ALTERNATIVE			8	8	16	40	0	0	0	0	0	0	0		72	\$ 9,600.00
	Preferred Alternative Design Refinements														0	\$ -
	Operational Refinements														0	\$ -
	Early Scoping and Scoping Memo														0	\$ -
	Action Plan		8	8	16	40									72	\$ 9,600
	CIG rating														0	\$ -
															0	\$ -
Task 9 - DRAFT AND FINAL REPORT PREPARATION			0	0	0	0	0	0	0	0	0	0	0		0	\$ -
	Draft and Final PEL Report														0	\$ -
	FHWA PEL Questionnaire														0	\$ -
															0	\$ -
															0	\$ -
															0	\$ -
LABOR SUBTOTALS			24	16	36	150	0	0	0	0	0	0	0		226	\$ 28,600
Total Direct Labor																
	Escalation Year 1: Full 5% increase		\$ 270	\$ 140	\$ 270	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 1,430
	Escalation Year 2: 33% of 5% Increase = 1.65% Increase		\$ 89	\$ 46	\$ 89	\$ 248	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 472
Escalation Total			\$ 359	\$ 186	\$ 359	\$ 998	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 1,902
Total Labor Budget			\$ 5,759	\$ 2,986	\$ 5,759	\$ 15,998	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 30,502
Direct Expenses														\$ -		
	Copying/Printing															
	Travel Expenses															
	Mileage															
	Survey Materials															
	Public involvement materials and participation incentives															
Total Cost			\$ 5,759	\$ 2,986	\$ 5,759	\$ 15,998	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,502

Firm		TechLink Corridor and PEL Study 22-03579BM														
		Employee	Lance Meister		Joelle Suits								Direct	Totals		
		Title/Role	Sr. Noise Technician	Noise Technician									Expense(s)			
Tasks and Subtasks		Composite Rate	\$171.03	\$115.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		Hours	Budget		
Task 1 - PROJECT MANAGEMENT			0	0	0	0	0	0	0	0	0	0	0	0	-	
Project Management Activities														0 \$	-	
Project Management Team Meetings														0 \$	-	
PMP and QMP														0 \$	-	
Project Charter														0 \$	-	
IDs														0 \$	-	
TAC, Steering, Policy Meetings														0 \$	-	
FTA Coordination														0 \$	-	
Equity Check-ins														0 \$	-	
Task 2 - ESTABLISH GOALS & OBJECTIVES, DEFINE PURPOSE & NEED			0	0	0	0	0	0	0	0	0	0	0	0	-	
Goals & Objectives														0 \$	-	
Purpose & Need														0 \$	-	
Screening Criteria														0 \$	-	
G&O, P&N, and Screening Criteria Memo														0 \$	-	
Task 3 - DATA COLLECTION			0	0	0	0	0	0	0	0	0	0	0	0	-	
Data Collection														0 \$	-	
Socioeconomic Data Review														0 \$	-	
Travel Needs Survey and Memo														0 \$	-	
Task 4 - ANALYSIS OF EXISTING AND FUTURE CONDITIONS			9	50	0	0	0	0	0	0	0	0	0	59	7,305	
Review Existing/Future Conditions - planning														0 \$	-	
Review Existing/Future Conditions - transportation														0 \$	-	
Review Existing/Future Conditions - EJ and equity														0 \$	-	
Environmental Scan			9	50										59	7,305	
Existing/Future Conditions Memo														0 \$	-	
Early Agency Scoping Memo														0 \$	-	
Task 5 - PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT			0	0	0	0	0	0	0	0	0	0	0	0	-	
Public Involvement Plan														0 \$	-	
Project Branding														0 \$	-	
Website														0 \$	-	
Community Partnership Program														0 \$	-	
Community Events														0 \$	-	
Public Survey														0 \$	-	
Online Engagement														0 \$	-	
Final Engagement Report														0 \$	-	
Task 6 - DETERMINE CONCEPTUAL ALTERNATIVES			0	0	0	0	0	0	0	0	0	0	0	0	-	
Draft Concepts														0 \$	-	
Research Park Workshops and Memo														0 \$	-	
Concept Workshops														0 \$	-	
Task 7 - SCREENING OF ALTERNATIVES			8	9	0	0	0	0	0	0	0	0	0	17	2,406.03	
Evaluation Framework														0 \$	-	
Level 1 Screening														0 \$	-	
Concept Refinements														0 \$	-	
Level 2 Screening			8	9										17	2,406	
Task 8 - REFINE PREFERRED ALTERNATIVE			0	0	0	0	0	0	0	0	0	0	0	0	-	
Preferred Alternative Design Refinements														0 \$	-	
Operational Refinements														0 \$	-	
Early Scoping and Scoping Memo														0 \$	-	
Action Plan														0 \$	-	
CIG rating														0 \$	-	
Task 9 - DRAFT AND FINAL REPORT PREPARATION			0	0	0	0	0	0	0	0	0	0	0	0	-	
Draft and Final PEL Report														0 \$	-	
FHWA PEL Questionnaire														0 \$	-	
														0 \$	-	
														0 \$	-	
														0 \$	-	
LABOR SUBTOTALS			17	59	0	0	0	0	0	0	0	0	0	76	9,711	
Total Direct Labor																
Escalation Year 1: Full 5% increase			\$ 145	\$ 340	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 485		
Escalation Year 2: 33% of 5% Increase = 1.65% Increase			\$ 48	\$ 112	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160		
Escalation Total			\$ 193	\$ 452	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 645		
Total Labor Budget			\$ 3,101	\$ 7,255	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,356		
Direct Expenses													\$ 140			
Copying/Printing																
Travel Expenses																
Mileage													\$ 140			
Survey Materials																
Public involvement materials and participation incentives																
Total Cost			\$ 3,101	\$ 7,255	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140	\$ -	\$ 10,496

**Exhibit C**

**PROJECT SCHEDULE**

The full detail of the Schedule on the four pages below.



Mon 9/12/22											
ID	Task Name	Duration	Start	Finish	Predecessors	Qtr 4, 2022	Qtr 1, 2023	Qtr 2, 2023	Qtr 3, 2023	Qtr 4, 2023	Qtr 1, 2024
33	Partner review	1 wk	Tue 2/7/23	Mon 2/13/23	32						
34	Revise draft	1 wk	Tue 2/14/23	Mon 2/20/23	33						
35	Finalize based on workshop and outreach	3 wks	Tue 2/21/23	Mon 3/13/23	34						
36	Task 3 - DATA COLLECTION	22 wks	Tue 10/4/22	Mon 3/6/23							
37	Data Collection List	2 wks	Tue 10/4/22	Mon 10/17/22	3						
38	Gather Data	4 wks	Tue 10/18/22	Mon 11/14/22	37						
39	Granary Survey Memo	22 wks	Tue 10/4/22	Mon 3/6/23							
40	Survey development and distribution strategy	4 wks	Tue 10/4/22	Mon 10/31/22	3						
41	Survey distribution	12 wks	Tue 11/1/22	Mon 1/23/23	40						
42	Analyze Results	4 wks	Tue 1/24/23	Mon 2/20/23	41						
43	Memo	2 wks	Tue 2/21/23	Mon 3/6/23	42						
44	Task 4 - ANALYSIS OF EXISTING AND FUTURE CONDITIONS	19 wks	Tue 10/4/22	Mon 2/13/23							
45	Existing/Future Conditions Review	14 wks	Tue 10/4/22	Mon 1/9/23							
46	Review Existing/Future Conditions - Planning	2 wks	Tue 10/4/22	Mon 10/17/22	3						
47	Review Existing/Future Conditions - Transportation	8 wks	Tue 11/15/22	Mon 1/9/23	38						
48	Review Existing/Future Conditions - EJ and Equity	8 wks	Tue 11/15/22	Mon 1/9/23	38						
49	Environmental Scan	6 wks	Tue 11/15/22	Mon 12/26/22	38						
50	Existing/Future Conditions Memo	5 wks	Tue 1/10/23	Mon 2/13/23							
51	Prepare draft	2 wks	Tue 1/10/23	Mon 1/23/23	45						
52	Partner review	1 wk	Tue 1/24/23	Mon 1/30/23	51						
53	Revise draft	1 wk	Tue 1/31/23	Mon 2/6/23	52						
54	Finalize	1 wk	Tue 2/7/23	Mon 2/13/23	53						
55	Early Agency Scoping Memo	7 wks	Tue 12/27/22	Mon 2/13/23							
56	Prepare draft	2 wks	Tue 12/27/22	Mon 1/9/23	49						
57	Partner review	1 wk	Tue 1/10/23	Mon 1/16/23	56						
58	Revise draft	1 wk	Tue 1/17/23	Mon 1/23/23	57						
59	FTA review	2 wks	Tue 1/24/23	Mon 2/6/23	58						
60	Finalize	1 wk	Tue 2/7/23	Mon 2/13/23	59						
61	Task 5 - PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT	74 wks	Tue 10/4/22	Mon 3/4/24							
62	Public Involvement Plan	4 wks	Tue 10/4/22	Mon 10/31/22	3						
63	Project Branding and Templates	4 wks	Tue 10/4/22	Mon 10/31/22	3						
64	Website	4 wks	Tue 10/4/22	Mon 10/31/22	3						
65	Community Partnership Program	12 wks	Tue 10/4/22	Mon 12/26/22							
<div><div>Project: Tech Link Corridor PEL Date: Mon 9/12/22</div><div><div>Task</div><div>Split</div><div>Milestone</div><div>Summary</div></div><div><div>Project Summary</div><div>Inactive Task</div><div>Inactive Milestone</div><div>Inactive Summary</div></div><div><div>Manual Task</div><div>Duration-only</div><div>Manual Summary Rollup</div><div>Manual Summary</div></div><div><div>Start-only</div><div>Finish-only</div><div>External Tasks</div><div>External Milestone</div></div><div><div>Deadline</div><div>Progress</div><div>Manual Progress</div></div><div><div></div><div></div><div></div><div></div></div></div>											
2											

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## **Exhibit D**

# **FEDERAL CLAUSES FOR ARCHITECT AND ENGINEERING SERVICE CONTRACTS**

### **ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES**

Contractor shall comply with 49 USC 5301(d), stating federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of disability; 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; and the Architectural Barriers Act of 1968, as amended, 42 USC §4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

### **ACCESS TO RECORDS AND REPORTS**

Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Contractor agrees to comply with the record retention requirements in accordance with 2 CFR §200.333. Contractor shall maintain all books, records, accounts and reports required under the Contract for a period equal to the longer of: (i) three (3) years; or (ii) such longer period as may be specified in the Contract (except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case records shall be maintained until the full and final disposition of all such claims or litigation (including appeals related thereto)).

Contractor agrees to provide sufficient access to United States Department of Transportation, Federal Transit Administration (FTA) and its contractors to inspect and audit records and information related to performance of the Contract as reasonably may be required.

Contractor agrees to permit FTA and its contractors access to the sites of performance under the Contract as reasonably may be required.

### **CHANGES TO FEDERAL REQUIREMENTS**

Contractor shall comply with all applicable regulations, policies, procedures and directives of the FTA. Applicable regulations, policies, procedures and directives include, 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 the Contract. Contractor's failure to comply shall constitute a material breach of the Contract.

### **CIVIL RIGHTS REQUIREMENTS**

In accordance with Federal transit law at 49 USC §5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue including, without limitation the following equal employment opportunity requirements:

(1) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e et seq., and federal transit laws at 49 USC §5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department

of Labor," 41 CFR Part 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC §2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC §2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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

(3) **Disabilities** – In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794, the Americans with Disabilities Act of 1990, as amended, 42 USC §12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC §4151 et seq., and federal transit law at 49 USC §5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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

**CLEAN AIR** [Applicable Only to Contracts valued at more than \$150,000]

Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor agrees that it will not use any violating facilities. Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**CLEAN WATER** [Applicable Only to Contracts valued at more than \$150,000]

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**CONFORMANCE WITH NATIONAL ITS ARCHITECTURE** [Applicable Only to Contracts and Solicitations for Intelligent Transportation Systems]

To the extent applicable, Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

**DEBARMENT AND SUSPENSION** [Applicable Only to Contracts valued at more than \$25,000]

Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that

must be approved by an FTA official irrespective of the Contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted award; (v) voluntarily excluded from participation in any federally assisted award; and/or (vi) disqualified from participation in any federally assisted award. By submitting a response to UTA's solicitation for the Contract, Contractor has certified that the foregoing items (i) through (vi) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Contractor knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **DISADVANTAGED BUSINESS ENTERPRISES**

(1) **FTA Policy** – The Contract is subject to 49 CFR Part 26. Therefore, Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of the Contract. UTA shall make all determinations with regard to whether or not Contractor is in compliance with the requirements stated herein.

(2) **Nondiscrimination** – Neither Contractor nor any subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as UTA deems appropriate, which may include, but is not limited to: (i) withholding monthly progress payments in whole or in part; (ii) assessing any liquidated damages as may be provided in the Contract; (iii) requiring Contractor to stand-down with respect to the Work (without an increase in the Contract cost or an adjustment to the Contract schedule) until Contractor achieves compliance with respect to these requirements and/or (iv) disqualifying Contractor from future participation in UTA contracts.

(3) **DBE Goals and Good Faith Efforts** – The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is race neutral. If a separate contract goal for DBE participation has been established for the Contract, it is listed in the solicitation documents that have been incorporated into the Contract. Contractor is required to document sufficient DBE participation to meet the applicable goal. If Contractor is unable to meet the applicable goal, Contractor must alternatively document adequate good faith efforts to meet the DBE Goal. The types of actions that the UTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following: (i) Contractor's attendance at a pre-bid meeting (as applicable) scheduled by UTA to inform DBEs of subcontracting opportunities; (ii) advertisement of subcontracting opportunities in general circulation media, trade association publications, and minority-focus media; (iii) written notification to capable DBEs that their interest in the Contract is solicited; (iv) documentation of efforts to negotiate with DBEs for specific subcontracts including the names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact, a description of the information provided to DBEs regarding the work to be performed and a statement explaining why additional agreements with DBEs were not reached; (v) for each DBE Contractor contacted but rejected as unqualified, the reason for Contractor's conclusion; (vi) documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining required bonding or insurance; (vii) documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs; (viii) documentation of Contractor's efforts to break out Contract work items into economically feasible units in fields where there are available DBE firms to perform the work; (ix) evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the Contract, and that such information was communicated in a timely manner; and (x) documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.



(4) **Race-Neutral Procurements** – If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(5) **Verification of Compliance** – Contractor shall assist UTA in verifying compliance with the DBE requirements of the Contract by submitting status reports itemizing payments to all DBEs with each monthly request for payment. Upon Contract completion, Contractor shall submit a summary of payments, by subcontract, made to all subcontractors to UTA's Civil Rights Compliance Officer.

(6) **Prompt Payment of Subcontractors** – Contractor is required to pay its subcontractors performing work related to the Contract for satisfactory performance of that work no later than 30 days after Contractor's receipt of payment for that work from UTA. In addition, Contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to the Contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by UTA and Contractor's receipt of the partial retainage payment related to the subcontractor's work. The failure to make prompt payment to subcontractors as required above shall constitute a material breach of the Contract and shall give rise to remedies including, without limitation, the Authority's right to withhold amounts payable to the Contract and make direct payments (including interest) to subcontractors.

(7) **Termination of a DBE Subcontractor** – Contractor shall not terminate any DBE subcontractor identified in the Contract (or Contractor's response to the Contract solicitation) without UTA's prior written consent. UTA may provide such written consent only if Contractor has good cause to terminate the DBE subcontractor. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the basis for the termination. Contractor shall give the DBE subcontractor five days to respond to the notice and advise of the reasons why the DBE subcontractor believes there is not good cause to terminate the subcontract. When a subcontract with the DBE subcontractor is terminated or when a DBE subcontractor fails to complete its work on the Contract for any reason, Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE subcontractor and immediately notify UTA in writing of its efforts to replace the original DBE subcontractor. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE subcontractor whose subcontract was terminated, to the extent needed to meet the applicable goal.

## **ENERGY CONSERVATION**

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

## **FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or FTA assisted project for which the Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Contractor to the extent the US Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under the Contract, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5323(l) on Contractor, to the extent the federal government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**FLY AMERICA REQUIREMENTS** [Applicable Only to Contracts Involving Transportation of Persons or Property, by Air between the U.S. and/or Places Outside the U.S.]

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

**INCORPORATION OF FTA TERMS**

The Contract includes certain Standard Terms and Conditions required by the FTA, whether or not expressly stated in the Contract. All FTA-required contractual provisions, as stated in 2 CFR Part 200 or FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause UTA to be in violation of FTA terms and conditions.

**LOBBYING** [Applicable Only to Contracts valued at more than \$150,000]

Byrd Anti-Lobbying Amendment, 31 USC 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 USC §1601, et seq.] – Contractors who apply or bid for an award of \$150,000 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 any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. 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 USC 1352. Such disclosures are forwarded from tier to tier up to UTA.

**NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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

**PATENT RIGHTS AND RIGHTS IN DATA** [Applicable Only to Contracts Involving Experimental, Developmental or Research Work]

The Contract is funded through a federal award with FTA for experimental, developmental, or research work purposes. As such, certain patent rights and data rights apply to all subject data first produced in the performance of the Contract. Contractor shall grant UTA intellectual property access and licenses deemed necessary for the work performed under the Contract and in accordance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of the Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of FTA, until such time as FTA 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. For purposes of the Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

(1) 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 below. 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.

(i) Any subject data developed under the Contract, whether or not a copyright has been obtained; and

(ii) Any rights of copyright purchased by Contractor using federal assistance in whole or in part by the FTA.

(2) Unless FTA determines otherwise, Contractor performing experimental, developmental, or research work required as part of this Contract 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 the 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 this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the federal government may direct.

(3) Unless prohibited by state law, upon request by the federal government, Contractor agrees 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 Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall be required to indemnify the federal government for any such liability arising out of the wrongful act of any employee, official, or agents of the federal government.

(4) 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.

(5) Data developed by Contractor and financed entirely without using federal assistance provided by the federal government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work.

(6) Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

## **RECYCLED PRODUCTS**

Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC §6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR Part 247.

## **RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION**

UTA and Contractor intend to resolve all disputes under the Contract to the best of their abilities in an informal manner. To accomplish this end, the parties will attempt to resolve disputes through communications between their respective staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within UTA and Contractor’s organization.

Unless otherwise directed by UTA, Contractor shall continue performance under the Contract while matters in dispute are being resolved.

Unless the Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between UTA and Contractor arising out of or relating to the Contract or its breach will be decided by alternative dispute resolution if the parties mutually agree, or in a court of competent jurisdiction within the State of Utah.

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

**SEISMIC SAFETY** [Applicable Only to Contracts Involving Construction of new buildings or additions to existing buildings]

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under the Contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

### **Domestic Preference**

In accordance with 2 CFR 200.322 all contractors shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this clause:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.
- b. "Manufacturing products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

### **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

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

- a. "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.

### **TERMINATION**

Upon written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate the Contract. If UTA terminates the Contract for its convenience, Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination., but excluding consequential damages (which includes, but is not limited to, lost profits and/or opportunity costs associated with the terminated portion of the work).



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

Accept Terms of Clauses \_\_\_\_\_ Date \_\_\_\_\_

Company Name Horrocks Engineers, Inc.

Federal I.D. No. 87-0296502



U T A

# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/9/2022

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Jaron Robertson, Acting Planning Director  
**PRESENTER(S):** G.J. LaBonty, Manager Customer Experience

**TITLE:**

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**Contract: Bus Stop Sign Poles for Visually Impaired (Zilla Corporation)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Authorize Executive Director to execute the Purchase Order and associated disbursements with the Zilla Corporation for bus stop sign poles in the amount of \$245,446.

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**BACKGROUND:**

Zilla Corporation NEX pole is a unique shaped octagonal pole. The shape of the NEX pole provides our customers with visual impairments an easy way to identify and distinguish a bus stop pole from a traditional square perforated galvanized pole that is used for every typical road sign. The powder coating would improve our bus stop aesthetic and help promote the UTA brand. The NEX pole would help UTA bus stops be easily identified by all riders and increase our on-street presence.

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**DISCUSSION:**

This purchase of NEX poles through Zilla Corporation was negotiated through a sole-source procurement. S-Square Tube is the designer of the NEX pole, they hold the patents and own the trade dress for this product. Zilla Corporation is the only manufacturer of the NEX sign post. This order of 1,100 poles should arrive in approximately five to six months and should last about three years. Installation of the poles is done on a stop by stop basis. UTA is opting to deploy these poles predominately at bus stop locations that have already been improved to be ADA compliant. Currently we have 2,096 ADA compliant stops and plan to improve 100 to 200 additional ADA stops per year over the next several years.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Zilla Corporation
<b>Contract Number:</b>	16930
<b>Base Contract Effective Dates:</b>	10/2022 - 10/2025
<b>Extended Contract Dates:</b>	NA
<b>Existing Contract Value:</b>	NA
<b>Amendment Amount:</b>	NA
<b>New/Total Contract Value:</b>	\$245,446
<b>Procurement Method:</b>	Sole Source
<b>Budget Authority:</b>	5-Year Capital Plan

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**ALTERNATIVES:**

A portion of UTA bus stop signs have already been replaced with NEX poles. UTA could consider alternative sign pole options, which would result in extra cost and delay bus stop improvement projects.

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**FISCAL IMPACT:**

The cost of the poles, \$245,446, is included in the capital budget.

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**ATTACHMENTS:**

Purchase Order

Zilla Corporation, Inc. 2275 W Midway Blvd. Unit C Broomfield CO 80020			PURCHASE ORDER NUMBER <b>OG</b>	<b>16930</b>
			PO Number Must Appear On All Invoices And Shipments	
		Utah Transit Authority	VENDOR NUMBER 1491497	PO DATE 10/4/2022
SEND INVOICE TO:	SHIP TO:	An Equal Opportunity Employer	ORDER TAKEN BY	FOB
AP@RIDEUTA.COM	ATTENTION: RECEIVING			*
669 W 200 S	3600 S 700 W	801-287-3008	BUYER	PAGE NUMBER
SLC, UT 84101	Salt Lake City UT 84119	www.rideuta.com	Gonzales, Chad	1 of 1

Confirmation: Do not Duplicate  
**Utah Transit Authority Is Tax Exempt**      Total PO Value: 245,446.00      Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	00011124	12/31/22	EA	40-7407.68912	Order 3 - NEX Bus Stop Poles	.0000	245,446.00

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at [https://rideuta.com/media/Files/Home/Terms\\_Conditions\\_UTAGeneralStandard7821.asbx](https://rideuta.com/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.asbx). Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Order shall be deemed accepted by Vendor without the additional or different terms).

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



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/9/2022

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

**TITLE:**

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**Contract: Employee Holiday Gift Card 2022 (Harmon City, Inc.)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve award and authorize Executive Director to execute the contract and associated disbursements with Harmon City, Inc. in an amount not to exceed \$352,350.

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**BACKGROUND:**

Traditionally UTA has giving a holiday gift card to a local grocery store to purchase holiday food for employees' families to show its appreciation for hard work and accomplishments during the year. This year's card reflects the \$150 value that started in 2021.

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**DISCUSSION:**

An Invitation For Bid (IFB) was published to multiple large grocery stores in the Salt Lake area to provide 2,700 gift cards with a value of \$150 each. This IFB was publicized as an open competitive bid with award of contract based on percentage discount offered in their bid.

After publication, the bids were reviewed, and Harmon City Inc. was selected as the lowest bidder. Harmons provided the largest discount of 13%.

Harmons has been in business for over 87 years and has 18 locations along the Wasatch Front.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Harmon City, Inc.
<b>Contract Number:</b>	22-03640CG
<b>Base Contract Effective Dates:</b>	11/9/2022 - 12/30/2022
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	\$352,350
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$352,350
<b>Procurement Method:</b>	IFB
<b>Budget Authority:</b>	Agency Fiscal Year Savings in Departments

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**ALTERNATIVES:**

Should the Board not approve the selection of Harmon's; the IFB would need to start over.

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**FISCAL IMPACT:**

The actual purchase is anticipated to be for less than 2,700 cards based on the current number of employees.

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**ATTACHMENTS:**

Contract



# INVITATION FOR BID

## Cover Sheet

<b>General Information</b>			
Project Name	Holiday Gift Cards		
Project Description	Purchase Holiday Gift Cards for Employees		
Project Start Date/Length	November 9, 2022 – December 30, 2022		
Contract Type	Firm fixed price		
UTA Project Manager	Troy Hamilton		
Funding Source	<input checked="" type="checkbox"/> Local	<input type="checkbox"/> State	<input type="checkbox"/> Federal
<b>Procurement Process Information</b>			
IFB No.	22-03640CG		
Contract Administrator	Chad Gonzales 669 West 200 South Salt Lake City, Utah 84101 (801) 287-3013 cgonzaless@rideuta.com		
This procurement will be an Invitation for Bid (IFB).	Award will be made to the low Responsive and Responsible bidder.		
<b>FIB Schedule:</b> A) Issue Invitation to Bid September 29, 2022 B) Deadline to submit Questions and Request for Approved Equals or Changes to UTA October 4, 2022, 2:00 pm C) Last day for UTA to issue addenda and clarifications October 7, 2022 D) <b>Deadline to submit bids</b> October 12, 2022, 2:00 pm			
<b>Included as part of this IFB</b>			
Part 1 – Project Specific Information			
Part 2 – Procurement Process Information			
Part 3 – Standard Solicitation Terms			
Part 4 – Standard Contract Terms / Sample Contract			
Part 5 – Forms			
<b>Bid Contents</b>			
Submittal Instructions <ul style="list-style-type: none"> <li>One (1) electronic copy of the bid sheet in excel format, and all required forms (signed) shall be emailed to cgonzaless@rideuta.com on or before the deadline referenced above. See Part 3 of this IFB for further instructions.</li> </ul>			

Required Forms		
To be considered responsive, Bids must include those additional forms, declarations, and certifications listed below:		
• Signed Bid Forms and Declarations		





## INVITATION FOR BIDS

### Part 1 – Project information

#### **GENERAL OVERVIEW:**

Utah Transit Authority (UTA) is seeking bids from retailers to provide **2,700** Holiday grocery gift cards to their employees with a value of **\$150/each**, with an option to purchase up to 100 extra cards. The retailer that provides the greatest discounted rate and meets the minimum qualification listed below will be awarded the bid.

UTA will purchase and pick up the cards as soon as available after award and Offer and Acceptance is signed by all Parties involved

#### **MINIMUM QUALIFICATIONS:**

Retailer must have grocery store locations within the Weber, Davis, Salt Lake, and Utah county limits. Retailer must be considered a general grocer that sells all types of groceries. Specialized grocers that only sell certain types of groceries (all natural, organic, etc...) will not be considered. UTA reserves the right to determine what is considered a specialized grocer.



## INVITATION FOR BIDS

### Part 2 – Procurement Process Information

This procurement will be an invitation for Bids (IFB). Award will be made to the low responsive and Responsible bidder. Low bid shall be determined by the bid price.



# INVITATION FOR BIDS

## Part 3 – Standard Terms of Solicitation

### 1.1 INSTRUCTIONS TO BIDDERS

#### 1.1.1 Submission of Bids.

Bids must be emailed to Chad Gonzales at [cgonzales@rideuta.com](mailto:cgonzales@rideuta.com) by the “Deadline to Submit Bids” date and time listed on the Cover Sheet (as amended from time-to-time in accordance with this IFB). Bids received after the deadline will be considered non-responsive. It is the responsibility of the Bidder to ensure that its Bid are submitted by the deadline.

#### 1.1.2 Minimum Standards.

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

#### 1.1.3 Confidential, Protected, and Public Information

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

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

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

- a) Clearly mark all Business Confidential Information as such in its Bid at the time the Bid is submitted and include a cover sheet stating “DOCUMENT CONTAINS BUSINESS CONFIDENTIAL INFORMATION” and identifying each section and page which has been so marked;
- b) Include a statement with its Bid justifying the Bidder’s determination that certain records are Business Confidential Information for each record so defined;

- c) In addition to the Bid emailed to Chad Gonzales, email a second copy of the Bid (as an attachment) that has all the Business Confidential Information deleted, and label such copy of the Bid "Public Copy." If a Bidder emails a Bid containing no Business Confidential Information, no "Public Copy" need be submitted. However, any Bidder that submits a Bid containing no Business Confidential Information must so certify in a cover letter to its Bid; and
- d) Defend any action seeking release of the records it believes to be Business Confidential Information and indemnify, defend, and hold harmless UTA and the State of Utah and its agents and employees from any judgments awarded against UTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives UTA's cancellation or termination of this procurement or award and subsequent execution of the Contract. In submitting a Bid, the Proposer agrees that this indemnification survives as long as the Business Confidential Information is in possession of UTA.

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

#### **1.1.4 Submitting Questions to UTA**

Questions must be submitted to Chad Gonzales before the end of the Question and Answer period. UTA's answers to timely questions will be shared with other potential bidders.

#### **1.1.5 Requests for Approved Equals or Changes**

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

Requests for Approved Equals, Changes, or other exceptions to the IFB (collectively, "Requests") must be submitted to [cgonzales@rideuta.com](mailto:cgonzales@rideuta.com) before the end of the Question and Answer period.

Any request for an approved equal or request for change of the IFB must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal or better than the IFB requirement. UTA retains the discretion to withhold approval for one or more requested equals if the magnitude of requested approvals exceeds UTA's available resources to allow for adequate evaluation in support of a timely procurement.

UTA's responses to timely Requests will be shared with all bidders.

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

### **1.1.6 Addenda to the Invitation for Bids**

UTA reserves the right to make changes to the IFB, by issuing a written addendum.

### **1.1.7 Multiple or Alternative Bids**

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

### **1.1.8 Withdrawal of Bids**

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

### **1.1.9 Cost of Bids**

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

### **1.1.10 Examination of Invitation for Bids**

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

### **1.1.11 Firm Offer**

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

### **1.1.12 Disclosure of Organizational Conflict of Interest**

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

### **1.1.13 No Collusion**

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

## **1.2 SELECTION PROCESS**

### **1.2.1 Public Opening**

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

### **1.2.2 UTA's Procurement Options**

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

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

### **1.2.3 Responsiveness**

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

### **1.2.4 Responsibility**

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

### **1.2.5 Checking References.**

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

### **1.2.6 Requests for Clarification**

The Bidder shall provide accurate and complete information to UTA. If information is incomplete, appears to include a clerical error, or is otherwise unclear, UTA may either (i) declare the Bid non-responsive, (ii) evaluate the Bid as submitted, or (iii) issue a Request for Clarifications to the Bidder stating the information needed and a date and time by which the information must be provided. If the Bidder does

not respond to the Request for Clarifications in a timely manner, or if the Bidder's response is deemed to be insufficient by UTA, in its sole discretion, then UTA may declare the Bid non-responsive.

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

### 1.3 PROTESTS

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

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

All protests must include:

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

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

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

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



## INVITATION FOR BIDS

### Part 4 – Contract Terms

“Vendor” as used in these UTA Standard Terms and Conditions means the party contracting with Utah Transit Authority (“UTA”) to provide Goods and/or Services to UTA. Vendor is identified as “Vendor” on the applicable UTA Purchase Order (“PO”). The PO, these UTA Standard Terms and Conditions and any other terms, conditions, standards, drawings, schedules or other documents identified in the PO form the “Contract” related to the applicable PO. The terms “Goods” and “Services” are intended to have their broadest meanings. “Goods” includes any equipment, parts, materials, supplies, project deliverables, and work product supplied by Vendor in accordance with the PO. “Services” includes labor, professional services, and any manual, technical and other human resources provided in the fulfillment of the PO, including those specified in the PO and any additional Services incidental to the furnishing of Goods.

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



6. **STANDARD OF CARE.** Vendor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).
7. **SALES TAX EXEMPTION:** 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.
8. **DELIVERY:** Unless otherwise specified in the Contract, all Goods will be delivered FOB to the destination designated by UTA in the PO. Vendor shall be responsible for delivery costs and all risk of loss shall remain with Vendor until such time as the Goods are received by UTA, its agent or consignee, regardless of whether UTA has made full payment for the Goods. Vendor shall deliver all Goods to UTA and perform all Services no later than the date(s) indicated in the PO. If Vendor fails to make delivery of any part of the Goods or fails to perform any portion of the Services on the date(s) indicated, UTA may terminate and pursue other remedies.
9. **INSPECTIONS:** Goods furnished under the Contract will be subject to inspection and testing by UTA at times and places determined by UTA. If UTA finds Goods furnished to be incomplete or not in compliance with applicable specifications and standards, UTA may reject the Goods and require Vendor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Vendor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Nothing in this paragraph will adversely affect UTA's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.
10. **INVOICING AND PAYMENT:** Vendor will promptly submit invoices (within 30 days of delivery of the applicable Goods and/or Services) to UTA. The UTA purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the Contract. The prices paid by UTA will be those prices listed in the PO. UTA may adjust or return any invoice reflecting incorrect pricing. Unless otherwise specified, payment terms are Net 30 days following receipt of invoice.
11. **WARRANTY:** Vendor warrants all Goods (including hardware, firmware, and/or software products that it licenses) provided to UTA under the Contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Contract.

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

- 12. INDEMNIFICATION:** Vendor shall release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from the willful misconduct or the negligent acts or omissions of Vendor, its subcontractors and suppliers, and their respective employees and agents, except to the extent caused by the negligent acts or omissions of UTA.
- 13. INSURANCE:** Vendor shall maintain worker's compensation insurance in accordance with applicable laws and shall also maintain general liability insurance with policy limits no less than two million per occurrence and four million in the aggregate. Vendor shall include UTA as an additional insured with respect to such insurance. Upon request, Vendor shall provide proof of insurance to UTA. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA is no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this contract by the Vendor, his agents, representatives, employees, or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

#### **14. Claims and Dispute Resolution**

##### **14.1 Claims.**

"Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 8. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim. 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.

##### **14.2 Dispute Resolution.**

The parties shall attempt to informally resolve all claims, counterclaims and other disputes. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process. If the dispute cannot be resolved informally, either party may request mediation under the auspices of the Juris Arbitration and Mediation Services (JAMS). A JAMS mediator shall be mutually agreed to among the Parties. The Mediation shall be non-binding. The Mediator shall determine the logistics, format and other aspects of the actual mediation. If mediation is not successful in resolving the dispute, either Party may commence legal action in accordance with the venue and law provisions of this Contract.

- 15. DEFAULT:** If Vendor: (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, at its option either cure the default at Vendor's expense or terminate the Contract after first giving Vendor five (5) days written notice to cure such default. Immediately after such termination, UTA may: (i) take possession of the Goods wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable UTA to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Vendor any amount then due

under the Contract after taking full credit for any offsets to which UTA may be entitled; (iii) contract with or employ any other party or parties to finish the Items; and (iv) collect from Vendor any additional expense, losses or damage which UTA may suffer.

16. **Costs and Attorney's Fees:** If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.
17. **Governing Law.** The Agreement and all Contract Documents are governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah.
18. **PATENTS, COPYRIGHTS, ETC:** Vendor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Vendor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.
19. **ENVIRONMENTAL RESPONSIBILITY:** UTA is ISO 14001 Environmental Management System (EMS) certified. Vendor 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](http://www.rideuta.com). Upon request by UTA, Vendor 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 Vendor to submit additional environmental documents. Vendor 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. **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.
21. **SEVERABILITY:** If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
22. **WRITTEN AMENDMENTS:** The Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by authorized persons of the parties hereto.
23. **ASSIGNMENT:** Vendor shall not assign, sell, or transfer any interest in the Contract without the express written consent of UTA.
24. **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.
25. **WAIVER:** Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such be direct or implied, will not be a continuing waiver of or consent to any subsequent breach of the Contract.

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

**27. INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE**

UTA's IFB 20-03499 including all federal clauses and other attachments, and Consultant's Bid, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A and B. However the order of precedence shall be as follows:

1<sup>st</sup>: Contract including all attachments (Offer and Acceptance)

2<sup>nd</sup>: UTA Terms and Conditions

3<sup>rd</sup>: Invitation For Bid

4<sup>th</sup>: Contractor Bid including contractor terms and conditions

subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work.”

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

#### **D. SUBCONTRACTOR CAPABILITY**

The undersigned bidder/proposer certifies that it and each of its subcontractors possess an adequate supply of workers qualified to perform the work specified herein; that there is no existing or impending dispute between it and any labor organization; and that it is prepared to comply fully with prevailing wage requirements, minimum wages, maximum hours of work, and equal opportunity provisions contained in the general conditions of the contract.

#### **E. UTAH ANTIDISCRIMINATION ACT:**

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

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

#### **F. UTAH ANTI-BOYCOTT ISRAEL ACT:**

Offeror certifies that it is not currently engaged in a boycott of the State of Israel; and agrees not to engage in a boycott of the State of Israel for the duration of this contract.

#### **G. DISCLOSURE OF ORGANIZATION CONFLICT OF INTEREST**

Proposers must provide a narrative describing any Organizational Conflicts of Interest, either real or perceived. See Part 3 of the IFB for more information. Proposers must describe in detail how it has managed such organizational conflicts of interest to ensure that the Proposer has not gained an unfair competitive advantage.



## INVITATION FOR BIDS

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

#### A. BID DECLARATIONS

This Bid is submitted upon the following declarations:

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

Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____

#### B. No Collusion

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

#### C. E-VERIFY

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

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

The successful Proposer shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the



subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work.”

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

#### **D. SUBCONTRACTOR CAPABILITY**

The undersigned bidder/proposer certifies that it and each of its subcontractors possess an adequate supply of workers qualified to perform the work specified herein; that there is no existing or impending dispute between it and any labor organization; and that it is prepared to comply fully with prevailing wage requirements, minimum wages, maximum hours of work, and equal opportunity provisions contained in the general conditions of the contract.

#### **E. UTAH ANTIDISCRIMINATION ACT:**

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

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

#### **F. UTAH ANTI-BOYCOTT ISRAEL ACT:**

Offeror certifies that it is not currently engaged in a boycott of the State of Israel; and agrees not to engage in a boycott of the State of Israel for the duration of this contract.

#### **G. DISCLOSURE OF ORGANIZATION CONFLICT OF INTEREST**

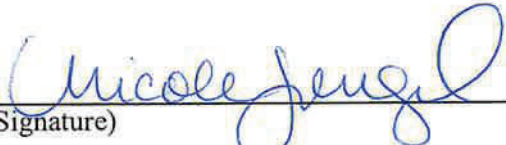
Proposers must provide a narrative describing any Organizational Conflicts of Interest, either real or perceived. See Part 3 of the IFB for more information. Proposers must describe in detail how it has managed such organizational conflicts of interest to ensure that the Proposer has not gained an unfair competitive advantage.

Use the space below, and additional sheets if necessary.

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


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

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

<u>Harmon City Inc.</u> (Contractor's Name)	 (Signature)
	<u>Nicole Lengel</u> (Print Name)

#### H. CONTRACTOR'S OFFER

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

<u>Harmon City Inc.</u> (Contractor's Name)	 (Signature)
<u>3540 South 4000 W. # 500</u> (Contractor's Address)	<u>Nicole Lengel</u> (Print Name)
<u>801- 969-8261</u> (Contractor's Phone Number)	<u>CFO</u> (Title)
<u>terrymcdonald@harmonsgrocery.com</u> (Contractor's Email Address)	<u>10-4-2022</u> (Date)
<u>87-0230875</u> (Contractor's EIN)	



**B. UTA'S ACCEPTANCE**

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

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UTA Representative / Title

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UTA Representative / Title

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(Date)

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(Date)

DocuSigned by:

A handwritten signature in blue ink that reads "Tim Merrill".

10/14/2022

56A03BC7C491482... Form and Content  
Approved as to  
Assistant Attorney General  
UTA Counsel

Bidders Name: Harmon City, Inc.**Price Form**

	Quantity	Value of Gift Card (each)	Cost Prior to Discount	Discount (%)	Value of Discount	Total Cost
	2,700	\$150.00	\$405,000.00	13%	52,650	\$352,350
*Option 1	100	\$150.00	\$15,000	13%	1,950	\$13,050

Payment Type Accepted: ☒ ACH ☐ Credit Card ☒ Check

\*If UTA decides to exercise option. UTA will issue a modification or decide to purchase at time of award.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/9/2022

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** David Osborn, Project Manager III

**TITLE:**

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**Contract: Depot District Furniture (Henriksen Butler Design LLC)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize the Executive Director to execute a contract and associated disbursements with Henriksen Butler Design LLC in the Not to Exceed (NTE) amount of \$869,000 through the Utah State Contracts MA145 and MA385.

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**BACKGROUND:**

In June 2018, UTA released a request for procurement (RFP) for the construction of the Depot District Clean Fuels Technology Center. This facility will replace the existing aging and undersized Central bus facility and will house up to 150 alternative and standard fuel buses with the ability to expand to 250 buses in the future. Furniture was planned to be owner provided for the new building.

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**DISCUSSION:**

This contract is to provide and install furniture for the new Depot District building. Henricksen Butler Design LLC is contracted with the State of Utah for office furniture. This is for a contract not to exceed amount of \$869,000. There are two separate state contracts and the items on the attached purchase order will be purchased using both contracts. Items not covered on one of the state contracts will be purchased on a separate procurement.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Henriksen Butler Design LLC
<b>Contract Number:</b>	State Contract MA145 and MA385 UTA PO 223633
<b>Base Contract Effective Dates:</b>	November 9, 2022 - March 14, 2023
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	NTE \$869,000
<b>Procurement Method:</b>	State Contract
<b>Budget Authority:</b>	UTA Capital Budget, MSP102 for the Depot District

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**ALTERNATIVES:**

Do not procure office furniture for the new Depot District Building

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**FISCAL IMPACT:**

This project is included in the 5-year Capital Plan. This contract adds \$869,000 to the total Depot District project. Sufficient funds remain in the project budget to cover the cost of this contract.

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**ATTACHMENTS:**

PO 223633

**HENRIKSEN BUTLER DESIGN LLC**  
**249 SOUTH 400 EAST**  
**SALT LAKE CITY UT 84111**



PURCHASE ORDER NUMBER <b>OG</b>		<b>223633</b>
PO Number Must Appear On All Invoices And Shipments		
VENDOR NUMBER	PO DATE	
1104273	10/6/2022	
ORDER TAKEN BY	FOB	
	*	
BUYER	PAGE NUMBER	
Motes, Brian	1 of 1	

SEND INVOICE TO:	SHIP TO:
AP@RIDEUTA.COM	ATTENTION: RECEIVING
669 W 200 S	3600 S 700 W
SLC, UT 84101	Salt Lake City UT 84119

**Utah Transit Authority**

*An Equal Opportunity Employer*

**801-287-3008**

**www.rideuta.com**

Confirmation: Do not Duplicate

**Utah Transit Authority Is Tax Exempt**

Total PO Value: 869,000.00

Ship as soon as possible. Early Shipments Allowed

Motes, Brian

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00011084	10/6/22	EA	40-3102.68912	Depot District Furniture State Contract MA145 and MA385	.0000	869,000.00

**State of Utah Contract Number: MA145 and MA385 Contract# 22-03633BM for the Depot District Furniture.**

**This Contract/PO is a Not to Exceed Amount. See the attached Hendricksen Butler in Exhibit A below of this PO.**

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

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


**Utah Transit Authority**

**Signature**  
**Name**  
**Title**  
**Date**

**Utah Transit Authority**

**Signature**  
**Name**  
**Title**  
**Date**

**Hendricksen Butler**

**Signature**   
**Name** Russell Rowberry  
**Title** Controller  
**Date** 10.19.22

**Utah Transit Authority**

**Signature**  
**Name**  
**Title**  
**Date**

**Utah Transit Authority**

**Signature**   
**Name** Mike Bell  
**Title** UTA Legal Counsel  
**Date** 10/19/2022

**Hendricksen Butler**

**Signature**  
**Name**  
**Title**  
**Date**

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at [https://rideuta.com/-/media/Files/Home/Terms\\_Conditions\\_UTAGeneralStandard7821.ashx](https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx). Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Order shall be deemed accepted by Vendor without the additional or different terms).

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

# Exhibit A Henricksen Butler Pricing



## Utah Transit Authority Furniture RFP - Bid Spreadsheet Tab 1 of 3 - Level 1

	Qty	GOOD	BETTER	BEST	Contracts Used:
<b>Level 1   Lobby 1018</b>					
Armchairs	4	NOF COLLETTE \$1622.92	CAROLINA EVERGREEN \$1442.88	MK SM1 LOUNGE CHAIR \$3626.63	MA145
Occasional Table	1	NOF TESSERA \$948.74	OFS SPUN \$921.12	MK EAMES COFFEE \$796.68	MA385
Sub-Total		<b>\$7,440.42</b>	<b>\$4,692.64</b>	<b>\$16,303.20</b>	Off Contract
<b>Level 1   Storage 104 and Lost &amp; Found 107</b>					
Industrial Shelving	8	GLOBAL INDUSTRIAL \$249.73	GLOBAL INDUSTRIAL \$249.73	GLOBAL INDUSTRIAL \$249.73	
Sub-Total		<b>\$1,997.84</b>	<b>\$1,997.84</b>	<b>\$1,997.84</b>	
<b>Level 1   Nursing Room 112</b>					
Lounge Chair	1	PRINCE NOF \$1434.68	OFS LONA \$1777.44	HM STRAD \$2140	
Ottoman	1	FRINGE MABEL \$413.73	OFS MADRID \$919.68	HM STRAD \$700.82	
Side Table	1	NOF MARNIA \$457.27	OFS ROC \$382.72	HM PLEX \$385.32	
Full Length Mirror	1	GLOBAL INDUSTRIAL \$188.61	GLOBAL INDUSTRIAL \$188.61	GLOBAL INDUSTRIAL \$188.61	
Sub-Total		<b>\$2,674.29</b>	<b>\$4,188.25</b>	<b>\$3,421.93</b>	
<b>Level 1   TV Alcove 115</b>					
Lounge Chairs	6	NOF FRINGE \$1434.68	LATBOY 350 SERIES \$1524.50	CAROLINA KNACK \$1737.60	
High-Top Rectangular Table	1	NOF STRASSA \$3018.44	OFS KINTRA \$2628.48	MK HEADWAY \$1829.95	
Bar stools	14	NOF TAG \$486.39	OFS HARPIN \$503.44	NAUGHTONE VIV \$975.85	
Lounge Sofa	2	NOF FRINGE \$3289	OFS HEYA \$5185.44	NAUGHTONE PULLMAN \$4831.66	
Rectangular Occasional Table	1	GLOBAL WIND LINEAR \$675.90	NOF MARNIA \$883.33	MK EAMES COFFEE \$759.78	
Sub-Total		<b>\$23,926.47</b>	<b>\$29,027.77</b>	<b>\$30,649.61</b>	
<b>Level 1   Computer Alcove 116</b>					
Task Chairs	6	NOF FERCE \$329.75	OFS PRET \$498.24	HMI COSM \$787.23	
Sub-Total		<b>\$1,978.50</b>	<b>\$2,989.44</b>	<b>\$4,723.38</b>	
<b>Level 1   Quiet Room 117</b>					
Lounge Chairs	5	NOF FRINGE \$1841.41	LATBOY 350 SERIES \$1524.50	CAROLINA KNACK \$1737.60	
Side Tables	3	NOF MARNIA 657.27	OFS ROC \$382.72	HM PLEX \$385.32	
Sub-Total		<b>\$11,178.86</b>	<b>\$9,370.62</b>	<b>\$12,075.96</b>	
<b>Level 1   Train Drivers Room 121</b>					
42" Round Tables	4	GLOBAL SWAP \$209.25	NOF UNIVERSAL \$293.26	HM EVERYWHERE \$555.63	
60" Round Tables	2	GLOBAL SWAP \$308.70	NOF UNIVERSAL \$627.90	HM EVERYWHERE \$546.77	
Nesting Chairs	14	GLOBAL SPRITZ \$332.10	NOF JIMINY \$426.31	OFS FLEXXY \$593.28	
Football Table	1	AMAZON SPORT SQUAD \$499.94	AMAZON KICK TRIUMPH \$812.44	AMAZON BILARES \$2000	
Billiards Table	1	AMAZON SPRINGDALE 90" \$1449.99	AMAZON BARRINGTON 96" \$3749.99	AMAZON BARRINGTON 100" \$4499.99	
Sub-Total		<b>\$16,725.23</b>	<b>\$21,581.93</b>	<b>\$38,295.41</b>	
<b>Level 1   Supervisors 122</b>					
Workstations	6	HM CANVAS WALL \$16,136.18	HM CANVAS WALL \$21,533.56	HM CANVAS WALL \$27,432.32	
Guest Chairs	2	GLOBAL SPRITZ \$301.95	NOF JIMINY \$426.31	OFS FLEXXY \$593.28	
Sub-Total		<b>\$18,718.58</b>	<b>\$21,533.56</b>	<b>\$29,466.56</b>	
<b>Level 1   Scheduling 125</b>					
Office Furniture	1	HM CANVAS WALL \$4344.61	HM CANVAS WALL \$5,620.63	HM CANVAS WALL \$6352.35	
Guest Chair	1	GLOBAL SPRITZ \$301.95	NOF JIMINY \$426.31	OFS FLEXXY \$593.28	
Sub-Total		<b>\$4,646.56</b>	<b>\$5,620.63</b>	<b>\$6,445.63</b>	
<b>Level 1   Dispatch 126</b>					
Workstations	3	HM CANVAS WALL \$11,264.70	HM CANVAS WALL \$13,121.54	HM CANVAS WALL \$17,906.31	
Task Stools	2	GLOBAL SOLAR \$577.80	OFS PRET \$589.92	HM COSM \$787.23	
Guest Chairs	2	GLOBAL SPRITZ \$301.95	NOF JIMINY \$426.31	OFS FLEXXY \$593.28	
Sub-Total		<b>\$14,013.45</b>	<b>\$16,648.72</b>	<b>\$19,940.55</b>	
<b>Level 1   Service Delivery Manager 127</b>					
Office Furniture	1	HM CANVAS WALL \$3580.81	HM CANVAS WALL \$3606.72	HM CANVAS WALL \$5644.68	
Guest Chairs	2	GLOBAL SPRITZ \$301.95	NOF JIMINY \$426.31	OFS FLEXXY \$593.28	
Sub-Total		<b>\$4,184.71</b>	<b>\$4,957.58</b>	<b>\$7,478.22</b>	
<b>Level 1   Training Supervisors &amp; Computer Tech 129</b>					
Workstations	3	HM CANVAS WALL \$9795.61	HM CANVAS WALL \$9790.63	HM CANVAS WALL \$14,782.35	
Guest Chairs	2	GLOBAL SPRITZ \$301.95	NOF JIMINY \$426.31	OFS FLEXXY \$593.28	
Sub-Total		<b>\$10,399.51</b>	<b>\$12,137.97</b>	<b>\$16,816.59</b>	
<b>Level 1   Computer Training 130</b>					
Tables	6	GLOBAL PRINCETON \$1052.82	NOF STRASSA \$2635.30	HM EVERYWHERE \$576.85	
Chairs	12	GLOBAL SPRITZ \$301.95	NOF JIMINY \$426.31	OFS FLEXXY \$593.28	
Podium	1	GLOBAL DRA \$375.75	NOF DELUXE \$2977.50	OFS MEETING TABLE \$1863.84	
Sub-Total		<b>\$9,300.42</b>	<b>\$27,426.95</b>	<b>\$19,962.17</b>	
<b>Level 1   Lunch/Kitchen 131</b>					
Round Tables	8	GLOBAL SWAP \$833.40	NOF UNIVERSAL \$735.59	HM EVERYWHERE \$555.63	
Chairs	32	GLOBAL SPRITZ \$301.95	NOF JIMINY \$408.96	OFS FLEXXY \$593.28	
Sub-Total		<b>\$16,329.40</b>	<b>\$18,971.44</b>	<b>\$36,992.88</b>	
<b>Level 1   Training Room 136</b>					
Tables	12	GLOBAL PRINCETON \$1052.82	NOF STRASSA \$2635.30	HM EVERYWHERE \$673.72	
Chairs	24	GLOBAL SPRITZ \$301.95	NOF JIMINY \$426.31	OFS FLEXXY \$593.28	
Podium	1	GLOBAL DRA \$375.75	NOF DELUXE \$2977.50	OFS MEETING TABLE \$1863.84	
Sub-Total		<b>\$18,811.84</b>	<b>\$55,163.26</b>	<b>\$38,110.78</b>	
<b>Level 1   Training Room 137</b>					
Tables	11	OFS APPLAUSE \$617.32	MK PIXEL \$1889.83	HM EVERYWHERE \$505.93	
Chairs	22	GLOBAL SPRITZ \$301.95	NOF JIMINY \$426.31	OFS FLEXXY \$593.28	
Sub-Total		<b>\$11,758.78</b>	<b>\$27,827.75</b>	<b>\$34,225.89</b>	
<b>Level 1   Break Room 140</b>					
Round Tables	2	GLOBAL SWAP \$512.55	NOF UNIVERSAL \$586.51	HM EVERYWHERE \$505.93	
Chairs	6	GLOBAL SPRITZ \$301.95	NOF JIMINY \$426.31	OFS FLEXXY \$593.28	
Sub-Total		<b>\$2,836.80</b>	<b>\$3,714.86</b>	<b>\$7,114.58</b>	
<b>Level 1   Library 151</b>					
Task Chairs	2	NOF FERCE \$329.75	OFS PRET \$498.24	HMI COSM \$787.23	
Sub-Total		<b>\$659.50</b>	<b>\$996.48</b>	<b>\$1,574.46</b>	
<b>Level 1   Supervisor Workstation 153A</b>					
Task Chairs	8	NOF FERCE \$329.75	OFS PRET \$498.24	HMI COSM \$787.23	
Slat Wall	8	NOF SLAT WALL \$226.06	HM SURFACE ATTACHED TOOL RAIL \$283.04	HM CANVAS WALL RAIL TILE \$107.90	
B&F	8	HM TU METAL \$246.38	HM TU METAL \$331.27	HM MERIDIAN 409.19	
Power Modules	8	NOF ASHLEY DUO	OFS PS-62W	HM LOGIC	
Sub-Total		<b>\$7,242.48</b>	<b>\$9,381.68</b>	<b>\$10,434.56</b>	
<b>Level 1   Offices 154, 156 &amp; 157</b>					
Office Furniture	3	HM CANVAS WALL \$3300.91	HM CANVAS WALL \$3624.79	HM CANVAS WALL \$5558.20	
Guest Chairs	6	GLOBAL SPRITZ \$301.95	NOF JIMINY \$426.31	OFS FLEXXY \$593.28	
Sub-Total		<b>\$12,671.88</b>	<b>\$14,990.51</b>	<b>\$22,718.34</b>	
<b>Level 1   Conference 158</b>					
Conference Table	1	NOF TAVNER \$7937.47	OFS INTERMIX \$3125.76	HM HEADWAY \$3579.48	
Chairs Around the Table	12	NOF FERCE \$329.75	OFS PRET \$498.24	HM COSM \$787.23	
Chairs Around the Perimeter	7	GLOBAL SPRITZ \$309.95	NOF JIMINY \$426.31	OFS FLEXXY \$593.28	
Sub-Total		<b>\$10,811.18</b>	<b>\$6,349.45</b>	<b>\$11,605.38</b>	
<b>Level 1   Manager of Vehicle Performance 159</b>					
Office Furniture	1	OFS STAKS	HM CANVAS WALL \$6244.91	HM CANVAS WALL \$8992.52	
Round Table	1	GLOBAL SWAP \$833.40	NOF UNIVERSAL \$735.59	HM EVERYWHERE \$555.63	
Guest Chairs	4	GLOBAL SPRITZ \$301.95	NOF JIMINY \$426.31	OFS FLEXXY \$593.28	
Sub-Total		<b>\$7,414.05</b>	<b>\$9,183.98</b>	<b>\$11,026.76</b>	
<b>Level 1   Shop Supervisors 160</b>					
Task Stools	3	GLOBAL SOLAR \$577.80	OFS PRET \$589.92	HM COSM \$787.23	
B&F	3	HM TU METAL \$246.38	HM TU METAL \$335.49	HM MERIDIAN \$409.19	
Lateral File	1	HM TU METAL \$787.22	HM TU METAL \$1120.48	HM MERIDIAN \$641.73	
Sub-Total		<b>\$3,259.76</b>	<b>\$3,950.71</b>	<b>\$5,051.45</b>	
<b>Level 1   Parts Counter 164</b>					
Task Stools	2	GLOBAL SOLAR \$577.80	OFS PRET \$589.92	HM COSM \$787.23	
Sub-Total		<b>\$1,155.60</b>	<b>\$1,179.84</b>	<b>\$1,883.82</b>	
<b>Level 1   Parts Clerk 167</b>					
Workstations	4	HM CANVAS WALL \$10,712.33	HM CANVAS WALL \$15,004.09	HM CANVAS WALL \$20,765.92	
Standing Height Metal Workbench	4	AMAZON HALLY 30x60 \$392.49	AMAZON AMGOOD 72x30 \$712.14	GLOBAL INDUSTRIAL 72x30 \$1170	
B&F Mobile	4	HM TU METAL \$266.61	HM TU METAL \$353.49	HM MERIDIAN \$425.29	
Sub-Total		<b>\$16,429.97</b>	<b>\$15,004.09</b>	<b>\$20,765.92</b>	
<b>Level 1   Repair Boys</b>					
Standing Height Metal Desk		AMAZON HALLY 30x60 \$392.49	AMAZON AMGOOD 72x30 \$712.44	GLOBAL INDUSTRIAL 72x30 \$1170	
Task Stools		GLOBAL SOLAR \$577.80	OFS PRET \$498.24	HM COSM \$941.91	
Sub-Total		<b>\$15,524.44</b>	<b>\$20,837.76</b>	<b>\$33,790.56</b>	
Level 1 Sub-Total		<b>\$252,111.12</b>	<b>\$361,725.75</b>	<b>\$445,272.43</b>	



**Utah Transit Authority**  
Furniture RFP - Bid Spreadsheet  
Tab 2 of 3 - **Level 2**

	Qty	GOOD	BETTER	BEST	
<b>Level 2   Large Conference Room 201</b>					
Conference Table		NOF TARVER \$6616.26	OFS APTOS \$2806.08	HM HEADWAY	Contracts Used:
Chairs @ Table		NOF FIERCE \$329.75	OFS PRET \$498.24	HMI COSM \$787.23	MA145
Chairs @ Perimeter		GLOBAL SPRITZ \$301.95	NOF JIMINY \$426.31	OFS FLEXXY \$593.28	MA385
<b>Sub-Total</b>	<b>0</b>	<b>\$15,862.57</b>	<b>\$15,419.13</b>	<b>\$28,682.11</b>	<b>Off Contract</b>
<b>Level 2   Offices 202, 205, 210, 211, 216, 218, 219</b>					
Office Furniture		HM CANVAS WALL \$3810.78	HM CANVAS WALL \$3837.29	HM CANVAS WALL \$5862.62	
Guest Chairs		GLOBAL SPRITZ \$301.95	NOF JIMINY \$426.31	OFS FLEXXY \$593.28	
<b>Sub-Total</b>	<b>0</b>	<b>\$27,368.72</b>	<b>\$33,209.90</b>	<b>\$55,767.34</b>	
<b>Level 2   Service Planners 203</b>					
Workstations		HM CANVAS WALL \$10,718.34	HM CANVAS WALL \$10,934.43	HM CANVAS WALL \$16,999.78	
Round Table		GLOBAL SWAP \$833.40	NOF UNIVERSAL \$735.59	HM EVERYWHERE \$555.63	
Guest Chairs		GLOBAL SPRITZ \$301.95	NOF JIMINY \$426.31	OFS FLEXXY \$593.28	
Lateral File		HM TU METAL \$723.88	HM TU METAL \$1067	HM MERIDIAN \$872.04	
<b>Sub-Total</b>	<b>0</b>	<b>\$12,759.54</b>	<b>\$16,796.74</b>	<b>\$21,012.58</b>	
<b>Level 2   Manager of Service Planning 204</b>					
Office Furniture		HM CANVAS WALL \$4449.61	HM CANVAS WALL \$4563.96	HM CANVAS WALL \$6883.77	
Guest Chairs		GLOBAL SPRITZ \$301.95	NOF JIMINY \$426.31	OFS FLEXXY \$593.28	
Round Table		GLOBAL SWAP \$512.55	NOF UNIVERSAL \$586.51	HM EVERYWHERE \$505.93	
<b>Sub-Total</b>	<b>0</b>	<b>\$5,868.01</b>	<b>\$7,728.21</b>	<b>\$9,893.37</b>	
<b>Level 2   Specialist 212</b>					
Loveseat		GLOBAL WIND \$1492.20	NOF COLLETTE \$2428.37	MK BEVEL \$5052.49	
Recliner		NOF FRINGE \$1291.39	LATBOY 360 SERIES \$1524.50	CAROLINA KNACK \$	
Laptop Tables		NOF UNIVERSAL \$594.52	OFS HERA \$712.80	HM FLEX \$385.32	
Occasional Table		NOF TESSERA \$797	OFS SPIN \$835.20	MK EAMES COFFEE \$796.68	
Table Lamp		GLOBAL REVO	NOF ELEMENT	HM TONE	
Chairs		GLOBAL SPRITZ \$301.95	NOF JIMINY \$426.31	OFS FLEXXY \$593.28	
<b>Sub-Total</b>	<b>0</b>	<b>\$6,577.26</b>	<b>\$7,901.49</b>	<b>\$11,108.29</b>	
<b>Level 2   Regional General Manager 213</b>					
Office Furniture		HM CANVAS WALL \$4982.64	HM CANVAS WALL \$8332.21	HM CANVAS WALL \$8937.44	
Guest Chairs		GLOBAL STREAM \$394.20	NOF GRIN \$480.16	OFS HARPIN \$615.36	
Round Table		GLOBAL SWAP \$512.55	NOF UNIVERSAL \$586.51	HM EVERYWHERE \$555.63	
Lateral Files		HM TU METAL \$595.55	HM TU METAL \$872.44	HM MERIDIAN \$872.04	
<b>Sub-Total</b>	<b>0</b>	<b>\$9,401.74</b>	<b>\$11,337.60</b>	<b>\$11,398.86</b>	
<b>Level 2   Small Conference 214</b>					
Conference Table		NOF TARVER \$4344.09	OFS APTOS \$2806.08	HM HEADWAY \$2198.47	
Chairs @ Table		NOF FIERCE \$329.75	OFS PRET \$498.24	HMI COSM \$787.23	
Lounge Chairs		NOF COLLETTE \$1622.92	CAROLINA EVERGREEN \$1442.88	MK SM1 LOUNGE CHAIR \$2814.38	
Occasional Table		NOF TESSERA \$948.74	OFS SPIN \$835.20	MK EAMES COFFEE \$796.68	
<b>Sub-Total</b>	<b>0</b>	<b>\$11,176.67</b>	<b>\$9,485.76</b>	<b>\$14,921.75</b>	
<b>Level 2   Regional General Manager 215</b>					
Office Furniture		HM CANVAS WALL \$6827.53	HM CANVAS WALL \$7111.25	HM CANVAS WALL \$12,535	
Guest Chairs		GLOBAL STREAM \$394.20	NOF GRIN \$480.16	OFS HARPIN \$615.36	
Round Table		GLOBAL SWAP \$512.55	NOF UNIVERSAL \$586.51	HM EVERYWHERE \$555.63	
Lateral Files		HM TU METAL \$872.44	HM TU METAL \$872.44	HM MERIDIAN \$872.04	
<b>Sub-Total</b>	<b>0</b>	<b>\$9,246.63</b>	<b>\$10,116.64</b>	<b>\$12,535.00</b>	
<b>Level 2   Operations Planners &amp; Planner Tech 217</b>					
Workstations		HM CANVAS WALL \$12,897.41	HM CANVAS WALL \$14,663.49	HM CANVAS WALL \$20,282.03	
<b>Sub-Total</b>	<b>0</b>	<b>\$12,897.41</b>	<b>\$14,663.49</b>	<b>\$20,282.03</b>	
<b>Level 2   Senior Marketing Reps 220</b>					
Workstations		HM CANVAS WALL \$13,945.80	HM CANVAS WALL \$15,141.24	HM CANVAS WALL \$24,111.38	
Round Table		GLOBAL SWAP \$512.55	NOF UNIVERSAL \$586.51	HM EVERYWHERE \$555.63	
Guest Chairs		GLOBAL SPRITZ \$301.95	NOF JIMINY \$426.31	OFS FLEXXY \$593.28	
<b>Sub-Total</b>	<b>0</b>	<b>\$17,314.90</b>	<b>\$22,345.99</b>	<b>\$28,124.18</b>	
<b>Level 2   Customer Service &amp; Schedulers 255 and Lounge 222</b>					
Armchairs		NOF COLLETTE \$1622.92	CAROLINA EVERGREEN \$1442.88	MK SM1 LOUNGE CHAIR \$2814.38	
Occasional Tables		NOF TESSERA \$948.74	OFS SPIN \$835.20	MK EAMES COFFEE \$796.68	
<b>Sub-Total</b>	<b>0</b>	<b>\$14,880.84</b>	<b>\$13,385.28</b>	<b>\$24,108.40</b>	
<b>Level 2   Roof Court 231</b>					
Rectangular Picnic Tables		GLOBAL INDUSTRIAL \$1317.15	GLOBAL INDUSTRIAL \$1317.15	GLOBAL INDUSTRIAL \$1317.15	
Round Picnic Tables		GLOBAL INDUSTRIAL \$1659	GLOBAL INDUSTRIAL \$1659	GLOBAL INDUSTRIAL \$1659	
<b>Sub-Total</b>	<b>0</b>	<b>\$17,481.10</b>	<b>\$17,481.10</b>	<b>\$17,481.10</b>	
<b>Level 2   Central United 244</b>					
Tables		OFS APPLAUSE 207.41	MK PIXEL \$1130.90	HM EVERYWHERE \$555.63	
Chairs		GLOBAL FLAP \$372.60	CAROLINA WAREN \$163.20	MK AXA \$420.55	
Podium		GLOBAL ZIRA \$578.84	NOF DELUXE 2977.50	OFS MEETING TABLE \$1863.84	
<b>Sub-Total</b>	<b>0</b>	<b>\$60,211.44</b>	<b>\$135,955.55</b>	<b>\$198,112.83</b>	
<b>Level 2   Parts Mezzanine 240</b>					
Workstation		HM CANVAS WALL \$3362.30	HM CANVAS WALL	HM CANVAS WALL \$5544.27	
<b>Sub-Total</b>	<b>0</b>	<b>\$3,692.05</b>	<b>\$3,640.38</b>	<b>\$5,544.27</b>	
<b>Level 2   Accessories</b>					
Bulletin Boards					
Glass Boards		CLARUS \$978.91	CLARUS \$978.91	CLARUS \$978.91	
<b>Sub-Total</b>	<b>0</b>	<b>\$11,746.92</b>	<b>\$11,746.92</b>	<b>\$11,746.92</b>	
<b>Level 1 Sub-Total</b>		<b>\$219,908.54</b>	<b>\$331,434.18</b>	<b>\$470,719.05</b>	



**Utah Transit Authority**  
**Furniture RFP - Bid Spreadsheet**  
 Tab 3 of 3 - **Grand Totals**

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	GOOD	BETTER	BEST	
<b>Furniture</b>				Contracts Used:
Level 1 Sub-Total	\$252,111.12	\$351,725.75	\$445,272.43	MA145
Level 2 Sub-Total	\$219,908.54	\$331,434.18	\$470,719.05	MA385
<b>Furniture Sub-Total</b>	<b>\$472,019.66</b>	<b>\$683,159.93</b>	<b>\$915,991.48</b>	Off Contract
<b>Additional Fees &amp; Services</b>				
Estimated Sales Tax	0.00	0.00	0.00	
Estimated Installation	86,649.00	86,649.00	86,649.00	
Estimated Freight	8,582.59	19,300.40	18,408.14	
Estimated Design and Technical Services	5,560.00	5,560.00	5,560.00	
<b>Additional Fees &amp; Services Sub-Total</b>	<b>\$100,791.59</b>	<b>\$111,509.40</b>	<b>\$110,617.14</b>	
<b>GRAND TOTAL</b>	<b>\$572,811.25</b>	<b>\$794,669.33</b>	<b>\$1,026,608.62</b>	



## Exhibit B

### Insurance and Indemnifications

#### 1. INSURANCE REQUIREMENTS

##### Standard Insurance Requirements

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

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

##### 1. Commercial General Liability – Occurrence Form

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

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

##### 2. Automobile Liability

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

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

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

the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to [insurancecerts@rideuta.com](mailto: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](mailto: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 subcontractors. Utah Transit Authority must be scheduled as an additional insured on any subcontractor 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. **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 Indemnatee, 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.

## 3. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such

expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

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

## Exhibit C

### 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 Contractor and its Subcontractors when applicable.

<b>Sec.</b>	<b>Contract Clause</b>	<b>Applicability to Type of Contract</b>
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 contractors, who are responsible for ensuring that lower tier contractors and sub-contractors are in compliance.

**Fly America** - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 - 301-10.143, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## 2. BUY AMERICA REQUIREMENTS

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

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

**49 CFR Part 661**

**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).

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**Flow down Requirements:** The Buy America requirements flow down to first tier Consultant, who are responsible for ensuring that lower tier contractors and sub-contractors are in compliance. **Buy America** - The Contractor agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 CFR Part 661, and FAST Act (Pub. L. 114-94) which provide that Federal fund may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and was amended by Section 3011 of the FAST Act (Pub. L. 114-94). Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content for FY16 & FY17; sixty-five percent (65%) domestic content for FY18 & FY19; and seventy percent (70%) domestic content for FY20 & beyond.

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

**EXCEPTION SPECIFIC TO THIS PROCUREMENT:** UTA is seeking Buy America compliant [bids/proposals] 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/proposal] being deemed non-responsive. The requirement for the proposal 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 Contractors.

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

### 4. SCHOOL BUS REQUIREMENTS

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

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

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

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



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## 5. CARGO PREFERENCE REQUIREMENTS

### 46 U.S.C. 55305

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

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

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

**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;

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

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

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

(e) Security of Government-Impelled Cargo. -

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

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

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

## 6. SEISMIC SAFETY REQUIREMENTS

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

**Applicability to Contracts:** The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

**Flow down Requirements:** The Seismic Safety requirements flow down from UTA to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all sub-contractors.

**Seismic Safety** - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a sub-contractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The contractor will facilitate and follow Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. 7704 note, except as the Federal Government determines otherwise in writing.

## 7. SPECIAL DOL EQUAL EMPLOYMENT CLAUSE

### 41 CFR Part 60

See Section 25 – Contract Clause Civil Rights Requirements

## 8. ENERGY CONSERVATION REQUIREMENTS

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

**Applicability to Contracts:** The Energy Conservation requirements are applicable to all contracts.

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**Flow down Requirements:** The Energy Conservation requirements extend to all third-party contractors and their contracts at every tier and, sub-recipients and their sub-agreements at every tier.

**Energy Conservation** - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

## 9. CLEAN WATER REQUIREMENTS

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

**Applicability to Contracts:** The Clean Water requirements apply to each contract and subcontract which exceeds \$150,000.

**Flow down Requirements:** The Clean Water Act requirements flow down to UTA third party contractors and their contracts at every tier, and sub-recipients and their sub-agreements at every tier.

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

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

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

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

## 10. BUS TESTING

### 49 U.S.C. 5318(e)

### 49 U.S.C. 5323(c)

### 49 CFR Part 665

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

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

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

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

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change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

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

**49 U.S.C. 5323**

**49 C.F.R. 661.12**

**49 CFR Part 663**

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

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

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

A Buy America certification under this part shall be issued in addition to any certification which may be required by part 661 of this title. Nothing in this part precludes FTA from conducting a Buy America investigation under part 661 of this title "**Pre-Award and Post-Delivery Audit Requirements**" - The Contractor agrees to comply with "Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

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

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

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

## 12. LOBBYING

**31 U.S.C. 1352**

**49 CFR Part 19**

**49 CFR Part 20**

**Applicability to Contracts:** The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

**Flow Down Requirements** the Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in



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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 tier up to UTA.

### 13. ACCESS TO RECORDS AND REPORTS

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

**Applicability to Contracts:** Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section.

**Flow down Requirements** FTA does not require the inclusion of these requirements in subcontracts.

**Access to Records** - The following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide UTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Consultant's

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

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

- (2) Where UTA or a sub-grantee of UTA in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to UTA, the Secretary of

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Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

- (3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until UTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
- (5) FTA does not require the inclusion of these requirements in subcontracts.
- (6) Requirements for Access to Records and Reports by Types of Contract Sources of Authority: <sup>1</sup> 18 CFR 18.36 (i)

#### 14. FEDERAL CHANGES

##### 49 CFR Part 18

**Applicability to Contracts:** The Federal Changes requirement applies to all contracts.

**Flow down Requirements:** The Federal Changes requirement flows down appropriately to each applicable changed requirement.

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

#### 15. BONDING REQUIREMENTS

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

#### 16. CLEAN AIR

##### 42 U.S.C. 7401 – 7601(q)

##### 40 CFR 15.61

##### 49 CFR Part 18

**Applicability to Contracts:** The Clean Air requirements apply to all contracts exceeding \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year.

**Flow down Requirements:** The Clean Air requirements flow down to all subcontracts which exceed \$150,000.

**Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7601(q) et seq. The Contractor agrees to report each violation to UTA and understands and agrees that UTA, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

#### 17. RECYCLED PRODUCTS

##### 42 U.S.C. 6962

##### 40 CFR Part 247

##### Executive Order 12873

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**Applicability to Contracts:** The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Contractor procures \$10,000 or more of one (1) of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds.

**Flow down Requirements:** These requirements flow down to all contractor and sub-contractor tiers.

**Recovered Materials** - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

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

**49 U.S.C. 5333**

**40 U.S.C. 3141 – 3144**

**40 U.S.C. 3146 – 3147**

**18 U.S.C. 874**

**40 U.S.C. 3145**

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

**Flow down Requirements:** Applies to third party contractors and sub-contractors

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

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

(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

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in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.

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

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

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

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

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

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.



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

(C) In the event the consultant, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination 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)(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 contractor under this contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, UTA may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to UTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock

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Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all sub-contractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or sub-contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

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

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

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

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

(iii) The contractor or sub-contractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or sub-contractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(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 contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant's or Sub-consultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor

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determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

**(10) Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or Contractor who has an interest in the consultant's Contractor is a person or



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Contractor ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

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

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

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

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

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

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or sub-contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or sub-contractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the

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Department of Labor, and the contractor or sub-contractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

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 non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12) **Flow down Requirements:** Applies to third party contractors and sub-contractors.

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

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

(3) **Withholding for unpaid wages and liquidated damages** - UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such

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contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

## **20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

**Applicability to Contracts:** Applicable to all contracts.

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

### **No Obligation by the Federal Government.**

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

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

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

**31 U.S.C. 3801 et seq.**

**49 CFR Part 31**

**18 U.S.C. 1001**

**49 U.S.C. 5307**

**Applicability to Contracts:** These requirements are applicable to all contracts.

**Flow down Requirements:** These requirements flow down to contractors and sub-contractors who make, present, or submit covered claims and statements.

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

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

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

## 22. TERMINATION

### 49 CFR Part 18 FTA Circular 4220.1F

**Applicability to Contracts:** These requirements are applicable to all contracts over \$100,000.

**Flow down Requirements:** These requirements flow down to contractors and sub-contractors over \$100,000.

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

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

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

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



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

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

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

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

**49 CFR 18**

**2 CFR 1200**

**2 CFR 180**

**Executive Orders 12549 and 12689**

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

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CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180). This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

These provisions apply to all UTA contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and sub-contractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. Grantees, contractors, and sub-contractors who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

**Flow down Requirements:** These requirements flow down to contractors and sub-contractors at all levels.

**Suspension and Debarment:** This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the contractor is required to verify that none of the consultant, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.

The contractor is required to comply with 2 CFR 1200 and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined that the Firm knowingly rendered an erroneous certification, in addition to remedies available to UTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Firm agrees to comply with the requirements 2 CFR 180 while this offer is valid and throughout the period of any contract that may arise from this offer. The Firm further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 24. PRIVACY ACT

### 5 U.S.C. 552

**Applicability to Contracts:** When UTA maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

**Flow down Requirements:** The Federal Privacy Act requirements flow down to each third-party contractor and their contracts at every tier.

**Contracts Involving Federal Privacy Act Requirements:** The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor, or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

## 25. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

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

1. The Contractor will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:
  - i. 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C. § 12132, 49 U.S.C. § 5307 (c)(1)(D)(ii), 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112, 49 U.S.C. § 5325 (k). Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.
2. The Civil Rights requirements flow down to all third-party sub-contractors and their subcontracts at every tier.
3. The following requirements apply to a contract awarded as a result of this solicitation:
  - i. Nondiscrimination - In accordance with U.S. Department of Transportation (DOT) regulations at 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C. § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients.", DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005), the Contractor agrees that it will comply with the identified Federal laws and regulations, pertaining to UTA programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements that DOT or FTA may issue, and any other applicable Federal and State of Utah statutes and/or regulations that may be signed into law or promulgated.
  - ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:
    - a) Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 49 U.S.C. § 5332, FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients", and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, including "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin,

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sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.

- b) Sex – The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1975, as amended, 20 U.S.C. § 1681, and 49 CFR part 25. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.
  - c) Age - The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, 45 CFR part 90, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, and Equal Employment Opportunity Commission (EEOC) implementing regulations 29 CFR part 1625. In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.
  - d) Disabilities - The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d), 36 CFR part 1194, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, 49 CFR parts 27, 37, 38, and 39, and FTA Circular 4710.1, "Americans with Disabilities Act: Guidance". In addition, the Contractor agrees to comply with any implementing requirements that DOT, or FTA may issue.
4. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **26. ADA ACCESS REQUIREMENTS**

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

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

## **27. BREACHES AND DISPUTE RESOLUTION**

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

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

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

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



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

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

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

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

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

## 28. PATENT AND RIGHTS IN DATA

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

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

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

#### CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

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

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

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

(a) Except for its own internal use, UTA or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may UTA or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released

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or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

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

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

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

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

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

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

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

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

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U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**B. Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, UTA and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

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

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

## **29. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**

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

**Applicability to Contracts:** The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

**Flow down Requirements:** These provisions are applicable to all contracts and subcontracts at every tier.

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to UTA's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with



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the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

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

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

### **30. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

#### **49 CFR Part 26**

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

1. UTA encourages DBE participation in this solicitation. In order to qualify as a DBE, a Contractor, or a Contractor's sub-contractor, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, UTA must comply, and ensure that it's Contractor(s) comply with 49 CFR Part 26 and Section 1101(b) of the Fixing America's Surface Transportation Act (FAST Act).
2. DBE Requirements/DBE Obligation:
  - i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.
  - ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between UTA and the U.S. DOT, UTA has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.
  - iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT, UTA will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Contractors are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.
  - iv. The Contractor, and any of its sub-contractors, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of UTA contracts. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Each subcontract the Contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
  - v. 1101(b) of the FAST Act extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. UTA and subrecipients (Contractor and its sub-contractors) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, UTA and sub-recipients (Contractor and its sub-contractors) of FTA funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

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### 3. DBE Financial Institutions

- i. The Contractor is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-contractors to make use of these institutions also.
- ii. A list of Minority Owned Banks is on the Federal Reserve website at <http://federalreserve.gov/releases/mob/current/default.htm>. The Federal Reserve website is updated periodically.
- iii. The Contractor is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

### 4. DBE Reporting and Certification

- i. Monthly reporting requires the submittal of a "Monthly Sub-contractor Payment Report", which is used by UTA to verify payments to DBE and non-DBE sub-contractors. When completing this form, the Contractor must designate DBE sub-contractors by placing an asterisk in front of their name. As Federal law requires that UTA have proof of payment to a DBE sub-contractor, the subcontractor must initial the form and verify payment received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of \$10 per day, per report.
- ii. In order for the Contractor to submit a properly executed "Monthly Sub-contractor Payment Report," the Contractor must verify that Sub-contractors DBE certification is current at time of payment.
- iii. Certified Contractors can be found at the UTAH UNIFIED CERTIFICATION PROGRAM (UUCP) DISADVANTAGED BUSINESS ENTERPRISE (dbe) DIRECTORY:  
<https://drive.google.com/file/d/1r6n4o9F14jFEqtlNICrFxfiAs9948ho/view>

### 5. DBE Contract Assurance (49 CFR 26.13)

- i. UTA does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. UTA takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. UTA's DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be incorporated by reference into the contract resulting from this solicitation.
- ii. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
  - a. Withholding monthly progress payments;
  - b. Assessing sanctions;
  - c. Liquidated damages; and/or
  - d. Disqualifying the Contractor from future bidding as non-responsible.

### 6. DBE Prompt Payment (49 CFR 26.29)

- i. Not later than ten (10) days after receipt of each progress payment from UTA, the successful Offeror shall pay to any sub-Contractor performing any work, the respective amounts allowed to the successful Offeror for work performed by the sub-Contractor, to the extent of each subcontractor's interest therein, unless otherwise agreed to in writing. In addition, for projects that

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invoice only at the completion of the project, within seven (7) days of the successful Offerors receipt of released retention from UTA upon completion of the project the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each sub-Contractors share of the retention received., For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by UTA, the successful Offeror shall pay each of its sub-Contractors from whom retention has been withheld, each subcontractor shares of the retention received.

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

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

#### Circular 4220.1F

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

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

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

### 32. DRUG AND ALCOHOL TESTING

**49 U.S.C. §5331**

**49 CFR Part 655**

**49 CFR Part 382**

**Applicability to Contracts:** The Drug and Alcohol testing provisions apply to Operational Service Contracts.

**Flow down Requirements:** Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 655 as amended by MAP-21, with certain exceptions for contracts involving maintenance services. Maintenance Contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance sub-contractors.

**Drug and Alcohol Testing:** The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before June 30 and to submit the Management Information System (MIS) reports before January 15 to UTA. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

### 33. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATIONS

**49 CFR Part 26**

49 CFR §26.49 Contractor must submit to UTA a certification from each transit vehicle manufactures those desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the

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requirements of 49 CFR §26.49. UTA may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goalsetting procedures.

#### **34. METRIC REQUIREMENTS**

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

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

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

##### **23 U.S.C. §502**

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

#### **36. CORRIDOR PRESERVATION**

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

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

#### **37. VETERANS EMPLOYMENT**

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

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

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

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

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

“Covered telecommunications equipment or services” is telecommunications or video surveillance equipment or services produced by:

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





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/9/2022

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Jared Scarbrough, Director of Capital Construction  
Jacob Wouden, Project Manager

**TITLE:**

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**Contract: Meadowbrook Building 3 Restroom Remodel (Slider Construction, Inc.)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve and authorize the Executive Director to execute contract 22-03630CG, and its associated disbursements, with Slider Construction in the amount of \$396,408.

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**BACKGROUND:**

The UTA Meadowbrook building was built in the mid 1970's and has been used as UTA's largest bus maintenance facility. This project will address the need to remodel the aging restroom/locker rooms to allow our employees to use up to date conditions for restrooms and changing rooms.

The request is to execute a construction contract related to this remodel. UTA completed and selected a Contractor through an Invitation to bid process (IFB). Slider Construction was selected based on being the responsive and responsible low bidder.

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**DISCUSSION:**

UTA staff request approval to enter into a contract with Slider Construction for the remodel services of Meadowbrook Building 3 restrooms. The contractor's submitted bid price is in line with UTA's Independent Cost Estimate. A Notice to Proceed will not be issued until after Ski service is finished for the 2023 season.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Slider Construction, Inc.
<b>Contract Number:</b>	22-03630CG
<b>Base Contract Effective Dates:</b>	11/10/2022
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	N/A
<b>Amendment Amount:</b>	N/A
<b>New/Total Contract Value:</b>	\$396,408.00
<b>Procurement Method:</b>	Invitation for Bid
<b>Budget Authority:</b>	Capital budget 40-1679.68912

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**ALTERNATIVES:**

We do not remodel restrooms.

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**FISCAL IMPACT:**

Budget is included in the current 5-year capital plan, 2022-2027

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**ATTACHMENTS:**

Contract





# INVITATION FOR BID

## Cover Sheet

General Information			
Project Name	22-03630CG UTA Meadowbrook Restroom Remodel		
Project Description	Remodel for UTA Meadowbrook garage restrooms.		
Approximate Budget			
Project Start Date/Length	Approximately October 2022		
Contract Type	Construction Services		
UTA Project Manager	Jake Wouden		
Funding Source	<input checked="" type="checkbox"/> Local	<input type="checkbox"/> State	<input type="checkbox"/> Federal
DBE Goal			
Procurement Process Information			
IFB No.	22-03630CG		
Contract Administrator	Chad Gonzales 669 West 200 South Salt Lake City, Utah 84101 (801) 236-4754 cgonzales@rideuta.com		
This procurement will be an Invitation for Bid (IFB)	Award will be made to the low Responsive and Responsible bidder.		
IFB Schedule: A) Issue Invitation to Bid Sept 2nd, 2022 B) Site Visit September 14th, 2022, 9:00 AM C) Deadline to submit Questions and Request for Approved Equals or Changes to UTA September 19th, 2022, 2:00 PM D) Last day for UTA to issue addenda and clarifications September 20th, 2022, 2:00 pm E) Deadline to submit bids <b>September 26th, 2022, 2:00 pm</b>			
Included as part of this IFB			
Part 1 – Project Specific Information			
Part 2 – Procurement Process Information			
Part 3 – Standard Solicitation Terms			
Part 4 – Standard Contract Terms / Sample Contract			

Part 5 – Forms		
Part 6a – Federal Clauses		
Part 6b – Federal Forms		
<b>Bid Contents</b>		
Page Limit Cover pages, table of contents, divider tabs, resumes, the Bid Sheet, and required forms do not count toward the page limit.	15 pages	
Submittal Instructions <ul style="list-style-type: none"> <li>One (1) electronic copy of the technical bid and one electronic copy of the bid sheet, each in pdf format, shall be uploaded to SciQuest on or before the deadline referenced above. See Part 3 of this IFB for further instructions.</li> </ul>		
Required Forms To be considered responsive, Bids must include those additional forms, declarations, and certifications listed below:		
<ul style="list-style-type: none"> <li>Signed Bid Forms and Declarations</li> </ul>		



## Part 1 – Project Specific Information

### A. GENERAL OVERVIEW

The UTA Meadowbrook building was built in the mid 1970's and has been used as UTA's largest bus maintenance facility. This project will address the need to remodel the aging restroom/locker rooms to allow our employees to use up to date conditions for restrooms and changing rooms.

### B. SCOPE OF WORK

Meadowbrook Bathroom remodel. Men and Women

- All dimensions and quantities to be verified by contractor.
- Contractor responsible for all dump/disposal fees.
- Contractor responsible for all any other fees associated with project.
- Contractor responsible for haul off and disposal of all material from jobsite.
- Contractor to submit all colors and materials to project manager for approval prior to install.
- Contractor to verify count of all fixtures and items to be installed.
- All products are basis of design and products must be submitted and approved prior to installation.

#### 1) General Info.

- a) All work will need to be coordinated with facilities, project manager and RGM prior to starting.
- b) Paint color to be approved by Project manager and facility manager.
- c) Products must be submitted and approved to Project manager prior to install.
- d) All products and mounting heights must comply with ADA requirements to the maximum extent possible.
- e) All products are to be installed per manufactures recommendations and specifications.
- f) All toilet and urinal flush values to be automatic battery powered.
- g) All paper towel dispensers to be automatic style to fit roll type towels.
- h) all sinks to be single hole with automatic battery powered faucet.

#### 2) Plumbing/ Toilet Accessories.

a) Remove and replace all bathroom components in kind or approved equal. This includes all sinks, toilets, urinals, wash stations, p-traps, toilet partitions, and shut-offs.

b) Birdbaths wash station to be Bradley 36" WF2703F-B-MMV-LSD in Stainless Steel finish or approved equal. May also use Willoughby Industries WWF-5403/5404 Half round Stainless Steel.

c) All shut offs and other valves to be replaced with new ¼ turn ball valves.

d) Install Kohler "Kingston" (K-2007-0) single faucet hole sink or approved equal a maximum of 34" to top of sink above finished floor. Under-sink pipes to have protective coverings. Install Zurn Brushed Nickel AquaSense Z6956-XL-CV battery powered faucet with P6900-MV Temperature Mixing Valve or approved equal. Install chrome sink drain stopper.

e) Install Surface mounted Stainless Steel mulit-roll toilet paper dispenser in each toilet area. Toilet paper dispenser to be placed 19" above finished floor to meet current ADA standards and not to interfere with ADA handrails. Brand must be submitted and approved prior to install.

I) Install surface mounted Stainless Steel seat cover dispenser in each toilet area. Dispenser to be mounted to back wall above flush valve to meet ADA height requirements.

f) Replace all toilets with American Standard Afwall® Millennium™ FloWise® Elongated Wall Mount Toilet with Top Spud in White (model 2257101.020) or approved equal.

I) Install new Commercial Heavy Duty Open Front Elongated Toilet Seat Wth EverClean® Surface model 5901110T.020 or approved equal on each toilet.

II) Install Battery Powered sensor flush valve or approved equal on each toilet and Urinal. Sloan or Zurn preferred but may submit others to be approved by PM prior to install.

g) Remove and replace top spud urinals located in Men's Restroom with American Standard "washbrook" or approved equal.

g) Replace all toilet carriers with new heavy-duty carrier per Toilet manufactures recommendations or approved equal.

h) Replace all main drain lines, vent lines and main supply lines located in the pipe chase room. Pipes to be replaced in kind with new copper, PEX, DWV. PVC or cast-iron lines.

i) Install headrail braced Stainless Steel toilet partitions or approved equal.

I) Partitions to have continuous hinge and channels.

II) Partitions to be mounted 9" off floor.

II) Install one coat hook per door in each stall.

j) Install 18" x 58" x 1" floor mounted Stainless Steel urinal screens or approved equal in men's restroom only.

k) Remove and protect all "UTA" Soap dispensers and reinstall after tile work is finished.

l) Remove and replace all "Gojo" dispenser with new "H-3043" unit.

- m) Remove and replace woman's Tampon vending machine after tile has been installed.
- n) Install Sanitary Napkin disposal in each of the Woman's toilet rooms. Mounting to not interfere with clearances or ADA grab bars.
- o) Remove and replace all ADA grab bars to meet current code requirements. May need to add to other stall areas.
- p) Metal sink located in woman's restroom to be reused. Remove for demo and replaced after tile, plumbing and other items have been completed. Contractor to secure and protect during remodel. Replace shutoff valves, drain lines and supply lines with new.
- q) Remove and replace all mirrors with new size and style to match. Mirrors may need to be adjusted in size to allow for better use and be centered on wall and above sinks. Mount in similar location or as indicted by Project manager.

### 3) Men and Woman showers

- a) Install Moen Commercial Chrome Posi-Temp® Shower only trim kit. Remove and replace shower mixing valve with Moen Posi-temp mixing valve or approved equal.
- b) Install Silver frame, swinging shower door on each shower. Calk around frame to waterproof.
- c) Adjust shower head heights to be 72" off floor.
- d) Replace plumbing/ supply lines. See pipe chase section for more details.
- e) Remove and replace wall and floor tiles. See Tile notes for floor tile. Wall tile to match surrounding tile and be suitable for wet environments.
- e-1) Apply Mapei aquadefence waterproofing and crack isolation to all shower floors and walls or approved equal prior to tile install.
- f) Install two Daltile 2-5/8" x 8-3/4" corner caddy shelves per shower. Locations to be indicated by PM. Color to be white or to match tile color as close as possible.
- g) Install Moen Contemporary Chrome 24" Towel Bar model P5124 or approved equal in each shower. Location to be indicated by PM.
- . (no room for these items)

### 4) Floors and Walls Tile.

- a) Remove all floor and wall tile within restrooms, showers and locker areas.
- b) Tile to be installed from floor to ceiling on all walls.
- c) Prep floors and walls as needed to install new tile.

d) Install Waterproofing or Crack isolation membrane where needed.

e) Joint Widths: Unless otherwise indicated, install tile with the following joint widths:

1. Wall Tile: 1/16 inch (1.6 mm).

2. Floor Tile: 1/4 inch (6.4 mm) or manufactures recommendation for tile size and type.

#### 4a) TILE PRODUCTS, GENERAL

a). ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.

1. Provide tile complying with Standard grade requirements unless otherwise indicated.

b). ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI A108.02, ANSI standards referenced in other Part 2 articles, ANSI standards referenced by TCNA installation methods specified in tile installation schedules, and other requirements specified.

c). Factory Blending: For tile exhibiting color variations within ranges, blend tile in factory and package so tile units taken from one package show same range in colors as those taken from other packages and match approved Samples.

d). Mounting: For factory-mounted tile, provide back- or edge-mounted tile assemblies as standard with manufacturer unless otherwise indicated.

1. Where tile is indicated for installation in wet areas, do not use back- or edge-mounted tile assemblies unless tile manufacturer specifies in writing that this type of mounting is suitable for installation indicated and has a record of successful in-service performance.

I) Floor Tile: Furnish and install, Daltile, Keystones, Mosaic Suede Gray Speckle #D208 (2" x 2"), unglazed vitreous porcelain nonslip floor tile, or an equivalent approved equal tile. Grout with Mapei Grey 09 or approved equal. Grout to be chemical and stain resistant.

II) Wall Tile: Furnish and install, Daltile, Glazed wall tile, Glossy, Color Wheel Collection, Arctic White 0190, or an equivalent approved equal. Size to be 3"x6". Grout with Mapei White 00 or approved equal. Grout to be chemical and stain resistant.

III) Furnish and install accent row, one row on top and bottom with 3"x6" Currant SH17 tile and one middle row of 6"x6" Suede grey 0182 tile. Grout with Mapei White 00 or approved equal. Grout to be chemical and stain resistant.

IV) Install Schluter Systems ECK-E trim on all outside corners, and Dilex-EHK for all inside corners and for Floor/Wall transitions.

#### 5) Wall/ceiling areas

a) Remove all items attached to walls. This includes but not limited to air fresheners, card holders, mirrors, and soap/degreasers.

- b) Patch and make paint ready all ceiling surfaces as needed. This includes all joint lines.
- c) Paint Ceiling UTA White. Paint code to be supplied by Facility manager at start of project.
- d) Remove and replace wall tile up to ceiling level and on all wall surfaces. See tile note for product information.
- e) Existing metal Trash/towel holder to be removed and replaced with Bradley 356 surface-mounted Stainless Steel waste receptacle.
- f) Replace all intake and exhaust grills with new white to match existing size.
- g) Replace exhaust fan located in men and women's shower area with new in-kind unit. Connect to existing power leg and exhaust lines. Install new white grill or install factory supplied grill.

#### 6) Doors

- a) Entrance doors to be replaced with new in kind metal door.
  - l) Frame to remain but will need to be painted.
- b) Door to include new kick plate, grill opening, signage and any other existing door elements.
- c) Replace door closer mechanism with new closer . Must meet ADA requirements for force required to open.

#### 7) Locker Areas

- a) Remove and scrap all existing lockers.
- b) Remove existing locker base platform and tile.
- c) Remove and scrap existing locker room benches and pedestals.
- d) Build wood platform 18" off floor for lockers to rest on. Should be 21" deep to fit lockers and provide a 9" wide area to incorporate seating area. Faces of platform to be tiled as noted in section 4. Provide and install bench top and apply sealer and lacquer finish.
- e) Install standard vented metal " 12" wide by 18" deep by 72" tall, single tier lockers on top of base as noted in line "d". Lockers to have mechanism for padlocks provided by employees to secure. Lockers to be grey or blue in color or an approved alternate.
  - l) Install plenum/soffit on top of lockers to fill in from top of lockers to bulkhead.

#### 8) First Aid Room.



a) All shut-offs and other valves to be replaced with new ¼ turn ball valves. Replace all other drain and supply lines as noted in “Pipe Chase” section.

b) Install Kohler “Kingston” (K-2007) wall mount sink or approved equal a maximum of 34” to top of sink above finished floor. Under-sink pipes to have protective coverings. Install Zurn Brushed Nickel AquaSense Z6956-XL battery Powered faucet with P6900-MV temperature mixing valve or approved equal.

c) Install new Stainless Steel wall mounted toilet paper dispenser in toilet area. Toilet paper dispenser to be placed 19” above finished floor to meet current ADA standards.

d) Replace toilet with American standard top spud Floor mounted toilet or approved equal. Replace wax ring and mounting bolts. Install new shutoff and supply line.

l) Install battery powered automatic flushometer. Sloan or Zurn preferred.

f) Remove all tile located in area. Install tile on all floor areas and block walls as indicated in section 4a. Tile to be installed from floor to ceiling on all wall surfaces.

l) Use Schuler Systems transitions as noted in Section 4a.

g) Remove all millwork and related accessories and countertop and replace with new in-kind size and style.

l) Sink to be Kohler K-2882 rectangular under mount style or approved equal. Install Zurn Brushed Nickel Aqua Sense Z6956-XL battery powered faucet with P6900-MV temperature mixing valve or approved equal.

ll) Countertop to be quartz. Color to be submitted and approved prior to installation.

h) Replace all switches and plugs with new white in kind units.

i) Replace all lights with new LED in kind or similar fixtures. Can use surface mount style light fixtures.

j) Remove and protect all removed “UTA” Soap dispensers and reinstall after tile work is finished.

#### 9) Pipe Chase.

a) Remove all old cast iron drain pipe to floor. Replace all removed drain piping located in pipe chase and all areas with new pipe. Connect to below flooring pipe with no hub connector as needed.

c) Replace copper supply lines into Men’s and Woman’s restrooms.

d) Replace main water supply shut off with new ¼ turn ball valve.

e) Replace all toilet wall hangers. See section 2g.

f) Replace old light fixtures with new hanging style with switch controlled activation.

g) Replace all other vent and supply lines in men and woman's restrooms.

h) Replace vent lines located in crawl space for men and women's sinks.

10) Electrical.

a) All lights to be replaced with new LED units. Match existing size and style as close as possible.

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i) All lights to be surface mount style. Openings from old flush mount lights will need to be patched and painted prior to new lights being installed.

b) All plugs, switches, and covers to be replaced with new white units that match in kind.

c) Room Light controls to be converted to Motion sensing with auto shutoff after 15 minutes.

d) Replace GFCI plugs and add new ones as code requires.

e) Reroute Women's restroom light power source to be in ceiling area.

**C. SITE VISIT**

Mandatory Pre-Proposal Conference: Attendance is mandatory. A pre-proposal conference will be held on September 14<sup>nd</sup>, 2022, at 9:00 AM MST. Please refer to the itinerary below on the order of the locations. All Vendors responding to this RFP are required to have at least one representative of their organization in attendance.

**Site Visit Location**

**3600 S 700 W Bldg 3**

**South Salt Lake City, Utah 84119**

All vendors must sign-in at the Pre-Proposal Conference. Proposals will only be considered from vendors who attend the pre-proposal meeting and complete the sign-in sheet. Proposals received from vendors not in attendance and did not sign-in will not be accepted. Vendor sign-in will begin at 8:45 am. Please arrive 5 minutes early to complete the sign-in process. Late arrivals may be deemed as non-responsive.

The meeting is for informational purposes only and information provided is not binding. If the RFP needs to be modified or clarified, a written addendum will be issued.

**D. TESTING OF PRODUCTS**

UTA reserves the right to request samples to evaluate performance and product composition. Samples submitted shall be the same product and formulation to be provided under the contract. Samples will be at no cost to UTA and must be accompanied by an MSDS.



## INVITATION FOR BIDS

### Part 2 – Procurement Process Information

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



## INVITATION FOR BIDS

### Part 3 – Standard Terms of Solicitation

#### 1.1 INSTRUCTIONS TO BIDDERS

##### 1.1.1.1 Submission of Bids.

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

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

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

##### 1.1.1.2 Minimum Standards.

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

##### 1.1.1.3 Confidential, Protected, and Public Information

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

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

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

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

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

- b) Include a statement with its Bid justifying the Bidder's determination that certain records are Business Confidential Information for each record so defined;
- c) In addition to the Bid uploaded to SciQuest, upload a second copy of the Bid (as an attachment) that has all the Business Confidential Information deleted, and label such copy of the Bid "Public Copy." If a Bidder uploads a Bid containing no Business Confidential Information, no "Public Copy" need be submitted. However, any Bidder that submits a Bid containing no Business Confidential Information must so certify in a cover letter to its Bid; and
- d) Defend any action seeking release of the records it believes to be Business Confidential Information and indemnify, defend, and hold harmless UTA and the State of Utah and its agents and employees from any judgments awarded against UTA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives UTA's cancellation or termination of this procurement or award and subsequent execution of the Contract. In submitting a Bid, the Bidder agrees that this indemnification survives as long as the Business Confidential Information is in possession of UTA.

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

#### **1.1.1.4 Submitting Questions to UTA**

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

#### **1.1.1.5 Requests for Approved Equals or Changes**

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

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

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

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

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

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

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

#### **1.1.1.6 Addenda to the Invitation for Bids**

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

#### **1.1.1.7 Multiple or Alternative Bids**

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

#### **1.1.1.8 Withdrawal of Bids**

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

#### **1.1.1.9 Cost of Bids**

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

#### **1.1.1.10 Examination of Invitation for Bids**

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

#### **1.1.1.11 Firm Offer**

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



#### **1.1.1.12 Disclosure of Organizational Conflict of Interest**

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

#### **1.1.1.13 No Collusion**

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

#### **1.1.1.14 Federal Requirements. (if applicable)**

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

- a. UTA eComply Solutions. In addition, where federal funds are being used, the Bidder/Bidder shall submit required labor and subcontractor information to UTA through following portal: <https://uta.ecomply.us>. The information provided shall include the following:
  - Set up and maintain contractor login for all persons inputting information in the system
  - Description of payments received from UTA and payments made to subcontractors of all tiers including amounts and confirmation of payment
  - All certified payroll must be input into eComply Solutions which may be accomplished either through direct input or importation from the contractor's accounting system.
  - All subcontract award amounts, date signed, and change orders
  - Certified payroll information shall be uploaded on a weekly basis; all other information shall be uploaded or input no less than monthly.

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

## **1.2 SELECTION PROCESS**

#### **1.2.1.1 Public Opening**

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

#### **1.2.1.2 UTA's Procurement Options**

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

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

#### **1.2.1.3 Responsiveness**

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

#### **1.2.1.4 Responsibility**

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

#### **1.2.1.5 Checking References.**

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

#### **1.2.1.6 Requests for Clarification**

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

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

### **1.3 PROTESTS**

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

All protests must include:

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

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

Chair, UTA Board of Trustees

c/o Utah Transit Authority

669 West 200 South

Salt Lake City, Utah 84101

Attn: Board Coordinator

CONTAINS TIME-SENSITIVE PROTEST MATERIALS

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



## INVITATION FOR BIDS

### Part 4 – Contract Terms

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

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

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

7. **SALES TAX EXEMPTION:** The Goods and/or Services purchased by UTA under the Contract are exempt from sales and use tax.
8. **DELIVERY:** Unless otherwise specified in the Contract, all Goods will be delivered FOB to the destination designated by UTA in the Solicitation Documents. Vendor shall be responsible for delivery costs and all risk of loss shall remain with Vendor until such time as the Goods are received by UTA, its agent or consignee, regardless of whether UTA has made full payment for the Goods. Vendor shall deliver all Goods to UTA and perform all Services no later than the date(s) indicated in the Solicitation Documents. If Vendor fails to make delivery of any part of the Goods or fails to perform any portion of the Services on the date(s) indicated, UTA may terminate and pursue other remedies.
9. **INSPECTIONS:** Goods furnished under the Contract will be subject to inspection and testing by UTA at times and places determined by UTA. If UTA finds Goods furnished to be incomplete or not in compliance with applicable specifications and standards, UTA may reject the Goods and require Vendor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Vendor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Nothing in this paragraph will adversely affect UTA's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.
10. **INVOICING AND PAYMENT:**
  - a. Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
    - i. Contractor Name
    - ii. Unique Invoice Number
    - iii. PO Number
    - iv. Invoice Date
    - v. Detailed Description of Charges
    - vi. Total Dollar Amount Due
  - b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.
11. **WARRANTY:** Vendor warrants all Goods (including hardware, firmware, and/or software products that it licenses) provided to UTA under the Contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Contract. Vendor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Vendor warrants that: (1) the Good will do what the salesperson said it would do, (2) the

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

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

### 13. **INSURANCE REQUIREMENTS**

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

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

1. **Commercial General Liability – Occurrence Form**

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site

2. **Automobile Liability**

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

- |                             |             |
|-----------------------------|-------------|
| Combined Single Limit (CSL) | \$2,000,000 |
|-----------------------------|-------------|

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

leased, hired or borrowed by the Contractor ".

3. Worker's Compensation and Employers' Liability

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

5. Railroad Protective Liability Insurance (RRPLI) –

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 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 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:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance shall be primary with respect to any insurance carried



by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.  
All certificates and any required endorsements are to be sent to UTA Contract Administer and [utahta@Ebix.com](mailto:utahta@Ebix.com) and approved 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 Contract Administrator and EBIX insurance. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.
- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-Contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-Contractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.
- 14. **TERMINATION FOR CONVENIENCE:** UTA may terminate the contract, in whole or in part, at any time by written notice to the Contractor when it is in UTA's best interest. UTA shall pay Contractor its costs, including contract close-out costs, and profit on work performed up to the time of termination. To be paid those costs, the Contractor must promptly submit its termination claim to UTA. If the Contractor has any property in its possession belonging to the UTA, the Contractor shall account for the same, and dispose or deliver it in the manner the UTA directs.

15. **DEFAULT:** If Vendor: (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, at its option either cure the default at Vendor's expense or terminate the Contract after first giving Vendor five (5) days written notice to cure such default. Immediately after such termination, UTA may: (i) take possession of the Goods wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable UTA to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Vendor any amount then due under the Contract after taking full credit for any offsets to which UTA may be entitled; (iii) contract with or employ any other party or parties to finish the Items; and (iv) collect from Vendor any additional expense, losses or damage which UTA may suffer.
16. **PATENTS, COPYRIGHTS, ETC:** Vendor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Vendor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.
17. **ENVIRONMENTAL RESPONSIBILITY:** UTA is ISO 14001 Environmental Management System (EMS) certified. Vendor 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](http://www.rideuta.com). Upon request by UTA, Vendor 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 Vendor to submit additional environmental documents. Vendor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.
18. **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.
19. **SEVERABILITY:** If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
20. **WRITTEN AMENDMENTS:** The Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by authorized persons of the parties hereto.
21. **ASSIGNMENT:** Vendor shall not assign, sell, or transfer any interest in the Contract without the express written consent of UTA.
22. **FORCE MAJEURE:** Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.
23. **UTAH ANTIDISCRIMINATION ACT:**  
Offeror hereby declares that it is and will remain fully compliant with the provisions of the Utah Anti-discrimination Act (UTAH CODE §§ 34A-5-101 TO 34A-5-108) and the equivalent anti-discrimination

laws of its State of incorporation and/or headquarters location. Under the Act, an employer may not refuse to hire, promote, discharge, demote, or terminate a person, or to retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified, because of: race, color, sex, pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity.

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

24. **UTAH ANTI-BOYCOTT OF ISRAEL ACT:** Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.
25. **WAIVER:** Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such be direct or implied, will not be a continuing waiver of or consent to any subsequent breach of the Contract.
26. **ENTIRE AGREEMENT:** The Contract (including parts of the Contract incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.



## INVITATION FOR BIDS

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

#### A. BID DECLARATIONS

This Bid is submitted upon the following declarations:

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


Addendum No. 1 Date 9/16/2022  
Addendum No.      Date                       
Addendum No.      Date                       
Addendum No.      Date                     

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

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

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

Slider Construction, Inc.  
\_\_\_\_\_  
(Contractor's Name)

  
\_\_\_\_\_  
(Signature)

Todd L Ingram  
\_\_\_\_\_  
(Print Name)

#### B. CONTRACTOR'S OFFER

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

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

Slider Construction, Inc.  
 (Contractor's Name)  
 7932 Goldenpointe Way  
 West Jordan, UT 84088  
 (Contractor's Address)  
 801-509-8579  
 (Contractor's Phone Number)  
 todd@sliderconstruction.com  
 (Contractor's Email Address)  
 27-4541434  
 (Contractor's EIN)



(Signature)

Todd L Ingram

(Print Name)

President

(Title)

26 September 2022

(Date)

### C. UTA'S ACCEPTANCE and BINDING CONTRACT

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

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

\_\_\_\_\_  
 UTA Representative / Title

\_\_\_\_\_  
 UTA Representative / Title

(Date)

DocuSigned by:



10/14/2022

56A03BC7C491482...  
 UTA Legal

(Date)



# **SLIDER CONSTRUCTION, INC.**

## **GENERAL CONTRACTOR**

September 30, 2022

Attn: Utah Transit Authority

RE: 22-03630CG UTA Meadowbrook Restroom Remodel

Slider Construction, Inc. is pleased to submit the following proposal for the above referenced project:

This proposal includes all material, labor and tools necessary to complete this project as per UTA IFB.  
Acknowledge (1) Addenda.

**\$396,408.00**

(three hundred ninety six thousand four hundred eight dollars)

This proposal is good for (90) days.

Sincerely,

Kurt L Ingram  
Slider Construction, Inc.  
801-979-5802  
[kurt@sliderconstruction.com](mailto:kurt@sliderconstruction.com)



# **SLIDER CONSTRUCTION, INC.**

## **GENERAL CONTRACTOR**

### Relevant References:

Paul Hirschi

Project: Jordan School District Terra Linda Elementary Restroom Remodel

NJRA Architects

801-364-9259

[paulhir@njraarchitects.com](mailto:paulhir@njraarchitects.com)

Zeke Zenger

Project: Jordan School District Rosamond Elementary Restroom Remodel

Naylor Wentworth Lund Architects

801-355-5959

[zeke@nwlarchitects.com](mailto:zeke@nwlarchitects.com)

Jon Capps

Multiple Projects

Lemco Floor Coverings

801-262-9989

[jon@lemcodesign.com](mailto:jon@lemcodesign.com)

Brady Porter

Multiple Projects

Western States Plumbing and Heating

801-546-2431

[bporter@wsphco.com](mailto:bporter@wsphco.com)





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/9/2022

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Jared Scarbrough, Director of Capital Construction

**TITLE:**

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**Change Order: On-Call Systems Maintenance Task Order #035 - Fiberoptic Infrastructure HDPE Micro-Duct (Rocky Mountain Systems Services)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve task order #035 (Fiberoptic Infrastructure HDPE Micro-Duct) to on-call systems maintenance contract with Rocky Mountain System Services (RMSS) and authorize the Executive Director to execute contract and associated disbursements in the amount of \$582,132.

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**BACKGROUND:**

In November 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on systems engineering and maintenance support. Rocky Mountain Systems Services (RMSS) 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 RMSS on February 24, 2021. This contract is for three years with two, one-year options.

Typical task orders under this contract include:

- Subject matter experts to support UTA rail systems and MOW systems departments.
  - Train Control System upgrades, repairs, analysis, and training
  - Stray Current monitoring and analysis
  - OCS/TPSS repair, maintenance, and training
  - Traffic Signal inspections, connections, repairs, and coordination
-

**DISCUSSION:**

UTA Staff is requesting approval of task order #035 with RMSS. This task order is for the procurement of HDPE micro-duct and networking equipment for two, separate projects: Trax Blue line (Sandy Civic Center Station to I-Hub Station) and the University Red line (Main St./400 South to Medical Center Station/E5 TPSS). Quantities shall also accommodate new fiber paths for future expansion.

**Materials:****TRAX - North/South Mainline**

- 2-1 hybrid microduct/innerduct
- RuggedComm RX1500 layer 3 ethernet switches
- SPF optical modules
- Fiber distribution panels
- Fiber Splice Trays
- Fiber termination plates

**TRAX - University Line**

- Type 2 x single microduct/innerduct
  - RuggedComm RX1500 layer 3 ethernet switches
  - SPF optical modules
  - Fiber distribution panels
  - Fiber Splice Trays
  - Fiber termination plates
- 

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Rocky Mountain Systems Services
<b>Contract Number:</b>	20-03382VW-035
<b>Base Contract Effective Dates:</b>	March 3, 2021 through December 31, 2025
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	\$10,796,195
<b>Amendment Amount:</b>	\$582,132
<b>New/Total Contract Value:</b>	\$11,378,327
<b>Procurement Method:</b>	RFP best value modification
<b>Budget Authority:</b>	Local & Federal Funds: TPSS/OCS Rehab Budget

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**ALTERNATIVES:**

Disapprove task order. This would leave RMSS without the necessary materials to carry out systems maintenance activities.

---

**FISCAL IMPACT:**

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This budget is included in the 2023 Capital Program.

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**ATTACHMENTS:**

Task Order #035

**TASK ORDER NO. 035****TASK ORDER NAME: Fiberoptic Infrastructure – HDPE Micro-Duct****PROJECT CODE: SGR-410; 40-7410.68912**

This is Task Order No. 035 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain Systems Services, (Contractor) as of February 24<sup>th</sup>, 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 #035 is hereby attached and incorporated into this Task Order.

**2.0 SCHEDULE**

The Substantial Completion Date for this Task is June 30, 2023. The Final Acceptance Date for this Task is June 30, 2023.

**3.0 LUMP SUM PRICE**

The price for this task order is a not to exceed \$582,132. 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:

ROCKY MOUNTAIN SYSTEMS SERVICES:

By: \_\_\_\_\_  
Jay Fox, Executive Director  
> \$200,000 Date

DocuSigned by:  
By: Anthony Ortolani \_\_\_\_\_  
1587B142E149430...

By: \_\_\_\_\_  
Mary DeLoretto, Chief Service Development Ofc.  
< 200,000 Date

Date: 10/12/2022

By: \_\_\_\_\_  
Jared Scarbrough, Director of Capital Constr.  
< \$75,000 Date

By: \_\_\_\_\_  
Jared Scarbrough, Project Manager  
< \$25,000 Date

DocuSigned by:  
Tim Merrill 10/12/2022  
56A03BC7C491482... Date

Procurement Review Date



October 6<sup>th</sup>, 2022

RMSS-52598-057

Mr. Jared Scarbrough  
Director of Capital Construction & Engineering  
2264 South 900 West  
Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: TRAX Fiber Replacement Micro-duct and Networking Equipment Material

Jared,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for the procurement of long lead materials needed for upgrades to the TRAX fiber optic backbone and network.

Our lump sum price for this proposal is **\$582,132.00**

Under the scope of this proposal RMSS will procure micro-duct required for the installation of fiber optic backbone replacement cabling along the TRAX Red and Blue lines.

The HDPE micro-duct is needed for two main purposes:

1. To provide a viable pathway for the installation of fiber optic cabling
2. Where possible, to provide a remaining spare conduit path for future use after the installation of fiber optic cabling is complete

RMSS has performed an analysis of the current underground ductbank system with the intention of determining necessary quantities and configurations of micro-duct for installation. Care was taken to ensure that any viable pathways that exist are used if they exist for blowing in of the micro-144 strand fiber procured under a separate task order.

On the University Line and on the North/South Mainline in the downtown area it was determined that single HDPE micro-ducts can be installed in various circumstances such as inserting inside of existing “smurf-tube” and also inside of existing conduits adjacent to other communications cabling as needed.

On the North/South Mainline south of the downtown area there is an existing 4” conduit that will allow for the installation of a “hybrid” micro-duct that contains two 18mm ducts and a single 1.25” conduit. This hybrid configuration will allow for the installation of both the rail signal replacement fiber and the IT replacement fiber while leaving a spare 1.25” pathway for future use.

The future path 18mm micro-duct system is designed specifically for blowing in fiber and establishing this pathway will reduce installation hours resulting in a net savings for UTA on the construction scope of work.

RMSS will procure the following quantities and configuration of FuturePath micro-duct:

Description	Quantity	Unit
Single Orange 18mm HDPE Duct (Signal Fiber Duct)	35,000	Feet
Single Blue 18mm HDPE Duct (IT Fiber Duct)	35,000	Feet
Hybrid 2 x 1 18mm ducts (Blue/Orange) and 1 x 1.25” Spare Duct (Orange)	80,000	Feet



Additionally, the following equipment and quantities required for the TRAX Fiber Optic Upgrade project have been identified as having lead-times that have the potential to impact the desired construction timeline and have been included in this proposal for procurement:

Description	Quantity	UoM
High Density 2U Rack Mounted Fiber Distribution Panel	157	EA
FHD SC X 6 Fiber Termination Plate	517	EA
FHD Splice Tray for Rack Mounted Fiber Enclosure	638	EA
RuggedComm RX1501 Utility Grade Layer 3 Managed Ethernet Switches	20	EA
10KM - SFP Optical Modules	16	EA
25KM – SFP Optical Modules	38	EA
40KM – SFP Optical Modules	27	EA

\*\* 10% Quantity has been added for construction spares. All remaining spares will be transferred to UTA upon completion of the task order.

#### Clarifications

1. This proposal is for procurement of long lead material items only and does not include the installation of the material described above. All installation scope is included in the TRAX Fiber Replacement – Construction Proposal under a separate cover.

This proposal is valid for 30 days, unless extended in writing by RMSS.

If you need any additional information, please don't hesitate to contact us.

Sincerely,

Anthony Ortolani  
Area Manager  
Rocky Mountain Systems Services

cc:

Marshall Wilson – RMSS  
Troy Nelson – RMSS

#### Attachments:

1. Product data for FuturePath Single and Hybrid micro-duct configurations

\*\*\*Procurement lead times may be affected by Covid-19 pandemic\*\*\*

Our pricing is in U.S. Dollars, F.O.B. Salt Lake City UT, and excludes all allowances, taxes, tariffs, licenses, and permits

## UTA - On Call

RMSS-52598-057 TRAX Microduct and Networking Material

### Task Order Estimate Summary



10/6/2022

Subcontractors	\$	-
Materials	\$	503,197.01
Administrative	\$	4,057.00
Design/Engineering	\$	-
Construction/Testing	\$	-
Travel & Perdiem	\$	-
Other Costs and Fee	\$	74,878.00
Total:	\$	<u>582,132.01</u>





U T A

# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/9/2022

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Jared Scarbrough, Director of Capital Construction

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**TITLE:**

**Change Order: On-Call Systems Maintenance Task Order #23-001 - 2023 Personnel (Rocky Mountain Systems Services)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve task order #23-001 (2023 Personnel) to on-call systems maintenance contract with Rocky Mountain System Services (RMSS) and authorize the Executive Director to execute contract and associated disbursements in the amount of \$939,877.

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**BACKGROUND:**

In November 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on systems engineering and maintenance support. Rocky Mountain Systems Services 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 Rocky Mountain Systems Services on February 24, 2021. This contract is for three years with two, one-year options.

Typical task orders under this contract include:

- Subject matter experts to support UTA rail systems and MOW systems departments.
- Train Control System upgrades, repairs, analysis, and training
- Stray Current monitoring and analysis
- OCS/TPSS repair, maintenance, and training
- Traffic Signal inspections, connections, repairs, and coordination

---

**DISCUSSION:**

UTA has scoped the services of three full-time contract employees:

**Project Manager \$176.37 hr.**

Assists UTA with contracts, schedules, budgets, cost estimating, contractor resource management and scheduling, and other project management duties as required.

**Project Engineer, PE \$152.08 hr.**

Supports the project manager and act as a subject matter expert for transit system design, installation, testing, interfacing, and integration efforts. Provides troubleshooting for transit systems, subsystems, components, and communication systems.

**Field Engineer, FE \$127.81 hr.**

Supports the project manager, project engineer, and UTA Systems Engineering/MOW. Acts as subject matter expert in the field for troubleshooting transit systems issues, leading maintenance, and upgrading systems.

\*Contract rates include insurance.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Rocky Mountain Systems Services
<b>Contract Number:</b>	20-03382VW-23-001
<b>Base Contract Effective Dates:</b>	March 3, 2021 through December 31, 2025
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	\$11,378,327
<b>Amendment Amount:</b>	\$939,877
<b>New/Total Contract Value:</b>	\$12,318,204
<b>Procurement Method:</b>	RFP best value modification
<b>Budget Authority:</b>	Local & Federal Funds: TPSS/OCS Rehab Budget

---

**ALTERNATIVES:**

Disapprove task order. RMSS would not have personnel to carry out systems maintenance activities.

---

**FISCAL IMPACT:**

This budget is included in the 2023 Operational Budget.

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**ATTACHMENTS:**

Task Order #23-001

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**TASK ORDER NO. 23-001****TASK ORDER NAME: 2023 Personnel****PROJECT CODE: 3700.50353.92**

This is Task Order No. 23-001 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain Systems Services, (Contractor) as of February 24<sup>th</sup>, 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 #23-001 is hereby attached and incorporated into this Task Order.

**2.0 SCHEDULE**

The Substantial Completion Date for this Task is December 31, 2023. The Final Acceptance Date for this Task is December 31, 2023.

**3.0 LUMP SUM PRICE**

The price for this task order is a not to exceed \$939,877. 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:

ROCKY MOUNTAIN SYSTEMS SERVICES:

By: \_\_\_\_\_  
Jay Fox, Executive Director Date  
> \$200,000

DocuSigned by:  
By: Anthony Ortolani \_\_\_\_\_  
1587B142E149430...

By: \_\_\_\_\_  
Mary DeLoretto, Chief Service Development Ofc. Date  
< 200,000

Date: 10/17/2022

By: \_\_\_\_\_  
Jared Scarbrough, Director of Capital Construction Date  
< \$75,000

By: \_\_\_\_\_  
Jared Scarbrough, Project Manager Date  
< \$25,000

DocuSigned by:  
Tim Merrill 10/17/2022  
56A03BC7C491482... Date

Procurement Review Date



October 10, 2022

RMSS-52598-058

Mr. Jared Scarbrough  
Manager of Systems Engineering  
2264 South 900 West  
Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: Key Personnel 2023

Jared,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for the provision of three (3) key personnel as outlined in RFP # UTA- 20-03382VW. This proposal will extend support through 2023.

Our lump sum price for this proposal is **\$939,877.00**

The scope of work covered in this proposal is as follows:

- RMSS will provide up to 2080 hours each for the following three (3) key personnel from January 1<sup>st</sup>, 2023 – December 31<sup>st</sup>, 2023:
  - One (1) Project Manager
  - One (1) Project Engineer
  - One (1) Field Engineer

#### **Assumptions & Clarifications**

- Pricing includes vehicles and other expenses as required
- 2022 Labor rates have been escalated for a 2023 annual amount of 3% consistent with contractual provisions
- UTA will continue to provide RMSS personnel with ongoing amenities such as secured office space, broadband internet access, building access, etc.



This proposal is valid for 60 days, unless extended in writing by RMSS.

If you need any additional information, please don't hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to be "DJ" with a stylized flourish.

Doug Jones  
Project Engineer  
Rocky Mountain Systems Services

cc: Marshall Wilson – RMSS  
Dan Meservey - RMSS  
Anthony Ortolani – RMSS

## UTA - On Call

Key Personnel 2023

### Task Order Estimate Summary



9/29/2022

Subcontractors	\$	-
Materials	\$	-
Administrative	\$	827,174.00
Design/Engineering	\$	-
Construction/Testing	\$	-
Travel & Perdiem	\$	-
Other Costs and Fee	\$	112,703.00
Total:	\$	939,877.00



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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Board of Trustees

Date: 11/9/2022

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Bill Greene, Chief Finance Officer  
**PRESENTER(S):** Todd Mills, Director of Supply Chain

**TITLE:**

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**Pre-Procurements**

- Transit Ambassador Program
- Maintenance oil, lubricants, and fluids

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**AGENDA ITEM TYPE:**

Pre-Procurement

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**RECOMMENDATION:**

Informational report for discussion

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**BACKGROUND:**

Utah's Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.

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**DISCUSSION:**

- **Transit Ambassador Program.** This is a procurement to contract with a firm to provide a pilot Transit Ambassador Program, including staffing and implementation on the TRAX system in Salt Lake City. The intent of the program is to provide on-system support for riders experiencing homelessness by providing resource referrals and information, as well as support general ridership by providing information and a welcoming, helpful staff member. This program is part of the Transit Connection Program initiative included in the 2023 Tentative Budget and will benefit UTA staff and riders. Funding for the program is subject to final Board Approval of the 2023 Operating Budget in December. This contract will be for a term of 1-year, with two 1-year options for extension, and the procurement will be conducted as an RFP. (Req. 11209, Megan Watters)



- ***Maintenance Oil, lubricants, and fluids.*** This procurement is to contract with one or more suppliers to provide UTA with oils, lubricants, and fluids for its Bus & Rail divisions in support of vehicle and facility maintenance. These include engine coolant, transmission fluid, engine oil, and a variety of other fluids, greases, and lubricants. The contract may be awarded to one, or multiple suppliers, based on their ability to service each facility, and pricing for each item. Funding for this contract is included in the annual vehicle maintenance budget for each facility and will be invoiced to each division based on usage. The term of the contract will be for 5 years, and the procurement will be conducted as an IFB where pricing will be the sole determining criteria. (Req. 11291, Jonathan Hayford)
- 

**ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/9/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Bill Greene, Chief Financial Officer  
Daniel Hofer, Director of Capital Assets and Project Controls  
**TITLE:**

---

**TBA2022-11-01 - Technical Budget Adjustment for 2022 Capital Budget**

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**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

The Board accept the recommendation and approves TBA2022-11-01 to the transfer \$255,000 of contingency funds to MSP122-Positive Train Control.

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**BACKGROUND:**

Board of Trustee Policy Number 2.1, Financial Management, allows the Board to amend or supplement the budget at any time after its adoption. This request is to supplement one project with funds from the capital contingency funds to add sufficient funds to close out the project in 2022.

The proposed technical budget adjustment would transfer \$255,000 from the 2022 Capital Budget contingency to one project to aid in its delivery.

---

**DISCUSSION:**

MSP122- Positive Train Control

This project has a current budget of \$1,511,272. The project is wrapping up and is anticipated to be closed out in 2022. During recent project budget/expense reconciliations, it was discovered that costs related to this project had been inappropriately charged to a different project. This proposed contingency transfer of \$255,000 would allow the costs to be allocated correctly to this project and to close the project out in 2022.

MSP999- Capital Contingency

The current budget amount for the Capital Contingency fund is \$2,216,000. With the approval of this request,

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the new Capital Contingency fund amount will be \$1,961,000.

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**ALTERNATIVES:**

N/A

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**FISCAL IMPACT:**

This request can be addressed using funds currently existing in UTA's 2022 Capital Budget. This will not affect UTA's financial budget outside of what is already included in its Capital Budget.

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**ATTACHMENTS:**

Technical Budget Adjustment - Attachment A

**UTAH TRANSIT AUTHORITY**  
**Exhibit A - 2022 Budget Amendment**  
**Technical Budget Adjustment - November 9 2022**

		Amended 2022	Proposed	2022 Spending	Adjusted 2022	2021 Approved
<u>Funding Sources</u>		Budget	Adjustment	Authority	Budget	Carry Forward
1	UTA Current Year Funding	127,298,500	-	127,298,500	127,298,500	409,272
2	Grants	44,869,500	-	44,869,500	44,869,500	-
3	Local Partner Contributions	10,693,000	-	10,693,000	10,693,000	-
4	State Contribution	33,576,000	-	33,576,000	33,576,000	-
5	Leasing	15,832,000	-	15,832,000	15,832,000	-
6	Fund Balance	-	-	-	-	-
7	<b>Total Funding Sources</b>	<b>232,269,000</b>	<b>-</b>	<b>232,269,000</b>	<b>232,269,000</b>	<b>409,272</b>
<u>Expense</u>						
8	State of Good Repair	70,588,000	-	-	70,588,000	
9	Depot District	32,562,000	-	-	32,562,000	
10	Ogden/Weber BRT	25,465,000	-	-	25,465,000	
11	Front Runner Forward	15,000,000	-	-	15,000,000	
12	Mid Valley Connector	10,000,000	-	-	10,000,000	
13	Optical Detection Next Steps	475,000	-	-	475,000	
14	Meadowbrook Expansion	466,000	-	-	466,000	
15	Tooele Bus Facility	684,000	-	-	684,000	
16	Route End of Line Enhancements	1,500,000	-	-	1,500,000	
17	TRAX Operational Simulator	1,700,000	-	-	1,700,000	
18	Transit Signal Priority On-board Units	110,200	-	-	110,200	
19	MSP 254 Techlink Corridor Study	450,000	-	-	450,000	
20	NP-69 Techlink Corridor Study	-	-	-	-	
21	Gap Filler on FR Stations	750,000	-	-	750,000	
22	Bus Stop Improvements Utah Co.	288,000	-	-	288,000	
23	Station Area Planning	120,000	-	-	120,000	
24	Fiber Rehab and Replacement	750,000	-	-	750,000	
25	Meadowbrook Flooring/Lighting	140,000	-	-	140,000	
26	Northern Utah Double Track	800,000	-	-	800,000	
27	Bus Stop Enhancements	2,300,000	-	-	2,300,000	
28	Bus Replacement	12,027,289	-	-	12,027,289	
29	Camera Sustainability	520,000	-	-	520,000	
30	<b>Positive Train Control</b>	<b>1,102,000</b>	<b>255,000</b>	-	<b>1,357,000</b>	<b>409,272</b>
31	TIGER Program of Projects	9,506,000	-	-	9,506,000	
32	Public Partnership Projects	7,400,000	-	-	7,400,000	
33	Bike Racks on Front Runner	144,000	-	-	144,000	
35	Signal Pre-emption Project	495,000	-	-	495,000	
36	<b>Capital Contingency</b>	<b>2,216,000</b>	<b>(255,000)</b>	<b>-</b>	<b>1,961,000</b>	
37	Other Capital Projects	34,710,511	-	-	34,710,511	-
<b>Total Budget</b>		<b>\$ 232,269,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 232,269,000</b>	<b>\$ 409,272</b>



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 11/9/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Kim Shanklin, Chief People Officer  
**PRESENTER(S):** Kenya Fail, Civil Rights Compliance Manager

**TITLE:**

---

**UTA Policy - UTA.01.07 - Equal Employment Opportunity**

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**AGENDA ITEM TYPE:**

UTA Policy

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**RECOMMENDATION:**

Adopt UTA Policy UTA.01.07 - Equal Employment Opportunity with minor updates and rescind Corporate Policy 6.1.08 - Equal Employment Opportunity, Antidiscrimination, Harassment, and Retaliation Policy.

---

**BACKGROUND:**

Pursuant to EEO Regulations, the FTA produced FTA Circular (4704.1A) which requires an EEO Policy update every 4 years or as major changes occur in the workforce or employment conditions. Major changes have occurred in UTA's organizational structure as it relates to the EEO program, including a newly named Executive Director, an EEO Officer, and a change in designated staff responsible for conducting EEO investigations.

---

**DISCUSSION:**

Substantial updates include:

- Performed a comprehensive review of policy for language, clarification, readability, accessibility, and to reflect internal process updates;
- Clarified and updated policy definitions;
- Updated UTA contact information related to EEO reporting;
- Revised language to include designation of UTA Internal Audit staff to conduct investigations related to

EEO matters;

- Updated external resources.
- 

**ALTERNATIVES:**

If this policy is not adopted, the current Corporate Policy 6.1.08 - Equal Employment Opportunity, Antidiscrimination, Harassment, and Retaliation Policy would remain in effect without changes.

---

**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

UTA.01.07 - Equal Employment Opportunity

## UTAH TRANSIT AUTHORITY POLICY

### No. UTA.01.07

## EQUAL EMPLOYMENT OPPORTUNITY

### 1) Purpose.

Utah Transit Authority ("Authority") is an Equal Opportunity employer. This policy outlines the approach UTA uses to create a workplace free of discrimination, harassment, or retaliation of any type and promotes equal employment opportunity through its employment practices. This policy described herein applies to all employees, independent contractors, visitors, passengers, personnel working on our premises who are employed by temporary agencies and any other persons or firms doing business for or with UTA including contractors.

### 2) Definitions.

*"Appeal"* means the process by which a case is reviewed and parties request a formal change to an investigation outcome.

*"Complaint"* means a form of communication that expresses an objection to something that is unfair, unacceptable, or otherwise not up to normal standards.

*"Complainant"* means the party who makes the Complaint against another.

*"Discrimination"* means the unequal treatment of individuals with respect to the terms and conditions of their employment, based on their association in a Protected Category.

*"Equal Opportunity"* means that qualified individuals have a full and fair opportunity to compete for hiring and promotion following all statutes and regulations that prohibit employment Discrimination and provide employees and job applicants protections and remedies against employment Discrimination.

*"Equal Employment Opportunity Program"* means a comprehensive written document with detailed, results-oriented set of procedures designed to analyze relevant labor market data, as well as employment practices to identify possible barriers to participation of women and minorities in all levels of the workforce.

*"EEO Officer"* means the individual responsible for implementing the EEO Program and ensuring that policies and programs are carried out.

*"Executive Director"* means the senior-most executive over the agency reporting directly to the UTA Board of Trustees, who is also executive over the Executive Director department.

*"Harassment"* means unwelcomed visual, verbal, or physical conduct engaged in on account of a person's actual or perceived association with a Protected Category.



*“Investigation”* means a thorough search for facts, especially those that are hidden or need to be sorted out in a complex situation. The goal of an Investigation is usually to determine what, when, why and how something happened. Investigations are usually formal and official.

*“Investigator”* means someone who carries out Investigations, especially as part of their job to collect information by talking to witnesses and informants, collecting physical evidence, or searching records.

*“Management”* means directing and controlling a group of people or an organization to reach a goal. This includes individuals who are part of the leadership team such as managers, supervisors, directors, or executives.

*“No Cause File”* means a written file or document which remains confidential for recordkeeping purposes only with restricted access to individuals on a need-to-know basis or as requested by the Records Office.

*“Protected Activity”* means actions taken in good faith in furtherance and support of equal employment opportunity for all employees including but not limited to acting as a complainant, witness, advocate, investigator, or adjudicator.

*“Protected Category”* means a group of people who qualify under federal law to be protected from employment Discrimination based on race, color, religion, national origin, disability, age, pregnancy, sex, sexual orientation, gender identity, veteran status, status as a parent or genetic information.

*“Religious Accommodation”* means any adjustment to the work environment that will allow an employee or applicant to practice their religion.

*“Retaliation”* means a form of unlawful Discrimination or harmful action that occurs when an employer, person or a group takes adverse action against an employee, applicant or other covered individuals because they filed a charge, Complaint or grievance or is engaged in a Protected Activity including participation in an Investigation or lawsuit.

*“Sexual Harassment”* means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964.

*“UTA”* means Utah Transit Authority

### 3) Policy.

Utah Transit Authority prohibits any unlawful Discrimination, Harassment or Retaliation of any type in relation to Title VI and VII of the Civil Rights Act of 1964. UTA promotes equal employment opportunities through its employment practices to current employees as well as internal and external applicants without regard to race, color, religion, national origin, disability,

age, pregnancy, sex, sexual orientation, gender identity, veteran status, status as a parent, or genetic information. Utah Transit Authority shall be proactive in its pursuit of a successful Equal Employment Opportunity Program (“EEO”). In order to uphold this commitment, Utah Transit Authority has established an EEO Program to be implemented by its Equal Opportunity Officer. Furthermore, all Utah Transit Authority Management personnel shall share in the responsibility of Equal Employment Opportunity compliance.

A. Reporting.

If any individual believes that they have been subjected to any unlawful Discrimination, Harassment, or Retaliation, the employee should bring the claim to the attention of the employee's Executive, supervisor, manager, Civil Rights Office staff, People Office staff, EEO Officer at [eeoofficer@rideuta.com](mailto:eeoofficer@rideuta.com), Internal Audit staff or UTA’s anonymous reporting tool <https://www.lighthouse-services.com/rideuta-eeo> for Investigation as soon as possible. An individual bringing a Complaint under this policy shall make a written statement briefly summarizing the alleged unlawful Discrimination, Harassment, or Retaliation. Individuals may complete the written Complaint on behalf of the Complainant if necessary. Complaints will be forwarded to appropriate offices as necessary in accordance with UTA SOP’s. The Complaint shall be placed in a temporary file until the Investigation is complete and shall not be placed in the personnel file. Management aware of a Complaint of Discrimination, Harassment or Retaliation must report it immediately to UTA Internal Audit to ensure proper and lawful handling of the matter.

B. Investigations.

All Complaints will be addressed promptly. Complaints involving Discrimination, Harassment or Retaliation will be investigated by UTA Internal Audit staff or another appropriately designated “Investigator”. After receipt of a Complaint, the “Investigator” will complete an Investigation and provide written summary of the outcome of the Investigation to the complaining individual (unless anonymous), the complaining individual’s supervisor, Executive and subject of the Complaint. Any individual interested in filing an Appeal regarding the outcome of an Investigation may contact UTA Internal Audit to initiate this process. The individual’s direct supervisor may meet with the affected individual as necessary to address the outcome of the Complaint. In the event the “Investigator” determines an individual violated this policy, the Complaint and the summary shall be placed in the violating individual’s personnel file subject to the outcome of any ensuing Appeal. If the “Investigator” finds no policy violation, the Complaint and summary shall be placed in a “No Cause File” maintained for the sole purpose of recordkeeping. Contents of this file shall not be placed in the individual’s personnel file and shall not be used in any future employment action or decision, subject to the outcome of any ensuing Appeal.

C. Retaliation.

Retaliation against an employee who brings a claim under this Policy in good faith or who participates as a witness or aids in the resolution of a Complaint is prohibited. Complaints of Retaliation will be properly investigated and any necessary and appropriate remedial action will be taken.

D. Religious Accommodations.

Individuals interested in requesting a “Religious Accommodation” for a religious reason must submit a written request. Individuals should contact their assigned Human Resources Business Partner (HRBP) to initiate the request. However, individuals may also contact their managers or supervisors to make the initial request. Management made aware of a religious accommodation should contact the appropriate HRBP. The People Office will work with the Civil Rights Compliance Department to determine the best course of action regarding the request absent undue hardship on the conduct of our business.

E. Policy Considerations.

While every definition listed above does not provide a complete list of what may constitute Discrimination, Harassment or Retaliation under the law, the Authority expects all employees to act professionally and treat each other with respect.

F. External Resources.

This policy is intended to provide an internal procedure for individuals to report, and for UTA to fully and fairly investigate, Complaints relating to possible violations of Title VI and VII of the 1964 Civil Rights Act, as amended and other applicable state and federal laws. This is not intended to replace in whole or part Complaint procedures available to individuals who wish to file a Complaint, including the procedures of the following:

State of Utah Labor Commission Anti-Discrimination & Labor Division 160 East 300 South, 3rd Floor Salt Lake City, Utah 84114-6600 Telephone (800-)222-1238 (Toll Free)	U.S. Equal Employment Opportunity Commission Regional Office 3300 North Central Ave. Ste 690 Phoenix, AZ 85012-2504 Telephone (800)-669-4000 TTY: (800)-669-6820	Federal Transit Administration Region VIII 1916 Stout Street Ste. 13-301 Denver, CO 80294 Telephone (303)-362-2400
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G. Review.

In compliance with Federal EEO guidelines, this policy will be updated every 4 years at the time of the Agency's EEO Program submission, or upon the naming of a new EEO Officer or Executive Director.

4) Cross References.

- UTA.01.02 - Americans with Disabilities Act (ADA) Compliance UTA Policy
- Title VI and Title VII of the Civil Rights Act of 1964
- FTA C 4702.1B - Title VI Requirements and Guidelines for Federal Transit Administration Recipients
- FTA C 4704.1A - Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients

- Corporate Policy 6.1.1 - Employee Expectations
- HR.110 - Reasonable Accommodation Request Handling SOP
- AGCY.01.01 - Internal Investigations of Complaints Agency SOP

This UTA Policy was reviewed by UTA's Chief Officers on 08/03/22, approved by the Board of Trustees on \_\_\_\_\_ and approved by the Executive Director on \_\_\_\_\_. This policy takes effect on the latter date.

DocuSigned by:  
  
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 Kim Shanklin, Chief People Officer  
 Accountable Executive

\_\_\_\_\_  
 Jay Fox  
 Executive Director

Approved as to form and content:

DocuSigned by:  
  
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 Counsel for the Authority

## History

Date	Action	Owner
12/2000	Harassment Policy 3.040 Adopted	
03/2001	Revised	
	Superseded by Corporate Policy U.2.5.2.1	
	Renumbered to 6.1.9	
12/2000	EEO Policy 3.030 Adopted	
	Superseded by Corporate Policy 5.2.1	
07/27/2007	EEO Policy and Harassment Policy Combined to 6.1.8	
11/23/2011	EEO Policy Revised to include references to Genetic Information Discrimination Act of 2008	
02/07/2012	EEO Policy Revised to reflect recommendations from FTA Compliance Review	
09/11/2012	Reporting Process Revised	
03/03/2015	Incorporated Harassment-Free Workplace SOP 6.1.9 and new prohibitions against Discrimination identified in UTA's Master Agreement with FTA.	
04/19/2016	Policy Revised to identify new Civil Rights Manager.	
09/27/2016	Requesting Process for Accommodations	

	Added	
	Rescinded – Corporate Policy 6.1.08 – Equal Employment Opportunity, Discrimination Anti-Discrimination, Harassment, and Retaliation Policies	Chief People Officer
	Board Approved – UTA.01.07 Equal Employment Opportunity	Chief People Officer
	Adopted – UTA.01.07 Equal Employment Opportunity	Chief People Officer



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 11/9/2022

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Jay Fox, Executive Director  
**PRESENTER(S):** Carlton Christensen, Chair of the Board of Trustees

**TITLE:**

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**Strategy Session to Discuss Collective Bargaining**

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**AGENDA ITEM TYPE:**

Closed Session

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**RECOMMENDATION:**

Approve moving to closed session for discussion of collective bargaining.

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**BACKGROUND:**

Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes.

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**DISCUSSION:**

The purpose for this closed session is:

- Strategy session to discuss collective bargaining