

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

Wednesday, August 21, 2019, 9:00 a.m.
Utah Transit Authority Headquarters
669 West 200 South, Salt Lake City, Utah
Golden Spike Conference Rooms



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| 1. Call to Order & Opening Remarks | Chair Carlton Christensen |
| 2. Pledge of Allegiance | Chair Carlton Christensen |
| 3. Oath of Office – Executive Director Carolyn Gonot | Cathie Griffiths |
| 4. Safety First Minute | Sheldon Shaw |
| 5. Public Comment Period | Bob Biles |
| 6. Approval of August 7, 2019 Board Meeting Minutes | Chair Carlton Christensen |
| 7. Agency Report | Carolyn Gonot |
| a. Gillig Bus Purchase | Eddy Cumins |
| 8. Financial Report – July 2019 | Bob Biles |
| 9. R2019-08-04 Resolution Authorizing the Execution of a Certification of Intent to Participate in the Volkswagen Environmental Mitigation Trust Funding Assistance Program for Replacement of Diesel Buses | Mary DeLoretto |
| 10. Contracts, Disbursements and Grants | |
| a. Amendment 1 to Memorandum of Understanding with University of Utah for Union Building Bus Bays (University of Utah) | Mary DeLoretto |
| b. Change Order: On-Call Maintenance Task Order #85 – University of Utah Union Building Bus Bay Improvements (Stacy and Witbeck) | Mary DeLoretto |
| c. Contract: Davis Salt Lake City Community Connector Bus Rapid Transit Project Engineering and Design Services (AECOM Technical Services) | Mary DeLoretto |

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|------------|---|----------------------------------|
| d. | Change Order: Depot District Clean Fuels Technology Center Construction Manager/General Contractor Phase 2 Change Order 2 for Demolition and Hazardous Waste Abatement (Big-D Construction) | Mary DeLoretto |
| e. | Contract: 2019 OnBoard Survey (Resource Systems Group) | Nichol Bourdeaux |
| f. | Contract: Inventory Parts for Light Rail Vehicle Pantograph Overhaul (Siemens) | Eddy Cumins |
| g. | Contract: Light Rail Vehicle Coupler Quarter Life Overhaul Parts (Siemens) | Eddy Cumins |
| h. | Revenue Contract Amendment: Wheel Truing Services Provided by UTA (Sonoma-Marin Area Rail Transit District) | Eddy Cumins |
| i. | Pre-procurement: Bulk Fuel Purchase | Eddy Cumins |
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| 11. | Service and Fare Approvals | |
| a. | Complimentary S-Line Service for Sugar House Backyard Bash Event August 31, 2019 | Monica Morton |
| b. | Complimentary Bus Service for Peach Days September 7, 2019 | Monica Morton |
| c. | Sponsored Fare by Salt Lake City for Routes 2, 9, and 21 | Monica Morton |
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| 12. | Discussion Items | |
| a. | Fourth Amendment of the Authority's 2019 Budget (Operating Reallocation) | Bob Biles |
| b. | Insurance and Risk Management Report | Dave Pitcher |
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| 13. | Other Business | Chair Carlton Christensen |
| a. | Next meeting: August 28, 2019 at 9:00 a.m. | |
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| 14. | Closed Session | Chair Carlton Christensen |
| a. | Strategy session to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would prevent the public body from completing the transaction on the best possible terms. | |
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| 15. | Adjourn | Chair Carlton Christensen |

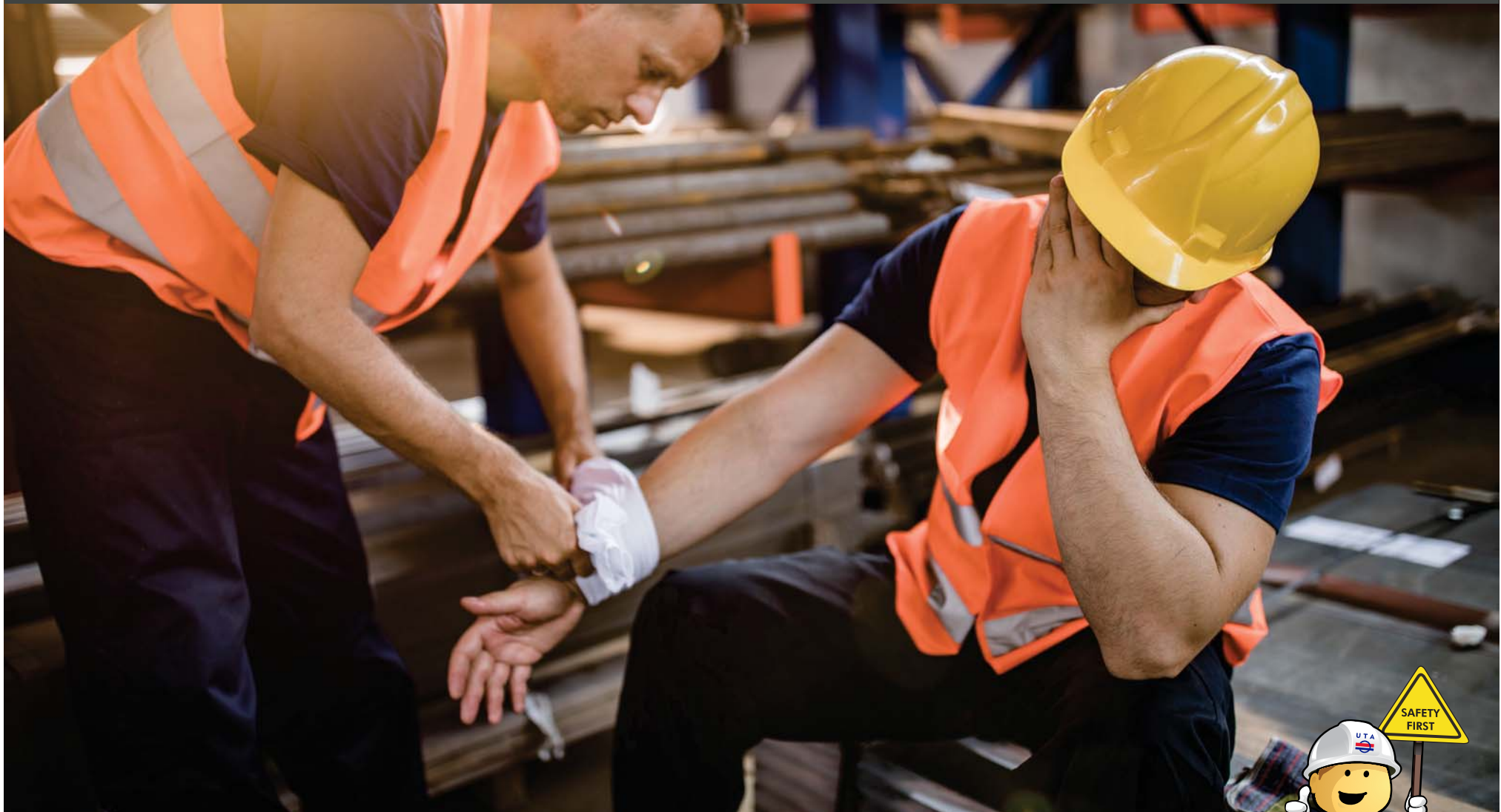
Public Comment: Members of the public are invited to provide comment during the public comment period. Comment may be provided in person or online through www.rideuta.com. In order to be considerate of time and the agenda, comments are limited to 2 minutes per individual or 5 minutes for a designated spokesperson representing a group. Comments may also be sent via e-mail to boardoftrustees@rideuta.com.

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

Website: <https://www.rideuta.com/Board-of-Trustees>

Live Streaming: https://www.youtube.com/results?search_query=utaride

BE ALERT, ACCIDENTS HURT





Minutes of the Regular Meeting of the
Utah Transit Authority (UTA) Board of Trustees

Wednesday, August 7, 2019, 9:00 a.m.
Utah Transit Authority Headquarters
669 West 200 South, Salt Lake City, Utah
Golden Spike Conference Rooms

Board Members Present:

Carlton Christensen, Chair
Beth Holbrook
Kent Millington

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

Call to Order, Opening Remarks, and Pledge of Allegiance. Chair Christensen welcomed attendees and called the meeting to order at 9:00 a.m. Following Chair Christensen's opening remarks, the board and meeting attendees recited the Pledge of Allegiance.

Safety First Minute. Chair Christensen yielded the floor to Amy Cornell-Titcomb, UTA Emergency Management Program Manager, for a brief safety message.

Public Comment Period. No public comment was given.

Approval of July 31, 2019 Board Meeting Minutes. A motion to approve the July 31, 2019 Board Meeting Minutes was made by Trustee Millington and seconded by Trustee Holbrook. By acclamation the motion carried unanimously.

Chair Christensen informed the attendees that this is Interim Executive Director, Steve Meyer's last board meeting before his retirement on August 16, 2019. He thanked Mr. Meyer for stepping into the role and staying on board while they sought a permanent Executive Director.

Agency Report. Mr. Meyer provided an update of the University of Utah Union Building Bus Bay Construction. He said the team has been meeting with the university and has reached a consensus and approval on the design. He noted they are still working to close the funding gap; after which, the contractor is ready to begin work. Gray Turner, UTA Senior Program Manager, Engineering Project Developer, provided further details, including: the detoured route busses will take, that designated pathways will be provided for students, a lane of traffic will be open during construction, and production will take about 4-6 weeks.

Mr. Meyer then reported that the Federal Transit Administration (FTA) and their consultants were in town last week to do an audit of the state's safety oversight program. He informed the board the audit is performed triennially and that the FTA commented on the good relationship UTA and the Utah Department of Transit (UDOT) has. He noted one minor finding was received which UDOT feels is a misunderstanding and plans to clarify. The final report is expected in 45 days and will be then be shared with the board.

R2019-08-01 – Resolution Establishing Oversight of Pension Committee. Trustee Millington explained that this resolution establishes a process by which the Board, as the pension and 457 plan sponsor, receives regular updates on the plans and approves formal actions that are necessary for the administration of the plans. He also reported as Chair of the Pension Committee he will provide quarterly updates in public board meetings.

A motion to approve R2019-08-01 was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen.

At 9:12 a.m. Trustee Holbrook informed Chair Christensen that due to her interest in attending the Rail-Volution conference she would recuse herself for the discussion and vote on resolution R2019-08-02. Trustee Holbrook then left the room.

R2019-08-02 – Resolution Approving International Travel to the 2019 Rail-Volution Conference in Vancouver, British Columbia, Canada. Chair Christensen pointed out that Board Policy 2.1 requires the board to approve work-related international travel for UTA employees. He reported the 2019 Rail-Volution Conference is scheduled for September in Vancouver, British Columbia, Canada and that Trustee Holbrook and UTA Transit Oriented Development (TOD) Project Manager, Jordan Swain, desire to participate.

A motion to approve R2019-08-02 was made by Trustee Millington and seconded by Chair Christensen. The motion carried unanimously with aye votes from Trustee Millington, and Chair Christensen.

Trustee Holbrook returned to the meeting at 9:15 a.m.

R2019-08-03 – Resolution Authorizing Construction Amendments Under the Construction Manager/General Contractor Contract for First/Last Mile Connection Program of Projects (TIGER Grant). Mary DeLoretto, UTA Acting Chief Service Development Officer, recapped the details for Phase 1 of the First/Last Mile contract and the requirement to execute contract amendments in Phase 2. She detailed the amendment process of current and upcoming Phase 2 amendments through 2019 and the specifics for this resolution being:

- Authorizes the Interim Executive Director, or Executive Director, to execute Phase 2 Construction Services Amendment for the projects anticipated through 2019.

- Restricts amendments to not exceed the TIGER Grant Construction budget without additional Board approval.
- Limits Stakeholder-sponsored projects to not exceed TIGER Grant funds and local match commitments; and,
- Directs the Executive Director to provide informational updates on all Phase 2 amendments.

Discussion ensued. Questions on what happens if the project budget is exceeded, and reasons this item would return to the board through 2019 were posed by the board and answered by Ms. DeLoretto.

A motion to approve R2019-08-03 was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen.

Awarding of Lifetime Transit Passes to Jerry Benson and Spouse in Recognition of 33 Years of Service to UTA. Mr. Meyer recognized Mr. Benson for his dedication and service to the organization. Having performed as the interim executive director for a period of time now, Mr. Meyer noted he has a much greater appreciation for the work Mr. Benson and others in the previously titled chief executive officer position performed on the authority's behalf. He also stated the recognition and passes are appropriate but require the board's approval.

A motion to approve the passes was made by Trustee Millington and seconded by Trustee Holbrook. By acclamation the motion carried unanimously.

Contracts, Disbursements, and Grants.

Change Order: Depot District Clean Fuels Tech Center Design and Engineering Services (Stantec Engineering). Ms. DeLoretto, was joined by Greg Thorpe, UTA Project Manager III. Together they informed the board the purpose of this change order was for Stantec to design a new maintenance building in lieu of re-purposing the old locomotive building for the Depot District Clean Fuels Technology Center. Ms. DeLoretto also noted the new design will significantly reduce the costs of the project and that the contract will still go through the end of 2021.

Discussion ensued. The Board expressed a desire to see the design prior to construction starting. Mr. Meyer reported Salt Lake City has been informed of the project, and UTA has worked closely with the contractor on the cost of the project. Questions on whether or not previous design and architectural elements would be incorporated, and what level of lead certification would be pursued were posed by the board and answered by Ms. DeLoretto and Mr. Thorpe.

A motion to approve the change order was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously with aye votes from Trustee Holbrook, Trustee Millington, and Chair Christensen.

Change Order: Airport Station Relocation Constriction Manager and General Contractor (Kiewit Infrastructure West). Ms. DeLoretto and Mr. Thorpe together reminded the board that Phase 1 which was previously approved covered pre-construction costs and that this change order is for Phase 2, construction costs.

Discussion ensued. Questions regarding how Mr. Thorpe's name on the agreement will be handled following his retirement, and what is the basis for fees if construction is not completed by the 2021 date specified in the agreement were posed by the board and answered by staff.

A motion to approve the change order was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen.

Change Order: FrontRunner Positive Train Control Construction Management and General Contractor (Rocky Mountain Systems Services). Eddy Cumins, UTA Chief Operating Officer was joined by Dan Hofer, UTA Manager State of Good Repair. They explained this change order is for additional work associated with the implementation of the federally-mandated positive train control system on UTA's FrontRunner system. The change order will extend the contract to December 31, 2020 and see the project through completion. Additionally, they provided details associated with its scope.

Discussion ensued. Questions regarding how the need for this change order came about and if the seismic guidelines were state or federally required were posed by the board and answered by staff.

A motion to approve the change order was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously with aye votes from Trustee Holbrook, Trustee Millington, and Chair Christensen.

Pre-procurement: Auto-Body and Collision Repair. Mr. Cumins informed the board that the proposed procurement is a 5-year multiple vendor contract on an as-needed basis to provide collision and auto-body repair for UTA's ride share and van pool vehicles, FLHQ white fleet, and any third-party vehicle claims. He also reported the contract will help ensure best price repairs, and that the estimated contract amount is based on evaluations of repairs for the previous five years.

A brief discussion ensued. The question of what determines where vehicles are sent was posed by the board and answered by staff.

Discussion Items.

Independent Monitor Report. Rees Morgan and Sean Coyle, Coblenz Patch Duffy & Bass LLP (CPD&B)

Mr. Morgan greeted the board and noted the purpose of their visit was to share findings from the monitorship's Initial Report and discuss plans for phase two. Using the Initial Report as a guide, he explained how the monitorship came about, and stated the non-prosecution agreement (NPA) is the basis for CPD&B's work, sets the guidelines, and establishes their charter. He outlined the legislative audit's and U.S. Attorney's investigation as well as their focus on the following four core subjects.

1. Inadequate Controls Over Federal Funds and Drawdowns from Federal Grants;
2. Improper Handling and Disclosure of Property Acquisitions and Disposition;
3. Non-Compliance with Ethical Standards Resulting in Benefits to UTA Employees and Board Members; and,
4. Improper Approval of Executive Bonuses.

Mr. Morgan outlined the steps taken during their assessment, noted CPD&B had retained transportation auditor consultants to assist with federal grant management requirements, and stated the purpose of phase one was to assess the current status of the 2016 reforms. Mr. Morgan pointed out the NPA was premised in part on twelve reforms and touched on a few of them. He discussed the results and recommendations of phase one of the monitorship, and advised of specific items they intend to focus on in phase two.

Throughout Mr. Morgan's review he was very complimentary of the current UTA personnel, staff's desire for ethical management, and the authority's implementation of controls and procedures. He also expressed appreciation for the strong cooperation from UTA.

Mr. Coyle advised that the monitorship will now transition into the second phase where they will test concerns, reach recommendations, and rule out items that are no longer of concern. He explained they intend to accomplish this with four semi-annual reports. The first of which will be issued in December 2019. Each report will focus on specific aspects of the reform and will be broken-down by complexity, organized, and staged. He noted the first report will focus on the transition from in-house general counsel to reliance of the legal team from the Attorney General's Office, implementation of new TOD procedures, and travel documentation. He advised they intend to begin looking at the lifecycle of a TOD as well as internal audits later in phase two and anticipate those items to run throughout the entire phase. Concluding, Mr. Coyle pointed out they will not study the turnover in leadership or Local Advisory Council until later in phase two.

Chair Christensen called for a brief recess at 10:07 a.m.

The meeting resumed at 10:22 a.m.

Service Choices Coverage Scenarios. Laura Hanson, UTA Director of Planning, and Alex Beim, UTA Strategic Planner III, explained what coverage service is and provided an overview of reasons to consider providing it. They also reviewed how to measure the success of coverage service.

Discussion ensued. Questions on how flex routes adhere to schedules compared to microtransit, whether microtransit is designed to be app-based, and what the planning department's recommendation is were posed by the board and answered by staff.

Bus Stop Master Plan. Ms. Hanson was joined by G.J. LaBonty, UTA Manager of Customer Experience, and Robert Brothersen, UTA Bus Stop Administrator. She touted their work and thanked them, along with Joe Taylor, UTA Active Transportation Planner, for being big contributors to the bus stop master plan. Ms. Hanson reminded the trustees the bus stop master plan is one of several pieces within the service planning toolbox her department has been developing. She reviewed the details of the master plan, August change day 2019, bus stop inventory, benefits due to bus stop improvements, stop level amenities, average cost per bus stop, bus stop prioritization, funding for bus stops, 5-year capital budget strategy, and the Taylorsville agreement for the bus stop improvements.

Discussion ensued. Questions regarding whether or not businesses in Taylorsville knew they could have been contributors for the bus stop improvements, costs associated with the installation of electronic displays at bus stops, and the number of stop improvements and bus stops on the east versus west sides of Salt Lake County were posed by the board and answered by staff.

Trustee Holbrook requested that planning advise the board when electronic displays are installed.

Health and Wellness Program Report. Kim Ulibarri, UTA Chief People Officer was joined by Jacob Gomez, UTA Manager of Total Rewards. They provided an overview of strategic approach to healthcare, implementation and the current state of the UTA clinic, participation in wellness over time, UTA wellness, and planning for 2019 and beyond. It was also noted they are always looking at the high deductible options.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, August 21, 2019 at 9:00 a.m.

Closed Session. Chair Christensen stated there were matters to be discussed in closed session related to collective bargaining.

A motion for a closed session was made by Trustee Holbrook and seconded by Trustee Millington. By acclamation the motion carried unanimously and the board moved to the closed session at 11:34 a.m.

Open Session. A motion to return to open session was made by Trustee Millington and seconded by Trustee Holbrook. By acclamation the motion carried unanimously and the board returned to open session at 12:12 p.m.

Adjournment. A motion to adjourn was made by Trustee Holbrook and seconded by Trustee Millington. By acclamation the meeting was adjourned at 12:14 p.m.

Transcribed by Angie Olsen
Executive Assistant to the Board of Trustees
Utah Transit Authority
aolsen@rideuta.com
801.287.2581

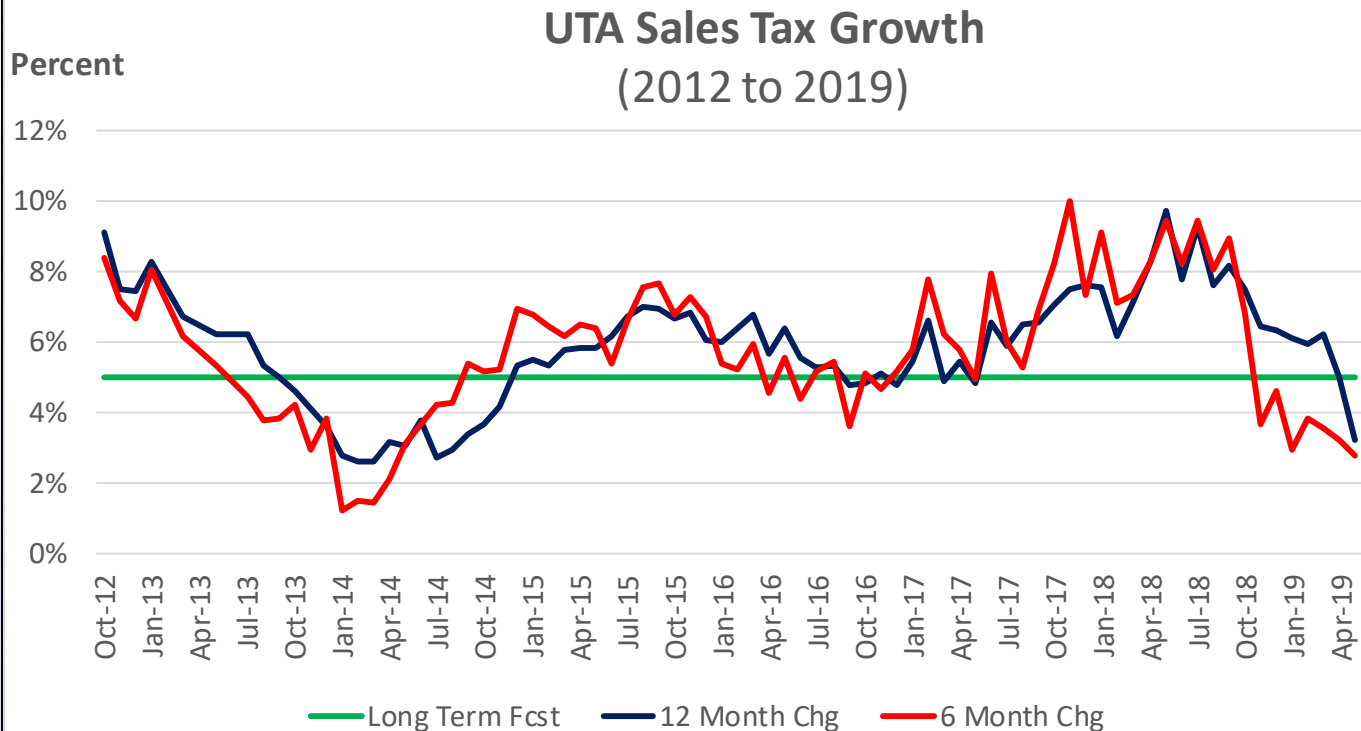
This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at www.utah.gov/pmn/sitemap/notice/550117.html for entire content.

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

UTA Board Dashboard

July 2019

Financial Metrics	July Actual	July Budget	Fav/ (Unfav)		YTD Actual	YTD Budget	Fav/ (Unfav)	
				%				%
Sales Tax (May '19 mm \$)	\$ 24.8	\$ 23.1	\$ 1.68	7.3%	\$ 115.1	\$ 114.3	\$ 0.75	0.7%
Fare Revenue (mm)	\$ 4.4	\$ 4.3	\$ 0.04	0.9%	\$ 30.9	\$ 31.0	\$ (0.16)	-0.5%
Operating Exp (mm)	\$ 25.3	\$ 24.7	\$ (0.59)	-2.4%	\$ 163.3	\$ 170.1	\$ 6.79	4.0%
Subsidy Per Rider (SPR)	\$ 6.20	\$ 5.48	\$ (0.72)	-13.1%	\$ 5.31	\$ 5.48	\$ 0.17	3.1%
UTA Diesel Price (\$/gal)	\$ 2.02	\$ 2.50	\$ 0.48	19.1%	\$ 2.03	\$ 2.50	\$ 0.47	18.7%
Operating Metrics	July Actual	Jul-18	F/ (UF)	%	YTD Actual	YTD 2018	F/ (UF)	%
Ridership (mm)	3.38	3.26	0.1	3.7%	24.96	24.91	0.1	0.2%
Alternative Fuels	CNG Price (Diesel Gal Equiv)		\$ 1.80					

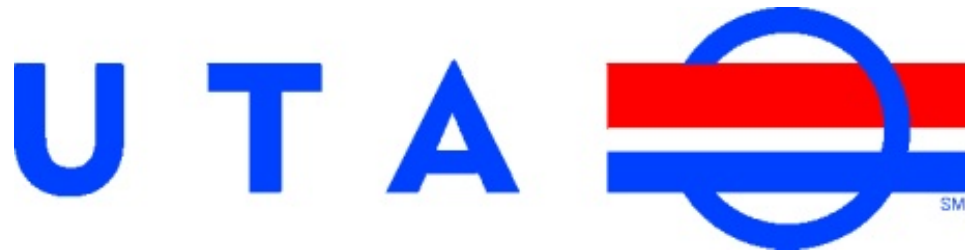


Utah Transit Authority

Financial Statement

(Unaudited)

July 31, 2019



KEY ITEM REPORT
(UNAUDITED)
As of July 31, 2019

EXHIBIT 1-1

	2019 YTD ACTUAL	2019 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Sales Tax	\$ 168,759,949	\$ 167,120,275	\$ 1,639,674	1%
2 Passenger Revenue	30,866,618	31,024,179	(157,561)	-1%
3 Other Revenue	49,378,075	46,977,418	2,400,657	5%
4 Total Revenue	249,004,642	245,121,873	3,882,769	2%
5 Net Operating Expenses	(163,346,609)	(170,133,300)	6,786,691	4%
Net Operating Income (Loss)	85,658,033	74,988,572	10,669,461	14%
6 Debt Service	74,653,316	76,824,200	2,170,884	3%
7 Other Non-Operating Expenses	2,807,517	3,504,113	696,596	20%
8 Sale of Assets	(277,220)	-	277,220	
9 Contribution to Capital Reserves	\$ 8,474,420	\$ (5,339,741)	\$ 13,814,161	
10 Bond Debt Service - Series 2016 UT COUNTY	1,176,627			
11 Amortization	(3,753,101)			
12 Depreciation	81,490,903			
13 Total Non-cash Items	\$ 78,914,429			

GOALS

RIDERSHIP

2018 Actual	July 2019	July 2018	Difference	2019 YTD	2018 YTD	Difference
14 44,200,955	3,382,065	3,261,951	120,114	24,955,862	24,905,570	50,292

OPERATING SUBSIDY PER RIDER -

	SPR
16 Net Operating Expense	\$ 163,346,609
17 Less: Passenger Revenue	(30,866,618)
18 Subtotal	132,479,991
19 Divided by: Ridership	÷ 24,955,862
20 Subsidy per Rider	\$ 5.31

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of July 31, 2019

EXHIBIT 1-2

BALANCE SHEET

	<u>7/31/2019</u>	<u>7/31/2018</u>
CURRENT ASSETS		
1 Cash	\$ 19,851,843	\$ 12,383,763
2 Investments (Unrestricted)	73,753,409	83,027,681
3 Investments (Restricted)	104,063,387	136,482,848
4 Receivables	63,848,337	53,024,050
5 Receivables - Federal Grants	37,225,363	36,392,794
6 Inventories	35,590,587	36,082,196
7 Prepaid Expenses	1,697,428	525,998
8 TOTAL CURRENT ASSETS	<u>\$ 336,030,354</u>	<u>\$ 357,919,330</u>
9 Property, Plant & Equipment (Net)	3,029,959,585	3,025,486,392
10 Other Assets	146,845,880	145,787,723
11 TOTAL ASSETS	<u>\$ 3,512,835,819</u>	<u>\$ 3,529,193,445</u>
12 Current Liabilities	32,602,877	26,842,276
13 Other Liabilities	242,210,465	256,077,084
14 Net Pension Liability	131,548,114	100,876,554
15 Outstanding Debt	2,188,229,572	2,199,050,801
16 Equity	918,244,791	946,346,730
17 TOTAL LIABILITIES & EQUITY	<u>\$ 3,512,835,819</u>	<u>\$ 3,529,193,445</u>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
18 Debt Service Reserves	38,391,180	35,536,992
19 2018 Bond Proceeds	38,935,790	58,978,169
20 Debt Service Interest Payable	11,213,925	9,455,751
21 Risk Contingency	-	7,630,873
22 Box Elder County ROW (sales tax)	7,396,882	6,683,856
23 Mountain Accord	-	149,707
24 Joint Insurance Trust	5,112,550	4,037,750
25 UT County Bond Proceeds	-	4,677,651
26 Davis County Escrow	1,215,970	
27 SL County Escrow (Streetcar Double Track)	-	
28 Amounts held in escrow	1,797,090	9,332,099
29 TOTAL RESTRICTED RESERVES	<u>\$ 104,063,387</u>	<u>\$ 136,482,848</u>
DESIGNATED GENERAL AND CAPITAL RESERVES		
30 General Reserves	\$ 14,376,696	
31 Service Sustainability Reserves	9,166,000	\$ 13,916,046
32 Fuel Reserve		1,915,000
33 Parts Reserve		3,000,000
34 Operating Reserve		25,976,619
35 Capital Reserve	10,700,000	
36 Debt Reduction Reserve	59,362,556	32,541,912
37 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	<u>\$ 93,605,252</u>	<u>\$ 77,349,577</u>
38 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	<u>\$ 197,668,639</u>	<u>\$ 213,832,425</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-3

As of July 31, 2019

REVENUE & EXPENSES

	ACTUAL Jul-19	ACTUAL Jul-18	YTD 2019	YTD 2018
REVENUE				
1 Passenger Revenue	\$ 4,359,491	\$ 3,718,033	\$ 30,866,618	\$ 29,705,443
2 Advertising Revenue	204,167	200,000	1,429,167	1,400,000
3 Investment Revenue	420,763	1,334,276	3,509,036	3,578,741
4 Sales Tax	27,771,903	26,046,776	168,759,949	160,453,547
5 Other Revenue	573,260	4,813,107	6,866,323	6,055,598
6 Fed Operations/Preventative Maint.	5,332,555	6,042,734	37,573,549	36,553,547
7 TOTAL REVENUE	\$ 38,662,139	\$ 42,154,926	\$ 249,004,642	\$ 237,746,876
OPERATING EXPENSE				
8 Bus Service	\$ 9,588,077	\$ 8,162,107	\$ 59,043,146	\$ 54,613,398
9 Commuter Rail	2,251,438	2,154,606	13,886,428	13,748,017
10 Light Rail	3,378,271	2,976,579	21,722,608	20,633,321
11 Maintenance of Way	1,416,503	997,645	9,992,950	8,969,174
12 Paratransit Service	1,976,354	1,988,681	12,860,665	12,217,098
13 RideShare/Van Pool Services	245,813	563,392	1,703,829	1,790,385
14 Operations Support	4,190,325	3,833,002	27,472,479	26,103,658
15 Administration	2,282,895	2,303,073	16,664,504	16,799,892
16 TOTAL OPERATING EXPENSE	\$ 25,329,676	\$ 22,979,085	\$ 163,346,609	\$ 154,874,943
17 NET OPERATING INCOME (LOSS)	\$ 13,332,463	\$ 19,175,841	\$ 85,658,033	\$ 82,871,933
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 633,954	\$ 459,754	\$ 2,807,517	\$ 2,595,818
19 Bond Principal	166,667	182,778	14,364,908	18,681,110
20 Bond Interest	7,892,473	7,901,566	55,639,930	55,158,012
21 Bond Cost of Issuance/Fees	10,225	2,100	46,925	1,044,622
22 Lease Cost	645,776	514,895	4,601,553	3,870,693
23 Sale of Assets	635,273	(1,172,743)	(277,220)	(5,212,094)
24 TOTAL NON-OPERATING EXPENSE	\$ 9,984,368	\$ 7,888,350	\$ 77,183,613	\$ 76,138,161
25 CONTRIBUTION TO CAPITAL RESERVES	\$ 3,348,095	\$ 11,287,491	\$ 8,474,420	\$ 6,733,772
OTHER EXPENSES (NON-CASH)				
26 Bond Debt Service - Series 2007A CAB		\$ (161,449)		\$ 69,069
27 Bond Debt Service - Series 2016 UT COUNTY	\$ 166,172		\$ 1,176,627	
28 Bond Premium/Discount Amortization	(1,285,887)	(1,076,976)	(9,001,209)	(7,511,213)
29 Bond Refunding Cost Amortization	682,153	683,649	4,775,075	4,785,544
30 Future Revenue Cost Amortization	67,576	67,576	473,033	473,033
31 Depreciation	11,892,635	10,230,335	81,490,903	82,378,299
32 NET OTHER EXPENSES (NON-CASH)	\$ 11,522,649	\$ 9,743,135	\$ 78,914,429	\$ 80,194,732

ACTUAL REPORT
(UNAUDITED)
As of July 31, 2019

EXHIBIT 1-4

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Jul-19	Jul-19	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 4,359,491	\$ 4,320,220	\$ 39,271	1%
2 Advertising Revenue	204,167	207,000	(2,833)	-1%
3 Investment Revenue	420,763	715,167	(294,404)	-41%
4 Sales Tax	27,771,903	24,531,120	3,240,783	13%
5 Other Revenue	573,260	157,083	416,177	265%
6 Fed Operations/Preventative Maint.	5,332,555	5,515,667	(183,112)	-3%
7 TOTAL REVENUE	\$ 38,662,139	\$ 35,446,257	\$ 3,215,882	9%
OPERATING EXPENSE				
8 Bus Service	\$ 9,588,077	\$ 9,024,815	\$ (563,262)	-6%
9 Commuter Rail	2,251,438	2,114,564	(136,874)	-6%
10 Light Rail	3,378,271	2,914,057	(464,214)	-16%
11 Maintenance of Way	1,416,503	1,520,111	103,608	7%
12 Paratransit Service	1,976,354	2,005,372	29,018	1%
13 RideShare/Van Pool Services	245,813	268,428	22,615	8%
14 Operations Support	4,190,325	4,204,758	14,433	0%
15 Administration	2,282,895	2,684,790	401,895	15%
16 TOTAL OPERATING EXPENSE	\$ 25,329,676	\$ 24,736,895	\$ (592,781)	-2%
17 NET OPERATING INCOME (LOSS)	\$ 13,332,463	\$ 10,709,362	\$ 2,623,101	24%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 633,954	\$ 486,623	\$ (147,331)	-30%
19 Bond Principal	166,667	166,667	-	0%
20 Bond Interest	7,892,473	7,736,780	(155,693)	-2%
21 Bond Cost of Issuance/Fees	10,225	2,100	(8,125)	-387%
22 Lease Cost	645,776	660,147	14,371	2%
23 Sale of Assets	635,273	-	(635,273)	
24 TOTAL NON-OPERATING EXPENSE	\$ 9,984,368	\$ 9,052,317	\$ (932,051)	-10%
25 CONTRIBUTION TO CAPITAL RESERVES	\$ 3,348,095	\$ 1,657,045	\$ 1,691,050	-102%
OTHER EXPENSES (NON-CASH)				
26 Bond Debt Service - Series 2007A CAB	\$ -			
27 Bond Debt Service - Series 2016 UT COUNTY	166,172			
28 Bond Premium/Discount Amortization	(1,285,887)			
29 Bond Refunding Cost Amortization	682,153			
30 Future Revenue Cost Amortization	67,576			
31 Depreciation	11,892,635			
32 NET OTHER EXPENSES (NON-CASH)	\$ 11,522,649			

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5

As of July 31, 2019

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Jul-19	Jul-19	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 30,866,618	\$ 31,024,179	\$ (157,561)	-1%
2 Advertising Revenue	1,429,167	1,432,002	(2,835)	0%
3 Investment Revenue	3,509,036	5,006,167	(1,497,131)	-30%
4 Sales Tax	168,759,949	167,120,275	1,639,674	1%
5 Other Revenue	6,866,323	1,929,583	4,936,740	256%
6 Fed Operations/Preventative Maint.	37,573,549	38,609,667	(1,036,118)	-3%
7 TOTAL REVENUE	\$ 249,004,642	\$ 245,121,873	\$ 3,882,769	2%
OPERATING EXPENSE				
8 Bus Service	\$ 59,043,146	\$ 60,174,263	\$ 1,131,117	2%
9 Commuter Rail	13,886,428	14,288,289	401,861	3%
10 Light Rail	21,722,608	21,225,213	(497,395)	-2%
11 Maintenance of Way	9,992,950	10,473,003	480,053	5%
12 Paratransit Service	12,860,665	13,428,154	567,489	4%
13 RideShare/Van Pool Services	1,703,829	1,878,948	175,119	9%
14 Operations Support	27,472,479	28,209,450	736,971	3%
15 Administration	16,664,504	20,455,980	3,791,476	19%
16 TOTAL OPERATING EXPENSE	\$ 163,346,609	\$ 170,133,300	\$ 6,786,691	4%
17 NET OPERATING INCOME (LOSS)	\$ 85,658,033	\$ 74,988,572	\$ 10,669,461	14%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 2,807,517	\$ 3,504,113	\$ 696,596	20%
19 Bond Principal	14,364,908	16,666,665	2,301,757	14%
20 Bond Interest	55,639,930	55,484,237	(155,693)	0%
21 Bond Cost of Issuance/Fees	46,925	31,800	(15,125)	-48%
22 Lease Cost	4,601,553	4,641,498	39,945	1%
23 Sale of Assets	(277,220)	-	277,220	
24 TOTAL NON-OPERATING EXPENSE	\$ 77,183,613	\$ 80,328,313	\$ 3,144,700	4%
25 CONTRIBUTION TO CAPITAL RESERVES	\$ 8,474,420	\$ (5,339,741)	\$ 13,814,161	259%
OTHER EXPENSES (NON-CASH)				
26 Bond Debt Service - Series 2007A CAB	\$ -			
27 Bond Debt Service - Series 2016 UT COUNTY	\$ 1,176,627			
28 Bond Premium/Discount Amortization	(9,001,209)			
29 Bond Refunding Cost Amortization	4,775,075			
30 Future Revenue Cost Amortization	473,033			
31 Depreciation	81,490,903			
32 NET OTHER EXPENSES (NON-CASH)	\$ 78,914,429			

CAPITAL PROJECTS
(UNAUDITED)
As of July 31, 2019

EXHIBIT 1-6

	2019 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 1,078,418	\$ 5,872,734	18.4%
2 INFORMATION TECHNOLOGY	747,191	8,783,718	8.5%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	655,960	2,863,935	22.9%
4 CAPITAL PROJECTS	14,364,496	93,017,360	15.4%
5 PROVO OREM BRT	1,648,910	10,591,896	15.6%
6 AIRPORT STATION RELOCATION	249,980	2,650,000	9.4%
7 STATE OF GOOD REPAIR	15,545,260	33,373,856	46.6%
8 TIGER	860,896	14,106,723	6.1%
9 TOTAL	<u>\$ 35,151,110</u>	<u>\$ 171,260,222</u>	20.5%
REVENUES			
10 GRANT	\$ 7,398,611	\$ 62,482,278	11.8%
11 STATE CONTRIBUTION	1,302,788	5,065,699	25.7%
12 LEASES (PAID TO DATE)	835,196	11,103,282	7.5%
13 BONDS	11,050,054	25,077,792	44.1%
14 LOCAL PARTNERS	2,092,442	17,013,733	12.3%
15 UTA FUNDING	12,472,019	50,517,438	24.7%
16 TOTAL	<u>\$ 35,151,110</u>	<u>\$ 171,260,222</u>	20.5%

As of July 31, 2019

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Jul-19	Jul-18	2019	2018
UTA				
Fully Allocated Costs	25,329,676	22,979,085	163,346,608	154,874,943
Passenger Farebox Revenue	4,359,492	3,718,033	30,866,618	29,705,671
Passengers	3,382,065	3,261,951	24,955,862	24,905,570
Farebox Recovery Ratio	17.2%	16.2%	18.9%	19.2%
Actual Subsidy per Rider	\$6.20	\$5.90	\$5.31	\$5.03
BUS SERVICE				
Fully Allocated Costs	12,416,681	10,941,544	78,346,608	73,402,792
Passenger Farebox Revenue	1,683,861	1,324,374	12,834,756	11,549,501
Passengers	1,508,548	1,353,664	11,497,607	10,696,873
Farebox Recovery Ratio	13.6%	12.1%	16.4%	15.7%
Actual Subsidy per Rider	\$7.11	\$7.10	\$5.70	\$5.78
LIGHT RAIL SERVICE				
Fully Allocated Costs	6,742,148	6,275,937	44,923,596	42,937,974
Passenger Farebox Revenue	1,558,309	1,253,967	10,053,366	10,432,942
Passengers	1,322,227	1,369,834	9,419,617	10,200,654
Farebox Recovery Ratio	23.1%	20.0%	22.4%	24.3%
Actual Subsidy per Rider	\$3.92	\$3.67	\$3.70	\$3.19
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,572,201	3,129,816	22,946,669	22,195,539
Passenger Farebox Revenue	511,345	461,863	3,240,023	3,400,459
Passengers	405,580	377,374	2,925,603	2,803,916
Farebox Recovery Ratio	14.3%	14.8%	14.1%	15.3%
Actual Subsidy per Rider	\$7.55	\$7.07	\$6.74	\$6.70
PARATRANSIT				
Fully Allocated Costs	2,148,059	2,146,859	14,054,240	13,443,210
Passenger Farebox Revenue	277,892	331,839	2,469,087	2,042,187
Passengers	63,218	62,559	462,427	485,595
Farebox Recovery Ratio	12.9%	15.5%	17.6%	15.2%
Actual Subsidy per Rider	\$29.58	\$29.01	\$25.05	\$23.48
RIDESHARE				
Fully Allocated Costs	450,588	484,930	3,075,496	2,895,428
Passenger Farebox Revenue	328,085	345,990	2,269,387	2,280,582
Passengers	82,492	98,520	650,609	718,532
Farebox Recovery Ratio	72.8%	71.3%	73.8%	78.8%
Actual Subsidy per Rider	\$1.49	\$1.41	\$1.24	\$0.86

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Jul-19	Jul-18	2019	2018
FULLY ALLOCATED COSTS				
Bus Service	\$12,416,681	\$10,941,544	\$78,346,608	\$73,402,792
Light Rail Service	\$6,742,148	\$6,275,937	\$44,923,596	\$42,937,974
Commuter Rail Service	\$3,572,201	\$3,129,816	\$22,946,669	\$22,195,539
Paratransit	\$2,148,059	\$2,146,859	\$14,054,240	\$13,443,210
Rideshare	\$450,588	\$484,930	\$3,075,496	\$2,895,428
UTA	\$25,329,676	\$22,979,085	\$163,346,608	\$154,874,943
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,683,861	\$1,324,374	\$12,834,756	\$11,549,501
Light Rail Service	\$1,558,309	\$1,253,967	\$10,053,366	\$10,432,942
Commuter Rail Service	\$511,345	\$461,863	\$3,240,023	\$3,400,459
Paratransit	\$277,892	\$331,839	\$2,469,087	\$2,042,187
Rideshare	\$328,085	\$345,990	\$2,269,387	\$2,280,582
UTA	\$4,359,492	\$3,718,033	\$30,866,618	\$29,705,671
PASSENGERS				
Bus Service	1,508,548	1,353,664	11,497,607	10,696,873
Light Rail Service	1,322,227	1,369,834	9,419,617	10,200,654
Commuter Rail Service	405,580	377,374	2,925,603	2,803,916
Paratransit	63,218	62,559	462,427	485,595
Rideshare	82,492	98,520	650,609	718,532
UTA	3,382,065	3,261,951	24,955,862	24,905,570
FAREBOX RECOVERY RATIO				
Bus Service	13.6%	12.1%	16.4%	15.7%
Light Rail Service	23.1%	20.0%	22.4%	24.3%
Commuter Rail Service	14.3%	14.8%	14.1%	15.3%
Paratransit	12.9%	15.5%	17.6%	15.2%
Rideshare	72.8%	71.3%	73.8%	78.8%
UTA	17.2%	16.2%	18.9%	19.2%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$7.11	\$7.10	\$5.70	\$5.78
Light Rail Service	\$3.92	\$3.67	\$3.70	\$3.19
Commuter Rail Service	\$7.55	\$7.07	\$6.74	\$6.70
Paratransit	\$29.58	\$29.01	\$25.05	\$23.48
Rideshare	\$1.49	\$1.41	\$1.24	\$0.86
UTA	\$6.20	\$5.90	\$5.31	\$5.03

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of July 31, 2019

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Government ¹	\$ 37,225,363	\$ 37,225,363	\$ -	\$ -	\$ -	\$ -
2 Local Contributions ²	54,680,582	54,680,582	-	-	-	-
3 Warranty Recovery	781,821	781,821	-	-	-	-
4 Product Sales and Development	4,124,107	4,096,061	24,280	613	-	3,153
5 Pass Sales	221,365	152,372	8,242	1,513	3,480	55,758
6 Property Management	115,065	25,179	27,646	31,036	10,450	20,754
7 Vanpool/Rideshare	39,320	16,594	(1,432)	362	3,479	20,317
8 Capital Development Agreements	760,612	67,743	-	-	-	692,869
9 Mobility Management	6,700	-	-	-	-	6,700
10 Paratransit	11,250	11,250	-	-	-	-
11 Other ³	3,107,515	3,107,515	-	-	-	-
12 Total	\$101,073,700	\$100,164,480	\$ 58,736	\$ 33,524	\$ 17,409	\$ 799,551

Percentage Due by Aging

13 Federal Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
14 Local Contributions ²	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
16 Product Sales and Development	99.3%	0.6%	0.0%	0.0%	0.0%	0.1%
17 Pass Sales	68.8%	3.7%	0.7%	1.6%	25.2%	
18 Property Management	21.9%	24.0%	27.0%	9.1%	18.0%	
19 Vanpool/Rideshare	42.2%	-3.6%	0.9%	8.8%	51.7%	
20 Capital Development Agreements	8.9%	0.0%	0.0%	0.0%	91.1%	
21 Mobility Management	0.0%	0.0%	0.0%	0.0%	100.0%	
22 Paratransit	100.0%	0.0%	0.0%	0.0%	0.0%	
23 Other	100.0%	0.0%	0.0%	0.0%	0.0%	
24 Total		99.1%	0.1%	0.0%	0.0%	0.8%

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

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

³ Build American Bond Tax Credits, fuel tax credit

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
 FROM JULY 1, 2019 THROUGH JULY 31, 2019
 (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>
15-1383TB DIESEL AND UNLEADED FUEL	10/1/2015	KELLERSTRASS OIL	881498	7/3/2019	\$ 262,437.57
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	881510	7/3/2019	4,714,295.04
UT13-064GL PROJECT MGMT SERVICES	3/3/2014	WSP USA	346682	7/5/2019	273,428.20
R2018-05-09		ROCKY MOUNTAIN POWER	346808	7/11/2019	320,074.61
15-1383TB DIESEL AND UNLEADED FUEL	10/1/2015	KELLERSTRASS OIL	881569	7/11/2019	270,213.43
15-1383TB DIESEL AND UNLEADED FUEL	10/1/2015	KELLERSTRASS OIL	881629	7/18/2019	289,094.38
18-2789TP ONSITE WELLNESS CLINIC	10/25/2018	CAREATC INC.	881630	7/18/2019	410,460.97
18-2595PP REVENUE TIRE LEASE	12/1/2018	MICHELIN NORTH AMERICA, INC.	347145	7/25/2019	275,227.43
19-8695 UVU PED CROSSING OVER I-15	1/15/2019	JTAH DEPARTMENT OF TRANSPORTATION	347146	7/25/2019	2,000,000.00
14-17TH POSITIVE TRAIN CONTROL	10/6/2014	ROCKY MOUNTAIN SYSTEMS SERVICE	881689	7/25/2019	282,448.27
UTAH STATE CONTRACT#AV2532	10/6/2016	TONY DIVINO TOYOTA	881690	7/25/2019	415,770.00
ITEM#17(d)		SIEMENS MOBILITY, INC.	881568	7/31/2019	239,457.10
UT13-064GL PROJECT MGMT SERVICES	3/3/2014	WSP USA	881735	7/31/2019	234,407.32
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	881736	7/31/2019	1,396,867.84

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING THE EXECUTION OF A CERTIFICATION OF
INTENT TO PARTICIPATE IN THE VOLKSWAGEN ENVIRONMENTAL
MITIGATION TRUST FUNDING ASSISTANCE PROGRAM FOR
REPLACEMENT OF DIESEL BUSES**

R2019-08-04

August 21, 2018

WHEREAS, 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"); and

WHEREAS, the Act requires the Board of Trustees of the Authority to approve contracts and expenditures with a value of \$200,000; and

WHEREAS, Utah Department of Environmental Quality ("DEQ") recently approved a grant application submitted by the Authority to participate in the Volkswagen Environmental Mitigation Trust Funding Assistance Program (the "Program"); and

WHEREAS, the Program will provide up to sixty-five percent (65%) of the purchase price of a new, environmentally friendly transit vehicle to replace a diesel-powered bus; and

WHEREAS, in 2018 the Authority, in its submission to DEQ, proposed, to replace twenty seven (27) diesel-powered busses with new, modern, energy efficient busses; and

WHEREAS, DEQ has approved the application submitted by the Authority to participate in the Program for up to twenty (20) of the vehicles requested; and

WHEREAS, the Authority will receive up to \$13,079,240 from DEQ as part of the Program to replace those twenty diesel-powered busses; and

WHEREAS, the Authority plans to lease finance the remaining thirty five percent (35%) of the purchase price to replace the twenty diesel-powered busses; and

WHEREAS, the Authority, through an authorized representative, must sign a Certification of Intent to proceed with the Program by August 23, 2019; and

WHEREAS, participation in the Program by the Authority will require the execution of additional contracts and agreements, which will be brought to the Board of the Authority for approval.

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

1. That the Board of Trustees hereby authorizes the Executive Director or the Chief Financial Officer to execute the Program Certification of Intent in substantially the same form as that attached as Exhibit A.
2. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the Program agreement with DEQ.
3. That the corporate seal be attached hereto.

Approved and adopted this 21st day of August 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A

State of Utah
Volkswagen Environmental Mitigation Trust Funding Assistance
Certification of Intent

I “click here to type signatory’s name” certify that I am the “click here to type position of employment” for Utah Transit Authority (Applicant) and have authority to obligate and sign on behalf of the Applicant. In signing this document, the Applicant certifies under penalty of perjury that it intends to complete the vehicle replacement project as described in its State of Utah Volkswagen Settlement, 2018 Vehicle/Engine Replacement Application (Application) and specified in the Conditional Approval for Award Letter. The Applicant also certifies that it understands and accepts the following conditions of receiving this funding assistance:

- The maximum award shall not exceed sixty-five percent (65%) of the purchase price of each new vehicle. The combined total award that Utah Transit Authority may receive for the replacement of the twenty aforementioned vehicles is up to \$13,079,240.00.
- Permanently Disable Each Replaced Vehicle: Within ninety (90) days of entering each replacement vehicle into service, Utah Transit Authority shall scrap or permanently disable each replaced vehicle by:
 - Cutting a three-inch by three-inch hole in the engine block, the part of the engine that contains the cylinders;
 - Disabling the chassis by cutting through the frame rails on both sides of the vehicle between the front and rear axles; and
 - Providing the photographic evidence specified in the Volkswagen Eligible Mitigation Action Agreement (Agreement)
- The award is a reimbursement for money spent by the Applicant on the project. The Utah Department of Environmental Quality (UDEQ) will not disburse funds until the project is complete, the eligible vehicle replacements are placed into service, the Applicant has complied with the Agreement, and the UDEQ has received funding from the Volkswagen Trustee.
- The Applicant understands that it must sign the Agreement provided by the UDEQ before the Applicant will be eligible to receive funds for its project.

Signed this ___ day of _____, 2019

Print name



CONTRACT ROUTING FORM

Department* Supply Chain

Existing Contract? Yes

Existing Contract Number* 19-03109

Contract Section

Procurement

Board Review Date* 08/21/2019

Please Specify* MOU
Amendme
nt

Document Type* Other

Requisition # Original
1

Please upload the necessary documents here	UTA Agreement with UofU #19-03109TP.pdf	4.01MB
	First Amendment to UTA-UofU Bus Bays Agreement #19-03109TP.pdf	82.37KB

Contract Title* Amendment 1 to Memorandum of Understanding with University of Utah for Union Building Bus Bays

Contractor Name* University of Utah

Description / Purpose* UTA Board Resolution R2019-07-02 authorized the Interim Executive Director to sign a Memorandum of Understanding (MOU) with the Uiveristy of Utah to establish grant funding details for the Union Building Bus Bays Improvement project. This is Amendment #1 to the MOU between the University of Utah and UTA for the Union Building bus bays project. After the MOU was signed by participating parties, the project cost increased by \$200,293 from the anticipated cost of \$399,400 (the grant value) to the total amount of \$599,693 after the design was completed. The University has agreed to pay \$200,000 of the additional cost above the grant amount. The remaining \$293 will be covered by UTA funds.

Contract Administrator* Pickett, Teressa Project Manager* Turner, Grey L

Base Contract Effective Dates* Beginning 8/12/2019 * Ending 12/31/2019

Contract Type* Other Please Specify* Construction Funding Agreement

Procurement Method* Other Please Specify* Funding Agreement

Number of Responding Firms \$ Value of Next Lowest Bidder

Base Contract Term (Months)* 4 Contract Options (Months)* 0

Option to Renew?* Yes
 No

Extension Start Date End Date

Financial Section

Procurement

Existing Contract Value	Amendment Amount	New/total Contract Value*
-------------------------	------------------	---------------------------

\$ 399,400.00	\$ 200,293.00	\$ 599,693.00
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Qty	Unit Price \$	Annual/One-Time Value	\$ 599,693.00
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Attachment Is the amount an estimate?* Yes No

Is the amount a one-time purchase or annual recurring purchase?* One-time Recurring

Account Code* 40-
3214.6891
2

Capital Project Code MSP214

Funding Source* Federal/
Local

Budgeted?* Yes
 No

Budget amount* \$ 600,000.00

Will this contract require support from another department?* Yes No

Is the other department(s) aware of this contract and the required support?* Yes No N/A

Has the Qualified Health Insurance Certificate been verified?* Yes No N/A

Approval Section

1)Legal/Compliance Review* Bell, Mike

2)Accounting Approval Needed?* Yes No 2)Accounting Review* Steele, Bryan

3)Risk Approval Needed?* Yes No

4)IT Approval Needed?* Yes No

5)Add Additional Approval?* Yes No

6)Manager/Program Manager* Turner, Grey L

7)Dir, Sr. Mgr, or RGM* Turner, Grey L

8)Chief* DeLoretto, Mary Louise

9)Executive Director* Meyer, William Steven

Board Approval Required Board Approval Date

[Print this page](#)

**AMENDMENT #1 TO UNION BUILDING BUS BAYS CONSTRUCTION
AGREEMENT**

THIS AMENDMENT #1 TO UNION BUILDING BUS BAYS CONSTRUCTION AGREEMENT (the "Amendment") is made and entered into as of the 21st day of August, 2019, by and between the UTAH TRANSIT AUTHORITY, a public transit district organized under Title 17B, Chapter 2a, Section 8, Utah Code Annotated, as amended (The Utah Transit District Act) (hereinafter referred to as "UTA") and the UNIVERSITY OF UTAH, a body politic and corporate of the State of Utah (hereinafter referred to as the "University"). The parties are referred to herein individually as a "Party" and collectively as the "Parties"

RECITALS

WHEREAS, the Parties entered into that certain Union Building Bus Bays Construction Agreement on August 12, 2019 (the "Agreement"), which Agreement provides for the sharing of funding for bus bays to be constructed at the University by UTA, as more particularly set forth in such Agreement; and

WHEREAS, the Project costs have increased above the amount contemplated by the parties by \$200,293.

WHEREAS, the Parties therefore desire to amend the Agreement to reflect such increased Project costs and that University will fund such increased costs.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UTA and University agree as follows:

1. Initially capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Agreement.
2. The Project costs have increased from \$399,400 to \$599,693. Pursuant to Section 5 of the Agreement, the University has agreed to pay the increased cost difference of \$200,000 with UTA to pay the remaining amount of \$293. Notwithstanding the foregoing, the University shall not pay for any Project costs in excess of \$200,000 unless mutually agreed to by both Parties.
3. Except as amended by this Amendment, the Agreement is not otherwise amended, and the Agreement is hereby ratified and confirmed and remains in full force and effect, as amended hereby. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

UNIVERSITY OF UTAH

UTAH TRANSIT AUTHORITY

By: _____
Name: Robin Burr
Title: Chief Facilities Officer

By: _____
Name: Mary DeLoretto
Title: Acting Chief Services Dev. Officer

By: _____
Name: Gordon Crabtree
Title: Chief Executive Officer, U Health

By: _____
Name: Grey Turner
Title: Acting Director of Capital

Approved As To Form:

Assistant Attorney General
UTA Legal Counsel

UNION BUILDING BUS BAYS PROJECT AGREEMENT

THIS UNION BUS BAYS CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of the 12th day of August, 2019, by and between the UTAH TRANSIT AUTHORITY, a public transit district organized under Title 17B, Chapter 2a, Section 8, Utah Code Annotated, as amended (The Utah Transit District Act) (hereinafter referred to as "UTA") and the UNIVERSITY OF UTAH, a body politic and corporate of the State of Utah (hereinafter referred to as the "University").

WITNESSETH:

WHEREAS, the University owns and operates a campus shuttle bus system (the "Shuttle System") to assist in providing transportation to students, faculty, employees, visitors, and other individuals connected with or served by the University of Utah (the "Campus Community"); and

WHEREAS, UTA's function is to provide public transportation to the residents within its district boundaries and is authorized by Title 17B Chapter 2a, Section 8, Utah Code Annotated, as amended; and

WHEREAS, UTA, in consultation with the University, did apply and was programed by the Wasatch Front Regional Council ("WFRC") to receive Federal Highway Administration ("FHWA") Surface Transportation Program ("STP") funds, and WFRC has requested transfer of those funds to the Federal Transit Administration ("FTA") for UTA to execute in a grant agreement; and

WHEREAS, in 2019 FTA is expected to award UTA a grant (the "Grant"), in the aggregate amount of \$399,400 (\$372,360 federal funds and \$27,040 from Salt Lake City), for the construction of bus bay improvements (hereinafter referred to as "Project") on real property owned by the University (the "University Property"), specifically at the Union Building on the University of Utah campus; and

WHEREAS, in 2018 Salt Lake City's City Council approved a transit master plan and funding to implement that plan including capital items; and Salt Lake City staff has indicated in another agreement that they will pay \$27,040 towards the Project; and

WHEREAS, UTA and the University have agreed on a conceptual plan for the bus bays to be installed at the Union Building as shown on Exhibit A attached hereto;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. DESIGN PROCUREMENT AND AGREEMENT.

The University is using its own funding to pay for the plans and specifications (the "Plans") for the Project and has already procured Psomas to complete such plans. UTA agrees to use the Plans for bid and construction of the Project. The University will allow UTA Service Planning and Project Management staff to review the Plans before they are finalized; and to make changes reasonably acceptable to the University needed to accommodate UTA service at the Union Building, accommodate the combined budget for the Project, and to comply with federal regulations.

2. CONSTRUCTION CONTRACTOR SOURCE SELECTION AND AGREEMENT.

UTA has a federally compliant on-call contract with the Stacy and Witbeck construction company (hereinafter referred to as "Contractor"). Psomas and the University will provide UTA with the Plans which will be adequate for the Contractor to prepare a cost estimate to complete the Project. Psomas will also provide UTA with an independent cost estimate for the Project. Together, the UTA and the University project managers have the authority to agree to or reject the cost estimate, and to negotiate the final price and work order with the Contractor. UTA is solely responsible to ensure federal compliance. The work order will state that construction needs to be completed and the Project ready for bus traffic before September 16, 2019. The work order will also state that the work site will be stabilized so that construction impacts will be minimized during the University's first week of classes from August 18th thru August 23rd. UTA's project manager will manage the construction project and will coordinate closely with the University's project manager.

3. UTA OBLIGATIONS.

UTA shall cause the Project to be installed and constructed in accordance with the Plans in a good and workmanlike manner, free of liens, and in compliance with the requirements set forth in the Plans and applicable law. Contractor and UTA shall only use such portion of the University Property as is reasonably necessary for the construction of the Project. The Contractor shall promptly restore the University Property to as near its original condition, except for the improvements constructed in accordance with the Plans, as is reasonably possible

4. CONDITIONS AND LIMITATIONS

A. The University makes no representations or warranties whatsoever with respect to the University Property or adjacent University Property, including, without limitation, warranties with respect to physical condition or title or suitability for the Project. UTA acknowledges that it accesses and uses the University Property pursuant to this Agreement at its sole risk and hazard. UTA has examined the University Property and accepts it in its present condition. Funding for construction cost increases caused by latent site conditions which are not reasonably discoverable by either party shall be handled as "cost increases" under the funding provisions of Article 5 below.

B. Subject to its obligation to provide adequate Plans described above, the University shall not be required to perform, pay for, or be responsible for any work to ready the University Property, or remedy any property conditions or perform any work, repair, or improvement to the University Property or other University Property or University's facilities or structures to accommodate UTA's construction to be performed pursuant to this Agreement or other use contemplated hereunder.

5. **GENERAL FUNDING COMMITMENTS.**

The University and UTA agree that all costs for construction of the bus bays will be included in this Project. The University has already paid for design services with their own non-federal dollars. UTA will manage all funding for construction of the Project, including the Grant amount of \$372,360. Under a separate agreement, Salt Lake City has agreed to pay a portion of the Project costs, and will deposit \$27,040 in a UTA holding account before the construction work order is signed. Upon the University and UTA agreement on the Contractor's price, the University will deposit the work order amount minus \$399,400 (the "University Contribution") to a UTA holding account. The holding account will be under the control of UTA and funds will be disbursed under the terms of the work order given by UTA to the Contractor. The Grant shall be used first to pay for all Project costs, and once the Grant has been depleted, then the University Contribution may be used to pay for Project costs. If there are cost savings upon completion of the Project, UTA will refund any of the University Contribution not needed to the University. If there are any cost increases (i.e. from premiums to complete the project in the compressed construction window, because of deficient or defective Plans, or for any other reasonable circumstance) that UTA and the University agree to, UTA will invoice the University for those increases up to 5 percent of the total work order price. If there are other costs above the agreed to work order amount plus 5 percent, UTA and the University will work together with Salt Lake City in good faith to share those costs.

6. **POST-CONSTRUCTION AGREEMENT POINTS**

USEFUL LIFE – UTA and the University agree that the useful life of the improvements is ten (10) years, and that the Project should be used for at least that long for public transit purposes. The University agrees to allow UTA to access the Project with buses for the useful life and as long as the University requires UTA service to the Union Building; or that alternative locations will be provided. The University acknowledges that the federal interest remains in the Project during its useful life, and that abandoning the Project for transit use for any reason is subject to approval of UTA and FTA, pursuant to the terms and parameters set forth in any then-applicable FTA circulars or guidance. During the useful life of the Project, changes can be made to the improvements as long as they are made with non-federal funds and UTA's reasonable approval is obtained. If the University requires, with UTA reasonable approval, that the Project be abandoned for transit use before the useful life is complete, the University will reimburse UTA for any funds UTA is required to refund to FTA per federal requirements; and for any other actual costs that UTA incurs that are attributable to abandonment.

ONGOING MAINTENANCE – Following the completion of the Project, the University will be responsible for the maintenance of all facilities constructed in the scope of the Project.

OWNERSHIP – The University will retain ownership of the University Property and of all improvements installed on the University Property. UTA's interest in the improvements only extend through the useful life of the improvements as detailed above.

7. **LAWS AND REGULATIONS**

The University and UTA agree to comply with all applicable Federal, state and local laws, ordinances and regulations in implementing the Project. The University and UTA acknowledge that the Project will be funded by the Grant using FHWA STP funds that were programed by WFRC, under which UTA is the Recipient. The University agrees to cooperate in good faith with UTA in connection with UTA's compliance with obligations under the Grant.

8. INSURANCE

The University carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager. Nothing in this Agreement shall require the University to carry different or additional insurance, any obligations of the University contained in this Agreement to name a party as an additional insured shall be limited to naming such party as additional insured with respect to the University's negligent acts or omissions, and no rights of subrogation are waived by the University. UTA will ensure that the Contractor's insurance is valid to cover any claims during construction of the Project.

9. INDEMNIFICATION

UTA acknowledges the University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in this Agreement shall be construed to be a waiver by the University of any protections, rights, or defenses applicable to the University under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of the University to incur by contract any liability for the operations, acts, or omissions of the other party or any third party, with the exception of Psomas which was hired by the University, and nothing in this Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in this Agreement, any obligations of University to indemnify, hold harmless, and/or defend contained in this Agreement are subject to the Act and are further limited only to claims to the extent arising from the negligent acts or omissions of University.

10. INDEPENDENT CONTRACTORS

It is agreed and understood that the University is an independent contractor, and as such, all its agents, employees, contractors, or subcontractors, in the performance of this Agreement, shall act in an independent capacity. Employees or agents of the University shall not be considered to be agents or employees of UTA, or operating as a public transit district or under UTA's authority to operate public transit services as provided by law.

11. TERMINATION

A. If either party shall fail to perform its obligations under this Agreement or shall fail to comply with any of the terms, conditions, or provisions thereof (the "Defaulting Party), the other party may, at its sole discretion, terminate this Agreement by giving written notice to the Defaulting Party by registered mail, return receipt requested, at least ten (10) calendar days in advance of such termination, specifying the reason or reasons therefor. The Defaulting Party shall have a period of thirty (30) days after receipt of notice to cure its breach or default (the "Cure Period").

B. It is further understood and agreed that the liability of the parties hereunder for the further performance of the terms of this Agreement shall cease upon termination, but they shall not be relieved of the duty to perform their obligations up to the date of termination and any audit and/or reporting obligations required after date of termination.

12. GOVERNING LAW AND VENUE

This Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the parties relating to or arising under this Agreement shall be exclusively in the State of Utah. Any limitation with respect to the time period in which any claim or action may be brought shall not apply.

13. INTEGRATION CLAUSE

This Agreement is the sole agreement with respect to the subject matter hereof, and supersedes all proposals, negotiations, conversations, discussions, agreements and/or representations, whether oral or written, including any industry custom or past dealing between the parties relating to the subject matter of this Agreement. The parties agree that any and all obligations between the parties that are outside the terms of this Agreement and that relate to the subject matter of this Agreement that preceded the Effective Date of this Agreement have been satisfactorily executed or are null and void.

14. UTA PROJECT MANAGER

The UTA Project Manager for this Agreement shall be Grey Turner, Sr. Program Manager, or its designee. All correspondence regarding the program work of this Agreement should be addressed to Mr. Grey Turner at gturner@rideuta.com or 801-236-4761.

15. UNIVERSITY PROJECT MANAGER

The University Project Manager for this Agreement shall be Astrid Paredes, or its designee. All correspondence regarding the program work of this Agreement should be addressed to Ms. Astrid Paredes at astrid.paredes@utah.edu or 801-581-7580.

16. CONTRACT ADMINISTRATOR

The UTA Contract Administrator shall be Teresa Pickett, Sr. Procurement and Contract Specialist, or its designee. All correspondence regarding the terms, conditions, or administration functions should be addressed to Ms. Teresa Pickett at tpickett@rideuta.com or 801-236-4754.

17. NOTICES OR DEMANDS

A. Any notice or demand to be given by one party to the other shall be given in writing by personal service, FedEx, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested, or via dated e-mail with a follow-up copy sent by regular United States Mail, and addressed to such party as follows:

If to UTA:

Utah Transit Authority
ATTN: Teresa Pickett, Contracts & Procurement
669 West 200 South
Salt Lake City, Utah 84101
tpickett@rideuta.com

If to the University:

University of Utah
ATTN: Bob Simonton
Planning, Design & Construction
1795 East South Campus Drive Room 201
Salt Lake City, Utah 84112
bob.simonton@utah.edu


B. Any party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the


notice is directed; provided, however, that refusal to accept delivery of a notice of 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.


IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

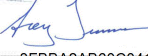
UNIVERSITY OF UTAH

UTAH TRANSIT AUTHORITY

By: 
Name: Robin Burr
Title: Chief Facilities Officer

DocuSigned by:
By:  8/11/2019
9B93AEE62284418...
Name: Mary DeLoretto
Title: Acting Chief Service Dev. Officer

By: 
Name: Gordon Crabtree
Title: Chief Executive Officer, U Health

DocuSigned by:
By:  8/12/2019
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Name: Grey Turner
Title: Senior Program Mgr, EngProject Dev.

Approved As To Form:


DocuSigned by:
 8/12/2019
361F16F838704A9...
Assistant Attorney General
UTA Legal Counsel

Exhibit A





CONTRACT ROUTING FORM

Department * Supply Chain

Existing Contract? Yes

Existing Contract Number * 16-1846TP

Contract Section

Procurement

Board Review Date * 08/21/2019

Document Type * Change Order

Requisition # Original

3415

Change Order

Please upload the necessary documents here Task #85 UofU Union Bus Bay Improvements.pdf 2.82MB

Price Analysis.pdf 1.51MB

Contract Title * On-Call Maintenance Stacy and Witbeck Task Order #85-UofU Union Building Bus Bay Improvements

Contractor Name * Stacy and Witbeck

Description / Purpose * UTA contracted with Stacy and Witbeck for a three year on-call maintenance contract on 12/30/2016 to perform pre-construction services, construction management and a variety of maintenance tasks on UTA's transit system. This task order #85 is for improvements to the bus bays at the University of Utah (UofU) Union Building. These improvements are needed to accommodate the increase in UTA bus service to the campus provided for by additional funding from Salt Lake City. The total for this task order is \$599,693 which brings the total Stacy and Witbeck On-Call Maintenance contract amount to \$33,966,861 made up from 85 task orders since 2017. Each task order is covered by multiple project budgets from 2017, 2018 and 2019.

This project is grant-funded with the local match provided by UofU and Salt Lake City as outlined in a Memorandum of Understanding (MOU) with UofU and UTA. Board Resolution R2019-07-02 authorized the Interim Executive Director to sign the MOU and to execute a task order not to exceed \$399,400 (the grant value) to construct the UofU Union Bus Bay Improvements. The MOU established a process to address potential cost increases. Because the cost of the project has risen to exceed the authorized \$399,400 value, the University of Utah has committed to funding an additional \$200,000 to move the project forward. The MOU will be amended to reflect this commitment. The difference between the total task order value (\$599,693) and the amount previously authorized by the board (\$399,400) is \$200,293. With the additional \$200,000 commitment from the UofU, \$293 remain. This remainder will be covered with UTA funds.

Due to the short time-line requirements for this project, the Interim Executive Director has issued a Directive or Authorization to Proceed (DAP) with construction of the project prior to Board approval of the task order contract. It is understood that expenditures for the project made prior to the August 21, 2019 Board meeting will not exceed the originally authorized \$399,400.00.

Contract Administrator * Pickett, Teresa

Project Manager * Turner, Grey L

Base Contract Effective Dates * Beginning 12/30/2016

* Ending 12/31/2020

Contract Type * Task Orders

Procurement Method * RFP (Best-value)

Number of Responding Firms

\$ Value of Next Lowest Bidder

Base Contract Term (Months) * 0

Contract Options (Months) * 0

Option to Renew? * Yes No

* Renewal Terms Two - 1 year options

Extension Start Date

End Date

Financial Section

Procurement

Existing Contract Value	Amendment Amount	New/total Contract Value *
--------------------------------	-------------------------	-----------------------------------

\$ 33,367,168.00	\$ 599,693.00	\$ 33,966,861.00
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Qty	Unit Price \$	Annual/One-Time Value	\$
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Attachment **Is the amount an estimate? *** Yes No

Is the amount a one-time purchase or annual recurring purchase? * One-time Recurring

Account Code * 40-
3214.6891
2

Capital Project Code MSP214

Funding Source * Federal/
Local **Budgeted? *** Yes
 No

Budget amount * \$ 600,000.00

Will this contract require support from another department? * Yes No

Is the other department(s) aware of this contract and the required support? * Yes No N/A

Has the Qualified Health Insurance Certificate been verified? * Yes No N/A

Approval Section

1)Legal/Compliance Review * Bell, Mike

2)Accounting Approval Needed? * Yes No

3)Risk Approval Needed? * Yes No

4)IT Approval Needed? * Yes No

5)Add Additional Approval? * Yes No

6)Manager/Program Manager * Turner, Grey L

7)Dir, Sr. Mgr, or RGM * Turner, Grey L

8)Chief * DeLoretto, Mary Louise

9)Executive Director * Meyer, William Steven

Board Approval Required Board Approval Date

Print this page

TASK ORDER NO. 85

TASK ORDER NAME: Infrastructure Improvements at the U of U Union Building

PROJECT CODE: MSP214 40-3214.68912

This Task Order No. 85 to the On Call Maintenance Contract is entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of December 30th, 2016.

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 #85 is identified in Exhibit 1 – Scope of Work, which is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2019. The Revenue Operations Dates for this Task is December 31st, 2019. The Final Acceptance Date for this Task is December 31st, 2019.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed \$7; ; ,8; 5.00. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract. Davis Bacon wage determination #UT20190008 is also attached. DBE Goal is Race Neutral.

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

UTAH TRANSIT AUTHORITY:

STACY AND WITBECK, INC.:

By: _____
W. Steve Meyer, Interim Executive Director Date
> \$100,000

By: _____

By: _____
Mary DeLoretto, Acting Chief Service Dev Officer Date
< \$100,000

Date: _____

By: _____
Grey Turner, Acting Director of Capital Projects Date
< \$50,000

Stacy and Witbeck

August 12, 2019

Mr. Grey Turner, PE
Sr. Program Manager
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Reference: On Call Services
Contract No: 16-1846TP

Subject: 19-621 – Union Bus Facility – Infrastructure Improvement at the University of Utah

Dear Gray:

We are pleased to provide the attached cost estimate to construct the Union Bus Facility on the University of Utah campus per the construction drawings dated 8/1/2019. We look forward to constructing this project for UTA in August and September of 2019 at a mutually agreed upon schedule.

Exclusions:

- Quality Control Testing and Supervision
- Sales Tax on Permanent Materials
- Off haul of contaminated Materials

Clarifications:

- Please see detailed list of each bid item below.
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$62,234.10 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$5,999.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 3000 – Permits and Regulatory Approvals – 1 PS – Total \$3,000.00 – This bid item is a provisional sum to provide the required permits.

Stacy and Witbeck

Bid Item 4000 – Contractors Temporary Facilities and Equipment – 1 LS – Total \$2,848.00 – This bid item includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

Bid Item 5000 – Traffic and Pedestrian Control – 1 LS – Total \$17,657.00 – This bid item includes the cost for traffic and pedestrian control within the project site.

Bid Item 6000 – Erosion Control – 1 LS – Total \$13,465.00 – This bid item includes the cost for erosion control within the project site.

Bid Item 9000 – Construction Survey and Layout – 1 LS – Total \$6,831.00 – This bid item includes the cost for construction layout survey.

Bid Item 10000 – Mobilization – 1 LS – Total \$9,337.00.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site and final project cleanup.

Bid Item 20010 – Remove Existing Landscaping – 10,602 SF – \$1.25 Per SF – Total \$13,252.50 – This bid item includes removal and haul off 6-inches of sod and topsoil, also included is capping of irrigation lines that are disturbed during construction.

Bid Item 20020 – Remove Tree – 18 EA – \$858.00 Per EA – Total \$15,444.00 – This bid item includes subcontract price to remove and haul off trees.

Bid Item 20030 – Remove Concrete Sidewalk – 7,626 SF – \$2.15 Per SF – Total \$16,395.90 – This bid item includes saw cutting, removal and haul off 6-inch concrete sidewalks.

Bid Item 20040 – Remove Concrete Curb and Gutter – 979 LF – \$7.00 Per LF – Total \$6,853.00 – This bid item includes saw cutting, removal and haul off concrete curb and gutter.

Bid Item 20050 – Remove ADA Signage – 6 EA – \$172.00 Per EA – Total \$1,032.00 – This bid item includes removal and haul off signs and foundations.

Bid Item 20060 – Remove Pavement Striping – 1 LS – Total \$4,002.00 – This bid item includes removal of pavement striping in areas that are not repaved, removal will be accomplished by grinding or water blasting.

Bid Item 20070 – Remove Asphalt Pavement – 4,181 SF – \$2.00 Per SF – Total \$8,362.00 – This bid item includes saw-cutting, removal and haul off asphalt pavement. Pavement is assumed to be 5 inches thick.

Bid Item 20080 – Remove Keystone Block Retaining Wall – 136 LF – \$14.00 Per LF – Total \$1,904.00 – This bid item includes removal and haul off block retaining wall.

Bid Item 20090 – Remove Bus Shelter – 2 EA – \$0.00 Per LF – Total \$0.00 – This bid item is excluded from SWI's scope of work, we assume from conversation that University Facilities will salvage the shelters.

Stacy and Witbeck

Bid Item 20100 – Relocate Waterlines to 4 FT Min Depth – 1 LS – Total \$0.00 – This bid item is excluded from this proposal, SWI performed potholing and did not locate waterlines in conflict with construction. If waterlines are encountered that require relocation they will be treated as a changed condition.

Bid Item 20110 – Remove ADA Ramp – 4 EA – Total \$0.00 – This bid item is not needed; ADA ramps are included in the Remove Concrete Sidewalk item 20030.

Bid Item 20120 – Relocate Parking Kiosk – 4 EA – \$122.00 Per EA – Total \$488.00 – This bid item includes removal and delivery of parking Kiosks to University Facilities for storage and reinstallation.

Bid Item 20130 – Relocate Monument Sign – 2 EA – \$486.00 Per EA – Total \$972.00 – This bid item includes removal and storage of monument sign.

Bid Item 20140 – Remove Solar Panel – 1 EA – \$1,715.00 Per EA – Total \$1,715.00 – This bid item includes electrical disconnection, removal of solar panel and delivery to University Facilities. Also included is the removal and disposal of foundation.

Bid Item 20150 – Relocate Fire Hydrant & Valve – 1 EA – \$2,287.00 per EA – Total \$2,287.00 – This bid item includes removal of fire hydrant and valve, reinstallation is item 30180.

Bid Item 20160 – Remove Existing Light Pole – 1 EA – \$1,665.00 Per EA – Total \$1,665.00 – This bid item includes electrical disconnection, removal and disposal of light pole.

Bid Item 20170 – Adjust Manhole to Grade – 1 EA – \$928.00 per EA – Total \$928.00 – This bid item includes adjusting an existing storm drain manhole to grade within the sidewalk area.

Bid Item 20180 – Remove Electrical Box – 2 EA – \$1,037.00 Per EA – Total \$2,074.00 – This bid item includes electrical disconnection and removal of electrical box, SWI assumes that the box can be abandoned without relocation or additional scope. If electrical that resides in abandoned box needs relocation it will be treated as a changed condition.

Bid Item 20190 – Remove/Salvage Bench – 4 EA – \$125.00 Per EA – Total \$500.00 – This bid item includes removal and delivery of benches to University Facilities.

Bid Item 20200 – Remove Sign – 1 EA – \$172.00 Per EA – Total \$172.00 – This bid item includes removal and disposal of stop sign.

Bid Item 30010 – Asphalt Pavement – 4,416 SF – \$9.00 Per SF – Total \$39,744.00 – This bid item includes excavation, subgrade, herbicide, 8 inches of aggregate base and 5 inches of asphalt pavement. This proposal includes 2-inch conform grinding and overlay of existing asphalt, up to 8-inches, to meet the design grades within the parking lot instead of the remove and replace as shown in the project plans. If this approach is unacceptable, bid item 20070 Remove AC Pavement and this item will increase by approximately \$10,000.

Stacy and Witbeck

Bid Item 30020 – Concrete Pavement – 4,122 SF – \$14.50 Per SF – Total \$59,769.00 – This bid item includes excavation, subgrade, 8 inches of aggregate base and 6 inches of PCCP with fiber.

Bid Item 30030 – Concrete Sidewalk – 8,462 SF – \$11.50 Per SF – Total \$97,313.00 – This bid item includes excavation, subgrade, 8 inches of aggregate base and 6-inch concrete sidewalk with fiber.

Bid Item 30040 – Install Landscaping & Irrigation – 5,547 SF – \$0.00 Per SF – Total \$0.00 – This bid is excluded from SWI's scope and will be performed by others.

Bid Item 30050 – Install Keystone Retaining Wall – 17 LF – \$52.50 Per LF – Total \$892.50 – This bid item includes installation and backfill of interlocking block retaining wall.

Bid Item 30060 – Concrete Retaining Wall – 58 LF – \$154.00 Per LF – Total \$8,932.00 – This bid item includes excavation, reinforcing steel, CIP retaining wall and backfill.

Bid Item 30070 – Concrete Stairs – 2 EA – \$7,541.00 Per EA – Total \$15,082.00 – This bid item includes excavation, reinforcing steel, CIP stairs and stainless-steel handrails.

Bid Item 30080 – Type A Curb & Gutter – 621 LF – \$53.50 Per LF – Total \$33,223.50 – This bid item includes construction of 30-inch type A concrete curb and gutter, includes grading, aggregate base and backfill.

Bid Item 30090 – Type P Curb – 448 LF – \$47.00 Per LF – Total \$21,056.00 – This bid item includes construction of type P concrete curb, includes grading, aggregate base and backfill.

Bid Item 30110 – Install Monument Sign – 2 EA – \$498.00 Per SF – Total \$996.00 – This bid item includes retrieving signs from storage and installing with 5/8" concrete wedge anchors into the sidewalk.

Bid Item 30120 – ADA Ramp – 206 SF – \$33.00 Per SF – Total \$6,798.00 – This bid item includes wet setting detectable warning tiles; concrete ramps are included in item 30030 concrete sidewalk.

Bid Item 30140 – Install Relocated Parking Kiosk – 4 EA – \$0.00 Per EA – Total \$0.00 – This bid item is excluded, SWI recommends that University Facilities install kiosks.

Bid Item 30150 – Raised Concrete Crosswalk – 1,396 SF – \$20.00 Per SF – Total \$27,920.00 – This bid item includes excavation, grading, aggregate base, reinforcing steel and 6-inch concrete crosswalk. Crosswalks will be constructed in halves to facilitate traffic.

Bid Item 30170 – ADA Ramp with Handrail – 115 LF – \$343.00 Per LF – Total \$39,445.00 – This bid item includes construction of stainless-steel handrail; concrete ramp is included in item 30030 concrete sidewalk.

Bid Item 30180 – Re-install Fire Hydrant & Valve – 1 EA – \$3,430.00 Per EA – Total \$3,430.00 – This bid item includes installation of fire hydrant & valve removed in item 20150.

Stacy and Witbeck

Bid Item 40010 – 4-inch Solid Yellow Paint – 3,938 LF – \$0.75 Per LF – Total \$2,953.50 – This bid item includes installation of temporary markings and reapplying 30 days later per specifications.

Bid Item 40030 – 24-inch Solid White Paint – 48 LF – \$5.00 Per LF – Total \$240.00 – This bid item includes installation of temporary markings and reapplying 30 days later per specifications.

Bid Item 40040 – 24-inch White Lettering Pavement Marking – 42 EA – \$10.00 Per EA – Total \$420.00 – This bid item includes installation of temporary markings and reapplying 30 days later per specifications.

Bid Item 40050 – 48-inch White Lettering Pavement Marking – 16 EA – \$125.00 Per EA – Total \$400.00 – This bid item includes installation of temporary markings and reapplying 30 days later per specifications.

Bid Item 40060 – “DO NOT ENTER” Sign – 1 EA – \$400.00 Per EA – Total \$800.00 – This bid item includes furnish and install of roadway sign.

Bid Item 40070 – Direction Arrow Pavement Marking – 20 EA – \$25.00 Per EA – Total \$500.00 – This bid item includes installation of temporary markings and reapplying 30 days later per specifications.

Bid Item 40080 – “STOP” Sign – 2 EA – \$300.00 Per EA – Total \$600.00 – This bid item includes furnish and install of roadway sign.

Bid Item 40090 – 30-inch x 30-inch Pedestrian Crossing Sign – 5 EA – \$300.00 Per EA – Total \$1,500.00 – This bid item includes furnish and install of roadway sign.

Bid Item 40100 – 36-inch x 36-inch Yield Sign – 1 EA – \$500.00 Per EA – Total \$500.00 – This bid item includes furnish and install of roadway sign.

Bid Item 40110 – 24-inch White Pavement Marking w/24-inch Spacing – 496 LF – \$5.00 Per LF – Total \$2,480.00 – This bid item includes installation of temporary markings and reapplying 30 days later per specifications.

Bid Item 40120 – 15-Minute Loading Meters – 4 EA – \$0.00 Per EA – Total \$0.00 – This bid item is excluded, details are needed to determine scope and price.

Bid Item 40130 – ADA Pavement Marking – 10 EA – \$125.00 Per EA – Total \$1,250.00 – This bid item includes installation of temporary markings and reapplying 30 days later per specifications.

Bid Item 40140 – ADA Sign w/Bollard – 5 EA – \$500.00 Per EA – Total \$2,500.00 – This bid item includes furnish and install of sign and bollard.

Bid Item 40150 – 10 MPH Speed Limit Sign – 1 EA – \$300.00 Per EA – Total \$300.00 – This bid item includes furnish and install of roadway sign.

Stacy and Witbeck

Bid Item 40160 – Progressive Stop Bar Pavement Marking – 6 EA – \$152.50 Per EA – Total \$915.00 –
This bid item includes installation of temporary markings and reapplying 30 days later per specifications.

Bid Item 40180 – “NO LEFT TURN” Sign – 1 EA – \$400.00 Per EA – Total \$400.00 – This bid item includes furnish and install of roadway sign.

Bid Item 100000 – Fee (5.25%) – 1 LS – Total of \$29,916.00 – This is the 5.25% GMGC fee.

The total price for this scope of work is **\$599,693.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

A handwritten signature in blue ink that reads "Brian Dagsland". The signature is fluid and cursive, with a large initial "B" and a long horizontal stroke.

Brian Dagsland
Project Manager

08/06/2019

14:27

19-621-R2

Union Bus Facility UofU Rev 2 VE

*** Maverick Gibbons, MG

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	62,234.10	62,234.10
2000	Safety Program & Administration	1.000	LS	5,999.00	5,999.00
3000	Permits & Fees	1.000	PS	3,000.00	3,000.00
4000	Contractors Temporary Facilities and Equipment	1.000	LS	2,848.00	2,848.00
5000	Traffic & Pedestrian Control	1.000	LS	17,657.00	17,657.00
6000	Erosion Control	1.000	LS	13,465.00	13,465.00
9000	Survey	1.000	LS	6,831.00	6,831.00
10000	Mobilization	1.000	LS	9,337.00	9,337.00

Indirects

\$121,371.10

20010	Remove Existing Landscaping	10,602.000	SF	1.25	13,252.50
20020	Remove Existing Tree	18.000	EA	858.00	15,444.00
20030	Remove Existing Concrete	7,626.000	SF	2.15	16,395.90
20040	Remove Existing Curb & Gutter	979.000	LF	7.00	6,853.00
20050	Remove Existing ADA Signage	6.000	EA	172.00	1,032.00
20060	Remove Existing Pavement Striping	1.000	LS	4,002.00	4,002.00
20070	Remove Existing Asphalt Paving	4,181.000	SF	2.00	8,362.00
20080	Remove Existing Retaining Wall	136.000	LF	14.00	1,904.00
20090	Remove Existing Bus Shelter	0.001	EA		
20100	Relocate Waterline to 4' Min Depth	0.001	LF		
20110	Remove Existing ADA Ramp	0.001	SF		
20120	Relocate Parking Kiosks	4.000	EA	122.00	488.00
20130	Relocate Monument Sign	2.000	EA	486.00	972.00
20140	Remove Solar Panel & Return to UofU	1.000	EA	1,715.00	1,715.00
20150	Relocate Fire Hydrant & Valve	1.000	EA	2,287.00	2,287.00
20160	Remove Existing Light Pole	1.000	EA	1,665.00	1,665.00
20170	Adjust Manhole to Grade	1.000	EA	928.00	928.00
20180	Remove Existing Electrical Box	2.000	EA	1,037.00	2,074.00
20190	Remove Bench & Salvage to UofU	4.000	EA	125.00	500.00
20200	Remove Existing Sign	1.000	EA	172.00	172.00

20000 : Removals

\$78,046.40

30010	Install Asphalt Paving	4,416.000	SF	9.00	39,744.00
30020	Install Concrete Paving	4,122.000	SF	14.50	59,769.00
30030	Install Concrete Sidewalk	8,462.000	SF	11.50	97,313.00
30040	Install Landscaping	5,547.000	SF		
30050	Install Keystone Wall	17.000	LF	52.50	892.50
30060	Install Concrete Retaining Wall	58.000	LF	154.00	8,932.00
30070	Install Concrete Stairs	2.000	EA	7,541.00	15,082.00
30080	Install Type A Curb & Gutter	621.000	LF	53.50	33,223.50
30090	Install Type P Curb	448.000	LF	47.00	21,056.00
30100	Install Type D Curb & Gutter	0.001	LF		
30110	Install Relocated Monument Sign	2.000	EA	498.00	996.00
30120	Install ADA Ramp w/Detect Warning	206.000	SF	33.00	6,798.00
30130	Install Single Step	0.001	EA		
30140	Install Relocated Parking Kiosks	4.000	EA		
30150	Install Raised Concrete Crosswalk	1,396.000	SF	20.00	27,920.00

08/06/2019

14:27

19-621-R2

Union Bus Facility UofU Rev 2 VE

*** Maverick Gibbons, MG

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
30160	Install Bus Shelter	0.001	EA		
30170	Install ADA Ramp w/Handrail	115.000	LF	343.00	39,445.00
30180	Install Relocated Fire Hydrant	1.000	EA	3,430.00	3,430.00
30190	Install Catch Basin	0.001	EA		
30200	Install Reverse Pan Curb and Gutter	0.001	LF		

30000 : Construction

\$354,601.00

40010	Install 4" Solid Yellow Line	3,938.000	LF	0.75	2,953.50
40020	Install 4" Dashed Yellow Line	0.001	LF		
40030	Install 24" Solid White Line	48.000	LF	5.00	240.00
40040	Install 24" White Lettering	42.000	EA	10.00	420.00
40050	Install 48" White Lettering	16.000	EA	25.00	400.00
40060	Install "DO NOT ENTER" Sign	2.000	EA	400.00	800.00
40070	Install Direction Arrow Symbol	20.000	EA	25.00	500.00
40080	Install "STOP" Sign	2.000	EA	300.00	600.00
40090	Install 30" x 30" Pedestrian Crossing Sign	5.000	EA	300.00	1,500.00
40100	Install 36" x 36" Yield Sign	1.000	EA	500.00	500.00
40110	Install 24" Solid White Pave Mark w/24" Spacing	496.000	EA	5.00	2,480.00
40120	Install 15 Minute Loading Meters	0.001	EA		
40130	Install ADA Striping per Detail 6	10.000	EA	125.00	1,250.00
40140	Install ADA Signage per Detail 5	5.000	EA	500.00	2,500.00
40150	Install 10 MPH Speed Limit Sign	1.000	EA	300.00	300.00
40160	Install Progressive Stop Bar	6.000	EA	152.50	915.00
40170	Install 12" White Lettering	0.001	EA		
40180	Install NO LEFT TURN Sign	1.000	EA	400.00	400.00

40000 : Signage & Striping

\$15,758.50

Subtotal

\$569,777.00

100000	Fee (5.25%)	1.000	LS	29,916.00	29,916.00
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Bid Total =====>

\$599,693.00

"General Decision Number: UT20190008 04/26/2019

Superseded General Decision Number: UT20180029

State: Utah

Construction Type: Heavy

County: Salt Lake County in Utah.

Including Water and Sewer line and Natural Gas Pipeline
Construction

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	04/26/2019

* ELEC0057-002 03/01/2019

Rates Fringes

LINE CONSTRUCTION

Lineman.....\$ 48.09 15.80

ENGI0003-005 07/01/2013

Rates Fringes

OPERATOR: Power Equipment

(1)Mechanic-Excluding
Natural Gas Pipeline
Construction.....\$ 27.55 15.65
(2A)Blade/Grader.....\$ 25.89 15.65
(3) Backhoe/Excavator,
Front End Loader(Over 5
cu.yds.).....\$ 25.37 15.65
(4) Asphalt Paver,
Bulldozer, Front End
Loader(2 to 5 cu. yds.),
Grade Setter, Oil
Distributor, Scraper.....\$ 24.37 15.65
(5) Asphalt Roller,
Bobcat/Skid loader, Front
End Loader(Under 2 cu.
yds.), Oiler.....\$ 23.37 15.65
(6) Screed.....\$ 22.41 15.65
(7) Roller(Dirt and Grade
Compaction).....\$ 21.50 15.65

ENGI0003-056 07/01/2013

Natural Gas Pipeline Construction Only

Rates Fringes

OPERATOR: Power Equipment

Backhoe/Excavator/Trackhoe,
Blade/Grader, Boom,
Bulldozer, Mechanic.....\$ 35.68 17.57
Oiler.....\$ 22.03 11.88

IRON0027-002 07/01/2018

Rates Fringes

IRONWORKER
(Ornamental,Structural).....\$ 28.18 21.60

IRON0847-001 08/01/2013

Rates Fringes

IRONWORKER, REINFORCING.....\$ 26.61 11.60

LAB00295-006 07/01/2014

Natural Gas Pipeline Construction Only

Rates Fringes

LABORER

Common or General,		
Pipelaye.....	\$ 20.59	8.65
Pot Tender and Sand blaster.	\$ 20.85	8.65

LAB00295-015 07/01/2014

Rates Fringes

LABORER

(1)Flagger.....	\$ 20.59	8.65
(3)Mason Tender (Cement/Concrete), Hand Held Saw, Jackhammer, Power Saw.....	\$ 20.85	8.65
(5)Hand Held Drill.....	\$ 21.65	8.65

LAB00295-038 07/01/2014

Excluding Natural Gas Pipeline & Water/Sewer Line Construction

Rates Fringes

LABORER (1)Common or General)....	\$ 20.59	8.65
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TEAM0222-001 07/01/2018

NATURAL GAS PIPELINE CONSTRUCTION ONLY

Rates Fringes

TRUCK DRIVER

Group 1:		
Articulated End Dump, Low Boy, Rollagon or Similar type Equipment, Truck Mechanic.....	\$ 36.88	12.12

Group 2:		
A-Frame, Challenger(For transportation purposes), Forklift, Fuel Truck, Gin Pole, Rubber-Tired Tractor, Tandem Float (4 & 5 Axle), Track Truck/All-Track Dumper Equipment, Vacuum Truck, Winch Truck.....	\$ 36.30	12.12

Group 3:

Ambulance , Bus, Dump
 Truck (2 and 3 axle),
 Flatbed Truck (2 and 3
 axle), Grease Truck, Hot
 Pass Truck (3 axle),
 Jeep, Pick-up, Single
 Axle Float (3 axle), Skid
 Truck (2 and 3 axle),
 Station Wagon, Stringer
 Bead & Hot Pass (2 axle),
 Swamp Buggy/ Marsh Buggy,
 or similar type
 equipment, Team Driver,
 Water Truck (2 and 3 axle).\$ 35.95 12.12

Premium Pay:

Add \$2.25 to the above Rate for the following classifications

Group 1: Low Boy and Truck Mechanic

Group 2: Stringer Truck

 SUUT2008-039 08/19/2008

	Rates	Fringes
CARPENTER, Includes Form Work...	\$ 14.63	0.97
CEMENT MASON/CONCRETE FINISHER...	\$ 17.06	3.16
ELECTRICIAN.....	\$ 23.74	7.64
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer (Excluding Natural Gas Pipeline Construction).....	\$ 14.00	0.00
OPERATOR: Crane.....	\$ 28.97	9.40
OPERATOR: Trackhoe (Excluding Natural Gas Pipeline and Water/Sewer Line Construction).....	\$ 19.98	0.00
TRUCK DRIVER (Excluding Natural Gas Pipeline Construction).....	\$ 14.44	3.99

WATER & SEWER LINES:

Laborer, Common or General.....\$ 12.81 0.00

WATER & SEWER LINES:

Operator - Backhoe/Trackhoe.....\$ 16.50 0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of ""identifiers"" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than ""SU"" or
""UAVG"" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Price Analysis

08/06/2019

14:27

19-621-R2

Union Bus Facility UofU Rev 2 VE

*** Maverick Gibbons, MG

BID TOTALS

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20060	Remove Existing Pavement Striping	1.000	LS	4,002.00	4,002.00
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30150	Install Raised Concrete Crosswalk	1,396.000	SF	20.00	27,920.00

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30000 : Construction					\$354,601.00
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40070	Install Direction Arrow Symbol	20.000	EA	25.00	500.00
40080	Install "STOP" Sign	2.000	EA	300.00	600.00
40090	Install 30" x 30" Pedestrian Crossing Sign	5.000	EA	300.00	1,500.00
40100	Install 36" x 36" Yield Sign	1.000	EA	500.00	500.00
40110	Install 24" Solid White Pave Mark w/24" Spacing	496.000	EA	5.00	2,480.00
40120	Install 15 Minute Loading Meters	0.001	EA		
40130	Install ADA Striping per Detail 6	10.000	EA	125.00	1,250.00
40140	Install ADA Signage per Detail 5	5.000	EA	500.00	2,500.00
40150	Install 10 MPH Speed Limit Sign	1.000	EA	300.00	300.00
40160	Install Progressive Stop Bar	6.000	EA	152.50	915.00
40170	Install 12" White Lettering	0.001	EA		
40180	Install NO LEFT TURN Sign	1.000	EA	400.00	400.00
40000 : Signage & Striping					\$15,758.50
Subtotal					\$569,777.00
100000	Fee (5.25%)	1.000	LS	29,916.00	29,916.00
Bid Total					\$599,693.00

Price Analysis

Contractor's initial bid was \$738,190. Through negotiations and quantity adjustments contractor bid is now \$599,693. UTA's ICE prepared by the Designer hired by the U of U is \$540,635. The difference is \$59,058 or 11% higher than the ICE. The price is deemed fair and reasonable by UTA and the U of U due to the tight schedule for this project.



Direction or Authorization to Proceed (DAP)
(Not to exceed \$200,000 without Board Approval)

Contract No. 16-1846TP TO#85 **Contractor:** Stacy & Witbeck

Date: August 14, 2019

Project Name and Code: U of U Union Building Bus Bay Improvements

Page 1 **of** 9 **Enclosure(s):** _____

Potential Change Order No. N/A :

The Contractor is authorized and directed to perform the work specified herein. Increase or decrease in Contract Price and/or extension of time (if any is agreed by UTA) associated with the work specified herein will be covered by subsequent change order.

The Board of Trustees approved the Interim Executive Director to execute a task order with Stacy and Witbeck (SWI) for \$399,400 to improve the infrastructure at the U of U Union building to accommodate the increased bus service implemented with the August 2019 UTA change day. The total cost of the project came in higher than the grant amount of \$399.400 so the U of U has agreed to pay the additional cost. This DAP is to get Stacy and Witbeck started on this time sensitive project while the task order and addendum to the funding agreement between UTA and the U of U with the increased cost goes to Board for their approval at the August 21, 2019 Board meeting.

Reason for Direction or Authorization to Proceed:

This is an emergency

The potential delay associated with preparing and executing a change order is unacceptable in terms of time and/or cost.

Safety considerations and mitigation _____

Security considerations and mitigation _____

Environmental considerations and mitigation _____

Contract Value to Date: \$ 33,532,208

Not to exceed value of this DAP: \$ 200,000.00

For UTA: *[Signature]* 8/14/19
_____ (Date)

Acting Director of Capital Projects <\$50,000

[Signature] 8/14/19
_____ (Date)

Acting Chief Service Development Officer <\$100,000

[Signature] 8/14/19
_____ (Date)

Interim Executive Director >\$100,000 (Date)



CONTRACT ROUTING FORM

Department * Supply Chain

Existing Contract? Yes

Existing Contract Number * 18-02926

Contract Section

Procurement

Board Review Date * 08/21/2019

Document Type * Contract

Requisition # Original
5884

Please upload the contract or requisition here	Req. 5884 for Davis-SLC BRT.pdf	166.44KB
	Davis-SLC Connector Final Contract Signed by AECOM.pdf	2.07MB

Contract Title * Davis Salt Lake City Community Connector Bus Rapid Transit Project Engineering and Design Services

Contractor Name * AECOM Technical Services, Inc.

Description / Purpose * This is a contract for engineering, design, and environmental services for the Davis Salt Lake City Community Connector Bus Rapid Transit Project. AECOM Technical Services, Inc., is the contractor for these services. The total cost of the project will be \$1,169,242.32 and the contract completion date is by December 31, 2020. There is \$1.2 million coming from Davis County to pay for this project.

** This is an Architecture and Engineering request for qualifications (RFQU) and pricing was only received from the highest rated firm for the negotiation of a contract.

The Utah Transit Authority (UTA) completed the Davis-SLC Community Connector Study (Alternatives Analysis Report) in August 2014. The outcome of the August 2014 study was a Locally Preferred Alternative (LPA) consisting of a Bus Rapid Transit (BRT) from Salt Lake City to the Woods Cross Front Runner Station.

The LPA runs from downtown Salt Lake City to the Woods Cross Front Runner station via 400 West, SR-89, Main Street, and 500 South. Total corridor length is approximately 12 miles with 5.6 miles of dedicated guide way, 5 center stations, and 17 side stations. The project also includes, but is not limited to bike/pedestrian improvements for connectivity and better access to the proposed new service, transit signal priority and queue jumping, and enhanced stations with lighting and off-board fare collect

Contract Administrator * Motes, Brian

Project Manager * Hal Johnson

Base Contract Effective Dates * Beginning
8/7/2019

* Ending
12/31/2020

Contract Type * SERVICES

Procurement Method * RFQU (Qualification)

Number of Responding Firms 3

\$ Value of Next Lowest Bidder 0

Base Contract Term (Months) * 16

Contract Options (Months) * 12

Option to Renew? * Yes
 No

Extension Start Date

End Date

Financial Section

Procurement

Existing Contract Value		Amendment Amount		New/total Contract Value*
\$ 0.00		\$		\$ 1,169,242.32
Qty	Unit Price \$		Annual/One-Time Value	\$ 1,169,242.32
Attachment		Is the amount an estimate?*	<input type="radio"/> Yes <input checked="" type="radio"/> No	
Is the amount a one-time purchase or annual recurring purchase?*			<input checked="" type="radio"/> One-time <input type="radio"/> Recurring	
Account Code*	40- 3202.6891 2		Capital Project Code	MSP202
Funding Source*	Federal/ Local	Budgeted?*	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Budget amount*	\$ 1,200,000.00			
Will this contract require support from another department?*			<input checked="" type="radio"/> Yes <input type="radio"/> No	
Is the other department(s) aware of this contract and the required support?*			<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Has the Qualified Health Insurance Certificate been verified?*			<input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> N/A	

Approval Section

1)Legal/Compliance Review* Wilkins, David

2)Accounting Approval Needed?* Yes No 2)Accounting Review* Steele, Bryan

3)Risk Approval Needed?* Yes No 3)Risk Review* Pitcher, David C

4)IT Approval Needed?* Yes No

5)Add Additional Approval?* Yes No

6)Manager/Program Manager* Johnson, Hal R 7)Dir, Sr. Mgr, or RGM* Turner, Grey L

8)Chief* DeLoretto, Mary Louise 9)Executive Director* Meyer, William Steven

Board Approval Required Board Approval Date

Print this page

PROFESSIONAL SERVICES AGREEMENT

Salt Lake Davis Connector Environmental and Conceptual Design Services

This Professional Services Agreement is entered into and made effective as of the 5th day of August, 2019 (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and AECOM TECHNICAL SERVICES, INC., a California corporation ("Consultant").

RECITALS

- A. UTA desires to hire professional services for Environmental and Conceptual Design Services for the Salt Lake Davis Connector.
- B. On February 27, 2019, UTA issued Request for Statement of Qualification Package Number 18-02976 ("RFQ") encouraging interested parties to submit Statement of Qualifications to perform the services described in the RFQ.
- C. Upon evaluation of the Statement of Qualifications submitted in response to the RFQ, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

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

ARTICLE 1.0
Definitions

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

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

Qualifications for Salt Lake Davis Connector Environmental and Conceptual Design dated March 27, 2019.

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

ARTICLE 2.0 **Description of Services**

- 2.1 Consultant shall perform all Work as set forth in the Scope of Services. Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- 2.2 Consultant shall perform all Work under this Contract in a professional manner, using that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals under similar circumstance and in the same location.
- 2.3 All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- 2.4 Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- 2.5 When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

ARTICLE 3.0 **Day-to-Day Management of the Work**

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

ARTICLE 4.0 **Progress of the Work**

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

ARTICLE 5.0

Period of Performance

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial 18 month period expiring December 31, 2020. UTA may, at its sole election and in its sole discretion, extend the initial term for up to one additional one-year option periods, for a total Contract period not to exceed 30 months. 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.

ARTICLE 6.0
Consideration

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B..
- 6.2 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.
- 6.3 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 Consultant 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 Consultant 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) Consultant 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 Consultant to exceed the Not to Exceed Amount.
- 6.4 UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

ARTICLE 7.0
Contract Changes

- 7.1 UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
- A. In the Scope of Services;
 - B. In the method or manner of performance of the Work; or
 - C. In the schedule or completion dates applicable to the Work.
- To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.
- 7.2 A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- 7.3 Consultant shall also be entitled to an equitable adjustment to address the actual and

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

- A. The date, circumstances, and source of the change; and
- B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract. Consultant must provide notice of a “constructive” change and assert its right to an equitable adjustment under this Section within thirty (30) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the “constructive” change. Consultant’s failure to provide timely written notice as provided above shall constitute a waiver of Consultant’s rights with respect to such claim.

7.4 As soon as practicable, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work compensable under Section 7.1 or 7.3. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

ARTICLE 8.0

Invoicing Procedures and Records

8.1 Consultant shall submit monthly invoices to UTA’s Project Manager for processing and payment in accordance with Exhibit B. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant’s entitlement to the requested payment must be submitted with each invoice. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. UTA shall provide, in writing, such disapproval to the Consultant within ten (10) working days of invoice submittal. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

ARTICLE 9.0

Ownership of Materials

9.1 All data including, but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, developed by Consultant as a part of its Work under this Contract (collectively and generically referred to in this Article as “Work Product”) are the property of UTA. All Work Product must be delivered to UTA no later than the completion of the Work and prior to final payment by UTA. In the event this Contract is terminated prior to completion of the Work, then Consultant shall transmit all Work Product

completed or in-process as of the date of termination. Consultant shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Contract.

- 9.2 UTA shall not be construed to be the owner of any intellectual property contained in the Work Product that was owned or created by Consultant outside of the scope of this Contract. However, with respect to such intellectual property of Consultant, Consultant hereby grants UTA a non-exclusive perpetual license to use such intellectual property to the full extent reasonably necessary for UTA's use and enjoyment of the Work Product furnished under this Contract.

ARTICLE 10.0

Subcontracts

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

ARTICLE 11.0

Key Personnel

- 11.1 Consultant shall provide the key personnel as indicated in Consultant's Statement of Qualification (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA which shall not be unreasonably withheld.

ARTICLE 12.0

Suspension of Work

- 12.1 UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- 12.2 If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- 12.3 If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- 12.4 If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work,

UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

ARTICLE 13.0

Termination for Convenience; Termination for Cause and Default Remedies

- 13.1 UTA shall have the right to terminate this Contract at any time by providing written notice to Consultant. If this Contract is terminated for convenience, UTA will provide Consultant with at least thirty (30) days advance written notice and shall pay Consultant its costs and a reasonable profit on work performed up to the effective date of the termination notice, plus costs reasonably and necessarily incurred by Consultant to effect such termination. UTA shall not be responsible for anticipated profits based on Work not performed as of the effective date of termination. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.
- 13.2 If Consultant materially fails to perform any of its obligations under this Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within ten (10) days after receipt of written notice from UTA, UTA may, at its discretion:
- A. Terminate this Contract (in whole or in part) for default and complete the Work using other contractors or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
 - B. Pursue other remedies available under this Contract (regardless of whether the termination remedy is invoked); and/or
 - C. Except to the extent limited by this Contract, pursue other remedies available at law.

Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all Work affected (unless the notice directs otherwise); (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process; and (iii) if Consultant has any property in its possession belonging to UTA, account for the same, and dispose of it in the manner UTA directs. Consultant shall remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination. UTA shall calculate termination damages payable under this Contract, shall offset such damages against Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive.

- 13.3 If UTA terminates this Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Work completed by Consultant prior to termination. Consultant services required after termination shall be billed to UTA at the rate and in the manner specified prior to termination.

ARTICLE 14.0

Information, Records, and Reports; Audit Rights

- 14.1 Consultant shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this

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

ARTICLE 15.0
Findings Confidential

- a. Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.
- b. It is hereby agreed that the following information is not considered to be confidential:
 1. Information already in the public domain;
 2. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
 3. Information developed by or in the custody of Consultant before entering into this Contract;
 4. Information developed by Consultant through its work with other clients; and
 5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

ARTICLE 16.0
General Indemnification and Insurance

- 16.1 Consultant shall indemnify and hold harmless UTA and its officers, and employees (hereinafter collectively "Indemnitees") against and from claims, demands, suits, losses, costs and damages, including reasonable attorneys' fees and/or litigation expenses (hereinafter collectively "Claims"), brought or made against or incurred by any of the Indemnitees to the extent arising out of the negligent acts or omissions of Consultant, its subcontractors or anyone employed directly by any of them or anyone for whose acts any of them may be liable in conjunction with this Contract or any Work performed hereunder. If an employee of Consultant, a subcontractor, anyone employed directly by any of them or anyone for whose acts any of them may be liable has a claim against UTA or another Indemnitee, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts.

16.2 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant is free to purchase such additional insurance as may be determined necessary. For the duration of this Contract, Consultant shall maintain at its own expense, and provide proof of said insurance to UTA, the following types of insurance:

A. Occurrence type Commercial General Liability Insurance ISO CG001, with an edition date of 11-88 or later, covering the indemnity and other liability provisions of this Contract, with no exclusions of explosion, collapse or underground hazards. The limits shall be \$1,000,000 per occurrence with an annual aggregate of \$2,000,000. 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 completed operations."

B. Professional Liability insurance with the following limits and coverage's:

Limits:

\$2,000,000 each claim

\$4,000,000 annual aggregate

Coverages:

1. Limited contractual liability to the extent allowed by the Policy
2. Retroactive date prior to date
3. Extended reporting period of 36 months

Coverage which meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until 3 years past completion of the Work unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case Consultant will notify UTA. If UTA agrees that such coverage is not reasonably available in the commercial market, Consultant may elect not to provide such coverage.

C. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits of \$2,000,000 combined single limit of coverage. 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."

D. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits of \$500,000 each accident, and each employee for

disease. The policy shall contain a waiver of subrogation against UTA.

- 16.3 On insurance policies where UTA is included as an additional insured, UTA shall be an additional insured to the limits of liability specified herein .. Consultant's insurance coverage which includes UTA as additional insured shall be primary insurance and non-contributory with respect to all other available sources.
- 16.4 Consultant represents that this Contract has been thoroughly reviewed by its insurance department broker or consultant, and that the insurance coverage and endorsements required herein are provided.
- 16.5 Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by UTA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- 16.6 UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

ARTICLE 17.0

Health Insurance

- 17.1 Insurance Coverage for Employees. If the Contract Price is \$1,500,000 or more, Contractor shall, prior to the effective date of the Agreement, 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 the Contract.
- 17.2 If the Contractor enters into any subcontracts under the Contract Documents in an amount of \$750,000 or more, then Contractor shall also demonstrate to UTA that such subcontractor(s) have and will maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

ARTICLE 18.0

Other Indemnities

- 18.1 Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims on account of infringement relating to

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

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

ARTICLE 19.0
Independent Contractor

- 19.1 Consultant 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. Consultant is responsible to provide and pay the cost of all its employees' benefits.

ARTICLE 20.0
Prohibited Interest

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

ARTICLE 21.0
Dispute Resolution

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

21.2 The time schedule for escalation of disputes, including disputed requests for Change Order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Sr. Supply Chain Manager/Consultant's Project Manager	Five calendar days
UTA's VP of Finance/Consultant's Principal-in-Charge	Five calendar days

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

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

ARTICLE 22
Successors and Assignees

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

ARTICLE 23.0
Nonwaiver

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

ARTICLE 24.0
Notices or Demands

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

<u>If to UTA:</u>	<u>with a required copy to:</u>
Utah Transit Authority	Utah Transit Authority
ATTN: Brian Motes	ATTN: General Counsel
669 West 200 South	669 West 200 South
<u>If to Consultant:</u>	
AECOM	
756 East Winchester Street, Suite 400	
Salt Lake City, UT 84107	

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

ARTICLE 25.0
Contract Administrator

- 25.1 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.

ARTICLE 26.0
General Provisions

- 26.1 Neither this Contract nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Contract to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Contract, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Contract, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.
- 26.2 This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Consultant consents to the jurisdiction of such courts.
- 26.3 The headings of the articles, clauses, and sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 26.4 The parties enter in to this Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.
- 26.5 Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.
- 26.6 This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.
- 26.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.

- 26.8 This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of this Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.
- 26.9 Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 9, 13, 14, 15, 16, 17, 19, 20 and 25.

ARTICLE 27.0
Incorporated Documents

- 27.1 UTA's RFQ 18-02926 including all federal clauses and other attachments, and Consultant's Statement of Qualification, 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, B and C.

ARTICLE 28.0
Insurance Coverage Requirements for Consultant Employees

- 28.1 The following requirements apply to the extent that: (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Consultant has a subcontract at any tier that involves a sub-consultant that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
- A. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.
 - B. Consultant 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.

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

UTAH TRANSIT AUTHORITY:

By _____

Name: W. Steve Meyer

Title: Interim Executive Director

By _____

Name: Mary DeLoretto

Title: Acting Chief Service Development Officer

AECOM TECHNICAL SERVICES, INC.

By  _____

Name: Lori Labrum

Title: ~~Associate~~ Vice President

By _____

Name:

Title:

Fed ID#95-2661922

Approved as to Form and Content

Michael Bell

Assistant Attorney

General and UTA Counsel

Reviewed & Recommended

Hal Johnson

UTA Project Manager

UTA CONTRACT NO. 18-02926

Exhibit A

Scope of Work

Salt Lake-Davis Connector Environmental and Conceptual Design

17 July 2019



SCOPE OF WORK

SUMMARY

The Utah Transit Authority (UTA) completed the Davis-SLC Community Connector Study (Alternatives Analysis Report) in August 2014. The outcome of the August 2014 study was a Locally Preferred Alternative (LPA) consisting of a Bus Rapid Transit (BRT) from Salt Lake City to the Woods Cross Front Runner Station.

The LPA runs from downtown Salt Lake City to the Woods Cross Front Runner station via 400 West, SR-89, Main Street, and 500 South. Total corridor length is approximately 12 miles with 5.6 miles of dedicated guideway, 5 center stations, and 17 side stations. The project also includes, but is not limited to, bike/pedestrian improvements for connectivity and better access to the proposed new service, transit signal priority and queue jumping, and enhanced stations with lighting and off-board fare collection.

Given the uncertainty surrounding federal funding, the project partners would like to develop a phasing plan for the project if federal funds are not available. The phasing plan should evaluate how, which, and when improvements can be made to the corridor to support ridership and economic development, while reducing operating costs.

SCOPE

AECOM will work with UTA, along with Salt Lake City, North Salt Lake, Bountiful, Davis County, and Salt Lake County, to accomplish Engineering design work and environmental services for the Project in accordance with UTA's procedures. AECOM will fully participate in stakeholder coordination committee meetings and become an integral part of that team. Project stakeholders will include representatives from the above-mentioned cities and counties, Wasatch Front Regional Council (WFRC), the Utah Department of Transportation (UDOT), and other agencies to be determined. AECOM will provide the necessary Professional Engineers, planners, scientists, architects, CADD operators, surveyors, and other staff and professional and technical skills, materials, supplies, and other services other than those specifically provided by UTA required to successfully complete this Scope of Work. AECOM's resources will be provided in order to accomplish engineering design to a level that will allow UTA to accomplish the following:

- A) Refinement and finalization of the Locally Preferred Alternative (LPA), key open questions to be addressed are.
 - The alignment of the route in Downtown Salt Lake City, as well as a reevaluation of whether 300 or 400 West is the preferred alignment into Downtown, taking recent planning efforts and redevelopment into consideration. AECOM will help the project partners determine the final terminus of the project in Salt Lake County. AECOM will help develop a recommendation based on technical evaluation as well as input from the public and project partners. The chosen terminus should maximize the overall public benefit of the project.
 - 400 West fixed guideway options and fixed guideway option north of 2200 North in Bountiful City.
 - Final determination of either 200 West or Main Street in Bountiful should be made.
 - Work with UTA and the other project partners to determine the optimal local bus service options given the implementation of the BRT or enhanced bus, including the identification of key transfer points and transit hubs along the route;

- B) Complete the activities required as part of the environmental document. A Documented Categorical Exclusion (DCE) is likely. However, a final recommend environmental document type will be determined in consultation with federal partners;
- C) Develop a phasing plan for the implementation of the final project. UTA and the other project partners will be seeking funding for the implementation of the recommended project. The phasing plan should anticipate that funding may become available incrementally over time.
- D) Work with UTA and SLC staff to develop a preferred local bus service operating plan. The WFRC long range plan makes some recommendations for bus capital improvements. Additionally, UTA is completing a 5 year service plan and SLC has an adopted transit mater plan. These documents should serve as guides to develop the recommendations for public review, consideration, and input.
- E) Complete conceptual preliminary engineering to a level sufficient to support the DCE and to allow the designers to prepare capital as well as operation and maintenance costs for the Project.

AECOM will supply sufficient staff to assure simultaneous production of all aspects of the Project. The Project will be described in the appropriate DCE documents and associated engineering deliverables and it is incumbent upon AECOM to ensure that the engineering design complies with these documents.

This Contract will consist of the completion of the conceptual design work on the LPA, completion of the draft DCE, assistance to UTA with the public review process, completion of the final DCE and the appropriate level of agency approval in accordance with the DCE process, and advancement of the design work to calculate quantity takeoffs and cost estimates for UTA's use in development of a target price for construction. Refinement of the tasks may occur as the Contract progresses.

As a result of the work done in the Alternatives Analysis (AA), one alternative has been selected as the LPA. As part of this Scope of Work, a more detailed and robust evaluation of the LPA, including final station recommendations and identifying shared vs. exclusive lanes, center vs. side running, etc. within each alignment segment will be produced and included in the DCE with special attention given to identifying the terminus of the project in Salt Lake City. AECOM will produce an updated recommended LPA technical alignment to be included in the DCE.

Major elements of work under this Contract will include the following items:

- 1) Assisting with the public review process of the appropriate DCE documents, using polling, focus groups, online engagement or other methods to gain public input on alignment and routing options;
- 2) Develop alignment options for the key questions identified in scope paragraph A). AECOM will develop options for agency and public review;
- 3) Preparation of the DCE required documentation and approvals;
- 4) Maintaining records of the decision-making process;
- 5) Preliminary Conceptual Engineering of fixed guide ways, structures (bridges and retaining walls), drainage, utility relocations, stations, street reconstruction, and signals; and
- 6) Survey and Mapping.

This Contract will build upon the engineering effort provided in the AA document, assisting in the analysis and cost estimating process. Engineering services will be advanced through the final environmental document.

AECOM will begin the services of this Contract by utilizing the AA document, any drawings, AASHTO, UDOT Design Criteria, UDOT's Bus Rapid Transit Design Manual, and UTA's Design Criteria Manual as the beginning basis for this effort. AECOM will provide Project management, environmental documentation, engineering design, studies, analyses, preliminary quantity and cost estimates, utility engineering, civil engineering, structural engineering, mapping, technical support, environmental mitigation, and all elements required for the Project.

The tasks listed in this Scope of Work are necessary for the completion of this Contract.

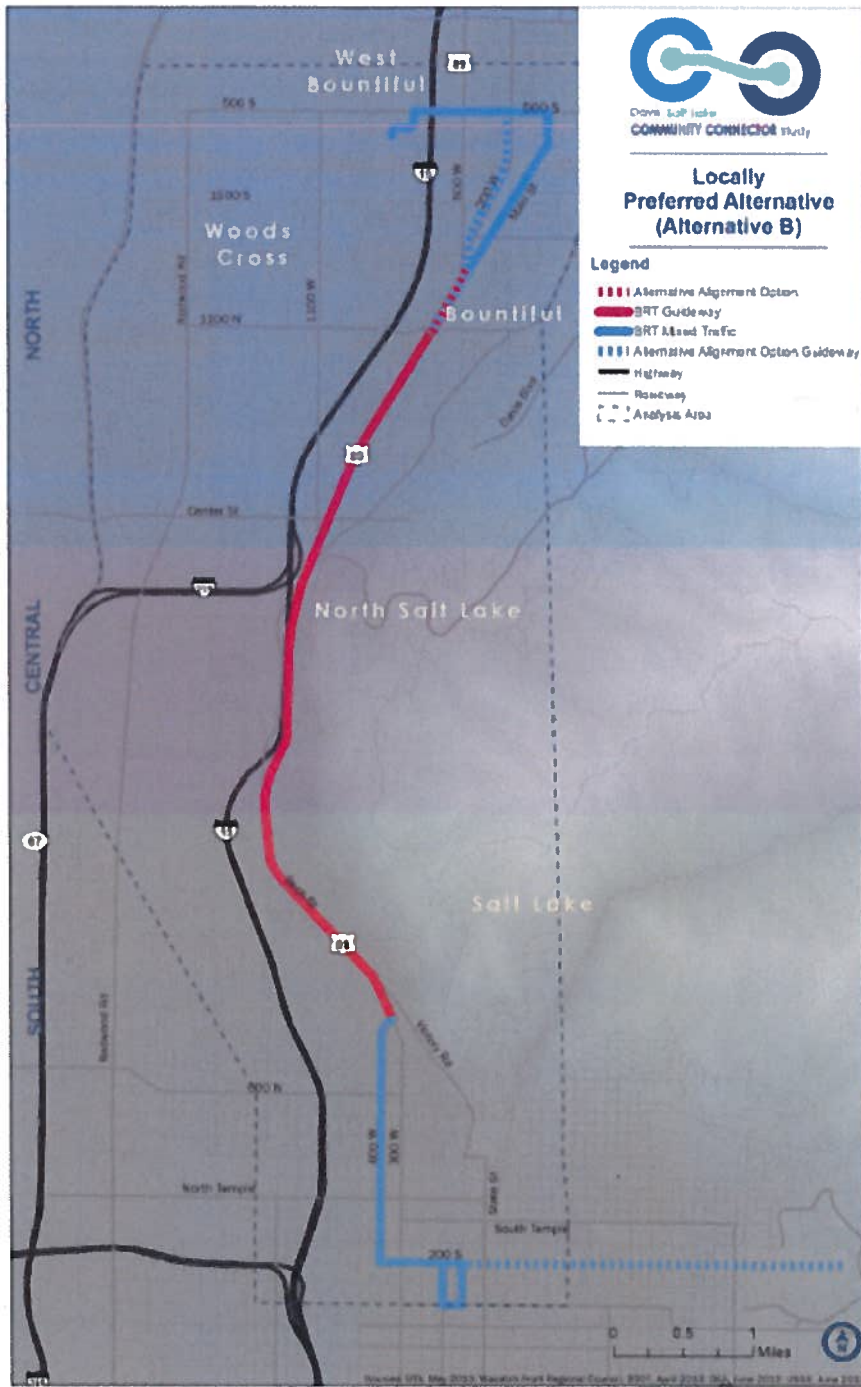


Figure 1. Locally Preferred Alternative

Project Team

Below is a list of the team members and the corresponding roles on the project.

AECOM – Prime Consultant

- Project Management
- Quality Control
- Design Criteria
- Project Phasing
- Stakeholder and Public Coordination
- Concept Engineering and Design
- Traffic Engineering
- Mapping support
- Public Survey

Jacobs – Subconsultant

- Project Management
- Stakeholder and Public Coordination
- Locally Preferred Alternative
- Documented Categorical Exclusion

Township & Range – Subconsultant

- Station Area Planning

Certus Environmental Solutions – Subconsultant

- Agency Coordination with Utah State Historic Preservation Office (SHPO)
- Cultural Resource Identification

Meridian Engineering – Subconsultant

- Aerial Mapping
- Supplemental Ground Survey

L2 Data Collection – Subconsultant

- Traffic Counts

PROJECT TASKS

TASK 0 *Project Management, Administration, and Coordination*

0.01 **PROJECT SUPERVISION**

AECOM will provide direction and overall supervision to the environmental and design team. Hereinafter the team will include AECOM's staff and sub-consultants. AECOM will oversee the allocation and delegation of authorized work in accordance with the established work plan. AECOM will manage efforts under this Contract to achieve uniformity and quality. AECOM will provide technical direction and monitor the work activities under this Contract. AECOM will conduct monthly Project progress and coordination meetings with UTA. AECOM will coordinate input and output between the various disciplines through weekly reviews of Contract activities with Project staff. AECOM will produce and submit a Monthly Project Progress Report to UTA. This report will state the following information:

- A) The labor hours expended per task;
- B) The completion percentage of the tasks based on the Contract dollar amounts expended and the work completed; and
- C) The overall completion percentage of the work to date.

AECOM will provide the management, coordination, and direction to its subconsultants to supply the required services on time and within budget.

AECOM will identify and document project issues, track action items, publish resolution efforts and results all to be admitted as part of the Administrative Record for the project. AECOM will review the products developed in work tasks and recommend appropriate additions/ corrections. AECOM will coordinate and participate in monthly stakeholder team meetings.

Assumptions:

- 12 month project duration
 - If the project extends past 12 months additional project management hours may need to be negotiated.
- 12 months of monthly status meetings

Deliverables:

- Monthly progress and coordination meeting minutes
- Monthly invoices and progress reports
- Documentation of project issues, action items, and resolution efforts and results for Administrative Record

0.02 **PROJECT CONTROL**

AECOM will control and monitor its work progress and financial status. AECOM will prepare the project schedule for the work to be completed under this Contract and update and submit the schedule monthly for the UTA Project Manager for review. AECOM will develop detailed work orders specifying the work to be completed, time schedule, staff hour budget, and deliverables. AECOM will distribute the detailed work orders to the various task managers. Should AECOM require changes to the Scope of Work based on changing Project conditions, AECOM will advise UTA concerning the scope and budget implications of such changes before work begins. If a change order is required for additional or changes to the Scope of Work, AECOM will receive approval from UTA prior to beginning the modified scope of work. AECOM

will monitor its actual schedule and budget compared to UTA's projected schedule and budget for this Contract.

Deliverables:

- Project schedule with monthly updates

0.03 COORDINATION AND COMMUNICATION

AECOM will assist in outside agency liaising to coordinate Project-required changes to outside agency facilities and systems including roadway, building, utility, and other structures and operation. AECOM will assist with coordination and presentation to those municipalities, jurisdictions, agencies, and neighborhoods impacted or affected by the Project to help build consensus and resolve potential Project delaying issues.

0.04 QUALITY ASSURANCE AND QUALITY CONTROL

AECOM will comply with the Quality Assurance/Quality Control (QA/QC) standards and procedures of UTA, UDOT, and other project partners. Specifically, AECOM will provide, implement, and follow a UTA approved QA/QC plan to establish procedures and requirements to be followed by the project team to ensure the preparation of quality documents. AECOM will utilize the current UTA Project CADD standards. AECOM will utilize the current UTA standard formats for technical reports and memoranda. AECOM will conform to the current UTA document control procedures. The QA/QC plan will describe the responsibilities and procedures to apply to all Contract deliverables prior to their submittal.

Deliverables:

- Project QA/QC Plan

0.05 DESIGN CRITERIA

The Utah Transit Authority will be responsible for any modifications to update the design criteria and standards. As necessary, UTA will re-issue the updated documents. All design will meet the appropriate design standards depending on which jurisdiction has control (state vs local roads). Examples of standards will include but not be limited to, UTA, UDOT, AASHTO, MUTCD, and individual municipalities. For design elements that don't meet current Standards, deviations, exceptions, or waivers will need to be approved by the governing agency. AECOM will assist to ensure design continuity across the entire project. AECOM will identify where inconsistencies in design exist and plan mitigations accordingly.

0.06 PROJECT PHASING

Given the uncertainty surrounding federal funding, the project partners would like to develop a phasing plan for the project. The phasing plan will evaluate how, which, and when improvements can be made to the corridor to support ridership and economic development, while reducing capital costs.

A brief memo will be prepared detailing recommended phases, including design elements, cost estimates, and timeline.

Deliverables:

- Project Phasing Memo

0.07 CADD MANAGEMENT

AECOM will provide overall management, assembly, and dissemination of electronic base design data to complete the tasks under this Contract.

Deliverables:

- Electronic CADD and PDF files will be submitted at key project milestones.

TASK 1 *Environmental Services and Document Preparation*

1.01 OUTREACH

UTA, along with the local government partners, will lead the public involvement efforts for the project. UTA will conduct a targeted educational outreach campaign and the messaging will be formed from an understanding of the target audiences –i.e., businesses, residents, developers, special-interest groups – and their main drivers and interests. AECOM will assist with coordination and presentation to those municipalities, jurisdictions, agencies, and neighborhoods impacted or affected by the Project to help build consensus and resolve potential Project issues.

The cities will assist with the Public Involvement (PI) program and help develop and implement the PI Plan with special emphasis towards their specific municipality and neighborhoods. The cities will also assist with preparing local media outreach and coordination of facilities for the public hearing for the DCE.

Stakeholder and Public Coordination

AECOM will lead the preparation and facilitation of the project Steering Committee made up of the project stakeholders including UTA, UDOT, Salt Lake City, North Salt Lake, Bountiful, Davis County and Salt Lake County. Additionally, AECOM will participate in stakeholder meetings with other necessary stakeholders such agencies, entities and/or neighborhoods impacted or affected by the project to help build consensus and resolve potential project delaying issues.

Tasks:

- Identify members and coordinate as necessary with each key jurisdiction and agency to participate in monthly Steering committee meetings.
- Determine key priorities of each stakeholder through initial kick off coordination
- Prepare for and facilitate monthly Steering committee meetings.
- Support UTA in materials necessary for city council presentations and updates.
- Support UTA in preparation and participation in up to two public meetings

Deliverables:

- Monthly Steering committee content and agendas.
- Participate in up to 2 public meetings

Assumptions

- Steering Committee meetings are 1 hr.
- Up to 4 Steering committee meetings will be 2 hr. (workshops)
- Up to 5 individual one-on-one meetings with stakeholders
- UTA will distribute project updates via social media.
- UTA will provide staff and assistance for the Public Open House

Public Opinion Surveys/Website

After completion messaging development by UTA project partners and AECOM, AECOM will develop and conduct a survey that will be available online and in hardcopy format to gauge perceptions of the public in the Salt Lake City community. To analyze the data, we will geo-code responses and results. We will utilize public comment tracking tool that uses Geographic Information System (GIS) mapping principles to illustrate the location and nature of feedback received.

UTA will utilize social media to expand survey coverage and link public and stakeholders to the project website and meeting information. UTA will organize meetings with Business Community Groups and individuals. AECOM team will support UTA in this effort including attending some meetings with business leaders if needed. UTA will issue press releases and public notices as necessary.

Meetings

- Up to 2 Business Community meetings
- Survey Results

Deliverables

- Public Involvement Summary Report (3 copies)

1.02 AGENCY/PUBLIC REVIEW AND COORDINATION

AECOM will assist UTA with the Section 106 process by providing content for UTA to draft the needed letters to the State Historic Preservation Office (SHPO) showing a proposed area of potential effects (APE) and requesting concurrence and by drafting letters inviting consulting parties. While a public hearing is not required for a DCE per FTA's February 2013 Categorical Exclusion Guidance, UTA will hold up to two (2) total public meetings. Two meetings located in two different counties and provide ample opportunity for comments, given the level of controversy surrounding the previous phases of the project.

Tasks:

- Section 106 consultation and documentation will be completed by AECOM for the DCE. Consultant will identify potential consulting parties.
- Assist in consultation with the SHPO regarding the APE, eligibility of resources for the National Register of Historic Places, and findings of effect.
- Provide staff to attend the public meetings.
- Prepare materials for the public meeting: aerial maps and display/information boards will be prepared to display project information; comment form.
- Categorize comments and incorporate into the DCE as necessary.

1.03 RE-EVALUATION OF THE LOCALLY PREFERRED ALTERNATIVE

An LPA was selected as part of the AA that was conducted. AECOM will review the past ridership and will coordinate with WFRC on an additional ridership analysis as well as, review cost estimates based on an "apples to apples" comparison of headways and span for both BRT and enhanced bus. When comparing exclusive lanes (BRT) vs. mixed traffic (enhanced bus), AECOM will isolate the benefits and costs, basing them on the ridership projections derived from the equivalent analysis. AECOM will perform sufficient

environmental analysis, engineering and design to objectively identify impacts, mitigation costs, construction costs, and ridership for the DCE. Refinements may include identifying where the project will be center running exclusive lanes versus mixed traffic running, and where the station locations will be, including potential for future stations. AECOM will evaluate center running lanes versus Business Access & Transit (BAT) lanes to minimize turn restrictions.

Tasks:

- Provide recommendations for changes to the LPA based on additional ridership analysis (performed by WRFC) as described above, environmental analysis, engineering, public and agency input, and design; the recommendation should address all of the alignment questions noted on pages 1 and 2 of the scope document, including key transfer points to existing and planned transit service.
- Develop a recommended Salt Lake County (SLCO) alignment based on technical and public input.
- Evaluate the potential for BAT lanes, offset, or curbside lanes, shared bus-bike lanes, peak-only dedicated lanes.
- Evaluate the possibility of additional exclusive center running, offset, or curbside lanes, shared bus-bike lanes, peak-only dedicated or BAT lanes on 300/400 West in Salt Lake City. The original LPA did not include exclusive lanes on this portion
- Analyze and recommend a phasing plan that includes improved service and stops to build ridership. Consider, as part of this work, clearing the stop locations and starting with enhanced bus (if the data support that).

1.04 PRODUCE DOCUMENTED CATEGORICAL EXCLUSION FOR LPA

The NEPA analysis will include evaluation of possible effects/impacts of the BRT or enhanced bus and documentation of the analysis and findings on the current FTA DCE Worksheet. Scope includes preparation of a draft DCE for UTA and FTA review and preparation of a Final DCE for FTA approval and signature. While some engineering was done during the previous work, further Conceptual Engineering is necessary to acceptably complete an environmental document. The conceptual design work should allow for phasing in case federal funds are unavailable for the project.

Tasks:

- Categorical Exclusion Documentation Form and supporting documentation of concurrence and compliance with applicable environmental regulations.
- Technical analysis and preparation of FTA's DCE work sheet will be prepared for the LPA; with BRT guide way on 300/400 West included as an optional task if necessary.
- Compile aerial and utilities mapping for the corridor from existing publicly available data and mapping.
- Public and Agency Involvement /Strategic Communications to support DCE (UTA will provide).
- Project Management, Meetings and QA/QC
- Maintaining records of the decision-making process.
- Advanced Conceptual Engineering to support DCE (See Task 2).

Deliverables:

- Traffic and transit analysis to support the DCE (see Task 1.05)
- Draft and final DCE Worksheet along with appropriate technical analyses and supporting figures and appendices. The DCE Worksheet will address the following if applicable (as defined in the DCE worksheet):
 - a) Detailed Project Description
 - b) Location and Zoning

- c) Traffic
- d) Aesthetics
- e) Air Quality
- f) Environmental Justice
- g) Floodplains
- h) Hazardous Materials
- i) Noise and Vibration
- j) Prime and Unique Farmlands
- k) Resources, including Historic, Recreational, Biological, Wetlands, & Other, includes Section 4(f) if necessary
- l) Safety and Security
- m) Water Quality
- o) Construction Impacts
- p) Cumulative and Indirect Impacts
- q) Property Acquisition
- r) Public Notification
- s) Mitigation Measures
- t) State and Local Policies and Ordinances
- u) Related Federal and State/Local Actions
- v) Comments and response

- Complete items required for Part III, Section D of the DCE Worksheet if 'yes' is checked.
- Print ready electronic copy of administrative draft DCE for internal review by UTA and FTA.
- Comment/response matrix that responds to UTA and FTA comments on administrative draft DCE.
- Print Ready electronic copy of final DCE for submission to FTA for approval and signature (see Task 1.06)
- Comment/response matrix in response to comments received at public meetings for inclusion in final DCE (UTA will provide).
- Composite utility identification and avoidance/protection/relocation information to be included in a utility report. (See task 2.03.02)
- Preliminary quantity estimates and costs from engineering tasks including operation and maintenance costs. (See task 2.07)

1.05 TRAFFIC DATA COLLECTION

AECOM will identify and collect Intersection Turning Movements for requested intersections/interchanges. Include bike and pedestrian counts as well. This task is not to exceed \$20,000 for data collection effort. AECOM and UTA to agree on the priority intersections.

Type: Vehicle, Volume & Direction

Time: 7am – 9am & 4pm – 6pm

Day: Weekday (Tuesday-Thursday) (non-holiday)

The following intersections locations to be prioritized include:

1. Woods Cross Intermodal Station intersection turning movement counts
 - a. 500 South/800 West
 - b. 500 South/700 West
 - c. 500 South/SB I-15 Ramp
 - d. 500 South/NB I-15 Ramp

- e. 500 South/500 West
 - f. 500 South/200 West
 - g. 500 South/Main Street
 - h. 500 South 100 East
2. 2600 South area, Bountiful
- a. I-15 interchange (all movements)/2600 South
 - b. Wildcat Way/2600 South
 - c. US-89/2600 South
 - d. 500 West/2600 South
 - e. 350 North in North Salt Lake
 - f. Eagle Ridge Drive
3. Salt Lake US-89 area
- a. Chicago St/Gravel pit/US-89 (desired)
 - b. Victory Rd/US-89
 - c. 400 West/US-89
 - d. North Temple/400 West
 - e. KSL Broadcast House/400 West
 - f. South Temple/400 West
 - g. 100 South/400 West
 - h. 200 South/400 West
 - i. 200 South/300 West
 - j. 200 South/State

1.05.01 Travel Demand and Traffic Modeling

AECOM will provide expertise required to review and comment on travel demand estimates received from WFRC, for use in the DCE. These estimates will be used to further refine the size and capacity requirements for stations, line operations, and other facilities. AECOM will provide analysis of traffic impacts and transit operations resulting from the project, including collecting updated traffic counts as required.

Deliverables:

- A VISSIM corridor model will be created for the intersections identified above in section 1.05.
- The VISSIM model must include all intersections with proposed elimination of left turn lanes, queue jumping, and priority, or other alternatives that will change the current functionality of the existing system.
- All state routes will need to have a vehicle, bicycle and pedestrian LOS determined for all alternatives explored not only for today's traffic but also in 2040 for the AM/PM Peak Periods.
- UDOT will review and approve all VISSIM models created for this effort. The UDOT TOC, signals, preconstruction and traffic and safety groups will be included in the review process.
- For all VISSIM models, AECOM will record and report the following metrics:
 - BRT and enhanced bus travel time and station reliability
 - Vehicle, bicycle and pedestrian delay at signalized locations
 - Queuing
- Development of opening year AM & PM peak hour alternative models that will test various station and operational options (including headways)
- Development of future AM & PM peak hour baseline alternative (2040 conditions)
- Review and confirm forecasted traffic conditions from travel demand model data and traffic simulation work from task 1.05.

- WFRC will complete the travel demand modeling work for the project. WFRC will use the travel demand model projections as a basis for forecasting future turning movement volumes.
- The same alternatives that were tested under opening year conditions will be tested under future conditions.
- Optional Task: Evaluate the possibility of additional exclusive center running lanes or BAT lanes on 400 West in Salt Lake City. The original LPA did not include exclusive lanes on this portion of the alignment.
- Development of a technical memorandum documenting and outlining the findings of the traffic analysis.

Deliverables:

1.06 Technical memorandum documenting traffic analysis findings.

1.07 PREPARATION OF THE FINAL DCE

AECOM, with direction from UTA, will address comments received from stakeholders, partners, and agencies, considering the engineering design and the PI process, and prepare the final DCE.

Deliverables:

- Final DCE document.

1.08 MAINTAIN ADMINISTRATIVE RECORD

AECOM will maintain up-to-date project files which should include all notices, contacts, deliverables, and consultation.

The final project files will be delivered in electronic format (DVD) with a database (Excel spreadsheet) identifying all material in the file. The electronic database can be searched to find records.

Deliverables:

- DVD of final project files.

1.09 ENVIRONMENTAL PERMITTING AND MITIGATION MEASURES

AECOM will identify required environmental permits and mitigation requirements as prescribed by State and Federal Regulations.

Deliverables:

- List of required environmental permits and mitigation requirements.

TASK 2 *Engineering and Design*

2.01 DETAILED ALIGNMENT DEFINITION

AECOM will advance the LPA from the AA phase, completing detailed conceptual design work on the alignment and establish a preferred alignment configuration. The conceptual design work will allow for phasing in case federal funds are unavailable for the project. AECOM will establish typical transit

guideway (roadway) cross-sections and treatments. The transit alignment will be conceptual design to support the environmental document (DCE). These drawings will show impacts to roadways and will show within the typical sections the appropriate roadway cross section.

AECOM will optimize the conceptual design where appropriate to lessen impacts that become apparent through the engineering process. AECOM will develop horizontal geometry, where applicable. AECOM will produce conceptual design level transit alignment drawings with sufficient detail to display the overall scope of work and present relevant information sufficient to yield quantities and data for estimating capital costs. AECOM will present to UTA for consideration any design options that offer opportunities for potential capital cost savings. AECOM will prepare quantities and cost data for estimating capital costs.

AECOM will develop the design of hard surface elements as needed to identify cost and reduce risk. AECOM will develop the design of drainage, and utilities associated with all hard surface elements.

AECOM will develop typical guideway sections and cross sections.. These typical guideway sections and cross sections will be vetted in consultation with UTA and UDOT for maximum efficiency of design. AECOM will determine preliminary ROW limits and requirements for the project. AECOM will prepare typical guideway and cross section sheets.

AECOM will identify required modifications to the existing street network to interface with the BRT. AECOM will also establish conceptual design level access road requirements for BRT facilities including access to future park-and-ride lots and other UTA facilities. AECOM will address and recommend, where necessary, enhancements needed for sidewalk/trail connectivity to stations and stops.

AECOM will provide support to UTA's coordination efforts with governing agencies to resolve design issues and gain preliminary design approval for the project. AECOM will offer conceptual design solutions to resolve issues related to access to adjacent properties impacted by the Project. AECOM will develop conceptual design of road drainage and develop typical road details, sections, and details. AECOM will prepare for and attend meetings when requested with local jurisdictions and governing agencies staff.

AECOM will establish traffic signal improvement requirements where the BRT or enhanced bus system creates new or modified signalized intersections. AECOM will assist UTA in coordination and review of traffic solutions with governing state and local jurisdictions. This task will involve mostly planning level work and will not include detailed traffic signal designs. AECOM will coordinate with the systems engineering task.

AECOM will establish conceptual signage and striping requirements for street modifications in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), UDOT, and other governing agencies' standards. AECOM will establish minimum lane requirements in coordination with UDOT and local governing municipalities.

AECOM will develop parking and circulation systems for buses, automobiles, bicycles, and pedestrians at the existing Woods Cross FrontRunner Station parking facilities.

Deliverables:

- Concept Level horizontal alignment drawings.
- Concept level typical guideway and cross-section sheets.

- Concept level engineering plan sheets along alignment showing proposed striping, curb and gutter, sidewalk, station locations, signal locations, TSP locations, right-of-way line, required modifications to existing street network, and access roads to BRT or enhances bus facilities.

2.02 DESIGN OF MITIGATION MEASURES

AECOM, with consultation from UTA, will define areas of environmental concern and determine impacts and mitigation requirements. AECOM will use input from the environmental analysis and the public and agency involvement efforts to establish these initial design treatments.

Deliverables:

- Environmental mitigation plan

2.03 UTILITY IDENTIFICATION

2.03.01 Composite Utility Identification and Avoidance/Protection/Relocation Information

For all utilities within and adjacent to the ROW, AECOM will determine protection and relocation requirements. UTA, with assistance from AECOM, will set and hold meetings with the appropriate cities and utility agencies and obtain information regarding the location and size of existing and planned utilities. AECOM will support UTA in communicating Project requirements with utility owners/agencies. AECOM will prepare using existing available information composite utility maps and will identify conflict range for utilities that need to be protected or re-located. SUE Quality Level D mapping will be utilized.

AECOM will coordinate with appropriate municipalities the engineering tasks required to determine the protection in place or relocation of utilities. AECOM will be responsible for development of concept design level engineering drawings and assist with and/or prepare quantities. All CAD activities will be controlled by AECOM. See also Task – 3.01.02.02 *Utility Mapping*

Deliverables:

- Utility conflict summary.
- Concept level utility drawings and quantities for utilities that need to be relocated or protected.

2.03.02 Utility Report

AECOM will prepare a report describing utility avoidance, protection, or relocation requirements. AECOM will identify major conflicts between the proposed BRT or enhanced bus design and the existing utilities along the corridor. AECOM will prepare a formal list of utility contacts. AECOM will document utility agency comments and responses. AECOM will define what may be considered betterments to the system so that cost growth is continually being monitored. AECOM will describe methods for protecting utilities in place, including protective sleeves and offset manholes.

AECOM will develop a written summary of the existing utilities by owner, size, type, and location and identify those that are in conflict with the planned construction. AECOM will prepare a proposed utility conflict mitigation plan that describes the measures to avoid, protect, or relocate each utility in conflict. AECOM will prepare quantities and cost data for estimating capital costs associated with the utility conflict mitigation plans.

Deliverables:

- Utility report summarizing utility avoidance, protection, and relocation requirements and identifying major conflicts.
- Utility contact list.
- Documentation of utility agency comments and responses.
- Summary of existing utilities.
- Utility conflict mitigation plan.
- Quantities and cost data for estimating capital costs associated with the utility conflict mitigation plans.

2.03.03 Utility Agreements (* Task performed by the Utah Transit Authority)

AECOM will assist UTA in developing utility agreements with public and private utility owners with facilities affected by the Project that define proposed changes and responsibilities.

Deliverables:

- Drawings showing potential utility impacts.

2.04 Information for UTA to use to develop draft agreements.

2.05 STATION ANALYSIS

2.05.01 Station Area Report

AECOM will develop a corridor-wide urban design conceptual plan to address the needs of the DCE process, focused on making transit an accepted community amenity: AECOM will lead the development of the corridor-wide urban design conceptual plan to address the needs of the DCE process and inform the alignment refinement and concept design. The urban design concept will focus on integrating transit into the life of each community along the corridor. Closely related, we will address active transportation throughout the project.

Township + Range's experience working with South Davis County communities and Salt Lake City and on a range of previous bus rapid transit corridor and station area plans tells us that the urban design plan should involve the following:

- Recommended streetscape improvements (such as, landscaping, lighting, public art, furniture, sidewalks and pedestrian crossings, and bikeways) - We see this task as shaping a **high-quality pedestrian environment and public space**. We will make sure there is a provision for a large enough pedestrian realm. We will orchestrate the streetscape elements noted above and consider their relationship to existing development frontage and future development opportunities – for example how the new street design can serve the growing number of new residential and mixed-use projects in North Salt Lake. Along these lines, we will identify the best opportunities for small public spaces.
- Urban design treatment of transit elements: We will work with the team to **integrate and balance placemaking elements with transit-supportive street and operational techniques** such as dedicated transit lanes, signal priority, queue jumps and others. Center-running in-street stations will be given special consideration to be integrated into the overall streetscape and connectivity of the corridor.

- Integration with adjacent urban design programs (such as, intersecting streetscapes, parks and open spaces, and areas of special identity): We will **create strong relationships among the planned transit stations to existing and planned walkable centers, intersecting corridors, and other community spaces**. These include the regional center of downtown Salt Lake City, neighborhood-level centers such as the Marmalade District and Bountiful's Five Points area, identified town centers and historic downtowns such as North Salt Lake Town Center and Downtown Bountiful, and parks and open spaces. We will work with the team to leverage the amenities and attractions in these areas. Urban design integration also includes continued implementation and potential future expansion of existing City policies and plans, including the North Salt Lake Town Center Master Plan, Bountiful downtown planning, and Woods Cross Station Area Plan. For example, while downtown Bountiful has many transit supportive and walkable policies, other planned station areas such as Five Points/Renaissance Center and 2600 South do not.
- Bus stop locations and pedestrian flow analyses at each station: We will **integrate supporting transit service and shared mobility options** - including planned changes such as increased complementary 470 service and transition from the Davis commuter routes to ride-hailing-like micro-transit, as well as pedestrian flow analysis and recommended improvements at each station. We will also consider the emerging shared mobility options into the station environments and related centers, including Transportation Network Companies (TNCs); shared bicycles and scooters; vanpools; and micro-transit. From an urban design perspective, we will consider the allocation of curb space and parking space toward these services, the development of community mobility hubs that build on key stations (such as is desired by North Salt Lake at Center and U.S. 89), high-quality waiting environments, and consider how the street, station, and park-and-ride environments will maintain the flexibility needed to transition toward these options as they increase in use and technology evolves. We will work with the emerging UTA shared mobility group on these issues.
- **Active transportation connectivity**: Building on work from the South Davis Active Transportation Plan, we will identify, prioritize, and determine how to implement retrofitted street/active transportation connections and street crossings at each planned station location. We will also determine how to implement the connections identified in the 2014 Davis-SLC Community Connector Study, including in and around the North Salt Lake Town Center; along Main Street Bountiful; 1500 South Bountiful; 800 West Woods Cross; and 200/300/400 West Bountiful and North Temple Salt Lake City.

In coordination with Tasks 2.01, 2.03, , we will integrate the pedestrian environment/public space concept; active transportation connectivity strategy; surrounding community urban design strategy; multi-modal/shared mobility integration; and balance of transit speed and reliability/placemaking strategies into an Urban Design Plan/Station Area Report. The development of this product will include up to 4 sessions with the design working groups.

Deliverables:

Station Area Report

2.06 SYSTEMS ENGINEERING

2.06.01 Signals and Communications

2.06.01.01 Signals

AECOM will develop preliminary design requirements of the signal systems. AECOM will prepare draft cost data for estimating signal capital costs.

Deliverables:

- Traffic signal design requirement memo
- Traffic signal capital cost estimate

2.06.01.02 Traffic Signal Priority

AECOM will develop conceptual design requirements for the traffic signal priority interface circuits. AECOM will support traffic engineering in coordination with state and local traffic officials to determine locations where priority is required. AECOM will prepare a draft cost estimate for signal priority items.

2.06.02 System Integration

2.06.02.01 Safety and Security Analysis

AECOM will review the existing UTA safety program and will coordinate with UTA to develop a list of security requirements to be addressed during the final design process. The security requirements will be corridor and station specific.

2.07 Right-of-Way Engineering

2.07.01 Right-of-Way Scrollplot

AECOM will support UTA in the development of GIS right-of-way information to identify parcel ownership along the BRT or enhanced bus corridor. For the purpose of this scope, it is assumed that preliminary draft right-of-way scrollplot will be needed to determine impacts to be documented in the Environmental document. AECOM will conduct this work under Section 1.04 as part of the development of the DCE document.

2.08 Cost estimates

2.08.01 Capital Cost Estimate

AECOM will assemble preliminary quantity estimates and costs from engineering tasks for the conceptual design level of all alternatives. Quantity take-offs and estimates of quantities will be coordinated with UTA and should be based on FTA's Standard Cost Codes (SCC).

2.09 General

2.09.01 Drainage Report

AECOM will prepare a drainage report that presents proposed outfall locations, rough runoff volumes, and locations of significant new detention/retention systems required by the Project. The hydrologic and hydraulic methodology to be used in drainage calculations will be outlined. The drainage report will be descriptive in nature and any drawings will be large scale (1 inch equals 200 feet, or as appropriate) with the goal of reaching early agreement on where storm water enters the existing systems, what methodology will be used in calculations, and what modifications can be expected to such systems. Comments will be solicited from the appropriate city/state departments and agencies. Agreements will be formalized with the cities/state to document decisions and Project responsibilities. The drainage report will incorporate information contained in the agreements.

Deliverables:

- Based upon the required modifications to streets and other surfaces, AECOM will develop drainage calculations and a report for the proposed drainage system improvements and coordinate review and approval with the cities and/or other approving agencies.

2.09.02 Floodplain Study

AECOM will identify and provide maps of floodplain areas and determine the need for detailed flood studies, as appropriate. AECOM will conduct this work under Section 1.03 as part of the development of the DCE.

2.09.03 Fundamental Design Report

AECOM will prepare a report documenting the entire engineering effort. Final acceptance by UTA of the fundamental design report represents the completion of engineering work. The fundamental design report will include the following sections:

- Executive Summary
- Introduction/System Description
- Design Development Program
- Design Criteria Summary
- Summary of Construction Costs, Preliminary Design Plans, and Drawings.

In order to maintain project continuity, a working draft of this document will be provided to UTA at requested intervals throughout the design process.

TASK 3 *Technical Support*

3.01 SURVEY AND MAPPING

3.01.01 Survey

3.01.01.01 Primary Control

AECOM will provide mapping and aerial photography suitable for conceptual engineering and DCE documentation.

Assumptions:

- Project will be mapped using aerial flight methods coupled with supplemental ground surveys if needed (up to 80 survey crew hours for supplemental surveys).
- Survey will include establishment of a primary control network that can be used during final design and construction.

Deliverables:

- Survey Control Sheet (includes .dgn and .pdf files)
 - Control diagram will be prepared. The diagram will be certified and include methods and projections used, project coordinates and elevations, state plane coordinates along with longitudes and latitudes. Project dty file will be uploaded to ProjectWise.

3.01.02 Mapping

3.01.02.01 Base Mapping

AECOM will prepare digital base maps using aerial photogrammetry. Supplemental field surveys will be performed if needed (up to 80 survey crew hours). The base maps will be in the form of segment files appropriate to the Project.

Assumptions:

- Existing topography linework and points base mapping will not be created or provided by AECOM.
- Base mapping will consist of aerial photography coupled with supplemental ground surveys if needed (up to 80 survey crew hours for supplemental surveys).
- Digital Terrain Models will not be created for this project.

Deliverables:

- AECOM to provide CADD base maps from aerial data.

3.01.02.02 Utility Mapping

Utility mapping will be provided for the entire length of the project. The utilities will be mapped at a Quality Level D standard. Quality Level D standards utilize only as-builts, facility maps provided by owners, and verbal communication of known utility locations. This type of mapping uses no physical or field features to verify alignment or placement of the facility.

Assumptions:

- Field survey of existing utilities will not be performed.

Deliverables:

- A listing of all Utility contacts with addresses and phone numbers.
- Existing utility CADD base map.

3.02 RIGHT-OF-WAY SUPPORT

3.02.01 Existing Right-of-Way Identification

AECOM will develop conceptual ROW lines using data from existing GIS data sources. AECOM will develop a CADD file showing existing ROW lines, blocks, subdivision names, and owner names. Potential conflicts or errors in identification of ROW in or adjacent to the Project will be brought to the attention of the Project Manager or Deputy Project Manager for immediate resolution.

Assumptions:

- Existing Right-of-Way will be mapped from available city and county GIS data sources only. Research and plotting of existing ROW linework from cities, counties, UDOT, and tax plats is not included.
- UTA will pay for any applicable charges by city and county agencies to obtain GIS ROW information.

Deliverables:

- Existing right-of-way CADD base map exported from available GIS data.

3.02.02 Right-of-Way Report

AECOM will document ROW needs for the Project based on existing ROW GIS mapping, including full and major partial takes or easement parcels. AECOM will include parcel information, size and other pertinent information for each take identified. Elimination or changes of accesses along state routes will be identified and process will include public involvement with any affected property owners.

Deliverables:

- Right-of-Way Report and Cost Estimate

Exhibit B

Milestone Payment Schedule



AECOM Imagine it.
Delivered

AECOM
756 East Winchester Street
Suite 400
Salt Lake City, UT 84107
aecom.com

Project name:
SLC-Davis Connector

Project ref:

From:
Lori Labrum

Date:
June 19, 2019

To:
Hal Johnson
UTA
669 W. 200 So.
SLC, UT 84101

CC:
Jodi Pearson
Kordel Draley

Memo

Subject: Payment Schedule

As requested AECOM has compiled a payment schedule for the SLC-Davis Connector Project. The information is included below.

Total Contract - \$1,169,242.32

Month 1 - 2% - \$23,384

Month 2 - 5% - \$58,462.12

Month 3 - 5% - \$58,462.12

Month 4 - 10% - \$116,924.23

Month 5 - 15% - \$175,386.35

Month 6 - 15% - \$175,386.35

Month 7 - 15% - \$175,386.35

Month 8 - 10% - \$116,924.23

Month 9 - 8% - \$93,539.39

Month 10 - 5% - \$58,462.12

Month 11 - 5% - \$58,462.12

Month 12 - 5% - \$58,462.12

* This billing schedule represents a mutual best estimate and actual billing will be based on costs incurred each month.

Exhibit C

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, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. 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; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) 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 (v) 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.

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

August 5, 2019

Company Name

AECOM Technical Services

Federal I.D. No.

95-2661922



CONTRACT ROUTING FORM

Department * Supply Chain

Existing Contract? Yes

Existing Contract Number * 18-2741TP

Contract Section

Procurement

Board Review Date * 08/21/2019

Document Type * Change Order

Requisition #	Original	Change Order
	5134	5134

Please upload the necessary documents here	Depot District Phase 2 Amendment GMP 1-Demo & Abatement executed 062419.pdf	8.83MB
	18-2741TP Signed Phase I DDTC Big-D Agree.pdf	1.46MB
	Big-D CO #2.pdf	480.71KB

Contract Title * Depot District Clean Fuels Technology Center Construction Manager/General Contractor Phase 2 Change Order 2

Contractor Name * Big-D Construction

Description / Purpose * This is change order # 2 to the UTA Depot District Phase 2 Construction Services Amendment between UTA and Big-D Construction. The Phase 2 Construction Services Amendment was approved by the UTA Board of Trustees on June 19, 2019 for \$2,068,783 (Guaranteed Maximum Price 1) bringing the total contract value to \$2,218,313 (including Phase 1 Pre-Construction Services). This change order is Guaranteed Maximum Price (GMP) 1A for the demolition and hazardous waste abatement of the locomotive building and portion of the breezeway connecting FLHQ to the locomotive building to provide a fire separation. A proposed cost of \$217,637 for the work was included as options in GMP 1, however additional subcontractor insurance/bond expense was added to that proposed optional cost, bringing the total for the work (as outlined in this change order – GMP1A) to \$241,637. This change order brings the new total contract value to \$2,459,950. The duration of the work is estimated at 3 months.

The 5-year UTA budget for the Depot District project is \$72 million. The 2019 budget is \$28,115,817 of which \$691,660 has been spent as of 8/1/2019, and \$2,704,729 in obligations remain for current GMP 1A activities and for design work with Stantec Architecture, leaving \$24,719,428 unobligated.

Additional obligations for work in 2019 are expected and will be reviewed by the board as needed.

Contract Administrator * Pickett, Teresa

Project Manager * Turner, Grey L

Base Contract Effective Dates * Beginning 8/24/2018

* Ending 12/31/2021

Contract Type * CONSTRUCTION

Procurement Method * RFP

Number of Responding Firms

\$ Value of Next Lowest Bidder

Base Contract Term (Months) * 40

Contract Options (Months) * 0

Option to Renew? * Yes No

Extension Start Date

End Date

Financial Section

Procurement

Existing Contract Value

\$ 2,218,313.00

Qty

Unit Price \$

Amendment Amount

\$ 241,637.00

Annual/One-Time Value

New/total Contract Value*

\$ 2,459,950.00

\$ 2,459,950.00

Attachment

Is the amount an estimate?* Yes No

Is the amount a one-time purchase or annual recurring purchase?*

One-time

Recurring

Account Code*

40-

3102.6891

2

Capital Project Code

MSP102

Funding Source*

Federal/

Local

Budgeted?*

Yes

No

Budget amount*

\$ 28,115,817.00

Will this contract require support from another department?*

Yes No

Is the other department(s) aware of this contract and the required support?*

Yes

No

N/A

Has the Qualified Health Insurance Certificate been verified?*

Yes

No

N/A

Approval Section

1)Legal/Compliance Review* Bell, Mike

2)Accounting Approval Needed?* Yes No

2)Accounting Review* Steele, Bryan

3)Risk Approval Needed?* Yes No

4)IT Approval Needed?* Yes No

5)Add Additional Approval?* Yes No

6)Manager/Program Manager* Thorpe, E Gregory

7)Dir, Sr. Mgr, or RGM* Turner, Grey L

8)Chief* DeLoretto, Mary Louise

9)Executive Director* Meyer, William Steven

Board Approval Required

Board Approval Date

8/21/2019

Print this page

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



CHANGE ORDER

No. 2

TITLE: Depot District Clean Fuel Technology Center- Locomotive Bldg. Demolition & Hazardous Waste Abatement- GMP-1A
 PROJECT/CODE: MSP102 - Depot District
 TO: Big-D Construction
 ATTN: Jim Allison

DATE: 8/12/2019
 This is a change order to
 CONTRACT No: 18-2741TP

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

This is a change order between UTA and Big-D Construction for GMP-1A (Guaranteed Maximum Price) for the demolition and hazardous waste abatement of the locomotive building and portion of the breezeway connecting FLHQ to the locomotive building to provide a fire separation. Stantec Architecture Inc. has been retained to design the new maintenance building that will be constructed in the footprint of locomotive building. The cost for the work was previously included as options in GMP 1 for the demolition and hazardous waste abatement of the other building on the site. Some additional items of work were added to the prior optional cost bringing the total for the work to \$241,637. The other items of work are highlighted in red on the GMP 1A bid from Big-D. The duration of the work is estimate at 3 months. A DAP for a portion of this work was issued 8/6/19 for \$47,632. This change order closes out this DAP.

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

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

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

Current Change Order		Contract		Schedule	
Lump Sum:	\$241,637	Original Contract Sum:	\$149,530	Final Completion Date Prior to This Change:	12/31/2021
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$2,068,783	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	\$2,218,313	Final Completion Date as of This Change Order:	12/31/2021
Total:	\$241,637	Net Change This Change Order:	\$241,637		
		Current Project Total:	\$2,459,950		

ACCEPTED:

By: _____
 Date: _____

Jim Allison
 Big-D Construction

By: _____
 Date: _____
 Greg Thorpe
 Project Manager <\$10,000

By: _____
 Date: _____
 Grey Turner
 Acting Director of Capital Projects <\$50,000

By: _____
 Date: _____
 Mary DeLoretto
 Acting Chief Service Dev Officer <\$100,000

By: _____
 Date: _____
 Teresa Pickett
 Procurement

By: _____
 Date: _____
 Michael Bell
 Legal Review

By: _____
 Date: _____
 W. Steve Meyer
 Interim Executive Director >\$100,000



Change Order Summary Worksheet
Previously Authorized Changes

Contract	18-2741TP BIG
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Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$149,530	
1	7/19/2019	\$2,068,783	\$2,218,313	Phase 2/GMP 1 - Demolition and Abatement Construction Services
Total to Date		\$ 2,068,783		

UTA Depot District Technology Center - Phase 2/GMP 1A: Demo & Abatement
Salt Lake City, UT



	DESCRIPTION	GMP 1-A	GMP 1	Total for GMP 1	SUB / SUPPLIER
●	2A Demolition	166,682	901,136	1,067,818	Reynolds Brothers
●	Demolition Contingency	-	90,000	90,000	UTA
●	2B Hazardous Materials Abatement	46,469	399,155	445,624	Eagle Environmental
●	Abatement Contingency	-	40,000	40,000	UTA
●	BIM Scan of Rio Grand Locomotive	5,843		5,843	Estimated Scope
	SUBTOTAL	\$218,994	\$1,430,291	\$1,649,285	
1.50%	Contractor Contingency	3,285	21,454	24,739	Big-D
	SUBTOTAL	222,280	1,451,745	1,674,025	
6.48%	Overhead (GC's, Insurance, Fees, Bonds)	14,404	94,073	108,477	Big-D
	Building Permit		280,000	280,000	
	Plan Check Fees		180,773	180,773	
	Impact Fees		18,841	18,841	
	Utah State Fee		3,781	3,781	
	SUBTOTAL	236,683	2,029,213	2,265,896	
1.95%	Fee	4,954	39,570	44,524	Big-D
	TOTAL	\$241,637	\$2,068,783	\$2,310,420	

GMP 1 -A/ Phase 2 Total	\$ 241,637
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UTA Depot District Technology Center - Phase 2/GMP 1A: Demo & Abatement

26200

2B Hazardous Materials Abatement



Base Bid

Eagle Environmental

445,624

Spec Section	Scope of Work Description	Eagle Environmental	Environmental Abatement	Rocmont	Notes
	BASE BID	289,477	277,854	530,786	
• SPEC SECTIONS					
26000	CONTAMINATED SITE MATERIAL REMOVAL	INCL	INCL	INCL	
28213	REMOVAL OF ASBESTOS CONTAINING MATERIALS	INCL	INCL	INCL	
28233	DISPOSAL OF ASBESTOS CONTAINING WASTE MATERIALS	INCL	INCL	INCL	
TRADE SPECIFIC SCOPE		81,939	131,306	147,736	
1	Permitting costs				
2	Remove windows	5x10, 489 ea.	4x10, 198 ea.	212,260 LF	
3	Remove windows - high	INCL	4x4, 319 ea.	INCL	
4	Remove Vinyl Tile	INCL	INCL	INCL	
5	Remove asbestos containing floor tile	25,801	INCL	INCL	
6	Black Mastic	INCL	INCL	INCL	
7	TSI pipe elbows and T's	INCL	45 EA.	INCL	
8	TSI Pipe Wrap	INCL	INCL	INCL	
9	Mirror Mastic	INCL	INCL		
10	4' fluorescent lights	INCL	INCL	INCL	
11	Ballasts	INCL	INCL	INCL	
12	Arc lights	INCL	INCL	INCL	
13	Lead based paint on the north side of Building D6	INCL	8,400	INCL	
14	Lead based paint on the north side of Building D3 (Maintenance Bldg.)	INCL	INCL	INCL	
15	Containment on north side of maintenance bldg.	INCL	INCL	INCL	
16	Water hoses and connections for your own work	INCL	INCL		
17	Power cords for your own work	INCL	INCL		
18	Temp lighting	1,250	1,250	1,250	
19	Temp power connection	850	850	850	
20	Remobilize	INCL	1,200	INCL	
21	Clean and paint columns along gridlines J, K & L of Maintenance Building - 22' above slab	INCL	27,088	INCL	
22	Water Meter (Hydrant)	2,500	2,500	2,500	
23	Water Usage	1,500	1,500	1,500	
24	Duration	40 days	114 days	12 weeks	
25	Additional supervision for schedule	INCL	38,480	38,480	
26	Clean Up	7,000	7,000	7,000	Big-D 200 hours @ \$35/hr
27	Street Sweeping	2,500	2,500	2,500	Big-D 21 hours @ \$115/hr
28	North Wall Abatement	93,656	93,656	93,656	
29	Credit Back On North	(35,100)	(35,100)		
30	Credit Back On Columns	(18,018)	(18,018)		
GENERAL ITEMS		74,208	74,686	78,095	
31	Abatement Insurance	51,688	51,688	51,688	
32	Monitoring professional services	11,600	11,600	11,600	R&R Environmental
33	Additional Monitoring Professional Services	5,350	5,350	5,350	R&R Environmental
34	Prevailing Wage / certified Payroll	INCL	INCL		
35	Addenda Acknowledged	INCL	INCL	INCL	
36	Sales Tax State/City/County: EXEMPT	INCL	INCL	INCL	
37	Subcontractor Default Insurance / Bond	5,570	6,048	9,458	
38	Big-D Prequalified	NO	NO	NO	
39	Agree to Big-D Subcontract, Terms & Conditions	YES	YES	YES	
40	Agrees to Meet Insurance Requirements	YES	YES	YES	
41	Contractor License Number Valid	YES	YES	YES	
Totals:		445,624	483,846	756,617	
Variances:		0	38,222	310,993	
		0.0%	8.6%	69.8%	
		0.0%	0.0%	0.0%	

UTA Depot District Technology Center - Phase 2/GMP 1A: Demo & Abatement

24100

2A Demolition



Base Bid

Reynolds Brothers

1,067,818

Spec Section	Scope of Work Description	Qty	UOM	\$/Unit	Big-D Estimate	Estimated Scope	Reynolds Brothers	Total Interior Demolition	Grant Mackay	Notes
BASE BID							*	830,000	1,556,523	
SPEC SECTIONS										
24116	STRUCTURE DEMOLITION					*	INCL	INCL	INCL	
24119	SELECTIVE DEMOLITION					*	INCL	INCL	INCL	
TRADE SPECIFIC SCOPE					72,385	124,260	1,051,801	236,876	254,976	
1	DAQ Ten Day Notifications					*	2,820	2,820	2,820	
2	Mobilization					*	8,500	INCL	INCL	
3	4 Total mobilizations					*	1,350	1,350	4,500	
4	Move wood piles into Maintenance					*	3,114	3,114	3,114	
5	Building Separation					*	42,910	INCL	INCL	
6	Building D1					*	291,150	INCL	INCL	
7	Building D2					*	INCL	INCL	INCL	
8	Building D3					*	INCL	INCL	INCL	
9	Building D4					*	INCL	INCL	INCL	
10	Building D5					*	INCL	INCL	INCL	
11	Building D6					*	INCL	INCL	INCL	
12	Building D9					*	7,740	INCL	INCL	
13	Bldg 3 slabs					*	74,800	INCL	INCL	
14	Bldg 3 Catwalks					*	221,500	INCL	INCL	
15	Bldg 3 Bridge Cranes					*	19,000	INCL	INCL	
16	Bldg 3 interior office and restroom areas					*	INCL	INCL	INCL	
17	Saw cutting & removal to make openings in West walls					*	106,250	INCL		
18	Remove asphalt - East, West & South Sides					*	14,950	INCL	14,950	
19	Remove exterior concrete paving					*	10,700	10,700	10,700	
20	Excavate and remove turntable footings					*	5,250	5,250	5,250	
21	Ramp & Canopy at building 1					*	1,900	1,900	1,900	
22	TCLP Testing (10)	10	EA	\$250	2,500	2,500	2,500	2,500	2,500	
23	Street Sweeping	3	MO	\$2,500	7,500	7,500	7,500	7,500	7,500	Big-D 65 hours @ \$115/hr.
24	Clean-up (1,040 HRS)	1040	HRS	\$35.00	36,400	36,400	36,400	36,400	36,400	Big-D 1,040 hours @ \$35/hr.
25	Layout of openings	60	HRS	\$85	5,100	5,100	5,100	5,100	5,100	
27	Relocation of fire riser equipment & connections in Building D9	1	LS	2,020	2,020	2,020	2,020	2,020	2,020	
26	Electrical make safe of all structures prior to demo	1	LS	10,365	10,365	10,365	10,365	10,365	10,365	GSL
28	Mechanical Capping	100	HRS	\$85	8,500	8,500	8,500	8,500	8,500	
29	Salvage Timber Building 5					3,300	3,300	3,300	3,300	
30	Demo Bldg 3 entirely					*	112,107	85,800	85,800	
31	Temp Wall Framing with Drywall (620 sf)					*	3,500	1,682	1,682	
32	Exterior Sheeting					2,790	2,790	2,790	2,790	
33	Tyvek Wrap					1,450	1,450	1,450	1,450	
34	Temp Roofing					700	700	700	700	
35	Fire sprinkler (Cap and Disconnect @ Fire Riser)					6,155	6,155	6,155	6,155	Fire Engineering
36	Mechanical (Cap and Make Safe)					5,280	5,280	5,280	5,280	KHI
37	Electrical (Cap and Make Safe)					7,200	7,200	7,200	7,200	GSL
38	Utility (Cap Fire Line and Sewer \$3,500 ea.)					10,500	10,500	10,500	10,500	
39	Barricades @ Sump Pump					7,500	7,500	7,500	7,500	
40	Waterline					3,500	3,500	3,500	3,500	
41	Sewer Pump					3,500	3,500	3,500	3,500	
GENERAL ITEMS							16,017	10,816	19,456	
30	Addenda Acknowledged					*	INCL	INCL	INCL	
31	Sales Tax State/City/County: EXEMPT					*	EXCL	EXCL	EXCL	
32	P&P Bond/Subcontractor Default Insurance					*	16,017	10,816	19,456	
33	P&P Bond Rate					*	1.5%	0	0	
34	Big-D Prequalified					*	RENEWAL IN PROCESS	EXPIRED	YES	
35	Agree to Big-D Subcontract, Terms & Conditions					*	YES	YES	YES	
36	Agrees to Meet Insurance Requirements					*	YES	YES	YES	
37	Contractor License Number Valid					*	YES	YES	YES	
Totals:					72,385	124,260	1,067,818	1,077,692	1,830,955	
Variances:							0	9,874	763,137	
							0.0%	0.9%	71.5%	

UTA Depot District Technology Center - Phase 2/GMP 1A: Demo & Abatement

26700

BIM Scan of Rio Grand Locomotive



Base Bid

Estimated Scope 5,843

Spec Section	Scope of Work Description	Qty	UOM	\$/Unit	Budget	Estimated Scope	Big-D				Notes
	BASE BID					*					
Spec	SPEC SECTIONS					5,843	5,843	5,843	5,843	5,843	
	LIDar Scanning					5,343	5,343	5,343	5,343	5,343	
	Helicopter Fly over					500	500	500	500	500	
Totals:						5,843	5,843				

Variances:

0
0.0%



GENERAL CLARIFICATIONS

1. Balance of contractor-controlled owner contingency will be refunded to owner at end of the project. These contingencies are list below:
 - a) Demolition contingency \$105,000
 - b) Abetment contingency \$50,000
2. Schedule is based on a three-month construction duration.
3. Special Inspections, material testing, soil testing and other testing services are not included. It is understood these services will be procured and paid for by UTA. This includes testing as noted on the Salt Lake City Notes, Note #5, Sheet 00-C101.
4. This estimate does not include any permits, plan check, impact or other fees assessed by municipalities or authorities having jurisdiction.
5. Fees associated with Dominion Energy, Rocky Mountain Power, Century Link or other public/private utility providers are excluded.
6. Temporary parking for subcontractors is anticipated to be on-site.
7. Costs for LEED management are not currently included in the estimate. Please refer to VE Options for LEED pricing based upon LEED classification.
8. In order to mitigate subcontractor's schedule and cost risks on the project, Big-D will bond or include SDI at a stipulated rate of 1.25%.
9. Breezeway finish work including but not limited to exterior skin, roofing, interior finished and MEP will be included in GMP 2.

DEMOLITION

10. Pricing is based on being able to utilize water and power utilities from UTA. Subcontractors will provide connections to water and power and be responsible for their own hoses and cords.
11. Buildings D7 & D8 are shown in the plans as being existing. However, these two buildings have been removed since the plans were completed. We do not have any costs for removal of these two structures in this estimate.
12. The plans show a "heavy loaded paving access" that is to remain functional during the construction process to allow buses and other vehicles to access the fueling facility. Our plan is to saw cut and leave the current paving in place for as long as possible in this area so as to not incur additional costs for a new access road. At some point this access road will be removed and repaved with the proscribed pavement. At this point access will need to be provided from another location. This location can be determined by the UTA / Big-D team.
13. Cost for disconnect and makes safe and temporary enclosure at breezeway is included in this proposal. All finish work will be included as part of GMP 2.
14. Demolition of sump pump located in building 3 will included in future phase by earthwork contractor during maintenance building construction.



HAZARDOUS MATERIALS ABATEMENT

15. No removal of Petroleum contaminated soils is included in this phase / pricing. All removal and disposal will be handled in a later phase by the earthwork contractor. Based upon the original survey, we are unsure if this contamination field has spread since the first survey was completed. Additional evaluation will be made once the concrete floor slab has been removed from Building 3.
16. Big-D has included cost to abate lead paint from columns identified on Exhibit D1. No additional columns have been included to abate.

FIRE SUPPRESSION

- ~~17. Fire Suppression demolition is not included in this bid package. Fire Suppression demolition will take place when system is modified during maintenance renovation phase of work.~~
18. Fire Suppression disconnect and demolition is included in this bid package. Fire Suppression riser relocation will be included in GMP 2 when system is modified during breezway renovation phase of work.

HVAC

19. No removal or salvage of existing rooftop HVAC units has been included in this pricing. The plans do not reflect units being salvaged for future use or relocated.

ELECTRICAL

20. We have included costs to investigate power to each building, shut off and make safe as required.
- ~~21. We have not included the demo and relocation of (2) transformers located in Bldg. 3. These transformers provide power to an existing building and this power needs to remain.~~
22. We have included the disconnect and makes for demolition of (2) transformers located in Bldg. 3. These transformers provide power to an existing building and will be refeed and located in GMP 2.

**CONSTRUCTION SERVICES AMENDMENT
DEPOT DISTRICT CLEAN FUELS TECHNOLOGY CENTER (CM/GC)
PHASE 2 CONTRACT**

This Construction Manager / General Contractor Agreement – Phase 2 Construction Services Amendment (“**Amendment**”) is between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“**UTA**”), and Big-D Construction, a Utah Corporation (“**Contractor**”).

RECITALS

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

B) Pursuant to Request for Proposals No. 18-2741TP, UTA and Contractor entered into the Construction Manager/General Contractor Agreement – Phase 1 Pre-Construction Services, dated August 24, 2018 (UTA Contract No. 18-2741TP and hereinafter the “**Phase 1 Agreement**”).

C) Pursuant to the process and pricing methodologies outlined in the Phase 1 Agreement, UTA and Contractor have negotiated and agreed on the lump sum construction price, schedule, and scope of work for the first construction phase of the Project.

D) UTA and Contractor desire to amend the Phase 1 Agreement to include that scope, schedule, and price for the initial phases of Project specified in the issued for construction documents incorporated by Section 4 of this Amendment. Hereafter, the term “**Agreement**” refers collectively to the Phase 1 Agreement and this Amendment for the Project.

E) UTA and the Contractor intend agree that it will be necessary to enter into additional, separate and distinct phase 2 construction services (or amend and/or restate this Amendment) as necessary to address additional construction phases for the Project.

AGREEMENT

Therefore, the parties agree as follows:

1. Scope of Work. Contractor shall perform the Work. In the Contract Documents, “**Work**” means all construction and other services required by the Contract Documents, including procuring and furnishing all material, equipment, services and labor reasonably inferable from the Contract Documents as necessary to complete the Project. The general Scope of Work and Schedule for the initial construction phases is attached as Exhibit A. The Scope of Work and Schedule for additional phases shall be added by subsequent amendment to the Agreement.

2. Schedule. (a) Contractor shall commence the Work for the initial construction phases and additional separate and distinct phase 2 Work (which, for purposes of this Section, shall not include the Phase 1 Work) within seven (7) days of Contractor’s receipt of a Notice to Proceed (“**NTP**”) from UTA. UTA is not required to issue an NTP until all insurance, bonding, and other required documentation is submitted and deemed acceptable by UTA.

(b) UTA may issue a limited Notice to Proceed on a portion of the Work, and may issue a series of limited NTPs to provide for progression of the Work in phases. Issuance of a limited NTP will not be deemed to require UTA to issue any subsequent NTPs, and will not be deemed to obligate UTA to complete the Project or to pay Contractor for any portion of the Work not encompassed by an NTP issued by UTA.

(c) The Contractor shall achieve Substantial Completion of the initial construction phases of the Work no later than six (6) months from NTP date and required permits (the “**Substantial Completion Date**”). The Substantial Completion Date for additional phases shall be added by subsequent amendment to the Agreement. In the Contract Documents, “**Substantial Completion**” means that the Work is sufficiently complete in accordance with the Contract Documents so that UTA can occupy and use the Project for system integration testing, training, and pre-revenue operations.

(d) The Contractor shall achieve Revenue Readiness of the initial construction phases of the Work no later than NA for this Phase 2 Amendment (the “**Revenue Operations Date**”). The Revenue Operations Date for additional phases shall be added by subsequent amendment to the Agreement. In the Contract Documents, “Revenue Readiness” means that the Work is sufficiently complete in accordance with the Contract Documents so that the Project is ready for public use.

(e) The Contractor shall achieve Final Completion of the initial construction phases of the Work as expeditiously as reasonably practicable, but in no event later than four (4) weeks after Substantial Completion (the “**Final Completion Date**”). The Final Completion Date for additional phases shall be added by subsequent amendment to the Agreement. In this Agreement, “**Final Completion**” means that the Work is complete in accordance with the Contract Documents, including but not limited to, final completion of all punch list items and delivery of all documents in accordance with the General Conditions.

(f) Time is of the essence with respect to the dates set forth in this section. The critical path method schedule for the initial construction phases of the Work is attached as part of Exhibit A. The schedule for additional phases of the Work will be added by subsequent amendment of the Agreement. There are no liquidated damages applicable to the initial construction phases of the Work. To the extent that liquidated damages are to be applicable for future work phases, the terms and amounts of such liquidated damages shall be set forth in one or more subsequent amendments to the Agreement.

3. Price and Payment. (a) As full compensation for completing the initial construction phases of the Work in accordance with the Contract Documents, UTA shall pay to the Contractor the lump sum price of \$2,068,783.00 (the “**Contract Price**”), as more particularly set forth on the Price and Payment Form, attached as Exhibit B. The Contract Price for additional phases shall be added by subsequent amendment to the Agreement. For purposes of this Addendum, the Contract Price does not include the Phase 1 Contract Price, which is defined by, and paid under, the Phase 1 Agreement. The procedures for invoicing and payment are set forth in Article 4 of the General Conditions.

(b) For purposes of calculating changes in the Contract Price pursuant to Section 7.6 of the General Conditions, Contractor will be entitled to the following:

1. A maximum markup of six and forty-eight-hundredths percent (6.48%) for Indirect Costs that are applied to or to multiply the direct cost of work.
2. A maximum markup of one and one-half percent (1.5%) to cover Risk and Contractor’s contingency that are applied to or to multiply the direct cost of work.
3. A maximum markup of one and ninety-five-hundredths (1.95%) as the Contract Fixed Fee percentage for Profit and Corporate General and Administrative costs when applied to the actual subtotal construction costs (direct, indirect and risk).

4. A maximum markup percentage rate on subcontractors and material suppliers for the construction phase to arrive at their direct costs of ten percent (10%).
5. A maximum markup percentage for all tier levels of subcontractors and material suppliers during the construction phase of fifteen percent (15%).
6. A multiplier or burden applied to base labor wages to arrive at typical billing rates for contractor's personnel of fifty percent (50%).

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

- (1) All written amendments and Change Orders to this Amendment executed in accordance with Article 7 of the General Conditions;
- (2) This Amendment, including its exhibits and Federal Clauses, and specifically including the General Conditions attached as Exhibit C;
- (3) The issued for construction design and specification packages for the following initial phases of the project: (i) building removal/demolition and hazardous materials abatement per Exhibit A; The scoping documents for additional phases of the contract may be added to this Amendment from time to time.
- (4) All written amendments and Change Orders to the Phase 1 Agreement, executed in accordance with the Phase 1 Agreement;
- (5) The Phase 1 Agreement, including its exhibits;
- (6) The Contractor's Proposal in response to the RFP; and
- (7) The RFP.

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

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

(d) Contractor acknowledges that, prior to the execution of this Agreement, it has carefully reviewed the Contract Documents for errors, omissions, conflicts or ambiguities (each, a "**Discrepancy**"), and is not aware of any Discrepancies as of the execution of this Agreement. If the Contractor becomes aware of a Discrepancy, the Contractor shall immediately notify UTA's Project Manager of that Discrepancy in writing. UTA's Project Manager shall promptly resolve the Discrepancy in writing. Contractor's failure to promptly notify UTA of an apparent discrepancy will be deemed a waiver of Contractor's right to seek an adjustment of the Contract Price or Contract Times due to the discrepancy.

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

5. Representatives of the Parties. (a) UTA designates E. Gregory Thorpe as its Project Manager, and Grey Turner as its Senior Representative. UTA's Contract Administrator for this Agreement is Teresa Pickett. Questions or correspondence regarding the contractual aspects of this Agreement should be directed to Ms. Pickett, at the address set forth in section 9.

(b) Contractor designates Troy Robertson as its Project Manager, and Jim Allison as its Senior Representative.

6. Key Personnel. (a) Contractor shall ensure that the following Key Personnel remain assigned to the Project until Final Completion:

- (1) Jim Allison, Project Executive
- (2) Troy Robertson, Project Manager
- (3) Lars Erickson, Preconstruction Director

Personal to be assigned for select phases of the project:

- (4) Kevin Monds, Sr. Estimator
- (5) Chris Remkes, General Superintendent
- (6) Wade Widdison, Superintendent
- (7) Dennis Goodwin, Superintendent
- (8) Mike Plaudis, BIM Director

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

7. Bonds and Insurance. (a) Contractor shall obtain and maintain the insurance coverages set forth in Exhibit D, and comply with the obligations set forth in Exhibit D.

(b) The Contractor shall provide to UTA a performance bond and a payment bond (the "Bonds") issued by a surety doing business in Salt Lake County, Utah, and listed in the then current US Department of the Treasury's Circular 570. The Bonds must each be in an amount equal to 100% of the Contract Price, and in a form acceptable to UTA. Contractor shall provide the Bonds to UTA prior to commencing any Work.

(c) Upon Final Completion of the Work, UTA may, in its sole discretion, allow Contractor to replace the performance bond with a warranty bond in an amount and in a form acceptable to UTA.

8. Prevailing Wages. Contractor shall pay or cause to be paid to all applicable workers employed by it or its Subcontractors to perform the Work not less than the prevailing rates of wages, as provided in the statutes and regulations applicable to public work contracts, including the Davis-Bacon Act. The applicable prevailing wages mandated by the Davis-Bacon Act as of the date of execution of this Phase 2 Amendment and for the county in which the Work will occur are attached as Exhibit E. Contractor shall comply with and cause its subcontractors to comply with all laws pertaining to prevailing wages.

9. Value Engineering. Savings resulting from an approved Value Engineering Change Proposal (as defined in Article 10 of the General Conditions) subsequent to the execution of this

Amendment, will be allocated 50% to UTA, and 50% to Contractor. This provision governs over conflicting language in the General Conditions.

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

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

With a required copy to:
Utah Transit Authority
ATTN: E. Gregory Thorpe
669 West 200 South
Salt Lake City, UT 84101
gthorpe@rideuta.com

If to the Contractor:
Big-D Construction Corp.
ATTN: Jim Allison
404 W. 400 S.
Salt Lake City, UT 84101
jallison@big-d.com

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

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

(d) Notwithstanding subsection (a) of this Section, the parties may, through mutual agreement, develop alternative communication channels 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 the Agreement.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Each individual is signing this Amendment on the date stated opposite that individual's signature.

UTAH TRANSIT AUTHORITY

By: 
W. Steven Meyer, Interim Executive Director

Date: 6/24/19

By: 
D. Eddy Cumins, Chief Operating Officer

Date: 5/29/19

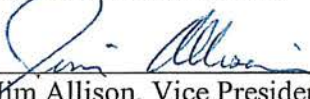
By: 
E. Gregory Thorpe, Project Manager

Date: 5/24/19

Approved as to Legal Form:

By: 
Utah Transit Authority
Legal Counsel

BIG-D CONSTRUCTION

By: 
Jim Allison, Vice President

Date: May 24, 2019

Contractor's Federal ID Number: 87-0361918

**Exhibit A to Phase 2 Construction Services Amendment
Scope and Schedule Exhibit**

[Attached on the following pages]

UTA PHASE 2 / GMP 1 - DEMOLITION AND ABATEMENT CONSTRUCTION DOCUMENT LIST

Specification:

Utah Transit Authority Depot District Technology Center
March 31, 2015

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 31 21.16 - ORIGINAL BUILDING DRAWINGS

SECTION 00 31 26 - EXISTING HAZARDOUS MATERIAL INFORMATION - BUILDINGS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 35 13.63 - SPECIAL PROJECT PROCEDURES FOR CONTAMINATED FACILITIES [SAI]

SECTION 01 35 13.64 - HAZMAT ABATEMENT - SUMMARY [SAI]

SECTION 01 35 13.65 - HAZMAT ABATEMENT - REFERENCE STANDARDS AND DEFINITIONS [SAI]

SECTION 01 35 13.66 - HAZMAT ABATEMENT - REGULATORY REQUIREMENTS [SAI]

SECTION 01 35 13.67 - HAZMAT ABATEMENT - COORDINATION [SAI]

SECTION 01 35 13.68 - HAZMAT ABATEMENT - FIELD TESTING [SAI]

SECTION 01 35 13.69 - HAZMAT ABATEMENT - CLEANING AND DECONTAMINATION [SAI]

SECTION 01 35 13.70 - HAZMAT ABATEMENT - TEMPORARY AREA ENCLOSURES [SAI]

SECTION 01 35 13.71 - HAZMAT ABATEMENT - TEMPORARY AIR CIRCULATION AND PRESSURE CONTROLS [SAI]

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

DIVISION 02 - EXISTING CONDITIONS

SECTION 02 41 16 - STRUCTURE DEMOLITION [SAI]

SECTION 02 41 19 - SELECTIVE DEMOLITION [SAI]

SECTION 02 60 00 - CONTAMINATED SITE MATERIAL REMOVAL [SAI]

SECTION 02 82 13 - REMOVAL OF ASBESTOS CONTAINING MATERIALS [SAI]

SECTION 02 82 33 - DISPOSAL OF ASBESTOS CONTAINING WASTE MATERIALS [SAI]

Reports:

1. Wasatch Environmental Project #1574-040E
Asbestos Survey Report – UTA Depot Roof
December 14, 2018
2. Wasatch Environmental Project #1574-040F
Pre-Demolition Asbestos Survey Former EIMCO Office and Maintenance Building
March 6, 2019
3. Wasatch Environmental Project #1574-040F
Addendum to Pre-Demolition Asbestos Survey Former EIMCO Office and Maintenance Building March
18, 2019
4. Dixon Information Inc. #101579 Report
1-20-2015
5. ALD Analytical Report
Dated 1-22-2015

Drawing List:

03-H101 - HAZARDOUS MATERIALS REPORTS	3/29/2019
03-H102 - HAZARDOUS MATERIALS REPORTS	3/29/2019
00-AD101 - ARCHITECTURAL DEMOLITION SITE PLAN	3/29/2019
00-AD102 - SANBORN MAPS	3/29/2019
00-AD401 - BUILDING D1 COMPLETE DEMOLITION PLAN	3/29/2019
00-AD402 - BUILDING D2 COMPLETE DEMOLITION PLAN	3/29/2019

00-AD403 - BUILDING D3 COMPLETE DEMOLITION PLAN	3/29/2019
00-AD404 - BUILDING D4 COMPLETE DEMOLITION PLAN	3/29/2019
00-AD405 - BUILDING D5 COMPLETE DEMOLITION PLAN	3/29/2019
00-AD406 - BUILDING D6 COMPLETE DEMOLITION PLAN	3/29/2019
00-AD407 - BUILDING D7 COMPLETE DEMOLITION	3/29/2019
00-AD408 - BUILDING D8 COMPLETE DEMOLITION	3/29/2019
00-AD409 - FLHQ BLDG D9 PARTIAL DEMOLITION PLANS	3/29/2019
03-AD101 SLAB PLAN - BUILDING 3 LEVEL 1 OVERALL SELECTIVE DEMOLITION FLOOR	3/29/2019
03-AD102 - BUILDING 3 LEVEL 1 OVERALL SELECTIVE DEMOLITION PLAN	3/29/2019
03-AD103 - BUILDING 3 LEVEL 2 OVERALL SELECTIVE DEMOLITION PLAN	3/29/2019
03-AD104 - BUILDING 3 ROOF OVERALL SELECTIVE DEMOLITION PLAN	3/29/2019
03-AD105 - BUILDING 3 LEVEL 2 RCP OVERALL SELECTIVE DEMOLITION PLAN	3/29/2019
03-AD201 ELEVATION - BUILDING 3 ENLARGED EXTERIOR SELECTIVE DEMOLITION EAST	3/29/2019
03-AD202 ELEVATION - BUILDING 3 ENLARGED EXTERIOR SELECTIVE DEMOLITION WEST	3/29/2019
03-AD203 ELEVATION - BUILDING 3 ENLARGED EXTERIOR SELECTIVE DEMOLITION NORTH	3/29/2019
03-AD211 - BUILDING 3 INTERIOR SELECTIVE DEMOLITION ELEVATIONS	3/29/2019
03-AD301 - BUILDING 3 SELECTIVE DEMOLITION SECTIONS	3/29/2019
03-AD311 - BUILDING 3 SELECTIVE DEMOLITION WALL SECTIONS	3/29/2019
03-AD312 - BUILDING 3 SELECTIVE DEMOLITION WALL SECTIONS	3/29/2019
03-AD313 - BUILDING 3 SELECTIVE DEMOLITION WALL SECTIONS	3/29/2019
03-AD501 - BUILDING 3 DEMOLITION DETAILS	3/29/2019
03-AD502 - BUILDING 3 DEMOLITION DETAILS	3/29/2019

**UTA DEPOT DISTRICT TECHNOLOGY CENTER
PHASE 2: DEMOLITION / HAZMAT ABATEMENT
PROPOSAL CLARIFICATIONS & ASSUMPTIONS**

GENERAL CLARIFICATIONS

1. Balance of contractor-controlled owner contingency will be refunded to owner at end of the project. These contingencies are list below:
 - a) Demolition contingency \$90,000 (as a provisional sum)
 - b) Abetment contingency \$40,000 (as a provisional sum)
2. Special Inspections, material testing, soil testing and other testing services are not included. It is understood these services will be procured and paid for by UTA. This includes testing as noted on the Salt Lake City Notes, Note #5, Sheet 00-C101.
3. This estimate does include permits, plan check, impact and other fees assessed by municipalities or authorities having jurisdiction.
4. Fees associated with Dominion Energy, Rocky Mountain Power, Century Link or other public/private utility providers are excluded.
5. Temporary parking for subcontractors is anticipated to be on-site.
6. Costs for LEED management are not currently included in the estimate. Please refer to VE Options for LEED pricing based upon LEED classification.
7. In order to mitigate subcontractor's schedule and cost risks on the project, Big-D will bond or include SDI at a stipulated rate of 1.25%.

DEMOLITION

8. Pricing is based on being able to utilize water and power utilities from UTA. Subcontractors will provide connections to water and power and be responsible for their own hoses and cords.
9. Buildings D7 & D8 are shown in the plans as being existing. However, these two buildings have been removed since the plans were completed. We do not have any costs for removal of these two structures in this estimate.
10. The plans show a "heavy loaded paving access" that is to remain functional during the construction process to allow buses and other vehicles to access the fueling facility. Our plan is to saw cut and leave the current paving in place for as long as possible in this area so as to not incur additional costs for a new access road. At some point this access road will be removed and repaved with the proscribed pavement. At this point access will need to be provided from another location. This location can be determined by the UTA / Big-D team.

HAZARDOUS MATERIALS ABATEMENT

11. No removal of Petroleum contaminated soils is included in this phase / pricing. All removal and disposal will be handled in a later phase by the earthwork contractor. Based upon the original survey, we are unsure if this contamination field has spread since the first survey was completed. Additional evaluation will be made once the concrete floor slab has been removed from Building 3.
12. Big-D has included cost to encapsulate lead paint on columns identified in yellow highlights on Appendix A. No additional columns have been included to encapsulated. All steel shown to be removed with lead paint will be recycled.

FIRE SUPPRESSION

13. Fire Suppression demolition is not included in this bid package. Fire Suppression demolition will take place when system is modified during maintenance renovation phase of work.

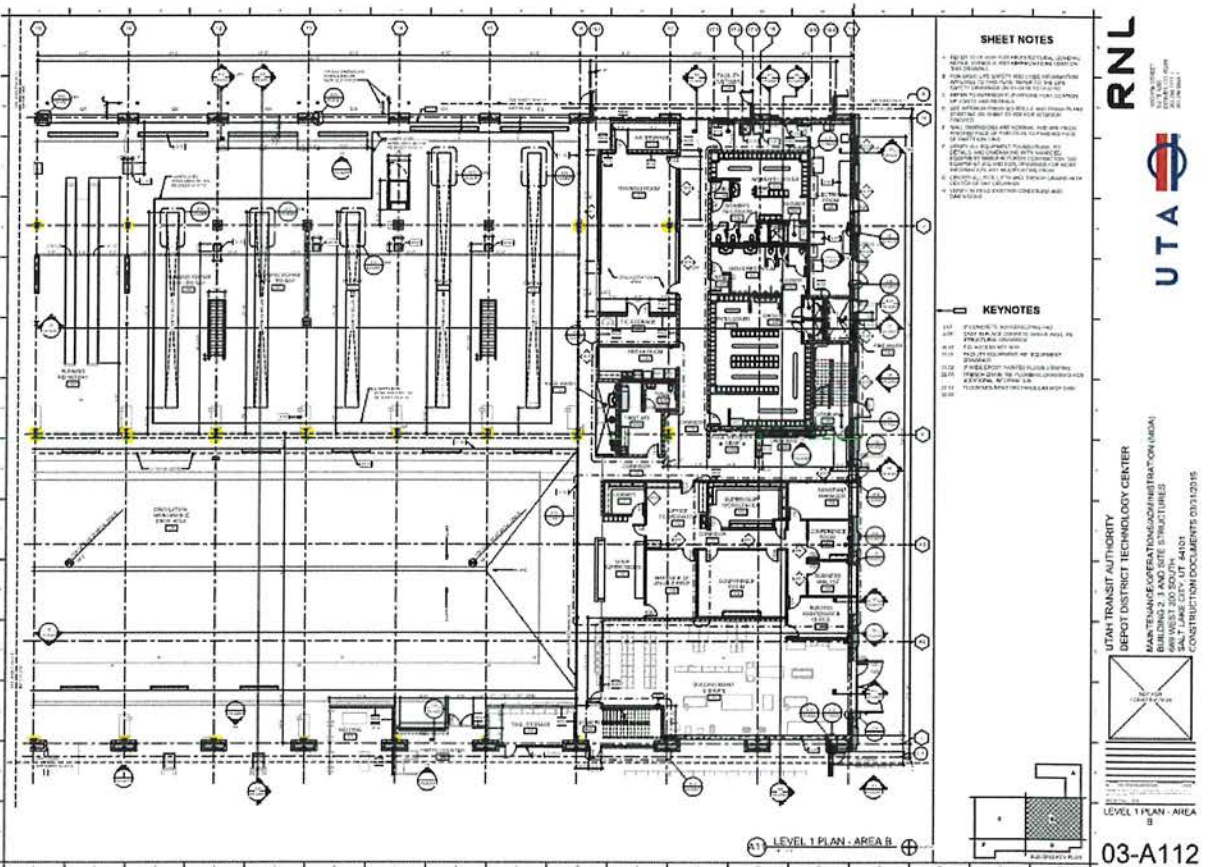
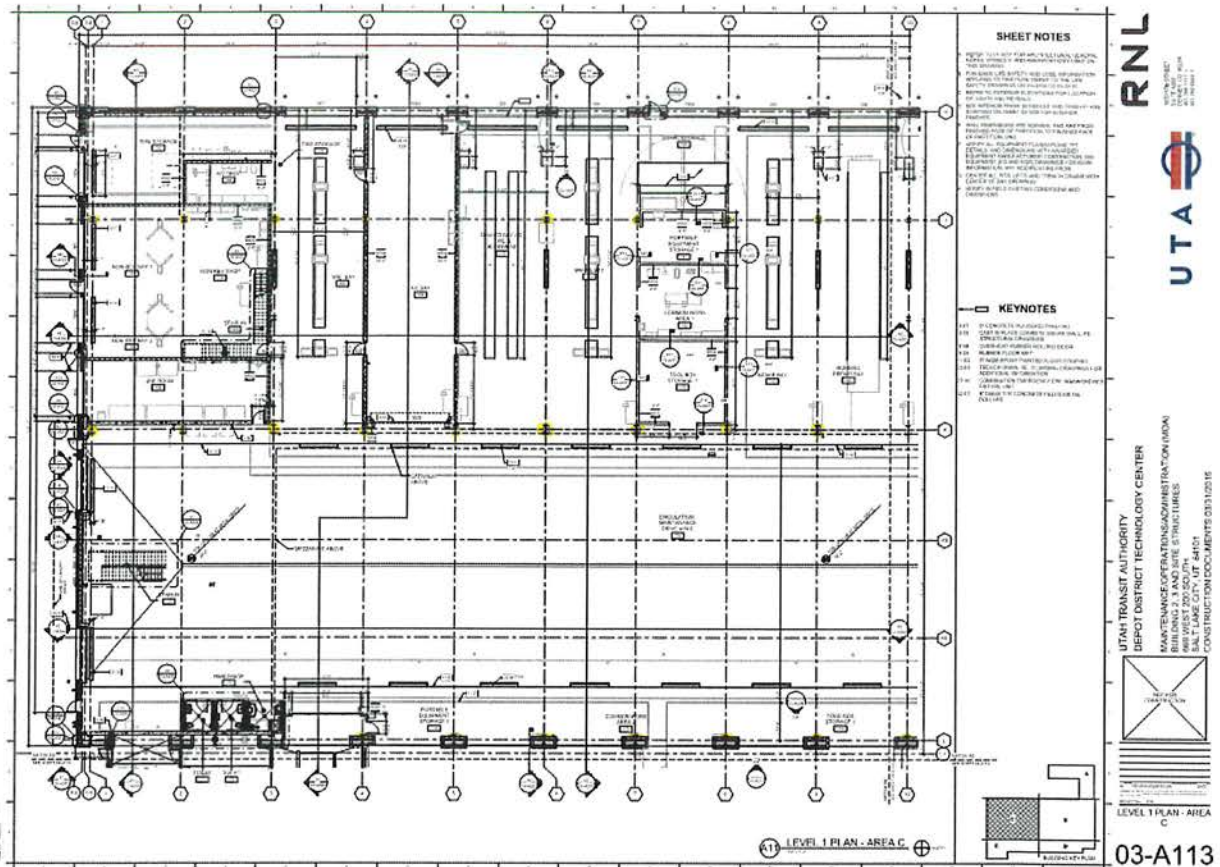
HVAC

14. No removal or salvage of existing rooftop HVAC units has been included in this pricing. The plans do not reflect units being salvaged for future use or relocated.

ELECTRICAL

15. We have included costs to investigate power to each building, shut off and make safe as required.
16. We have not included the demo and relocation of (2) transformers located in Bldg. 3. These transformers provide power to an existing building and this power needs to remain.

Appendix A



**Exhibit B to Phase 2 Construction Services Amendment
Detailed Price and Payment Exhibit**

[Attached on the following pages]



Alt 1

	DESCRIPTION	GMP 1	ESTIMATE 3/7/2019	Variance Over (Under) Budget	SUB / SUPPLIER	Demo Bldg 3
●	2A Demolition	901,136	951,859	(50,723)	Reynolds Brothers	112,107
●	Demolition Contingency	90,000	90,000		UTA	15,000
●	2B Hazardous Materials Abatement	399,155	845,237	(446,082)	Eagle Environmental	58,556
●	Abatement Contingency	40,000	40,000		UTA	10,000
	SUBTOTAL	\$1,430,291	\$1,927,096	(496,805)		\$195,663
1.50%	Contractor Contingency	21,454	144,532	-123,078	Big-D	3,259
	SUBTOTAL	1,451,746	2,071,628	(619,883)		198,921
6.48%	Overhead (GC's, Insurance, Fees, Bonds)	94,073	134,242	(40,168)	Big-D	14,077
	Building Permit	280,000	286,000	(6,000)	SLC	
	Demolition Permit	17,378		17,378	SLC	1,825
	Plan Check Fees	180,773		180,773	SLC	
	Impact Fees	18,841		18,841	SLC	
	Utah State Fee	3,781		3,781	Utah	
	SUBTOTAL	2,029,214	2,491,870	(462,656)		214,823
1.95%	Fee	39,570	48,591	(9,022)	Big-D	4,236
	TOTAL	\$2,068,783	\$2,540,461	-\$471,678		\$217,234

GMP 1 / Phase 2 Total	\$ 2,068,783
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Add Alternate to Demo Building 3	\$217,234
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UTA Depot District Technology Center - Phase 2/GMP 1: Demo & Abatement

24100

2A Demolition



Base Bid

Reynolds Brothers	901,136
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Spec Section	Scope of Work Description	Reynolds Brothers	Total Interior Demolition	Grant Mackay	Notes
	BASE BID		830,000	1,556,573	
	SPEC SECTIONS				
24116	STRUCTURE DEMOLITION	INCL	INCL	INCL	
24119	SELECTIVE DEMOLITION	INCL	INCL	INCL	
	TRADE SPECIFIC SCOPE	837,619	100,819	118,919	
1	OAD Ten Day Notifications	2,820	2,820	2,820	
2	Mobilization	8,500	INCL	INCL	
3	Total mobilizations	1,350	1,350	4,500	
4	Move wood piles into Maintenance	3,114	3,114	3,114	
5	Building Separation	42,910	INCL	INCL	
6	Building D1	291,150	INCL	INCL	
7	Building D2	INCL	INCL	INCL	
8	Building D3	INCL	INCL	INCL	
9	Building D4	INCL	INCL	INCL	
10	Building D5	INCL	INCL	INCL	
11	Building D6	INCL	INCL	INCL	
12	Building D9	7,740	INCL	INCL	
13	Bldg 3 Slabs	74,800	INCL	INCL	
14	Bldg 3 Corwalks	221,500	INCL	INCL	
15	Bldg 3 Bridge Cranes	19,000	INCL	INCL	
16	Bldg 3 interior office and restroom areas	INCL	INCL	INCL	
17	Saw cutting & removal to make openings in West walls	106,250	INCL		
18	Remove asphalt - East, West & South Sides	14,950	INCL	14,950	
19	Remove exterior concrete paving	10,700	10,700	10,700	
20	Excavate and remove turntable footings	5,250	5,250	5,250	
21	Ramp & Canopy at building 1	1,900	1,900	1,900	
22	TCLP Testing (10)	2,500	2,500	2,500	
23	Street Sweeping	7,500	7,500	7,500	Bldg-D 65 hours @ \$115/hr
24	Clean-up (1,040 HRS)	36,400	36,400	36,400	Bldg-D 1,040 hours @ \$35/hr
25	Layout of openings	5,100	5,100	5,100	
26	Electrical make safe of all structures prior to demo	10,365	10,365	10,365	GSL
27	Relocation of fire riser equipment & connections in Building D9	2,020	2,020	2,020	GSL
28	Mechanical Capping	8,500	8,500	8,500	
29	Salvage Timber Building 5	3,300	3,300	3,300	
	GENERAL ITEMS	13,517	10,816	19,456	
30	Addenda Acknowledged	INCL	INCL	INCL	
31	Sales Tax State/City/County: EXEMPT	EXCL	EXCL	EXCL	
32	P&P Bond/Subcontractor Default Insurance	13,517	10,816	19,456	
33	P&P Bond Rate	1.5%	0	0	
34	Big-D Prequalified	RENEWAL IN PROCESS	EXPIRED	YES	
35	Agree to Big-D Subcontract, Terms & Conditions	YES	YES	YES	
36	Agrees to Meet Insurance Requirements	YES	YES	YES	
37	Contractor License Number Valid	YES	YES	YES	
	Totals:	901,136	941,635	1,694,898	
	Variances:	0	40,499	793,762	
		0.0%	4.5%	88.1%	

Alt 1 - Demo Bldg 3

Reynolds Brothers

Spec Section	Scope of Work Description	Reynolds Brothers	Total Interior Demolition	Grant Mackay	Notes
	Demo Bldg 3 entirely	110,425	85,800	85,800	
	P&P Bond/Subcontractor Default Insurance	1,682	1,682	1,682	
	P&P Bond Rate	1.5%	0	0	
	Totals:	112,107	87,482	87,482	
	Variances:	0	24,625	-24,625	
		0.0%	-22.0%	-22.0%	

Total w/(Alternates)

1,013,243

1,029,117

1,782,380

UTA Depot District Technology Center - Phase 2/GMP 1: Demo & Abatement

26200
2B Hazardous Materials Abatement



Base Bid

Eagle Environmental	399,155
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Spec Section	Scope of Work Description	Environmental Abatement	Eagle Environmental	Rozmont	Notes
	BASE BID	277,854	289,477	530,786	
* SPEC SECTIONS					
28100	CONTAMINATED SITE MATERIAL REMOVAL	INCL	INCL	INCL	
28213	REMOVAL OF ASBESTOS CONTAINING MATERIALS	INCL	INCL	INCL	
28233	DISPOSAL OF ASBESTOS CONTAINING WASTE MATERIALS	INCL	INCL	INCL	
* TRADE SPECIFIC SCOPE		63,660	41,401	54,080	
1	Permitting costs				
2	Remove windows	4x10, 198 ea.	5x10, 489 ea.	212,260 LF	
3	Remove windows - high	4x4, 319 ea.	INCL	INCL	
4	Remove Vinyl Tile	INCL	INCL	INCL	
5	Remove asbestos containing floor tile	INCL	25,801	INCL	
6	Black Mastic	INCL	INCL	INCL	
7	TSI pipe elbows and T's	45 EA.	INCL	INCL	
8	TSI Pipe Wrap	INCL	INCL	INCL	
9	Mirror Mastic	INCL	INCL		
10	4' fluorescent lights	INCL	INCL	INCL	
11	Ballasts	INCL	INCL	INCL	
12	Arc lights	INCL	INCL	INCL	
13	Lead based paint on the north side of Building D6	8,400	INCL	INCL	
14	Lead based paint on the north side of Building D3 (Maintenance Bldg.)	INCL	INCL	INCL	
15	Containment on north side of maintenance bldg.	INCL	INCL	INCL	
16	Water hoses and connections for your own work	INCL	INCL		
17	Power cords for your own work	INCL	INCL		
18	Temp lights	1,250	1,250	1,250	
19	Temp power connection	850	850	850	
20	Remobilize	1,200	INCL	INCL	
21	Clean and paint columns along gridlines J, K & L of Maintenance Building - 22' above slab	INCL	INCL	INCL	
22	Water Meter (Hydrant)	2,500	2,500	2,500	
23	Water Usage	1,500	1,500	1,500	
24	Duration	114 days	40 days	12 weeks	
25	Additional supervision for schedule	38,480	INCL	38,480	
26	Clean Up	7,000	7,000	7,000	Big-D 200 hours @ \$35/hr
27	Street Sweeping	2,500	2,500	2,500	Big-D 71 hours @ \$35/hr
* GENERAL ITEMS		68,412	68,277	71,492	
28	Abatement Insurance	51,688	51,688	51,688	
29	Monitoring professional services	11,600	11,600	11,600	R&R Environmental
30	Prevailing Wage / certified Payroll	INCL	INCL		
31	Addenda Acknowledged	INCL	INCL	INCL	
32	Sales Tax State/City/County EXEMPT	INCL	INCL	INCL	
33	Subcontractor Default Insurance / Bond	5,124	4,989	8,204	
34	Big-D Prequalified	NO	NO	NO	
35	Agree to Big-D Subcontract, Terms & Conditions	YES	YES	YES	
36	Agree to Meet Insurance Requirements	YES	YES	YES	
37	Contractor License Number Valid	YES	YES	YES	
Totals:		409,946	399,155	656,358	
Variances:		10,791	0	257,203	
		2.7%	0.0%	64.4%	

Alt 1 - Demo Bldg 3

Eagle Environmental

Spec Section	Scope of Work Description	Environmental Abatement	Eagle Environmental	Rozmont	Notes
	BASE BID				
* SPEC SECTIONS					
26000	North Wall Abatement	91,656	91,656	91,656	
	Credit Back On North	(35,100)	(35,100)	(35,100)	
	Big-D Prequalified	NO	NO	NO	
	Agree to Big-D Subcontract, Terms & Conditions	YES	YES	YES	
	Agree to Meet Insurance Requirements	YES	YES	YES	
	Contractor License Number Valid	YES	YES	YES	
Totals:		58,556	58,556	58,556	
Variances:					
		0.0%	0.0%	0.0%	

**Exhibit C to Phase 2 Construction Services Amendment
Design and Construction General Conditions**

**ARTICLE 1
General**

1.1 **Cooperation.** UTA and Contractor commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, so as to permit each party to realize the benefits afforded under the Contract Documents.

1.2 **Professional Standards.** Contractor shall perform the Work in a good and workmanlike manner, and shall use reasonable skill, care, and diligence. If the Work includes professional services, Contractor shall perform those services in a professional manner, using at least that standard of care, skill and judgment that can reasonably be expected from similarly situated professionals.

1.3 **Definitions.** Terms that are defined in the Agreement have the same definition in all the Contract Documents, including in these General Conditions. Unless expressly modified by the Agreement, the following definitions shall also apply to all Contract Documents:

“Agreement” means the document signed by Contractor and UTA to which these General Conditions are attached as an exhibit or into which these General Conditions are incorporated by reference.

“Application for Payment” shall mean an invoice for a progress or final payment made in accordance with the requirements of Article 4.

“Basis of Design Documents” means those preliminary drawings, concept design drawings, technical requirements, performance requirements, project criteria, or other documents that are (i) included in the Contract Documents, and (ii) serve as the basis or starting point for design services to be performed by Contractor, if any.

“Claim” has the meaning indicated in Section 8.1 of these General Conditions.

“Construction Documents” means the final drawings and specifications that set forth in detail the requirements for construction of the Project.

“Contract Documents” means those documents designated as Contract Documents in the Agreement.

“Contract Times” means the guaranteed dates for Substantial Completion, Final Completion (if applicable), and any other deadlines for completion of the Work, or a part thereof, all as set forth in the Agreement.

“Contractor” means the entity that has entered into a contract with UTA to perform construction and other services as detailed in the Contract Documents. The Contractor may be a CM/GC, general contractor, Construction Manager/General Contractor, or other type of entity.

“Day” means a calendar day unless otherwise specifically noted in the Contract Documents.

“Differing Site Condition” has the meaning indicated in Section 3.2 of these General Conditions.

“Final Completion” has the meaning indicated in Section 4.7 of these General Conditions.

“Force Majeure Event” means a delay caused by any national or general strikes, fires, riots, acts of God, acts of the public enemy, floods, acts of terrorism, unavoidable transportation accidents or embargoes, or other events: (i) which are not reasonably foreseeable as of the date the Agreement was executed; (ii) which are attributable to a cause beyond the control and without the fault or negligence of the party incurring such delay; and (iii) the effects of which cannot be avoided or mitigated by the party claiming such Force Majeure Event through the use of commercially reasonable efforts. The term Force Majeure Event does not include a delay caused by seasonal weather conditions, inadequate construction forces, general economic conditions, changes in the costs of goods, or Contractor’s failure to place orders for equipment, materials, construction equipment or other items sufficiently in advance to ensure that the Work is completed in accordance with the Contract Documents.

“General Conditions” means this document.

“Legal Requirements” means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work including, without limitation, those related to safety and environmental protection. The terms Legal Requirements shall also include any requirements or conditions included in a permit required for, or issued in conjunction with, the Project.

“Potential Change Notice” has the meaning indicated in Section 7.3 of these General Conditions.

“Project” means the construction project described in the Agreement.

“Punchlist” means shall mean a schedule of Work items (developed in accordance with the procedures described in Article 4) which remain to be completed prior to Final Completion, but which do not adversely affect the performance, operability, capacity, efficiency, reliability, cost effectiveness, safety or use of the Project after Substantial Completion.

“Schedule of Values” means the detailed statement furnished by Contractor and approved by UTA in accordance with Section 4.1, which statement outlines the various components of the Contract Price and allocates values for all such components in a manner that can be used for preparing and reviewing invoices.

“Site” means the land or premises on which the Project is located, as more particularly defined and described in the Contract Documents.

“Subcontractor” means any person or entity (including subcontractors at any tier, design engineers, laborers and materials suppliers) retained by Contractor or any other Subcontractor to perform a portion of Contractor’s obligations under the Contract Documents.

“Substantial Completion” or “Substantially Complete” has the meaning indicated in Section 4.6 of these General Conditions.

“Work” means all obligations, duties, requirements, and responsibilities for the successful completion of the Project by Contractor, including furnishing of all services and/or equipment (including obtaining all applicable licenses and permits to be acquired by Contractor) in accordance with the Contract Documents.

ARTICLE 2 **Contractor’s Services**

1.1 General Services.

1.1.1 Contractor’s Project Manager shall be reasonably available to UTA and shall have the necessary expertise and experience required to supervise the Work. Contractor’s Project Manager shall communicate regularly with UTA and shall be vested with the authority to act on behalf of Contractor.

1.1.2 Contractor shall provide UTA with a monthly status report detailing the progress of the Work, including: (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether unusual health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Contractor’s ability to complete the Work for the Contract Price and within the Contract Time(s).

1.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Contractor shall prepare and submit, within seven (7) Days of the execution of the Agreement, a schedule for the execution of the Work for UTA’s review and response. The schedule must indicate the dates for the start and completion of the various stages of Work, including the required dates when UTA obligations must be completed to enable Contractor to achieve the Contract Time(s). Such UTA obligation dates may include (where contemplated in the Contract Documents): (i) Site availability requirements; and/or (ii) dates when UTA information or approvals are required. The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. UTA’s review of, and response to, the schedule shall not be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

1.2 **Design Services.** If the Work includes any design services, provisions 2.2.1 through 2.2.8 apply.

1.2.1 Contractor shall provide the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Contractor to complete the Work consistent with the Contract Documents. Contractor shall ensure that design services are performed by qualified, licensed design professionals employed by Contractor, or by qualified, independent licensed design consultants procured by Contractor.

1.2.2 Contractor and UTA shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that UTA may wish to review, which interim design submissions may include design criteria, drawings, diagrams, and specifications setting forth the Project requirements. Interim design submissions must be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.2.2. On or about the time of the scheduled submissions, Contractor and UTA shall meet and confer about the submissions, with Contractor identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents shall be processed in accordance with Article 7. Minutes of the meetings, including a full listing of all changes, will be maintained by Contractor and provided to all attendees for review. Following the design review meeting, UTA will be entitled to at least ten (10) Days to review and approve the interim design submissions and meeting minutes.

1.2.3 To the extent not prohibited by the Contract Documents or Legal Requirements, and with the approval of UTA, Contractor may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

1.2.4 Contractor shall submit proposed Construction Documents to UTA, which must be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and UTA shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.2.2 above. Contractor shall submit one set of approved Construction Documents to UTA prior to commencement of construction.

1.2.5 UTA's review and approval of interim design submissions, meeting minutes, and Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither UTA's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to: (i) relieve Contractor from its obligations to comply with the Contract Documents; (ii) relieve Contractor from its obligations with respect to the accuracy of the design submittals; or (iii) transfer any design liability from Contractor to UTA.

1.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built

drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.

1.2.7 All drawings, specifications, interim design submissions, Construction Documents, and other documents furnished by Contractor to UTA pursuant to the Contract Documents (those documents, the "Work Product") are deemed to be instruments of service and Contractor shall retain the ownership and intellectual property rights therein.

1.2.8 Once UTA has made a corresponding payment for the Work required for Contractor to prepare any Work Product, Contractor will be deemed to have granted to UTA a license to use that Work Product in connection with the construction, occupancy, and maintenance of the Project, or any other UTA project or facility.

1.3 Government Approvals, Permits, and Legal Requirements.

1.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Contractor shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project or Site. Contractor shall provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility.

1.3.2 Contractor shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

1.3.3 Contractor shall file a notice of commencement, a notice of completion, and other notices required by Utah Code Title 38 (Liens). Contractor shall file such notices in the manner and within the time periods required by law.

1.3.4 The Contract Price and/or Contract Time(s) will be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements provided that such changes: (i) materially increase Contractor's cost of, or time required for, the performance of the Work; and (ii) are enacted after the effective date of the Agreement.

1.4 Construction Services.

1.4.1 Contractor shall proceed with construction in accordance with the approved Construction Documents.

1.4.2 Except to the extent that the Contract Documents expressly identify UTA obligations related to the Work, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities (whether or not expressly stated or depicted in the Contract Documents or Construction Drawings) to permit Contractor to complete construction of the Project consistent with the Contract Documents.

1.4.3 Contractor is responsible for securing the Site until UTA issues a Certificate of Substantial Completion.

1.4.4 Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences, techniques and procedures of construction.

1.4.5 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to the following: (i) all Contractor, Subcontractor, UTA employees, the public and other persons who may be affected thereby; (ii) all Work and all equipment and materials to be incorporated into the Work; and (iii) other property at the Site or adjacent thereto. Contractor shall comply with the minimum standards imposed by UTA's Construction Safety and Security Program Manual, as updated from time to time (UTA's Construction Safety and Security Program Manual is incorporated into the Contract Documents by reference). However, Contractor shall be responsible for all additional as necessary to comply protect persons and property and comply with applicable Legal Requirements related to safety.

1.4.6 Contractor shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. UTA may require Contractor to remove from the Project a Subcontractor or anyone employed directly or indirectly by any Subcontractor, if UTA reasonably concludes that the Subcontractor is creating safety risks at the Site or quality risks to the Project.

1.4.7 Contractor is responsible for the proper performance of the Work by Subcontractors and for any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between UTA and any Subcontractor, including but not limited to any third-party beneficiary rights.

1.4.8 Contractor shall coordinate the activities of all of its Subcontractors. If UTA performs other work on the Project or at the Site with separate contractors under UTA's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

1.4.9 Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit UTA to occupy the Project or a portion of the Project for its intended use.

2.5 Quality Control, Quality Assurance, Inspection, Rejection and Correction of Work.

2.5.1 Contractor shall develop a Project-specific construction quality control plan as contemplated in UTA's Quality Management Plan and Construction Quality Plan. The Contractor's plan shall satisfy the minimum requirement imposed by UTA's Construction Quality Plan and shall be sufficient to ensure that Work is performed in compliance with the Contract Documents. If the Work includes any design services, Contractor shall also develop and thereafter comply with a design quality plan that meets the minimum requirements set forth in UTA Design Quality Plan. UTA Quality Management Plan, Construction Quality Plan and Design Quality Plan are incorporated into the Contract Documents by reference. The Contractor's plans shall be subject to UTA's review and approval.

2.5.2 Contractor shall comply with the approved quality control plan(s). Responsibilities shall include inspection and testing and related activities including administration, management, supervision, reports, record keeping and use of independent testing agencies and laboratories. Contractor shall provide evidence of compliance with the Contract Documents.

2.5.3 UTA will have the right to audit and spot check the Contractor's quality control procedures and documentation. This will include the Company's right to inspect and test all Work at reasonable times. Contractor shall cooperate with any inspection and testing performed by UTA. All contractor-furnished materials and supplies shall be subject to inspection at the point of manufacture.

2.5.2 Any inspection and testing performed by UTA shall be for the sole and exclusive benefit of UTA. Neither inspection and testing of Work, nor the lack of same nor acceptance of the Work by UTA, nor payment therefore shall relieve Contractor from any of its obligations under the Contract Documents.

2.5.3 At any time prior to Substantial Completion, UTA may reject Work which fails to conform to the Contract Documents. Contractor shall, at its sole expense, promptly re-perform or correct any Work so as to conform to the requirements of the Contract. Contractor shall not be entitled to an adjustment to the Contract Price and/or Contract Times with respect to any corrective action necessary to rectify non-conforming Work.

2.5.4 The Contractor will, within seven (7) Days of receipt of written notice from UTA that the Work does not comply with the contract documents provided above, take meaningful steps to commence corrective action, including the correction, removal, replacement or re-performance of the nonconforming Work. If Contractor fails to commence the necessary corrective action within seven (7) Day period, UTA may issue written notice that in an additional (7) days UTA may (in addition to any other remedies provided under the Contract Documents) provide Contractor with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the nonconforming work, at Contractor's expense.

2.6 **Contractor's Warranty.**

2.6.1 Contractor warrants to UTA that all Work, including all materials and equipment furnished as part of the Work, shall be: (i) of good quality conforming to generally recognized industry standards; (ii) in conformance with the Contract Documents; (iii) free of defects in

materials and workmanship; and (iv) consistent with applicable Legal Requirements. Without limiting the generality of the foregoing, Contractor also specifically warrants that any design, engineering or other professional services provided by Contractor shall satisfy applicable professional standards of care and that all materials and that any equipment furnished as part of the construction shall be new (unless otherwise specified in the Contract Documents). This provision is not intended to limit any manufacturer's warranty that provides UTA with greater warranty rights than set forth in this Section 2.6. Contractor shall provide UTA with all manufacturers' warranties upon Substantial Completion. Similarly, nothing in this Article is intended to limit any other express warranties set forth in the Contract Documents or to limit any other warranties implied by law, custom or usage of trade.

2.6.2 If Contractor becomes aware of any defect in the Work, or non-conformance with the Contract Documents, Contractor shall give prompt written notice of that defect or non-conformance to UTA.

2.6.3 Except as otherwise stated in the Agreement, Contractor shall correct any Work that does not comply with the warranties provided above for a period of two years following the date of Substantial Completion.

2.6.4 Contractor shall, within seven (7) Days of receipt of written notice from UTA that the Work does not comply with the warranties provided above, take meaningful steps to commence corrective action, including the correction, removal, replacement or re-performance of the nonconforming Work and the repair of any damage to other property caused the warranty failure. If Contractor fails to commence the necessary corrective action within such seven (7) Day period (or thereafter fails to continuously and diligently pursue such corrective action to completion), UTA may (in addition to any other remedies provided under the Contract Documents) provide Contractor with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the warranty failure at Contractor's expense. If UTA performs (or causes to be performed) such corrective action, UTA may collect from Contractor all amounts so incurred. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) Day period identified above shall be deemed inapplicable.

2.6.5 The two-year period referenced in Section 2.6.3 above only applies to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies UTA may have regarding Contractor's other obligations under the Contract Documents.

ARTICLE 3 **Site Conditions**

3.1 Hazardous Materials.

3.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Contractor's Work, Contractor is not responsible for any Hazardous Materials encountered at the Site. "Hazardous Materials" means any substance that: (i) is deemed a hazardous waste or substance under any environmental law; or (ii) might endanger the health of people exposed to it.

3.1.2 If Contractor discovers at the Site any substance the Contractor reasonably believes to be a Hazardous Material, Contractor shall immediately stop Work in the area of the discovery and immediately report the discovery to UTA Project Manager. UTA shall determine how to deal with the Hazardous Material, and Contractor shall resume Work in the area when directed to do so by UTA Project Manager.

3.1.3 Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.

3.1.4 The risk allocation and change provisions of Sections 3.1.1 through 3.1.3 do not apply to any Hazardous Materials introduced to the Site by Contractor, its Subcontractors, or anyone for whose acts Contractor is responsible. Those provisions also exclude Hazardous Materials that were properly stored and/or contained at the Site but thereafter released as a result of the Contractor's negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Contractor as described above in this Section 3.1.4, then: (i) to the fullest extent permitted by law, Contractor shall defend and indemnify UTA from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from such Hazardous Materials; and (ii) Contractor shall not be entitled to an extension of Contract Price and/or Contract Time(s).

3.2 Differing Site Conditions.

3.2.1 If Contractor encounters a Differing Site Condition, Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the Differing Site Condition. "Differing Site Condition" means concealed or latent physical conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; and (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

3.2.2 Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to UTA of such condition, which notice shall not be later than five (5) Days after such condition has been encountered. Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

ARTICLE 4 **Payment**

4.1 Schedule of Values.

4.1.1 Unless required by UTA upon execution of this Agreement, within ten (10) Days of execution of the Agreement, Contractor shall submit for UTA's review and approval a Schedule of Values for all of the Work. The Schedule of Values will: (i) subdivide the Work into its

respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Contractor throughout the Work.

4.1.2 UTA will timely review and approve the Schedule of Values so as not to delay the submission of the Contractor's first application for payment. UTA and Contractor shall timely resolve any differences so as not to delay the Contractor's submission of its first application for payment.

4.2 Application for Payment.

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

4.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that: (i) UTA is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, UTA will receive the equipment and materials free and clear of all liens and encumbrances.

4.2.3 The Application for Payment will constitute Contractor's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all materials and equipment will pass to UTA free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the materials and equipment into the Project, or upon Contractor's receipt of payment, whichever occurs earlier.

4.3 Sales Tax Exemption

4.3.1 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.

4.4 UTA's Payment Obligations.

4.4.1 UTA shall pay Contractor all amounts properly requested and documented within thirty (30) Days of receipt of an Application for Payment.

4.4.2 Notwithstanding Section 4.4.1, UTA may withhold up to 5% of each payment as retention in accordance with Utah Code Ann. § 13-8-5.

4.4.3 Notwithstanding Section 4.4.1, UTA may offset from such Application for Payment amounts any owed to UTA by Contractor pursuant to the Contract Documents.

4.4.4 If UTA determines that Contractor is not entitled to all or part of an Application for Payment as a result of Contractor's failure to meet its obligations under the Contract Documents, UTA will notify Contractor of the specific amounts UTA has withheld (or intends to withhold), the reasons and contractual basis for the withholding, and the specific actions Contractor must take to qualify for payment under the Contract Documents. If the Contractor disputes UTA's bases for withholding, Contractor may pursue its rights under the Contract Documents, including those under Article 8.

4.5 Contractor's Payment Obligations.

4.5.1 Contractor shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Contractor has received from UTA on account of their work. Contractor shall indemnify and defend UTA against any claims for payment and mechanic's liens as set forth in Section 5.2 hereof.

4.5.2 If the Contract Documents include Federal Clauses, the terms of those Federal Clauses pertaining to payment of Subcontractors supersede any conflicting terms of this Article 4.

4.6 Substantial Completion.

4.6.1 Contractor shall notify UTA when it believes the entire Work is Substantially Complete. As used in the Contract Documents, "Substantially Complete" or "Substantial Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents (excluding Punchlist items) to point such that UTA may safely start-up, occupy or otherwise fully use the Project for its intended purposes in compliance with applicable Legal Requirements. The terms "Substantially Complete" or "Substantial Completion" also require the completion of any items of Work specifically set forth as conditions precedent to Substantial Completion in the Agreement. Within five (5) Days of UTA's receipt of Contractor's notice, UTA and Contractor will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, UTA shall prepare and issue a Certificate of Substantial Completion that will set forth: (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining Punchlist items that have to be completed before Final Completion and final payment; and (iii) provisions (to the extent not already provided in the Contract Documents) establishing UTA's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Completion and final payment.

4.6.2 Promptly after issuing the Certificate of Substantial Completion, UTA shall release to Contractor all retained amounts, less an amount equal to two times the reasonable value of all remaining Punchlist items noted in the Certificate of Substantial Completion.

4.6.3 Upon Contractor's request or upon UTA's own initiative, UTA may, in its sole discretion, deem a discrete segment of the Project to be Substantially Complete. The provisions of Sections 4.6.1 and 4.6.2 will apply to that discrete segment of the Project. In addition, before UTA may take possession of a discrete segment of the Project, UTA and Contractor shall obtain

the consent of their sureties, insurers, and any government authorities having jurisdiction over the Project.

4.6.4 Following Substantial Completion, UTA may restrict Contractor's access to the Site. UTA shall allow Contractor reasonable access to the Site in order for the Contractor to achieve Final Completion.

4.7 Final Payment.

4.7.1 When Contractor has achieved Final Completion of the Work, Contractor shall submit a Final Application for Payment. As used in the Contract Documents, "Final Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents including completion of Punchlist items, demobilization from the Site and the transmittal of all deliverables required by the Contract Documents. The Final Application for Payment shall include (at a minimum) the items set forth below.

4.7.1.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect UTA's interests;

4.7.1.2 A general release executed by Contractor waiving, upon receipt of final payment, all claims, except those claims previously made in writing to UTA and remaining unsettled at the time of final payment;

4.7.1.3 All as-built drawings, redlined drawings, operating manuals, warranty assignments and other deliverables required by the Contract Documents; and

4.7.1.4 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

4.7.2 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punchlist if discovered earlier, will be deemed warranty Work. Contractor shall correct such deficiencies pursuant to Section 2.6, and UTA may withhold from the final payment the reasonable value of completion of the deficient work until that work is completed.

ARTICLE 5 **Indemnification and Loss**

5.1 **Patent and Copyright Infringement.** If the Work includes any design services, provisions 5.1.1 through 5.1.3 apply.

5.1.1 Contractor shall defend any action or proceeding brought against UTA based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. UTA

shall give prompt written notice to Contractor of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Contractor shall indemnify UTA from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against UTA or Contractor in any such action or proceeding. Contractor shall keep UTA informed of all developments in the defense of such actions.

5.1.2 If UTA is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Contractor shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Contractor cannot so procure such right within a reasonable time, Contractor shall promptly, at Contractor's expense, either: (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

5.1.3 Sections 5.1.1 and 5.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process or product of a particular manufacturer specified by UTA and not offered or recommended by Contractor to UTA; or (ii) arising from modifications to the Work by UTA or its agents after acceptance of the Work

5.2 Payment Claim Indemnification. Provided that UTA is not in breach of its contractual obligation to make payments to Contractor for the Work, Contractor shall indemnify, defend and hold harmless UTA from any claims or mechanic's liens brought against UTA or against the Project as a result of the failure of Contractor, its Subcontractors, or others for whose acts Contractor is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) Days of receiving written notice from UTA that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien. If Contractor fails to do so, UTA will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

5.3 Contractor's General Indemnification.

5.3.1 Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend UTA, its officers, trustees, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction resulting from or arising out of the negligent acts or omissions of Contractor, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

5.3.2 If an employee of Contractor, a Subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against UTA, its officers, directors, employees, or agents, Contractor's indemnity obligation set forth in Section 5.3.1 above will not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Contractor, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

5.3.3 UTA agrees to indemnify the contractor for damages or injury proximately caused by UTA or its employees or agents and must be subject to availability of funding.

5.4 **Risk of Loss.** Contractor bears all risk of loss to the Project, including materials and equipment not yet incorporated into the Project, until final payment is made by UTA.

ARTICLE 6

Time

6.1 **Obligation to Achieve the Contract Times.** Contractor shall commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents. The Contract Documents specify critical completion milestones with which Contractor must comply. All time and schedule requirements included within the Contract Documents are of the essence. By executing the Agreement, Contractor confirms that the completion milestones in the Contract Documents are reasonable for the performance of the Work. Unless otherwise excused by the terms of the Contract Documents, Contractor's failure to timely perform the Work in accordance with the completion milestones shall result in the assessment of liquidated damages (if, and to the extent, set forth in the Agreement) and (where no liquidated damages are provided under the Agreement or where the maximum liquidated damages available under the Agreement have been incurred) an event of default.

6.2 **Excusable Delays.** The Contract Time(s) for performance shall be equitably adjusted by Change Order to the extent that Contractor is actually and demonstrably delayed in the performance of the Work because of: (i) Differing Site Conditions (as provided in Section 3.2); (ii) Hazardous Materials (as provided in Section 3.1); (iii) Force Majeure Events (as defined in Section 1.3); (iv) changes in the Work directed by UTA (as provided in Section 7.2); (v) constructive changes (as provided in Section 7.3); (vi) changes in Legal Requirements (as provided in Section 2.3.3); (vii) a suspension without cause (as provided in Section 9.1); or (viii) UTA's unexcused delay in performing any UTA obligation specified in the Contract Documents in accordance with the completion milestones indicated in the approved schedule.

6.3 **Excusable and Compensable Delays.** In addition to Contractor's right to a time extension for those events set forth in Section 6.2 above, Contractor will also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for delays caused by Force Majeure Events.

ARTICLE 7
Changes

7.1 Change Orders.

7.1.1 Contractor shall not undertake any activity that materially changes the Work, or materially deviates from the requirements of the Contract Documents, except as authorized in this Article 7. Any costs incurred by Contractor without authorization as provided in this Article 7 will be considered non-compensable.

7.1.2 A Change Order is a written instrument, signed by UTA and Contractor, issued after execution of the Agreement, stating their agreement on a change in: (i) the scope of the Work; (ii) the Contract Price; and/or (iii) the Contract Time(s).

7.1.3 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. UTA and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

7.2 UTA-Directed Changes. UTA may direct changes in the Work. Upon receipt of such direction, Contractor shall prepare an estimate of the cost and schedule impact of the change (if any). Upon agreement between UTA and Contractor on the scope of the change to the Work, and the adjustment, if any, to the Contract Price and/or Contract Times, UTA and Contractor shall execute a written Change Order.

7.3 Constructive Changes.

7.3.1 To the extent that Contractor: (i) receives a written or verbal direction or proceeding from UTA that Contractor believes to constitute a material change to the nature, character or schedule of the Work; and/or (ii) becomes aware of any circumstance or condition that expressly provides Contractor a right to a Change Order under the terms of the Contract Documents, then (in either case) Contractor shall deliver to UTA's Project Manager written notice (hereinafter a "Potential Change Notice") within ten (10) Days after Contractor becomes aware of (or should have reasonably become aware) the facts and circumstances which Contractor believes to give rise to a Change Order.

7.3.2 Contractor's failure to deliver a Potential Change Notice in a timely manner shall constitute a waiver of all of Contractor's rights to a Change Order.

7.3.3 In conjunction with the Potential Change Notice (or as soon as reasonably possible thereafter), Contractor shall submit to UTA all supporting information and documentation necessary for UTA to evaluate the contractual basis for the Potential Change Notice and to also evaluate the relief claimed by Contractor. Contractor shall promptly respond to all UTA inquiries about the Potential Change Notice and the supporting information and documentation.

7.3.4 To the extent UTA concludes that the Potential Change Notice demonstrates Contractor's entitlement to a Contract adjustment, and provided that the parties are able to

negotiate mutually agreeable adjustments to the Contract Documents, then UTA and Contractor shall execute a written Change Order.

7.4 Direction or Authorization to Proceed.

7.4.1 Prior to final agreement with respect to a Change Order, UTA may issue a Direction or Authorization to Proceed (“DAP”). A DAP is a written order unilaterally prepared and signed by UTA directing the Contractor to proceed with specified Work while Change Order negotiations or Claim resolution discussions continue. UTA may issue a DAP at any time, and Contractor shall undertake the Work as set forth in the DAP, and in accordance with the Contract Documents.

7.4.2 After issuance of a DAP, UTA and Contractor shall continue to negotiate in good faith to resolve outstanding issues expeditiously.

7.5 Requests for Information. UTA shall have the right, from time to time, to issue clarifications to the Work of a non-material nature at any time. Contractor shall have the corresponding right to seek clarification with respect to ambiguous or conflicting provisions of the Contract Documents. Such clarifications or conflicts shall be confirmed, implemented and documented through a Request for Information (“RFI”) process to be developed for the Project. The RFI process may also be used to document minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents.

7.6 Contract Price Adjustments.

7.6.1 The increase or decrease in Contract Price resulting from a change in the Work will be determined by one or more of the following methods:

7.6.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

7.6.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by UTA;

7.6.1.3 Costs, fees and any other markup rates set forth in the Agreement;
or

7.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 7.6.1.1 through 7.6.1.3 above and UTA issues a DAP, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit rate, as may be set forth in the Agreement.

7.6.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to UTA or

Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

7.6.3 Negotiations over changes in the Contract Price will be conducted using an open-book cost-estimating process. UTA defines "open-book" to include all elements of Contractor's costs, including labor hours and rates, units and estimated quantities, unit prices, equipment estimates, material costs, and subcontractor costs. Contractor shall openly share its detailed cost estimate, material and subcontractor quotations and any other information used to compile its cost estimate.

7.7 Disputes Regarding Change Orders. If the parties are not able to agree as to whether a Change Order is warranted under the Contract Documents, or cannot agree upon the extent of relief to be granted under a Change Order after good faith negotiations, either party may refer the dispute to the Claim resolution provisions of Article 8. Pending resolution of such Claim, Contractor shall proceed with the Work as directed by UTA under a reservation of rights. UTA shall continue to pay any undisputed payments related to such Claim.

7.8 Emergencies. In any emergency affecting the safety of persons and/or property, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 7.

ARTICLE 8 **Claims and Claim Resolution**

8.1 Claims.

8.1.1 "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.

8.1.2 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.

8.2 Claim Resolution.

8.2.1 The parties shall attempt in good faith to resolve promptly through negotiation any Claim arising out of or relating to the Contract Documents. If a Claim should arise, UTA's Project Manager and Contractor's Project Manager will meet at least once to attempt to resolve the Claim. For such purpose, either may request the other to meet within seven (7) Days of the date the Claim is made, at a mutually agreed upon time and place.

8.2.2 If UTA's Project Manager and Contractor's Project Manager are not able to resolve the Claim within fourteen (14) Days after their first meeting (or such longer period of time as may

be mutually agreed upon), either party may request that UTA's Senior Representative and the Contractor's management representative ("Contractor's Management Representative") meet at least once to attempt to resolve the Claim.

8.2.3 If the Claim has not been resolved within sixty (60) Days of the date the Claim is made, either party may refer the Claim to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under the Contract Documents shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (the "Mediator"). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the Claim. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

8.2.4 If the Claim is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within one hundred and twenty (120) days of the date the Claim is made, either party may commence litigation to resolve the Claim. The exclusive forum for any such litigation is the Third District Court in and for Salt Lake County, Utah.

ARTICLE 9 **Suspension and Termination**

9.1 UTA's Right to Stop Work.

9.1.1 UTA may, without cause and for its convenience, order Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and twenty (120) consecutive Days or aggregate more than two hundred and forty (240) Days during the duration of the Project. In the event a suspension continues longer than the above-referenced periods, Contractor shall have the right to terminate the Agreement. Any such termination shall be considered to be a termination for convenience by UTA.

9.1.2 If a suspension is directed by UTA without cause, Contractor shall be entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by UTA.

9.1.3 In addition to its rights under Section 9.3, UTA shall have the right to order a suspension for cause if the Work at any time ceases to comply with the workmanship, safety, quality or other requirements of the Contract Documents or any Legal Requirements. Contractor shall not be entitled to seek an adjustment the Contract Price and/or Contract Time(s) with regard to any such suspension.

9.2 UTA's Right to Terminate for Convenience. Upon written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate this Agreement. In such event, UTA shall pay Contractor for the following:

9.2.1 All Work satisfactorily completed or commenced and in process as of the effective date of termination;

9.2.2 The reasonable and demonstrable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors; and

9.2.3 The fair and reasonable sums for overhead and profit on the sum of items 9.2.1.1 and 9.2.1.2 above. UTA shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

9.3 UTA's Right to Terminate for Cause; Other Remedies for Default.

9.3.1 Subject to the cure provision of Section 9.3.2 below and other limitations set forth in these General Conditions, Contractor shall be in default of its obligations under the Contract Documents if Contractor: (i) fails to provide a sufficient number of skilled workers; (ii) fails to supply the materials required by the Contract Documents; (iii) fails to comply with applicable Legal Requirements; (iv) fails to timely pay its Subcontractors without proper cause; (v) makes a materially false or misleading representation or certification in conjunction with the Contract Documents; (vi) fails to prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; (vii) fails to satisfy any guaranteed interim or completion milestone set forth in the Contract Documents; or (viii) fails to perform any other material obligations under the Contract Documents. In any such event, UTA (in addition to any other rights and remedies provided in the Contract Documents or by law) shall have the rights set forth in Sections 9.3.2 through 9.3.5 below.

9.3.2 Upon the occurrence of an event of default set forth in Section 9.3.1 above, UTA may provide written notice to Contractor that it intends to terminate the Agreement (in whole or in part) or pursue other available remedies unless the grounds for default are cured within ten (10) Days of Contractor's receipt of such notice. If Contractor fails to cure the grounds for default within such period, then UTA may declare the Agreement, or portions of the Agreement, terminated for default by providing written notice to Contractor of such declaration; provided, however, that to the extent that an item included is the notice of default and demand for cure is capable of cure, but not within the ten-Day cure period, then the Agreement shall not be terminated so long as Contractor commences actions to reasonably cure such breach within the 10-Day cure period and thereafter continuously and diligently proceeds with such curative actions until completion (such additional period not to exceed 45 Days). UTA may terminate the Agreement without opportunity to cure if the breach involves the Contractor's material failure to comply with any Legal Requirements pertaining to safety or environmental compliance.

9.3.3 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to self-perform (through its own forces or through other contractors) the corrective action necessary to cure Contractor's event of default and deduct all costs so incurred from any amount then or thereafter due to Contractor.

9.3.4 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to seek performance by any guarantor of Contractor's obligations hereunder or draw upon any surety or security provided for in the Contract Documents.

9.3.5 Upon declaring the Agreement terminated pursuant to Section 9.3.2 above, UTA may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to UTA for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by UTA in completing the Work, such excess shall be paid by UTA to Contractor. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall pay the difference to UTA. Such costs and expenses include not only the cost of completing the Work, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by UTA in connection with the reprocurement and defense of claims arising from Contractor's default.

9.3.6 All rights and remedies set forth in the Contract Documents are cumulative, and unless otherwise specifically provided in the Contract Documents are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise. Upon the occurrence of any such default, following the applicable process described in this Article, UTA shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that UTA may have against Contractor under the Contract Documents or at law or in equity.

9.3.7 If UTA improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 9.2 above.

1.4 Bankruptcy of Contractor.

9.4.1 If Contractor institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Contractor's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

1.4.1.1 Contractor, its trustee or other successor, shall furnish, upon request of UTA, adequate assurance of the ability of the Contractor to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) Days after receiving notice of the request; and

1.4.1.2 Contractor shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) Days of the institution of the bankruptcy filing and shall diligently prosecute such action. If Contractor fails to comply with its foregoing obligations, UTA shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to UTA under this Article 9.

9.4.2 The rights and remedies under Section 9.4.1 above shall not be deemed to limit the ability of UTA to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

ARTICLE 10 **Value Engineering**

10.1 Value Engineering Change Proposals.

10.1.1 A Value Engineering Change Proposal (“VECP”) is a proposal developed, prepared, and submitted to UTA by the Contractor, which reduces the cost of the Work without impairing essential functions or characteristics of the Project, as determined by UTA in its sole discretion. UTA encourages Contractor to submit VECPs whenever it identifies potential savings or improvements. UTA may also request the Contractor to develop and submit a specific VECP.

10.1.2 In determining whether a VECP will impair essential functions or characteristics of the Project, UTA may consider: (i) relative service life; (ii) maintenance effort and frequency; (iii) environmental and aesthetic impacts; (iv) system service; (v) effect of other system components; and (vi) other issues as UTA deems relevant. A VECP must not be based solely on a change in quantities.

10.1.3 Contractor must include the following information in any VECP:

10.1.3.1 A narrative description of the proposed change,

10.1.3.2 A discussion of differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item;

10.1.3.3 A complete cost analysis, including the cost estimate of any additional rights-of-way or easements required for implementation of the VECP;

10.1.3.4 Justification for changes in function or characteristics of each item and effect of the change on the performance on the end item;

10.1.3.5 A description of any previous use or testing of the proposed approach and the conditions and results. If the VECP was previously submitted on another UTA project, the Contractor shall indicate the date, contract number, and the action taken by UTA;

10.1.3.6 Costs of development and implementation; and

10.1.3.7 Any additional information requested by UTA, which must be provided in a timely manner.

10.2 Review and Approval of VECPs

10.2.1 Upon receipt of a VECP, UTA shall process it expeditiously, but will not be liable for any delay in acting upon any VECP. Contractor may withdraw all or part of any VECP at any time prior to approval by UTA, but shall, in any case, be liable for costs incurred by UTA in reviewing the withdrawn VECP, or part thereof. In all other situations, each party will bear its own costs in connection with preparation and review of VECPs.

10.2.2 UTA may approve in whole or in part any VECP submitted. The decision of UTA regarding rejection or approval of any VECP will be at the sole discretion of UTA and will be final and not subject to appeal. Contractor will have no claim for any additional costs or delays resulting from the rejection of a VECP, including development costs, loss of anticipated profits, or increased material or labor costs

10.3 **Cost Savings.** UTA will be the sole beneficiary of any cost savings realized from a VECP submitted during the design scope of the Agreement. Any savings resulting from an approved VECP submitted after the design has been released for construction will accrue to the benefit of UTA and Contractor on a 50/50 cost sharing basis.

10.4 **Ownership of VECPs.** All approved or disapproved VECPs will become the property of UTA and must contain no restrictions imposed by Contractor on their use or disclosure. UTA retains the right to use, duplicate, and disclose, in whole or in part, any data necessary for the utilization of the VECP on any other projects without any obligation to Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

ARTICLE 11 Health Insurance

11.1 Insurance Coverage for Employees.

11.1.1 If the Contract Price is \$2,000,000 or more, Contractor shall, prior to the effective date of the Agreement, 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 the Contract.

11.2.1 If the Contractor enters into any subcontracts under the Contract Documents in an amount of \$1,000,000 or more, then Contractor shall also demonstrate to UTA that such subcontractor(s) have and will maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employee's dependents during the duration of the subcontract

ARTICLE 12 Miscellaneous

12.1 Confidential Information. “Confidential Information” means information that is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies in writing as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. To the extent permitted by law (including specifically UCA Title 63G Chapter 2), the receiving party shall maintain the confidentiality of the Confidential Information and shall use the Confidential Information solely in connection with the Project. The parties agree that the Agreement itself (including all incorporated Contract Documents) does not constitute Confidential Information.

12.2 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 or the proceeds under the Contract Documents without specific written authorization by UTA.

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

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

12.5 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.

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

12.7 No Waiver. The failure of either Contractor or UTA to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

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

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

Exhibit D to Construction Services Amendment Utah Transit Authority Project Minimum Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for 6 years thereafter as respects the Completed Operations coverage in Commercial General Liability and/or as set forth below as respects Claims Made Policies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, or employees. Contractor will undertake that similar provisions are included in any subcontractor contract in connection with the Work as set forth below in the paragraph titled "Subcontractors".

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Commercial general liability ("CGL") insurance for all operations in a form providing coverage not less than that of standard commercial general liability insurance under ISO form CG 00 01. The CGL insurance shall be on an occurrence form and cover all operations of the contractor and its subcontractors, including independent contractors. The CGL insurance shall, at a minimum, provide coverage for bodily injury, products and completed operations coverage, contractual liability and personal injury liability with limits not less than:
 - a. \$10 million per occurrence for bodily injury and property damage.
 - b. \$10 million per occurrence for products/completed operation coverage.
 - c. \$2 million per occurrence for personal and advertising injury and contractual liability.The CGL insurance shall not have any coverages that delete or deny coverage including, but not limited to, ISO Form 2294.
2. **Automobile Liability:** Automobile liability insurance covering bodily injury and property liability exposures relating to all owned, hired or non-owned autos used in conjunction with the contract work. Such insurance shall have a combined single limit of not less than \$5 Million.
3. **Workers' Compensation:** Worker's compensation insurance as required by the State of Utah, with statutory limits, and employers' liability insurance with a limit of no less than \$500,000 each accident, \$500,000 disease-policy limit and \$500,000 disease-each employee.
4. **Builder's Risk:** Builder's risk (course of construction) insurance, covering the risk of loss for any damage or loss to the building or structure by any means or occurrence until the final completion of the contract work. Coverage shall utilize an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage shall include mechanical breakdown (cold testing), property in transit, property at temporary storage locations, earthquake damage and flood damage insuring the interests of UTA, SLCD and their respective subcontractors of any tier providing equipment, materials or services for the project.
5. **Professional Liability:** Professional liability insurance with limits no less than \$5 million per occurrence or claim, and \$1,000,000.
6. **Pollution Legal Liability:** Contractor's pollution legal liability and/or asbestos legal liability and/or errors and omissions (if project involves environmental hazards) with limits no less than \$2,000,000 per occurrence or claim, and \$4,000,000 policy aggregate.

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions under any of Contractor's insurance required herein will inure solely to the financial responsibility of Contractor. UTA will not be obligated to pay for, reimburse, or in any other means supply funds to meet Contractors deductible or self-insured retention obligations.

Other Insurance Provisions

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

1. Excepting the worker's compensation and professional liability policies, UTA and their respective officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the contractor. Such General liability additional insured coverage can be provided in the form of an endorsement to the contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms).
2. For any claims covered under insurance required herein and contained within Contractors obligations under this agreement, related to this project, the contractor's insurance coverage shall be primary insurance as respects UTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by UTA, its officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with 30-days prior notice to UTA.
4. As respects insurance required in 1. Commercial General Liability and 2. Automobile Liability above, Contractor may use any combination of primary coverage and Excess and/or Umbrella Liability to comply with the limits of liability required herein.
5. The minimum insurance requirements for Contractor and subcontractors shall not in any way be construed as a maximum limitation on Contractor's liability or indemnity obligations under the contract.
- 6.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name UTA as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of UTA, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired,

broken, or destroyed during the performance of the Work, including during transit, installation, and testing at UTA's site.

Claims Made Policies

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

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

Acceptability of Insurers

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

Waiver of Subrogation

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

Verification of Coverage

Contractor shall furnish UTA with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by UTA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them.

Subcontractors

Contractor shall require subcontractors to maintain insurance policies that are appropriate for their respective subcontracted scope, but which shall in all events meet the following minimum requirements: (i) commercial general liability with limits no less than \$2 million per occurrence; (ii) auto liability insurance with a combined single limit of no less than \$1 million; (iii) workers' compensation meeting statutory requirements; (iv) employers' liability of no less than \$500,000; (v) professional liability (if applicable to the scope to be performed by the subcontractor) of no less than \$2 million. Contractor shall ensure that Utah Transit Authority is an additional insured on insurance policies required from subcontractors. For commercial general liability coverage, subcontractors shall provide

coverage with an additional insured form at least as broad as CG 20 38 04 13. Contractor may adopt a Contractor Controlled Insurance Program to meet this requirement. Contractor shall remain liable for all claims, lawsuits, losses and expenses that exceed such limits and for all uninsured claims and losses.

Special Risks or Circumstances

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

**Exhibit E to Construction Services Amendment
Davis-Bacon Wage Rates**

[Latest To Be Inserted At Contract Execution]

General Decision Number: UT190085 01/25/2019 UT85

Superseded General Decision Number: UT20180106

State: Utah

Construction Type: Building

County: Salt Lake County in Utah.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January

1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/18/2019
2	01/25/2019

<u>CARP0801-002 07/01/2018</u>	<u>Rates</u>	<u>Fringes</u>
CARPENTER (Drywall Hanging and Metal Stud Installation Only).....	\$ 26.00	12.32

* ELEC0354-001 01/01/2019	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 25.01	1.5%+11.25
ELECTRICIAN.....	\$ 32.74	1.3%+12.26

ELEV0038-003 01/01/2019	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 44.10	33.705+a+b

FOOTNOTE:

a: Vacation Pay: 8% with 5 or more years based on regular hourly rate for all hours worked, 6% under 5 years based on regular hourly rate for all hours worked. b: Paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

PAIN0077-003 01/01/2013 DRYWALL FINISHER/TAPER.....	Rates \$ 19.50	Fringes 6.28
PAIN0077-004 08/01/2013 PAINTER (Brush, Roller, and Spray, excluding Drywall/Finisher and Taper)	Rates \$ 18.25	Fringes 6.65
PLUM0140-001 08/01/2017 PLUMBER/PIPEFITTER.....	Rates \$ 33.35	Fringes 13.93
SFUT0669-003 04/01/2017 SPRINKLER FITTER (Fire Sprinklers).....	Rates \$ 33.14	Fringes 15.84
SHEE0312-002 07/01/2017 SHEET METAL WORKER (Including HVAC Duct Installation).....	Rates \$ 33.36	Fringes 11.36
SUUT2012-017 07/29/2014	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 21.25	2.15
CARPENTER (Form Work Only).....	\$ 16.93	1.93
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 20.66	7.47
CEMENT MASON/CONCRETE FINISHER...	\$ 15.00	0.00
IRONWORKER, STRUCTURAL.....	\$ 20.21	3.22
LABORER: Common or General.....	\$ 13.84	0.00
LABORER: Mason Tender - Brick...	\$ 16.38	1.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 14.94	0.00
LABORER: Pipelayer.....	\$ 13.57	0.00
LABORER: Landscape and Irrigation.....	\$ 9.50	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.48	0.00
OPERATOR: Loader.....	\$ 19.34	0.00
PLASTERER.....	\$ 18.36	0.00
ROOFER.....	\$ 13.22	0.00
TILE FINISHER.....	\$ 13.54	0.00
TILE SETTER.....	\$ 23.50	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.50	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: AVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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

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

RECITALS

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

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

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

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

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

AGREEMENT

Therefore, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Audit Rights. Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit A (or any other provision of the Agreement). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of this Agreement and/or Contractor's compliance with this Agreement. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of

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

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

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

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

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

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

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

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

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

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

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

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


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

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


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

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


UTAH TRANSIT AUTHORITY

By: 
Name: W. Steve Meyer
Title: INTERIM EXECUTIVE DIRECTOR

Date: 8/24/18


By: 
Name: Mary DeLoretto
Title: Director of Capital Projects

Date: 8/23/18

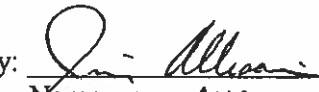
By: 
Name: E. Gregory Thorpe
Title: Project Manager

Date: 8/23/18

Approved as to Legal Form:

By: 
Utah Transit Authority
Legal Counsel

BIG-D CONSTRUCTION

By: 
Name: JIM ALLISON
Title: VICE PRESIDENT

Date: Aug 21, 2018

Contractor's Federal ID Number:
87-0361918



PRICING FORMS

FORM A

PHASE 1 - PRE-CONSTRUCTION SERVICES CONTRACT PRICE PROPOSAL

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

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

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

BIG D CONSTRUCTION

LABOR RATES

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

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

Proposer shall include their proposed Fee and Percentage Markups for the Construction and Change Order work. See Part 1, Section 1.7 for description of Lump Sum Price components. The Fee and Percentage Markups will be evaluated based on the following subfactors, in descending order of priority as listed in Part 2 of the RFP.

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

End Addendum 2

BIG-D CONSTRUCTION

OVERALL PERCENTAGE BREAKDOWN

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

Items to be included with Subcontractor:

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

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

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Commercial general liability ("CGL") insurance for all operations in a form providing coverage not less than that of standard commercial general liability insurance. The CGL insurance shall be on an occurrence form and cover all operations of the contractor and its subcontractors, including independent contractors. The CGL insurance shall, at a minimum, provide coverage for bodily injury, products and completed operations coverage, contractual liability and personal injury liability with limits not less than:
 - a. \$10 million per occurrence for bodily injury and property damage, with a maximum deductible or self-insured retention of \$250,000.
 - b. \$10 million per occurrence for products/completed operation coverage.
 - c. \$2 million per occurrence for personal and advertising injury and contractual liability.The CGL insurance shall not have any coverages that delete or deny coverage including, but not limited to, ISO Form 2294. The contractor shall obtain approval of the CGL policy from UTA prior to executing the contract.
2. **Automobile Liability:** Automobile liability insurance covering bodily injury and property liability exposures relating to all owned, hired or non-owned autos used in conjunction with the contract work. Such insurance shall have a combined single limit of not less than \$5 Million.
3. **Workers' Compensation:** Worker's compensation insurance as required by the State of Utah, with statutory limits, and employers' liability insurance with a limit of no less than \$500,000 each accident, \$500,000 disease-policy limit and \$500,000 disease-each employee.

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

Claims Made Policies

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

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

Acceptability of Insurers

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

Waiver of Subrogation

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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



ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: BIG-D CORPORATION

Address (Including ZIP Code):

404 WEST 400 SOUTH

SALT LAKE CITY, UT 84101

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

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

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

However, the insurance afforded to such additional insured:

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

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

This insurance does not apply to:

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

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

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

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

The additional insured must see to it that:

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

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

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

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

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

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

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

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

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

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

All other terms and conditions of this policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

<p>Name Of Person Or Organization: ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

POLICY NUMBER: BAP9829036-07

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: BIG-D CORPORATION

Endorsement Effective Date: 02/01/2018

SCHEDULE

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

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

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

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

POLICY NUMBER: BAP9829036-07

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: BIG-D CORPORATION

Endorsement Effective Date: 02/01/2018

SCHEDULE

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

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

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

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

UTAH WAIVER OF SUBROGATION ENDORSEMENT

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

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

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

Schedule

1. Waiver Type

Specific Waiver/Specific Job In Favor of:

Job Description:

OR

Blanket Waiver

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

2. Premium

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

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

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

Policy No. 2293327

Endorsement No. NA

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

Countersigned by _____

WAIVER OF SUBROGATION ENDORSEMENT

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

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

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

Schedule

1. Waiver Type

Specific Waiver/Specific Job in Favor of:

Job Description:

OR

Blanket Waiver

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

2. Premium

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

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

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

Policy No. 2301693

Endorsement No.

Insurance Company: **Advantage Workers.
Compensation Ins. Co**

Countersigned
By: _____

Federal Clauses

FEDERAL CLAUSES

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority 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 the Authority, the Contractor or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Contractor agrees to include the above clause in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Contractor, to the extent the federal government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor or Supplier who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

THE CONTRACTOR AGREES TO PROVIDE THE AUTHORITY, THE FTA ADMINISTRATOR, THE COMPTROLLER GENERAL OF THE UNITED STATES OR ANY OF THEIR AUTHORIZED REPRESENTATIVES ACCESS TO ANY BOOKS, DOCUMENTS, PAPERS AND RECORDS OF THE CONTRACTOR WHICH ARE DIRECTLY PERTINENT TO THIS CONTRACT FOR THE PURPOSES OF MAKING AUDITS, EXAMINATIONS, EXCERPTS AND TRANSCRIPTIONS. THE CONTRACTOR ALSO AGREES, PURSUANT TO 49 CFR 633.17 TO PROVIDE THE FTA ADMINISTRATOR OR HIS AUTHORIZED REPRESENTATIVES INCLUDING ANY PROJECT MANAGEMENT OVERSIGHT AUDITOR ACCESS TO THE CONTRACTOR'S RECORDS AND CONSTRUCTION SITES PERTAINING TO A MAJOR CAPITAL PROJECT (DEFINED AT 49 USC §5302(A)(1)), WHICH IS RECEIVING FEDERAL FINANCIAL ASSISTANCE THROUGH THE PROGRAMS DESCRIBED AT 49 USC §§5307, 5309 OR 5311. THE CONTRACTOR FURTHER AGREES TO INCLUDE IN ALL OF ITS SUBCONTRACTS AND PURCHASE ORDERS UNDER THE CONTRACT A PROVISION TO THE EFFECT THAT THE SUBCONTRACTOR OR SUPPLIER AGREES THAT THE AUTHORITY, THE UNITED STATES DEPARTMENT OF TRANSPORTATION AND THE COMPTROLLER GENERAL OF THE UNITED STATES, THE PROJECT MANAGEMENT OVERSIGHT AUDITOR, OR ANY OF THEIR DULY AUTHORIZED REPRESENTATIVES SHALL, UNTIL THE EXPIRATION OF THREE (3) YEARS AFTER FINAL PAYMENT UNDER THE SUBCONTRACT, HAVE ACCESS TO AND THE RIGHT TO EXAMINE ANY DIRECTLY PERTINENT BOOKS, DOCUMENTS, PAPERS, AND OTHER RECORDS OF THE SUBCONTRACTOR OR SUPPLIER.

FEDERAL CHANGES

The 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 the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Contractor's failure to so comply shall constitute a material breach of the Contract.

CIVIL RIGHTS REQUIREMENTS

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

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

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 6%. A separate contract goal of 6% DBE participation has been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this

contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Utah Transit Authority deems appropriate. **Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).**

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **concurrent with and accompanying an initial proposal**:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above as a matter of responsiveness (see 49 CFR 26.53(3)).

d. **Prompt Payment and Return of Retainage.** The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Utah Transit Authority. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

TERMINATION

(For contracts over \$10,000.00)

a. **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 effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the (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.

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 insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (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.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of \$25,000 or more.)*

BUY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 USC §5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 USC §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 60 percent domestic content. The Contractor agrees to include these requirements in each subcontract or purchase order financed in whole or in part with federal assistance provided by the Authority.

BREACHES AND DISPUTE RESOLUTION

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 The Authority. 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 authorized Authority Representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized Authority Representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by The Authority, 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 reasonable time after the first observance of such injury or damage.

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

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 laws. No action or failure to act by The Authority or Authority's authorized representative 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.

LOBBYING

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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 any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. 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 the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

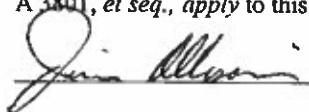
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, BIG-D CONST. CORP., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

JIM ALLISON, VICE PRESIDENT Name and Title of Contractor's Authorized Official

Aug. 22, 2018 Date

CLEAN AIR REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, *et seq.* The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, *et seq.* The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Contractor also agrees to include these requirements in each subcontract or purchase order exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

CARGO PREFERENCE

The Contractor agrees to: (a) use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (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 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 or Supplier's bill-of-lading.); and (c) include these requirements in all subcontracts and purchase orders issued pursuant to the Contract Documents when the subcontract may involve the transport of equipment, material or commodities by ocean vessel. *(A certification is to be submitted with each bid or offer exceeding \$500,000 if shipping is applicable.)*

FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that contractors are required to use United States -Flag air carriers for federally 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 49 USC §40118 and CFR Part 301-10.

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

(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 quarterly) 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 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 subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(3) 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 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, 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 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 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 contractor, 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 assets 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 therefore only when the following criteria have been met:

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

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

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

(B) If the 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 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, 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 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 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** - The Authority 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 contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, 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 subcontractor 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, the Authority may, after written notice to the contractor, 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 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 the Authority 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 WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

shall certify the following: 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;

(1) 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 subcontractor 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 subcontractor 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 subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, 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 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 contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance

with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the 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.

(6) Subcontracts - The contractor or subcontractor 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 subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor 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 subcontractor 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 firm who has an interest in the contractor's firm is a person or firm 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 firm 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).

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor 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 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

BONDING REQUIREMENTS

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance and Payment bonds

1. The penal amount of performance and payment bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance and payment bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby

guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

SEISMIC SAFETY REQUIREMENTS

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 subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

RECYCLED PRODUCTS

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

ADA ACCESS

ADA Access for Individuals with Disabilities – The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for

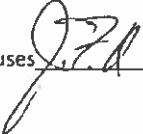
the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

SEAT BELT USE

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

DISTRACTED DRIVING, INCLUDING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messages while using an employer supplied electronic device and driving a vehicle you own or rent, a company owned, rented or leased vehicle, a privately owned vehicle when performing any company work on behalf of the project or any vehicle on or off duty. This provision is to be included in any third party contracts, third party subcontracts or subagreements at each tier financed with federal funds.

Accept Terms of Clauses  Date 8/22/18 Company Name BIG CONST. CORP. Federal I.D. No. 87-0361918



CONTRACT ROUTING FORM

Department * Supply Chain

Existing Contract? Yes

Existing Contract Number * 19-03053

Contract Section

Procurement

Board Review Date * 08/21/2019

Document Type * Contract

Requisition # Original
7071

Please upload the contract or requisition here 19-03053TP Revised OnBoard Survey Contract RSG Rev.pdf 420.77KB

Contract Title * 2019 OnBoard Survey

Contractor Name * Resource Systems Group Inc

Description / Purpose * This contract is for the 2019 On-Board Survey. The selected vendor is Resource Systems Group Inc. The annual cost is \$499,853. This is a one time purchase. The survey will be completed by April 2020. An RFP was conducted and only one bid was received. Other respondents stated that the work didn't fit in with their capabilities, budget, or time frame.

UTA is required per Title VI regulations to conduct a passenger survey no less than every five years. The primary purpose of these surveys is to allow UTA to develop a demographic profile comparing minority riders and non-minority riders, and trips taken by minority riders and non-minority riders. Demographic information shall also be collected on fare usage by fare type among minority users and low-income users, in order to assist with fare equity.

In addition to the demographic information collected, including information on the race, color, national origin, English proficiency, language spoken at home, household income and travel behavior of UTA's riders, UTA also collects origin and destination data at the same time in order to support updates to the regional travel demand models.

Contract Administrator * Pickett, Teresa

Project Manager * LaBonty, George J

Base Contract Effective Dates * Beginning
8/21/2019

* Ending
4/15/2020

Contract Type * SERVICES

Procurement Method * RFP

Number of Responding Firms 1

\$ Value of Next Lowest Bidder 0

Base Contract Term (Months) * 7

Contract Options (Months) * 0

Option to Renew? * Yes
 No

Extension Start Date

End Date

Financial Section

Procurement

Existing Contract Value	Amendment Amount	New/total Contract Value *
\$ 0.00	\$ 0.00	\$ 499,853.00
Qty	Unit Price \$	Annual/One-Time Value
		\$ 499,853.00

Attachment

Is the amount an estimate?* Yes No

Is the amount a one-time purchase or annual recurring purchase?* One-time Recurring

Account Code* 7450.5033
9.90

Capital Project Code

Budgeted?* Yes
 No

Funding Source* Local

Budget amount* \$ 500,000.00

Will this contract require support from another department?* Yes No

Is the other department(s) aware of this contract and the required support?* Yes No N/A

Has the Qualified Health Insurance Certificate been verified?* Yes No N/A

Approval Section

1)Legal/Compliance Review* Bell, Mike

2)Accounting Approval Needed?* Yes No 2)Accounting Review* Bingham, Troy

3)Risk Approval Needed?* Yes No

4)IT Approval Needed?* Yes No

5)Add Additional Approval?* Yes No

6)Manager/Program Manager* Warren, Marcia C

7)Dir, Sr. Mgr, or RGM* LaBonty, George J

8)Chief* Bourdeaux, Nichol

9)Executive Director* Meyer, William Steven

Board Approval Required Board Approval Date

Print this page

PROFESSIONAL SERVICES AGREEMENT
2019 On-Board Survey

This Professional Services Agreement is entered into and made effective as of the 21st day of August, 2019 (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and RSG, a Vermont Corporation (“Consultant”).

RECITALS

- A. UTA desires to hire professional services to conduct passenger surveys as required by Title VI regulations (49 CFR part 21).
- B. On May 29, 2019, UTA issued Request for Proposal Package Number 19-03053TP (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.
- C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

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

ARTICLE 1.0
Definitions

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

- 1.1 The term “Change Order” shall mean a written modification to this Contract (the form of which shall be prescribed by UTA) pursuant to which the parties shall mutually agree upon and effect any additions, deletions, or variations in the Work (as such Work is initially defined by this Contract). The scope of modifications may include, without limitation, changes in the: (i) consideration paid to Consultant, (ii) deliverables required to be furnished by Consultant; (iii) method, manner or scope of the Work; or (iv) required performance completion milestones or other Contract schedule requirements.
- 1.2 The term “Claims” shall have the meaning set forth in Section 16.1 of this Contract.
- 1.3 The term “Consultant’s Project Manager” shall mean Florian Fessel, or his/her successor as appointed or designated in writing by Consultant.
- 1.4 The term “Consultant’s Proposal” shall mean RSG’s proposal dated June 20, 2019.
- 1.5 The term “Contract” shall mean this Professional Services Agreement (inclusive of

amendments and Change Orders hereto), together with all attached exhibits, all documents incorporated by reference pursuant to Article 26 hereof, and all drawings, reports, studies, industry standards, legal requirements and other items referenced in the foregoing documents.

- 1.6 The term “Indemnitees” shall mean the UTA parties set forth in Section 16.1 of this Contract.
- 1.7 The term “Scope of Services” shall mean the services described in or reasonably implied by this Contract including, but not limited to, Exhibit “A” (and all Contract requirements associated with such services).
- 1.8 The term “UTA’s Project Manager” shall mean G.J. LaBonty, or his/her successor as appointed or designated in writing by UTA.
- 1.9 The term “Work” shall mean any activities undertaken or required to be undertaken by Consultant in conjunction with the Scope of Services or Contract.

ARTICLE 2.0

Description of Services

- 2.1 Consultant shall perform all Work as set forth in the Scope of Services. Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- 2.2 Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- 2.3 All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- 2.4 Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- 2.5 When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

ARTICLE 3.0

Day-to-Day Management of the Work

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

ARTICLE 4.0

Progress of the Work

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

ARTICLE 5.0
Period of Performance

- 5.1 This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than April 15, 2020. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

ARTICLE 6.0
Consideration

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with 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.

- 6.2 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.
- 6.3 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 Consultant 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 Consultant 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) Consultant 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 Consultant to exceed the Not to Exceed Amount.
- 6.4 UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

ARTICLE 7.0
Contract Changes

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

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

- 7.2 A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA’s expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant’s sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- 7.3 Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of “constructive” changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any law or other requirement set forth in this Contract; or (ii) other conditions exist which materially modify the magnitude, character or complexity of the Work from what should have been

reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for “constructive” changes in Work, Consultant must give UTA’s Project Manager or designee written notice stating:

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

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

- 7.4 As soon as practicable, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work compensable under Section 7.1 or 7.3. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

ARTICLE 8.0

Invoicing Procedures and Records

- 8.1 Consultant shall submit invoices to UTA’s Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Consultant shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant’s entitlement to the requested payment must be submitted with each invoice. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

ARTICLE 9.0

Ownership of Materials

- 9.1 All data including, but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, developed by Consultant as a part of its Work under this Contract (collectively and generically referred to in this Article as “Work Product”) are the property of UTA. All Work Product must be delivered to UTA no later than the completion of the Work and prior to final payment by UTA. In the event this Contract is terminated prior to completion of the Work, then Consultant shall transmit all Work Product completed or in-process as of the date of termination.
- 9.2 UTA shall not be construed to be the owner of any intellectual property contained in the

Work Product that was owned or created by Consultant outside of the scope of this Contract. However, with respect to such intellectual property of Consultant, Consultant hereby grants UTA a non-exclusive perpetual license to use such intellectual property to the full extent reasonably necessary for UTA's use and enjoyment of the Work Product furnished under this Contract.

ARTICLE 10.0

Subcontracts

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

ARTICLE 11.0

Key Personnel

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

ARTICLE 12.0

Suspension of Work

- 12.1 UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- 12.2 If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- 12.3 If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- 12.4 If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

ARTICLE 13.0

Termination for Convenience; Termination for Cause and Default Remedies

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

Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all Work affected (unless the notice directs otherwise); (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process; and (iii) if Consultant has any property in its possession belonging to UTA, account for the same, and dispose of it in the manner UTA directs. Consultant shall remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination. UTA shall calculate termination damages payable under this Contract, shall offset such damages against Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive.

- 13.3 If UTA terminates this Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Work completed by Consultant prior to termination.

ARTICLE 14.0

Information, Records, and Reports; Audit Rights

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

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

ARTICLE 15.0
Findings Confidential

- 15.1 Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.
- 15.2 It is hereby agreed that the following information is not considered to be confidential:
- A. Information already in the public domain;
 - B. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
 - C. Information developed by or in the custody of Consultant before entering into this Contract;
 - D. Information developed by Consultant through its work with other clients; and
 - E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

ARTICLE 16.0
General Indemnification and Insurance

- 16.1 Consultant shall protect, release, defend, indemnify and hold harmless UTA and its trustees, officers, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses (hereinafter collectively "Claims"), brought or made against or incurred by any of the Indemnitees resulting from or arising out of the negligent acts or omissions (actual or alleged) of Consultant, its subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable in conjunction with this Contract or any Work performed hereunder. If an employee of Consultant, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against UTA or another Indemnitee, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts.
- 16.2 For the duration of this Contract, Consultant shall maintain at its own expense, and

provide proof of said insurance to UTA, the following types of insurance:

A. Occurrence type Commercial General Liability Insurance ISO CG001, with an edition date of 11-88 or later, covering the indemnity and other liability provisions of this Contract, with no exclusions of explosion, collapse or underground hazards. The limits shall be \$1,000,000 per occurrence with an annual aggregate of \$2,000,000. 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 completed operations."

B. Professional Liability insurance with the following limits and coverages:

Minimum Limits:

\$1,000,000 each claim

\$2,000,000 annual aggregate

Coverages:

1. Insured's interest in joint ventures
2. Punitive damages coverage (where not prohibited by law)
3. Limited contractual liability
4. Retroactive date prior to date
5. Extended reporting period of 36 months

Coverage which meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until 3 years past completion of the Work unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case Consultant will notify UTA. If UTA agrees that such coverage is not reasonably available in the commercial market, Consultant may elect not to provide such coverage.

C. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage. 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."

D. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$500,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.

16.3 On insurance policies where UTA is named as an additional insured, UTA shall be an

additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after Consultant's assessment of the exposure for this contract; for its own protection and the protection of UTA. Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

- 16.4 Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.
- 16.5 Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by UTA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- 16.6 UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

ARTICLE 17.0 Other Indemnities

- 17.1 Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.
- 17.2 Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by 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 Consultant or its subcontractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or

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

ARTICLE 18.0
Independent Contractor

- 18.1 Consultant 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. Consultant is responsible to provide and pay the cost of all its employees' benefits.

ARTICLE 19.0
Prohibited Interest

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

ARTICLE 20.0
Dispute Resolution

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

- 20.2 The time schedule for escalation of disputes, including disputed requests for Change Order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Chief Service Development Officer/Senior Director	Five calendar days
UTA's Executive Director/CEO	Five calendar days

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

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

ARTICLE 21
Successors and Assignees

- 21.1 Consultant shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA, and any attempted transfer in

violation of this restriction shall be void.

ARTICLE 22.0

Nonwaiver

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

ARTICLE 23.0

Notices or Demands

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

If to UTA:

Utah Transit Authority
ATTN: Teressa Pickett
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority
ATTN: Legal Counsel
669 West 200 South
Salt Lake City, UT 84101

If to Consultant:

RSG
Attn: Margaret Campbell
307 W 200 S, Suite 2004
Salt Lake City, UT 84101

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

ARTICLE 24.0

Contract Administrator

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

ARTICLE 25.0 General Provisions

- 25.1 Neither this Contract nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Contract to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Contract, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Contract, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.
- 25.2 This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Consultant consents to the jurisdiction of such courts.
- 25.3 The headings of the articles, clauses, and sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 25.4 The parties enter in to this Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.
- 25.5 Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.
- 25.6 This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.
- 25.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.
- 25.8 This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of this Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.
- 25.9 Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 9, 13, 14, 15, 16, 17, 19, 20 and 25.

ARTICLE 26.0
Incorporated Documents

- 26.1 UTA's RFP 19-03053TP including all federal clauses and other attachments, and Consultant's Proposal, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A and B.

ARTICLE 27.0
Insurance Coverage Requirements for Consultant Employees

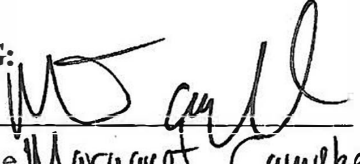
- 27.1 The following requirements apply to the extent that: (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Consultant has a subcontract at any tier that involves a sub-consultant that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
- A. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.
 - B. Consultant 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.

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

UTAH TRANSIT AUTHORITY:

By _____
Name _____
Title _____

By _____
Name _____
Title _____

RSG: _____
By 
Name Margaret Campbell
Title Director

By _____
Name _____
Title _____

Approved as to form and content

Michael Bell
Assistant Attorney General
UTA Counsel

1.0 PROJECT APPROACH

Project Understanding

The Utah Transit Authority (UTA) has expanded its services substantially over the past ten years, and with the expansion of services it is important to understand how travel patterns have changed. Understanding travel patterns with an origin-destination (OD) survey helps agencies to determine how to better tailor service to meet the needs of its riders and provides a foundation to forecast future travel behavior for new or expanded services.

Many of UTA's new and expanded services were completed by the time of the last survey in 2015; since then those expanded services have become more established and UTA has opened a new bus rapid transit (BRT) route. Additionally, many other changes have occurred that influence travel behavior. For example, transportation network companies (TNCs) such as Uber and Lyft have become ubiquitous and changed the way that travelers use transit—both supporting it with first/last mile connections and directly competing with it. Therefore, it is important for UTA to conduct OD surveys to understand how these changes ultimately affect services system-wide.

In addition to understanding travel behavior, UTA needs to obtain demographic profiles for its riders for Title VI reporting requirements. RSG is well versed in the questions that are required for Title VI and will ensure UTA has included the appropriate questions in its survey.

RSG and ETC Institute have teamed again for the 2019 OD study. Our team conducted the 2013 and 2015 OD studies together and RSG conducted the 2011 OD study. Having conducted the prior studies, we are well positioned to provide UTA with a consistent and efficient study. Additionally, both of our firms are market leaders in conducting OD studies, having conducted dozens of ODs over the past five years, and we will bring this experience to UTA's study.

Approach

Task 1: Project Administration

The RSG team will efficiently deliver study results by leveraging our experience on the 2011, 2013, and 2015 UTA ODs. At the outset of the project, RSG will create a project schedule that includes milestones and key deliverables. We will also work with UTA to identify a Project Management Team, who will be kept up-to-date on project status and be included in key project decisions.

We will hold a kickoff meeting with project stakeholders to review objectives and goals for the study. After the kickoff, the RSG team recommends holding biweekly calls, particularly during

the planning stages of the study, in order to keep all key stakeholders informed of progress and discuss project needs and challenges.

Finally, after the kickoff meeting, RSG will create a project work plan that outlines the project objectives, key tasks to accomplish, and any data needs required from UTA to successfully complete the project.

TASK 1 DELIVERABLE

- Project schedule and work plan, including identifying Project Management Team committee members

Task 2: Review Existing Data Sources and Surveys

The 2013 and 2015 UTA On-Board Studies were conducted by RSG to obtain system-wide O-D information and we envision the OD questionnaire being very similar to past years. That said, the sampling plan, survey distribution method, control data acquisition, survey instrument, data cleaning, geocoding, and expansion procedures will each be revisited to identify what aspects of the past survey effort can be replicated for the 2019 survey and which need to be updated. Because these materials and methodologies were designed and implemented by the RSG team, this review will be accelerated and will help guarantee a comprehensive understanding of the previous effort.

The 2019 study will be a mix of methods used in 2013 and 2015. In 2013, the survey effort included a paper-based OD survey and an on/off survey. Meanwhile, in 2015, the OD survey used tablets rather than a paper-based survey instrument, but an on/off survey was not conducted due to budget constraints. The 2019 survey will include both an on/off and tablet-based surveying, which is described in more detail below.

A summary report of the findings associated with the 2015 survey methodology will be provided for reference in the development of the 2019 methodology and instrument. RSG will also consult with the FTA, and RSG modelers using these data, for current best practices to understand where improvements can be made to the questionnaire, sampling, or other methodologies within the study timeline and budget.

TASK 2 DELIVERABLE

- Summary report of findings from 2015 O-D Survey process

Task 3: Develop Sampling Plan and Survey Approach

The RSG team will create a sampling plan and survey approach that supports the study objectives and can be completed within UTA's budget and timeline. FTA best practices include conducting both an on/off survey and a full OD survey. It is typically recommended that about

20% of average weekday boardings are sampled for the on-to-off survey and about 10% of boardings for the OD survey.

The budget allocated to the current study will not support sampling at the full best practice levels, which is not uncommon for agencies. The RSG team is proposing conducting fewer on/off surveys and OD surveys, but believes our sampling approach will still meet study objectives. The RSG team recommends the following sampling plan and survey approach:

- Conduct an on-to-off survey for TRAX, S-Line, and local bus routes with over 3,000 riders (Routes: 200, 217, 470)
 - For this effort we will sample 20% of average weekday riders
- Conduct an OD survey for the entire system at the following sampling levels
 - 10% of average weekday riders on TRAX and S-Line
 - 10% of average weekday riders on FrontRunner
 - 7% of average weekday riders on bus and BRT

Table 1 shows the average weekday ridership and survey sampling targets by service. We recommend that once the sampling plan and survey approach are developed, that UTA and the RSG team discuss the approach with the FTA. This step is critical in helping the FTA feel comfortable with the data being collected and subsequent models that are based on these data.

TABLE 1. RIDERSHIP AND SURVEY GOALS BY SERVICE

Service	Ridership	OD Sampling Rate	OD Surveys	On-to-Off Surveys
Bus	61,598	7%	4,310	1,980
35M	2,263	7%	160	n/a
830X	2,982	7%	210	n/a
FrontRunner	18,448	10%	1,840	n/a
TRAX - Blue	18,784	10%	1,880	3,760
TRAX - Green	15,384	10%	1,540	3,080
TRAX - Red	22,033	10%	2,200	4,410
Total	141,493		12,140	13,230

The surveys will be conducted on UTA’s full system of fixed-route buses and trains between October 2019 and February 2020. We recommend surveying on Mondays through Thursdays and will focus on trips occurring between 6:30 a.m. and 9:00 p.m., consistent with the prior studies. The sampling plan will aim to collect surveys roughly proportional to actual ridership.

The RSG team will avoid surveying during holidays or during weeks that the college campuses are out of session. At the outset of the project, we will work with UTA to determine a list of “blackout” days in which surveying will not be conducted.

TASK 3 DELIVERABLE

- Complete on-to-off and OD survey sampling plan and methodology, including estimated target response rates

Task 4: Develop OD Questionnaire

RSG will collaborate with the UTA Technical Advisory Committee (TAC) to develop a questionnaire quickly while addressing the most critical goals of the study. The draft questionnaire will be then distributed to the TAC for final approval prior to programming.

The questionnaire will likely include the following questions:

- Route surveyed on
- Direction of travel
- Any other transit routes used and number of transfers
- Time of trip
- Origin location and type
- Boarding location
- Alighting location
- Destination location and type
- Access and egress modes
- Gender
- Age
- Income;
- Race and Ethnicity
- Household size
- Number of vehicles in household
- Number of licensed drivers in household
- Method of fare payment
- Reason for use of transit for journey
- Cellular phone/smart phone availability
- Home address of respondent (at least ZIP code).

The RFP states that values statements or stated preference questions may be considered for part of the survey; however, the RSG team recommends keeping the survey concise and focused primarily on the O-D questions to ensure a high response rate to satisfy the main objective of this study—understanding origin and destination behavior.

TASK 4 DELIVERABLE



- Final on-board questionnaire form that corresponds with the methodology(s) developed in Task 3

Task 5: Program OD Survey and Produce OD Survey Materials

Once the questionnaire content is finalized, ETC Institute will program the tablet-based survey to be used on-board UTA's buses and trains. The survey will include an address geocoder that will provide a latitude/longitude for each location in real-time.

ETC Institute will also program/prepare the on-to-off survey tools and materials. The on-to-off survey consists of a small card with a barcode on it and a barcode scanning system that links the scan to the time and location where a barcode was scanned.

FIGURE 1. EXAMPLE ON-TO-OFF BARCODE CARD AND SCANNER



TASK 5 DELIVERABLE

- Final survey program and materials

Task 6: Pretest OD Survey and Finalize Questionnaire

RSG will work with UTA staff to conduct a pretest to confirm that the questions are understood by riders and are being answered correctly before going into the field. The pretest will also ensure the suggested handout procedures are feasible. The RFP indicates a target of 25 to 50 completed pretest questionnaires and ten phone call surveys with subsequent follow-up calls for feedback. However, RSG recommends conducting in-person survey follow-up with respondents at the time of the survey, as we will already be with the respondent in-person and they will remember the content more accurately. Pretest results will be used to guide modifications to the survey.

TASK 6 DELIVERABLE

- Report of results of pretest and recommended adjustments to final survey program and methodology

Task 7: Administration of On-to-Off Survey

ETC Institute will administer the on-to-off survey according to the sampling plan in September and October of 2019. The data will then be processed and analyzed, resulting in a dataset that includes the route surveyed, direction, respondent boarding time, boarding station/stop, and alighting station/stop.

TASK 7 DELIVERABLE

- Summary report of the results of the survey execution, including problems and implemented solutions to address problems

Task 8: Administration of OD survey

ETC Institute will administer the OD survey according to the sampling plan between October 2019 and February 2020.

Surveyor Training. Prior to the start of field, we will conduct in-person group training on survey procedures and safety with all survey staff. A surveyor training manual will also be included.

Timing of the Survey. The surveys will be administered during weekdays (Monday-Thursday) when schools are in session and will avoid holidays and major school closures in the area. The surveys will be administered from 6:30am-8:00pm or during the hours for which the route is operating.

During the Administration of the Survey. Interviewers will select riders at random to participate in the survey based on the sampling goals that will have been established for each route. Once an interviewer has selected a rider for the survey, the interviewer will do the following:

- The interviewer will approach the person selected and ask them to participate in the survey.
- If the person refuses, the interviewer will end the survey, but the refusal will be recorded on the tablet to help assess the overall response rate to the survey.
- If the rider agrees to participate, the interviewer will ask if he/she has at least five minutes to complete the survey.
- If the rider does **not** have at least five minutes, the surveyor will ask the rider to provide his/her boarding location, alighting location, name, and phone number. The surveyor will then complete as much of the survey as possible with the respondent while they are on board. If the survey cannot be completed, a phone interviewer from ETC Institute's call center will contact the respondent and ask him/her to complete the survey by phone. This will ensure "short-trips" are well represented.

- If a rider has at least five minutes, the surveyor will administer the full survey to the respondent as a face-to-face interview using a tablet computer.
- The RSG/ETC Institute Team will provide weekly progress reports during the data collection effort detailing the survey effort.

After the Administration of the Survey. After the surveys are administered, the team will review each survey record to ensure that all necessary information has been provided.

TASK 8 DELIVERABLE

- Summary report of the results of the survey execution, including problems and implemented solutions to address problems

Task 9: Analyze Survey Results

All data will automatically be coded and geocoded in real-time with the tablet-based survey. Much of the data will be cleaned in real-time as well, with interviewers double checking the whether a respondent's trip makes sense while they take the survey.

Additionally, RSG and ETC will undertake a data cleaning and validation effort after data collection to ensure a high-quality dataset for UTA. This cleaning will include a visual inspection of each record to be sure it makes sense.

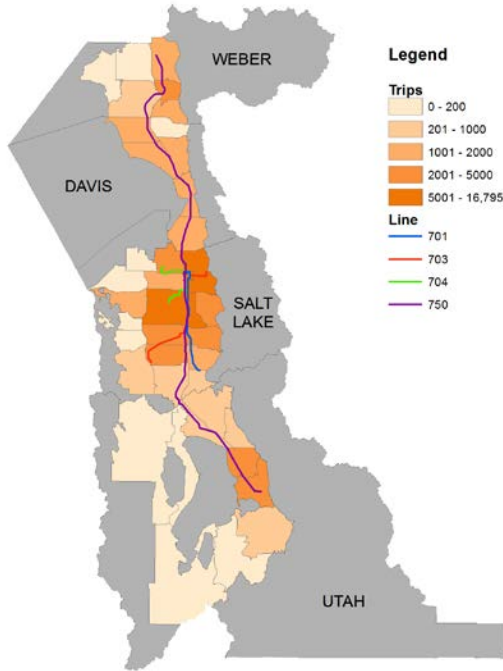
Prior to analysis, RSG will weight and expand the survey records to represent UTA ridership. RSG will use the on-to-off survey for lines/routes where it is conducted and for routes where it is not conducted, we will assume the boarding and alighting patterns to be correct from the survey and will weight to route/line, direction, and time-period.

RSG will analyze the data using tabulations and cross tabulations for each question by

The analysis could take many forms, but will primarily be composed of tabulations and charts, as well as cross tabulations by route/line, peak vs. off-peak, ticket type, rider frequency, and other key variables.

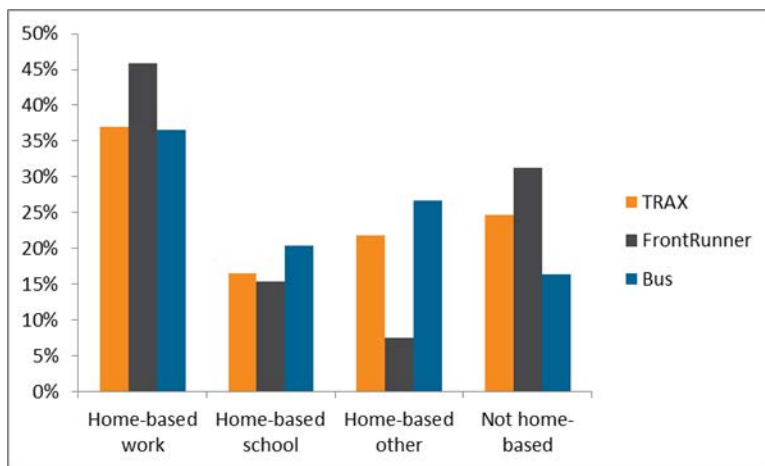
An example of one analysis is the following map with a graphic representation of origin locations from RSG's 2013 report to UTA. Graphics such as this can be developed for each route (Figure 2).

FIGURE 2. EXAMPLE MAP OF ORIGINS FROM UTA OD STUDY



As noted, various charts and tables will be used in the report, with examples shown in Figure 3.

FIGURE 3. EXAMPLE CHART – TRIP PURPOSE BY SERVICE

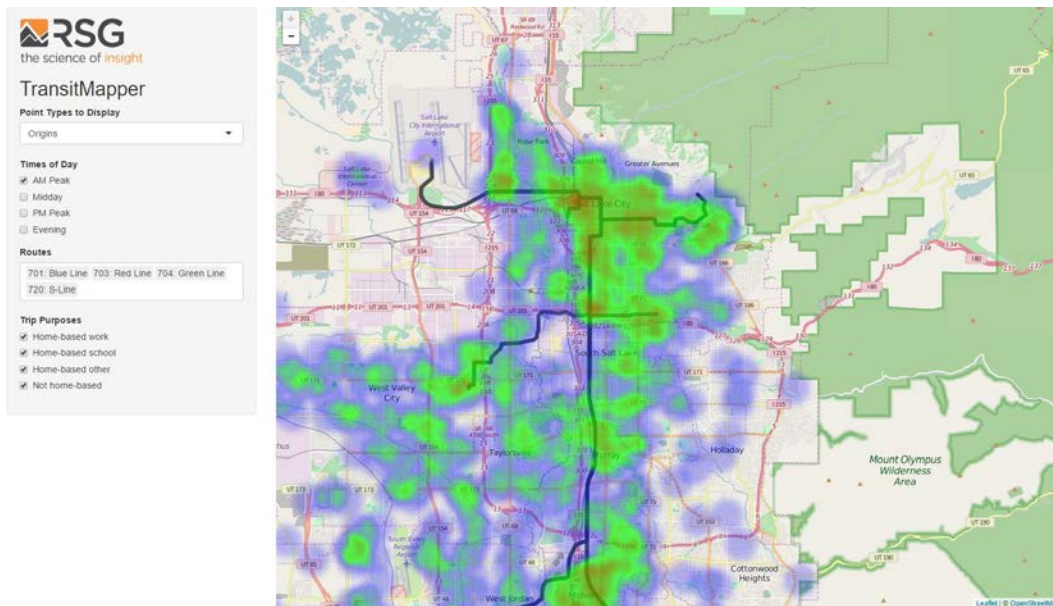


Transit Mapper Tool

RSG has developed a web-based tool, called Transit Mapper, that we will provide to UTA as part of this study. The RSG Team will develop this application so that UTA can easily view the OD patterns dynamically (Figure 4). This tool will allow UTA to map the OD data based on

selecting several different variables to get a good feel of the data, and it works simply right from your hard drive.

FIGURE 4. EXAMPLE OF TRANSIT MAPPER TOOL FROM PRIOR UTA OD STUDY



TASK 9 DELIVERABLE

- Final dataset(s) in Microsoft Excel format

Task 10: Draft Document of Survey Results

The report will document all survey review, design, implementation, and analysis information outlined in Tasks 1 to 9. The report will contain figures and graphs of key analyses and provide an executive summary highlighting the key findings. RSG will work with the TAC to create a draft report that covers all materials.

TASK 10 DELIVERABLE

- Draft summary report

Task 11: Final Document of Survey Results

A final report addressing the Committee's comments on the draft report will be submitted. Additionally, an executive summary of the survey report and a final presentation in PowerPoint will be created to highlight the key findings of the study.

TASK 11 DELIVERABLE

- Final summary report

Schedule

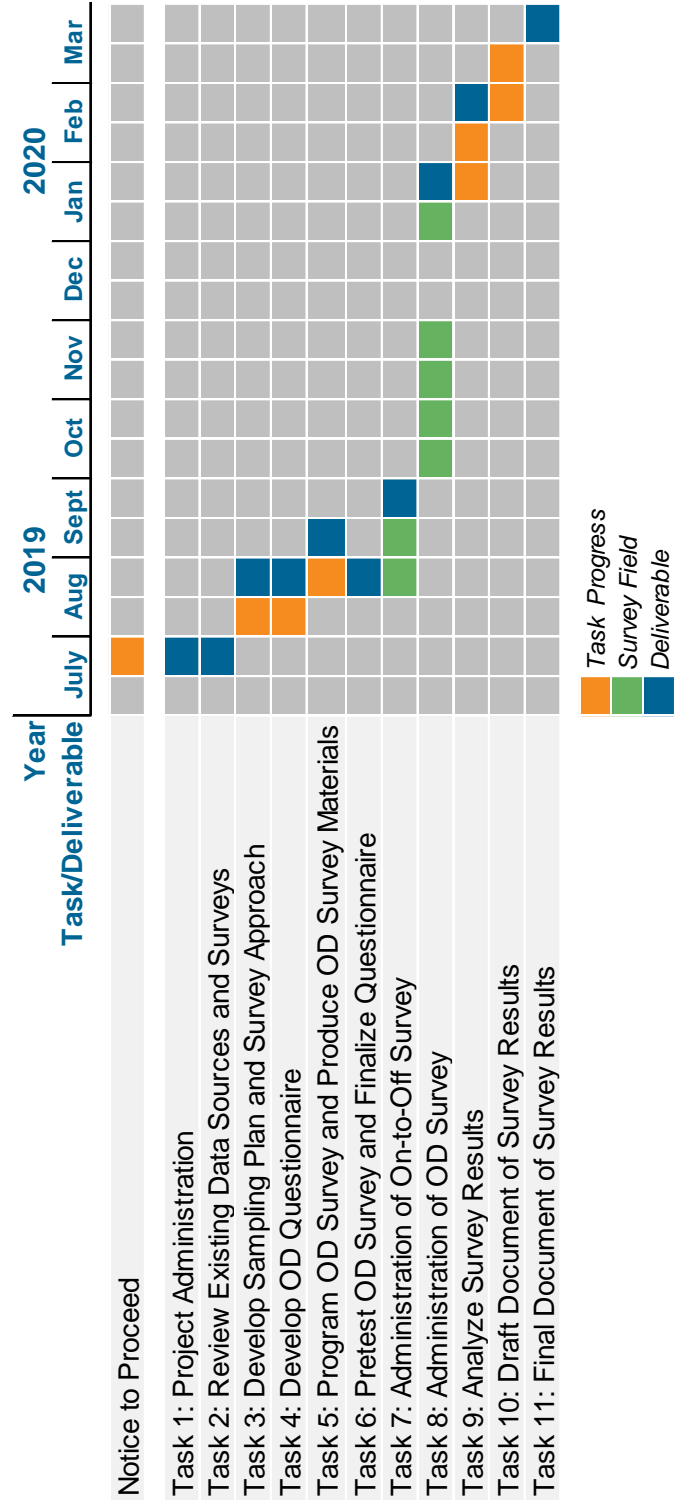


Exhibit B – Work Scope Budget

	Tasks	Total Hours	Cost
Task 1:	Project Administration	137	\$24,179
Task 2:	Review Existing Data Sources and Surveys	27	\$4,017
Task 3:	Develop Sampling Plans and Survey Approach	150	\$22,018
Task 4:	Develop OD Questionnaire	71	\$11,127
Task 5:	Program and produce survey materials	124	\$19,592
Task 6:	Pretest OD Survey and Finalize Questionnaire	324	\$27,898
Task 7:	Administration of On-to-Off Survey	908	\$51,820
Task 8a:	Administration of OD Survey – 50%	2,417	\$119,358
Task 8b:	Administration of OD Survey – 50%	2,417	\$119,357
Task 9:	Analyze Survey Results	623	\$69,061
Task 10:	Draft Documents of Survey Results	193	\$23,732
Task 11:	Final Document of Survey Results	68	\$7,694
	Totals	7,459	\$499,853



CONTRACT ROUTING FORM

Department * Supply Chain

Existing Contract? Yes

Existing Contract Number * 19-03081

Contract Section

Procurement

Board Review Date * 08/21/2019

Document Type * Contract

Requisition # Original
Multiple

Please upload the necessary documents here	PO 1114426 - Siemens IFB 19-03081.pdf	263.32KB
	Offer and Acceptance 19-03091.pdf	77.66KB
	19-03081 Pantograph IFB with Offer and Acceptance.docx	45.26KB
	Award Scenerio from SciQuest.pdf	81.73KB

Contract Title * Inventory Parts for Pantograph Overhaul

Contractor Name * Siemens

Description / Purpose * This procurement is for inventory parts necessary to support an overhaul project to re-manufacture the Pantographs on all light rail vehicles. It includes one Purchase Order to Siemens Mobility for \$611,018.80, and one Purchase Order to Schunk Carbon Technology for \$175,173.25. These parts were put out for bid and awarded based on lowest price. This contract approval request is for the Siemens contract that is over \$200,000.

The pantograph is the contact mechanism that transfers power from the overhead wire to the vehicle. All three light rail fleets (117 vehicles) are due for either a 1/4 or 1/2 life overhaul as part of the light rail program. The procurement is for the parts needed to perform the task. The labor will be conducted by existing UTA personnel. There are 56 Inventory Requisitions to process for this Overhaul. Parts list is attached for review.

The attachment is the purchase order that details the list of parts and references the requisition numbers, as well as the Offer and Acceptance contract, and the Invitation For Bid (IFB) that was put out for bid.

Contract Administrator * Higgins, Jolene M

Project Manager * Stockley, Kyle

Base Contract Effective Dates * Beginning
8/7/2019

* Ending
2/20/2020

Contract Type * Goods

Procurement Method * IFB (Low Bid)

Number of Responding Firms 2

\$ Value of Next Lowest Bidder 775,232

Base Contract Term (Months) * 6

Contract Options (Months) * 0

Option to Renew? * Yes
 No

Extension Start Date

End Date

Financial Section

Procurement

Existing Contract Value		Amendment Amount		New/total Contract Value*
\$ 611,018.80		\$		\$ 611,018.80
Qty	Unit Price \$		Annual/One-Time Value	\$ 611,018.80
Attachment		Is the amount an estimate?* <input type="radio"/> Yes <input checked="" type="radio"/> No		
Is the amount a one-time purchase or annual recurring purchase?* <input checked="" type="radio"/> One-time <input type="radio"/> Recurring				
Account Code*	1.10309	Capital Project Code		
		Budgeted?* <input checked="" type="radio"/> Yes <input type="radio"/> No		
Funding Source*	Local			
Budget amount*	\$ 611,018.80			
Will this contract require support from another department?* <input type="radio"/> Yes <input checked="" type="radio"/> No				
Is the other department(s) aware of this contract and the required support?* <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A				
Has the Qualified Health Insurance Certificate been verified?* <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A				

Approval Section

1)Legal/Compliance Review* Bell, Mike

2)Accounting Approval Needed?* Yes No

3)Risk Approval Needed?* Yes No

4)IT Approval Needed?* Yes No

5)Add Additional Approval?* Yes No

6)Manager/Program Manager* Stockley, Kyle

7)Dir, Sr. Mgr, or RGM* Hancock, David W

8)Chief* Cumins, Donald E

9)Executive Director* Meyer, William Steven

Board Approval Required Board Approval Date

Print this page

INVITATION FOR BID

Cover Sheet

General Information		
Project Name	Pantograph Parts Overhaul	
Project Description	Provide Pantograph Parts	
Project Start Date/Length	6 Months	
Contract Type	Firm Fixed Price	
UTA Project Manager	Kyle Stockley	
Funding Source	<input checked="" type="checkbox"/> Local	<input type="checkbox"/> State
		<input type="checkbox"/> Federal
DBE Goal	NA	
Procurement Process Information		
IFB No.	19-03081	
Contract Administrator	Jolene Higgins 669 West 200 South Salt Lake City, Utah 84101 (801) 236-4754 @rideuta.com	
This procurement will be an Invitation for Bid (IFB).	Award will be made to the low Responsive and Responsible bidder.	
FIB Schedule:		
A) Issue Invitation to Bid	July 9, 2019	
B) Deadline to submit Questions and Request for Approved Equals or Changes to UTA	July 15, 2019, 2:00 pm	
C) Last day for UTA to issue addenda and clarifications	July 17, 2019	
D) Deadline to submit bids	July 19, 2019, 2:00 pm	
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		
Part 5 – Forms		
Bid Contents		
Submittal Instructions		

- One (1) electronic copy of the bid sheet in excel format, and all required forms (signed) shall be uploaded to SciQuest on or before the deadline referenced above. See Part 3 of this IFB for further instructions.

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:

This Invitation For Bids is to supply Utah Transit Authority (UTA) with Pantograph Parts for an overhaul for UTA Light Rail Vehicles (LRV's). Please refer to the detailed list of parts in SciQuest.

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.

BID FORMAT AND CONTENT

- Bid Sheet (Exhibit A – Parts List)
- Declarations and Offer, and Conflict of Interest

INVITATION FOR BIDS

Part 3 – Standard Terms of Solicitation

1.1 INSTRUCTIONS TO BIDDERS

1.1.1 Submission of Bids.

Bids must be uploaded to SciQuest 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 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.

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 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 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 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.

1.1.5 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 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 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.

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.

1.1.7 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 from SciQuest 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: Robert Biles, Procurement Officer
CONTAINS TIME-SENSITIVE PROTEST MATERIALS

All protests must include:

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

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

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

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

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/proposal 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:** Vendor will promptly submit invoices (within 30 days of delivery of the applicable Goods and/or Services) to UTA in accordance with the Solicitation Documents. The UTA Contract 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 Vendor's response to the accepted and counter-executed bid/proposal form. 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.
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. 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. **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.
24. **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 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 _____

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.

(Contractor's Name)

(Signature)

(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. Signature must be by an officer of your company authorized to bind your company in contractual matters.

_____	_____
(Contractor's Name)	(Signature)
_____	_____
(Contractor's Address)	(Print Name)
_____	_____
(Contractor's Phone Number)	(Title)
_____	_____
(Contractor's Email Address)	(Date)

(Contractor's EIN)	

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.



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 _____	None received.
Addendum No. _____	Date _____	
Addendum No. _____	Date _____	
Addendum No. _____	Date _____	

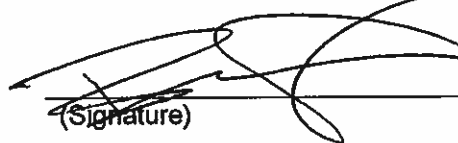
Failure to acknowledge receipt of all addenda may cause the Bid to be rejected as non-responsive.

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.

Siemens Mobility, Inc.

(Contractor's Name)



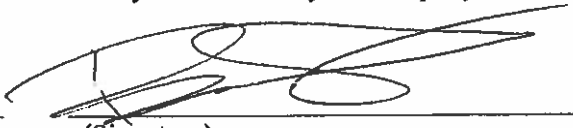
(Signature)

Barry Sidler

(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. Signature must be by an officer of your company authorized to bind your company in contractual matters.

<u>Siemens Mobility, Inc.</u> (Contractor's Name)	 (Signature)
<u>5301 Price Avenue</u> (Contractor's Address)	<u>Barry Sidler</u> (Print Name)
<u>916-471-8736</u> (Contractor's Phone Number)	<u>Aftermarket Manager</u> (Title)
<u>barry.sidler@siemens.com</u> (Contractor's Email Address)	<u>07/25/2019</u> (Date)
<u>30-1018552</u> (Contractor's EIN)	

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.

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.

UTA Representative / Title

UTA Representative / Title

(Date)

(Date)

Approved as to Form
UTA Compliance Officer

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.

UTA Representative / Title

UTA Representative / Title

(Date)

(Date)

Approved as to Form
UTA Compliance Officer

Siemens Mobility Inc PO Box 3498 Carol Stream IL 60132		PURCHASE ORDER NUMBER		OP 1114426	
		Utah Transit Authority			
SEND INVOICE TO:		SHIP TO:		ORDER TAKEN BY	FOB
AP@RIDEUTA.COM 669 W 200 S SLC, UT 84101		ATTENTION: RECEIVING 2264 S 900 W Salt Lake City UT 84119		1478795	7/31/2019
		801-287-3008 www.rideuta.com		Higgins, Jolene M	1 of 3

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 611,018.80 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00291178	9/30/19	620 EA	10466957	BASE FRAME, SPECIAL WASHER OOS 199831 - 4310 (OVERHAUL)	6.7000	4,154.00
2	00291179	10/15/19	310 EA	10477631	INSULATOR RING, NYLON OOS 199832 - 4310 (OVERHAUL)	2.9000	899.00
3	00291180	10/15/19	620 EA	10467217	BEARING, BASE FRAME OOS 199833 (OVERHAUL)	54.0000	33,480.00
4	00291181	10/15/19	155 EA	10477633	BEARING SHAFT, FLOATING OOS 199834 - 4310 (OVERHAUL)	42.9000	6,649.50
5	00291182	11/30/19	155 EA	10477632	BEARING SHAFT, FIXED OOS 199835 - 4310 (OVERHAUL)	41.8000	6,479.00
6	00291183	2/19/20	1240 EA	10478025	SHUNT, PANTO HEAD LONG OOS 199836 - 4310 (OVERHAUL)	27.5000	34,100.00
7	00291184	10/23/19	310 EA	10478206	BUSHING OUTSIDE UPPER OOS 199837 - 4310 (OVERHAUL)	10.6000	3,286.00
8	00291186	1/1/20	310 EA	10477743	INSULATOR RING, NYLON OOS 199839 - 4310 (OVERHAUL)	2.8000	868.00
9	00291187	2/14/20	1240 EA	6203.2RSR.C3	BEARING, COUPLING ROD OOS 199840 - 4310 (OVERHAUL)	1.9000	2,356.00
10	00291188	11/5/19	155 EA	10477636	BEARING SHAFT, FLOATING OOS 199841 - 4310 (OVERHAUL)	36.7000	5,688.50
11	00291189	11/5/19	155 EA	10477639	BEARING SHAFT, FIXED OOS 199842 - 4310 (OVERHAUL)	38.9000	6,029.50
12	00291190	11/14/19	32 EA	3510636003	UP-STOP OOS 199843 - 4310 (OVERHAUL)	6.8000	217.60
13	00291192	10/15/19	155 EA	10478208	RAISING MECHANISM, CABLE OOS 199845 - 4310 (OVERHAUL)	133.0000	20,615.00
14	00291193	12/20/19	155 EA	10467230	SPHERICAL WASHER BALL OOS 199846 - 4310 (OVERHAUL)	6.2000	961.00
15	00291194	12/20/19	155 EA	10467231	SPHERICAL WASHER CONE OOS 199847 - 4310 (OVERHAUL)	6.2000	961.00

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: January 2017, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at <http://www.rideuta.com/-/media/872EE81C35F84C6C880E221E756EEA7B.ashx>. Vendor's acceptance of this Purchase Order is limited to the express terms 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).

Siemens Mobility Inc PO Box 3498 Carol Stream IL 60132				Utah Transit Authority <i>An Equal Opportunity Employer</i>		PURCHASE ORDER NUMBER OP		1114426	
						PO Number Must Appear On All Invoices And Shipments			
SEND INVOICE TO: AP@RIDEUTA.COM 669 W 200 S SLC, UT 84101				SHIP TO: ATTENTION: RECEIVING 2264 S 900 W Salt Lake City UT 84119		VENDOR NUMBER 1478795		PO DATE 7/31/2019	
						BUYER Higgins, Jolene M			
801-287-3008 www.rideuta.com				PAGE NUMBER 2 of 3					
16	00291195	11/10/19	155 EA	10467120	WASHER, SPECIAL COUPLING ROD OOS 199848 - 4310 (OVERHAUL)	4.0000	620.00		
17	00291196	11/5/19	155 EA	10478233	SHAFT BEARING COUPLING OOS 199849 - 4310 (OVERHAUL)	29.9000	4,634.50		
18	00291197	11/20/19	16 EA	10479102	COUPLING ROD, SHORT END RH THD OOS 199850 - 4310 (OVERHAUL)	86.7000	1,387.20		
19	00291198	11/20/19	155 EA	10478232	COUPLING ROD, TURNBUCKLE OOS 199851 - 4310 (OVERHAUL)	54.0000	8,370.00		
20	00291199	12/5/19	16 EA	10479104	COUPLING ROD, LONG END OOS 199852 - 4310 (OVERHAUL)	104.0000	1,664.00		
21	00291201	2/26/20	100 EA	10477739	PAN GUIDE ASSY, SELF ADJUSTING OOS 199853 - 4310 (OVERHAUL)	585.0000	58,500.00		
22	00291203	11/15/19	95 EA	10477975	SPINDLE, PANTOGRAPH ARM OOS 199857 - 4310 (COMP PARTS)	189.0000	17,955.00		
23	00291204	11/5/19	16 EA	10478248	PAN HEAD, GUIDING PIECE OOS 199858 - 4310 (COMP PARTS)	103.0000	1,648.00		
24	00291205	11/25/19	155 EA	35106195C01	HORN CASTING PAN HEAD OOS 199855 - 4310 (OVERHAUL)	67.9000	10,524.50		
25	00291206	11/15/19	155 EA	10482386	SHEAR PIN OOS 199859 - 4310 (COMP PARTS)	6.6000	1,023.00		
26	00291207	12/5/19	155 EA	10478198	SHUNT, PANTO HEAD SHORT OOS 199856 - 4310 (OVERHAUL)	26.2000	4,061.00		
27	00291208	12/31/19	155 EA	10478256	PAN HEAD, BUSHING OOS 199860 4310 (COMP PARTS)	1.9000	294.50		
28	00291209	10/30/19	155 EA	10478219	SAFETY SYSTEM, SHAFT OOS 199861 - 4310 (COMP PARTS)	14.0000	2,170.00		
29	00291212	10/30/19	400 EA	10478418	CONTACT CRIMP MALE 16GA OOS 199866 - 4310 (OVERHAUL)	1.4000	560.00		
30	00291213	2/12/20	50 EA	10478557	LOWERING DEVICE, PANTOGRAPH OOS 199863 - 4310 (COMP PARTS)	2808.0000	140,400.00		
31	00291177	2/12/20	10 EA	1032776	PLATE, GUIDING RAIL, SHANK OOS 199894 - 4310 (OVERHAUL)	682.0000	6,820.00		
32	00291215	11/5/19	310 EA	10478200	PAN HEAD, ROCKER BOX OOS 199871 - 4310 (OVERHAUL)	68.7000	21,297.00		
33	00291216	1/29/20	50 EA	10478954	HARNES KIT, LOWERING DEVICE OOS 199864 - 4310 (COMP PARTS)	319.0000	15,950.00		

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: January 2017, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at <http://www.rideuta.com/-/media/872EE81C35F84C6C880E221E756EEA7B.ashx>. Vendor's acceptance of this Purchase Order is limited to the express terms 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).

Siemens Mobility Inc PO Box 3498 Carol Stream IL 60132				Utah Transit Authority <i>An Equal Opportunity Employer</i>		PURCHASE ORDER NUMBER OP		1114426	
						PO Number Must Appear On All Invoices And Shipments			
SEND INVOICE TO: AP@RIDEUTA.COM 669 W 200 S SLC, UT 84101		SHIP TO: ATTENTION: RECEIVING 2264 S 900 W Salt Lake City UT 84119		801-287-3008 www.rideuta.com		VENDOR NUMBER 1478795		PO DATE 7/31/2019	
						ORDER TAKEN BY Higgins, Jolene M		FOB *	
BUYER Higgins, Jolene M		3 of 3		801-287-3008 www.rideuta.com		ORDER TAKEN BY Higgins, Jolene M		FOB *	
						BUYER Higgins, Jolene M		PAGE NUMBER 3 of 3	
34	00291217	11/5/19	620 EA	10477940	PAN HEAD, HOLDING FIXTURE OOS 199873 - 4310 (OVERHAUL)		56.9000	35,278.00	
35	00291218	10/30/19	50 EA	10478396	TERMINAL CRIMP MALE HAN OOS 199865 - 4310 (COMP PARTS)		19.7000	985.00	
36	00291219	11/5/19	1240 EA	10477941	PAN HEAD, SHACKLE BUSHING OOS 199874 - 4310 (OVERHAUL)		7.9000	9,796.00	
37	00291220	12/5/19	620 EA	10477937	SHAFT OOS 199875 - 4310 (OVERHAUL)		10.6000	6,572.00	
38	00291221	1/15/20	310 EA	10466997	LIMITING SPRING OOS 199876 - 4310 (OVERHAUL)		28.1000	8,711.00	
39	00291222	11/5/19	310 EA	10478246	PLATE, MOUNTING OOS 199877 - 4310 (OVERHAUL)		25.7000	7,967.00	
40	00291224	1/15/20	310 EA	10466993	PAN HEAD, FLAT LEAF SPRING OOS 199879 - 4310 (COMP PARTS)		30.7000	9,517.00	
41	00291225	10/30/19	310 EA	3510564813	PLATE, CONNECTING OOS 199880 - 4310 (COMP PARTS)		39.7000	12,307.00	
42	00291226	1/15/20	310 EA	10466998	PAN HEAD, UNDERLYING SPRING OOS 199881 - 4310 (COMP PARTS)		27.7000	8,587.00	
43	00291227	11/5/19	620 EA	10478201	PAN HEAD, CLAMP OOS 199883 - 4310 (COMP PARTS)		9.7000	6,014.00	
44	00291230	11/5/19	620 EA	3510641617	SPACER OOS 199887 - 4310 (COMP PARTS)		6.9000	4,278.00	
45	00291231	10/30/19	1240 EA	10478866	BEARING, FLANGE OOS 199888 - 4310 (COMP PARTS)		1.9000	2,356.00	
46	00291232	10/5/19	620 EA	10478261	PAN HEAD, SILENT BLOCK OOS 199890 - 4310 (COMP PARTS)		53.9000	33,418.00	
47	00291233	10/30/19	620 EA	10477720	PAN HEAD, TURNBUCKLE OOS 199891 - 4310 (COMP PARTS)		31.1000	19,282.00	
48	00291234	10/30/19	620 EA	3510619403	EYE BOLT OOS 199892 - 4310 (COMP PARTS)		27.6000	17,112.00	
49	00291235	12/5/19	1240 EA	10478263	PAN HEAD, FLANGE BUSHING OOS 199893 - 4310 (COMP PARTS)		3.4000	4,216.00	

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: January 2017, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at <http://www.rideuta.com/-/media/872EE81C35F84C6C880E221E756EEA7B.ashx>. Vendor's acceptance of this Purchase Order is limited to the express terms 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).



CONTRACT ROUTING FORM

Department* Supply Chain

Existing Contract? Yes

Existing Contract Number* 19-03055

Contract Section

Procurement

Board Review Date* 08/21/2019

Document Type* Contract

Requisition # Original
287489

Please upload the necessary documents here	Award Scenario.pdf	63.81KB
	Offer and Acceptance - Siemens - signed by Siemens only.pdf	76.14KB
	19-03055 Couplers IFB.docx	45.66KB
	Dellner's Offer and Acceptance.pdf	76.34KB
	PO 1114416 - Dellner with requisitions.pdf	904.75KB
	PO 1114417 and all the requisitions attached.pdf	4.52MB

Contract Title* S70 Light Rail Vehicle (LRV) Coupler Quarter Life Overhaul parts

Contractor Name* Siemens

Description / Purpose* This contract is to purchase the necessary parts for UTA in-house mechanics to perform the quarter life overhaul of the couplers on 77 UTA S70 light Rail Vehicles (LRV's).

The Coupler is the mechanical and electrical connection between LRV's. The Coupler allows the adding and removing of train cars.

Attached is the Offer and Acceptance (contract), the purchase orders (with a detail list of parts to be purchased), solicitation, and the award scenario.

This project has been awarded to two suppliers based upon price and lead time. Siemens Mobility and Dellner Couplers Inc.

Siemens Purchase Order Award \$669,919.00 (attached)
Dellner's Purchase Order Award \$124,745.00

Contract Administrator* Higgins, Jolene M

Project Manager* Stockley, Kyle

Base Contract Effective Dates* Beginning
8/15/2019

* Ending
8/31/2020

Contract Type* Goods

Procurement Method* IFB (Low Bid)

Number of Responding Firms 2

\$ Value of Next Lowest Bidder 808,693

Base Contract Term (Months)* 12

Contract Options (Months)* 0

Option to Renew?*
 Yes
 No

Extension Start Date

End Date

Financial Section

Procurement

INVITATION FOR BID

Cover Sheet

General Information		
Project Name	Dellner Coupler Parts Overhaul – Quarter Life	
Project Description	Dellner Coupler Parts	
Project Start Date/Length	6 months	
Contract Type	Firm Fixed Price	
UTA Project Manager	Kyle Stockley	
Funding Source	<input checked="" type="checkbox"/> Local	<input type="checkbox"/> State <input type="checkbox"/> Federal
DBE Goal	NA	
Procurement Process Information		
IFB No.	19-03055	
Contract Administrator	Jolene Higgins 669 West 200 South Salt Lake City, Utah 84101 (801) 236-4754 @rideuta.com	
This procurement will be an Invitation for Bid (IFB).	Award will be made to the low Responsive and Responsible bidder.	
FIB Schedule:		
A) Issue Invitation to Bid	July 9, 2019	
B) Deadline to submit Questions and Request for Approved Equals or Changes to UTA	July 15, 2019, 2:00 pm	
C) Last day for UTA to issue addenda and clarifications	July 17, 2019	
D) Deadline to submit bids	July 19, 2019, 2:00 pm	
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		
Part 5 – Forms		
Bid Contents		
Submittal Instructions		

- One (1) electronic copy of the bid sheet in excel format, and all required forms (signed) shall be uploaded to SciQuest on or before the deadline referenced above. See Part 3 of this IFB for further instructions.

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:

This Invitation For Bids is to supply Utah Transit Authority (UTA) with Dellner Coupler Parts for an overhaul for UTA Light Rail Vehicles (LRV's). Please refer to the detailed list of parts in SciQuest.

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.

BID FORMAT AND CONTENT

- Bid Sheet
- Declarations and Offer, and Conflict of Interest

INVITATION FOR BIDS

Part 3 – Standard Terms of Solicitation

1.1 INSTRUCTIONS TO BIDDERS

1.1.1 Submission of Bids.

Bids must be uploaded to SciQuest 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 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.

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 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 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 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.

1.1.5 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 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 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.

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.

1.1.7 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 from SciQuest 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: Robert Biles, Procurement Officer
CONTAINS TIME-SENSITIVE PROTEST MATERIALS

All protests must include:

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

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

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

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

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/proposal 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:** Vendor will promptly submit invoices (within 30 days of delivery of the applicable Goods and/or Services) to UTA in accordance with the Solicitation Documents. The UTA Contract 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 Vendor's response to the accepted and counter-executed bid/proposal form. 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.
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. 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. **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.
24. **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 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 _____

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.

(Contractor's Name)

(Signature)

(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. Signature must be by an officer of your company authorized to bind your company in contractual matters.

_____ (Contractor's Name)	_____ (Signature)
_____ (Contractor's Address)	_____ (Print Name)
_____ (Contractor's Phone Number)	_____ (Title)
_____ (Contractor's Email Address)	_____ (Date)
_____ (Contractor's EIN)	

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.

|



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: *19-03055*

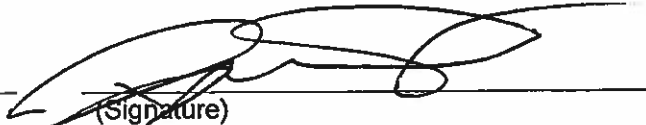
Addendum No. _____	Date _____	None received.
Addendum No. _____	Date _____	
Addendum No. _____	Date _____	
Addendum No. _____	Date _____	

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.

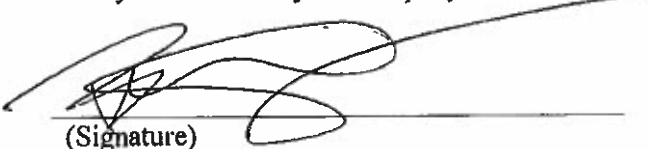
Siemens Mobility, Inc.
(Contractor's Name)


(Signature)

Barry Sidler
(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. Signature must be by an officer of your company authorized to bind your company in contractual matters.

Siemens Mobility, Inc.	
_____ (Contractor's Name)	_____ (Signature)
5301 Price Avenue	Barry Sidler
_____ (Contractor's Address)	_____ (Print Name)
916-471-8736	Aftermarket Manager
_____ (Contractor's Phone Number)	_____ (Title)
barry.sidler@siemens.com	07/17/2019
_____ (Contractor's Email Address)	_____ (Date)
30-1018552	
_____ (Contractor's EIN)	

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.

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.

UTA Representative / Title

UTA Representative / Title

(Date)

(Date)

Approved as to Form
UTA Compliance Officer

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.

UTA Representative / Title

UTA Representative / Title

(Date)

(Date)


Approved as to Form
UTA Compliance Officer

Siemens Mobility Inc PO Box 3498 Carol Stream IL 60132				PURCHASE ORDER NUMBER	1114417
				OP	
		Utah Transit Authority <i>An Equal Opportunity Employer</i>		PO Number Must Appear On All Invoices And Shipments	
				VENDOR NUMBER	PO DATE
				1478795	7/31/2019
SEND INVOICE TO:	SHIP TO:			ORDER TAKEN BY	FOB
AP@RIDEUTA.COM	ATTENTION: RECEIVING				*
669 W 200 S	2264 S 900 W	801-287-3008		BUYER	PAGE NUMBER
SLC, UT 84101	Salt Lake City UT 84119	www.rideuta.com		Higgins, Jolene M	1 of 2

Confirmation: Do not Duplicate
Utah Transit Authority Is Tax Exempt Total PO Value: 666,919.00 Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00000562	11/20/19	10 EA	1033033	ARM, COUPLER OOS 197432-4310(FRCST)	1110.0000	11,100.00
2	00000562	7/10/20	10 EA	1032219	BRACKET, BEARING OOS 197416-4310(FRCST)	4683.0000	46,830.00
3	00000562	3/15/20	10 EA	1007182	LOCK WASHER, COUPLER OOS 197430-4310(FRCST)	20.9000	209.00
4	00000562	11/20/19	10 EA	1033032	ARM, COUPLER OOS 197431-4310(FRCST)	1110.0000	11,100.00
5	00000562	7/31/19	175 EA	155515	RUBBER BUFFER OOS 197399 -4310(FRCST)	44.9000	7,857.50
6	00000562	12/20/19	175 EA	155938	LATCH HEAD OOS 197401-4310(FRCST)	844.0000	147,700.00
7	00000562	2/15/20	175 EA	175975	PIN, CATCH OOS 197402-4310(FRCST)	78.1000	13,667.50
8	00000562	1/20/20	350 EA	179156	WASHER OOS 197404-4310(FRCST)	18.7000	6,545.00
9	00000562	12/20/19	350 EA	5577220065	CYL BOLT, ISO 2341B CBH I22 X OOS 197406-4310(FRCST)\	54.2000	18,970.00
10	00000562	1/20/20	350 EA	159682	SLEEVE, GUIDE ST 35 OOS 197408-4310(FRCST)	179.0000	62,650.00
11	00000562	4/15/20	350 EA	164693	PROTECTING COVER OOS 197409-4310(FRCST)	43.9000	15,365.00
12	00000562	9/30/19	10 EA	6010065050	BEARING, MB 6550 DU OOS 197417-4310(FRCST)	59.8000	598.00
13	00000562	11/20/19	10 EA	6012060060	BEARING OOS 197419-4310(FRCST)	50.9000	509.00
14	00000562	12/20/19	10 EA	6012060040	BEARING OOS 197418-4310(FRCST)	47.1000	471.00
15	00000562	1/20/20	10 EA	180036	DISC, CAM SS 2172-03 OOS 197420-4310(FRCST)	678.0000	6,780.00

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: January 2017, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at <http://www.rideuta.com/-/media/872EE81C35F84C6C880E221E756EEA7B.ashx>. Vendor's acceptance of this Purchase Order is limited to the express terms 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).

Siemens Mobility Inc PO Box 3498 Carol Stream IL 60132					PURCHASE ORDER NUMBER		1114417	
					OP			
		Utah Transit Authority <i>An Equal Opportunity Employer</i>			PO Number Must Appear On All Invoices And Shipments			
					VENDOR NUMBER		PO DATE	
					1478795		7/31/2019	
SEND INVOICE TO:		SHIP TO:			ORDER TAKEN BY		FOB	
AP@RIDEUTA.COM		ATTENTION: RECEIVING					*	
669 W 200 S		2264 S 900 W			801-287-3008		BUYER	
SLC, UT 84101		Salt Lake City UT 84119			www.rideuta.com		Higgins, Jolene M	
							PAGE NUMBER	
							2 of 2	
16	00000562	10/20/19	10 EA	6010022015	BEARING OOS 197423-4310(FRCST)	12.4000	124.00	
17	00000562	12/20/19	10 EA	6010055040	BEARING OOS 197422-4310(FRCST)	54.2000	542.00	
18	00000562	2/15/20	10 EA	151416	INNER RING, IR 50 X 55 X 20 OOS 197424-4310(FRCST)	62.8000	628.00	
19	00000562	12/20/19	10 EA	5659050000	RING, RETAINING OOS 197425-4310(FRCST)	4.4000	44.00	
20	00000562	3/11/20	10 EA	152836	STRIPPER OOS 197426-4310(FRCST)	92.9000	929.00	
21		2/28/20	350 EA	159415	SUPPORT, LOWER HALF OOS 197403-4310(FRCST)	368.0000	128,800.00	
22		2/28/20	350 EA	154335	DRAFT BAR OOS 197407-4310(FRCST)	530.0000	185,500.00	

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: January 2017, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at <http://www.rideuta.com/-/media/872EE81C35F84C6C880E221E756EEA7B.ashx>. Vendor's acceptance of this Purchase Order is limited to the express terms 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).



CONTRACT ROUTING FORM

Department * Supply Chain

Existing Contract? Yes

Existing Contract Number * 16-1632

Contract Section

Procurement

Board Review Date * 08/21/2019

Document Type * Change Order

Requisition #	Original	Change Order
	1234	No. 3

Please upload the necessary documents here Amendment No 3 (UTA) 672019 BSa.rtf 67.85KB

Contract Title * Revenue Contract: Wheel Truing Services Provided by UTA for Sonoma-Marín Area Rail Transit District

Contractor Name * Utah Transit Authority/Sonoma-Marín Area Rail Transit District

Description / Purpose * This is a revenue contract between UTA and Sonoma-Marín Area Rail Transit District (SMART) for wheel truing services for SMART's light rail fleet. The total amount of \$261,100 is based on estimates provided by SMART and is a not-to-exceed amount. SMART does not currently own or have access to wheel truing equipment and UTA has extra capacity to provide these services with current staffing. Wheels are shipped to UTA and the wheel truing services are provided by UTA Employees.

Truing the wheels returns the wheels to the original profile, which eliminates noise and provides a more comfortable ride.

Amendment 3 is to extend these services and allow UTA to continue the above mentioned services through June 30, 2020

The current cost per vehicle axle (2 wheels per axle): \$910.48

Services are performed at the UTA Midvale Facility.

Contract Administrator * Higgins, Jolene M

Project Manager * Sawyer, Bryan V

Base Contract Effective Dates * Beginning 11/16/2016

* Ending 1/1/2017

Contract Type * Services

Procurement Method * Other

Please Specify * Revenue

Number of Responding Firms 0

\$ Value of Next Lowest Bidder 0

Base Contract Term (Months) * 11

Contract Options (Months) * 60

Option to Renew? * Yes No

* Renewal Terms

This contract can be extended by both parties so long as both parties agree to extension

Extension Start Date 7/1/2019

End Date 6/30/2020

Financial Section

Procurement

Existing Contract Value	Amendment Amount	New/total Contract Value *
\$ 123,013.00	\$ 261,100.00	\$ 384,113.76
Qty	Unit Price \$	Annual/One-Time Value
		\$ 261,100.00

Attachment **Is the amount an estimate?*** Yes No

How was the estimate calculated?* This is a not to exceed amount and do not have a firm quantity.

Is the amount a one-time purchase or annual recurring purchase?* One-time Recurring

Account Code* 1000.4079
9

Capital Project Code

Budgeted?* Yes

Funding Source* Revenue No

Will this contract require support from another department?* Yes No

Is the other department(s) aware of this contract and the required support?* Yes No N/A

Has the Qualified Health Insurance Certificate been verified?* Yes No N/A

Approval Section

1)Legal/Compliance Review* Bell, Mike

2)Accounting Approval Needed?* Yes No

3)Risk Approval Needed?* Yes No

4)IT Approval Needed?* Yes No

5)Add Additional Approval?* Yes No

6)Manager/Program Manager* Sawyer, Bryan V

7)Dir, Sr. Mgr, or RGM* LaMora, Jeffrey

8)Chief* Cumins, Donald E

9)Executive Director* Meyer, William Steven

Board Approval Required Board Approval Date

Print this page

**THIRD AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND UTAH TRANSIT AUTHORITY.**

This Third Amendment effective as of July 1, 2019 (the “third Amendment”) to the Agreement for Consultant Services by and between the Sonoma-Marin Area Rail Transit District (“SMART”) and Utah Transit Authority. (“CONSULTANT”), dated as of November 1, 2016 (the “Original Agreement,” and as amended by the First Amendment, Second Amendment, and this Third Amendment, the “Agreement”).

RECITALS

WHEREAS, SMART and CONSULTANT previously entered into the Original Agreement to provide wheel-truing services for SMART’s rail vehicles; and

WHEREAS, SMART and CONSULTANT previously amended the Agreement to establish a not-to-exceed amount and extend the term; and

WHEREAS, SMART desires to amend the Agreement to extend the term to June 30, 2020 and the not-to-exceed amount shall be \$261,100; and

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants contained herein, it is mutually agreed by and between the parties that:

AGREEMENT

1. **“ARTICLE 5. COST AND PAYMENT FOR WORK”** of the Agreement is amended as follows:

Cost per Vehicle axle (2 wheels per axle); \$910.48

“The not-to-exceed amount is \$261,100.”

2. **“ARTICLE 9. TERM”** of the Agreement is amended as follows:

“The term of this Agreement shall remain in effect until June 30, 2020.”

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as set forth below.

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

Dated: _____

By _____
Farhad Mansourian,
General Manager

UTAH TRANSIT AUTHORITY

Dated: _____

By _____
Jeff LaMora
Light Rail General Manager

By _____
W. Steve Meyer
Interim Executive Director

Approved as to form and content:

Dated: _____

By _____
Michael Bell
Assistant Attorney General
UTA Counsel

Dated: _____

By _____
District Counsel

WHEEL-TRUING AGREEMENT

THIS WHEEL-TRUING AGREEMENT ("Agreement"), is entered into as of the 1st day of November, 2016 (the "Effective Date"), by and between UTAH TRANSIT AUTHORITY, a public transit district and political subdivision of the State of Utah ("UTA"), and SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, a transit special district organized pursuant to the laws of the State of California ("SMART"). UTA and SMART are hereafter sometimes collectively referred to as "Parties" and may be referred to individually as a "Party."

RECITALS

WHEREAS, UTA operates a public transportation system along the Wasatch Front in Utah, including rail transit and the associated maintenance of rail vehicles for the system; and

WHEREAS, SMART is undertaking operation of commuter rail transit in and around Marin County and Sonoma County, California; and

WHEREAS, in connection with readying its facilities for commencement of revenue service, and through the testing of certain of its rail vehicles, certain of the wheels on the SMART rail cars are in need of truing; and

WHEREAS, SMART does not currently own or have access to wheel-truing equipment; and

WHEREAS, UTA has equipment that can wheel tru the equipment wheels/axles of the SMART rail vehicles, with a simple upgrade to UTA's equipment, and UTA is willing to assist SMART with the necessary wheel-truing once that upgrade is completed; and

WHEREAS, it is in the interest of public agencies to work together to provide the best value for the taxpayer funds available.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Services to be Performed. Subject to the terms and conditions of this Agreement, UTA shall perform wheel-truing (the "Work") on the SMART Axles described herein, as more particularly described on the Scope of Work attached hereto and by this reference made a part hereof.

2. SMART Vehicles. UTA will perform the Work on certain rail car wheels owned by SMART, consisting of only multi-axle rail vehicles, further described as Diesel Multiple Units (the "Vehicles").

3. APTA 220 Wheel Profile Program. The parties acknowledge that UTA does not currently have the APTA 220 Wheel Profile Program (the "220 Program") for its wheel-truing equipment; and further acknowledge that the 220 Program will be necessary to complete the Work contemplated hereby. Completion and/or installation of the 220 Program is a condition precedent to UTA's agreement to do the Work.

4. Warranty. The parties acknowledge that some or all of the Work may be eligible as warranty work under SMART's Vehicle warranty with Nippon Sharyo. SMART represents that SMART has obtained and/all necessary consent or approval of the Vehicle manufacturer for UTA to complete the Work on the Vehicles. It shall be the sole responsibility of SMART to make any warranty claims and complete any steps necessary to ensure such eligibility; payment to UTA for the Work shall not in any way be affected by any determination or failure of the Vehicle manufacturer to pay for any part of the Work.

5. Cost and Payment for Work. Payment for the Work shall be made by SMART as follows to UTA:

Cost per Vehicle axle (2 wheels per axle): \$ 815.52

Upon delivery of each SMART Axle, UTA shall perform the Work. After completion of the Work, UTA shall send an invoice for the number of completed axles along with the QA/QC documentation for each Wheel trued. Payment of the all invoices shall be made within thirty (30) days of receipt.

6. Delivery; Control. SMART shall deliver the single axles that are a part of the Vehicles (the "SMART Axles") to UTA's Midvale Rail Service Center (the "UTA Facility"), at 613 West 6960 South, Midvale, Utah, at such time as the parties shall have provided notice, as described in paragraph 9 hereof. SMART shall pay all costs for transportation of the SMART Axles to and from the UTA Facility. SMART shall be deemed to have custody and control of the SMART Axles at all times until the transport truck containing the SMART Axles (or any of them) shall arrive at the UTA Facility and UTA personnel shall commence offloading the SMART Axles from the transport truck. Thereafter, UTA shall have custody and control of those SMART Axles until such time as the Work is completed, and the transport truck has arrived at the UTA Facility. UTA personnel shall load the SMART Axles onto the transport truck; and thereafter the transport company shall be responsible to secure the load on the truck. Custody and control of the SMART Axles shall pass to the transport truck and/or to SMART at such time as the transport company shall commence securing the load.

7. Inspections. Upon delivery of each SMART Axle to the UTA Facility, a UTA representative, and if requested by SMART a SMART representative, shall visually inspect the SMART Axle, to note the condition of the SMART Axle at the time of its delivery. At the time of completion of the Work a SMART representative may return to the UTA Facility to inspect each SMART Axle; a UTA representative and the SMART representative shall again visually

inspect the axle to confirm its condition. Shipment of each SMART Axle from the UTA Facility shall constitute acceptance of the condition of the SMART Axle.

8. Notices. At such time as UTA is ready to commence the Work, UTA shall notify SMART in writing. Thereafter, SMART and UTA shall communicate regarding the timing for delivery of the SMART Axles and finalize the delivery schedule. Any notice required or permitted to be given by either party to the other shall be in writing and shall be deemed to have been duly given when (a) delivered personally, (b) by e-mail with a follow-up hard copy by regular U.S. Mail, or (c) sent by certified mail, return receipt requested, in a postage paid envelope addressed to the party at the address set out below:

UTA Bryan V. Sawyer
Utah Transit Authority
Manager of Technical Services and QA
2264 South 900 West
Salt Lake City, UT 84119
Bsawyer@rideuta.com

SMART Husani "H" Longstreet
Superintendent of Vehicle Maintenance
Sonoma-Marín Area Rail Transit (ROC)
3748 Regional Parkway
Santa Rosa, CA 95403
Hlongstreet@sonomamarintrain.org

9. Term. This Agreement shall commence on execution hereof, and unless further extended by the parties hereto, shall terminate on the earlier of (a) completion of the Work and delivery of all SMART Axles to the control of SMART, or (b) January 1, 2017.

10. Miscellaneous. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any relating to the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought. With respect to the parties' respective rights or remedies under this Agreement, this Agreement shall be governed by the laws of the State of Utah. Should a dispute relating to this Agreement arise between the parties warranting the filing of a legal action, either party may pursue available legal remedies in a Utah state or federal court in Salt Lake County, Utah. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each of the individuals signing this Agreement on behalf of the parties warrants that he/she is duly and properly authorized to execute this Agreement on behalf of his/her respective entity.

IN WITNESS WHEREOF, the parties have executed this Agreement. This Agreement is effective on the date both parties' authorized representatives have signed this Agreement.

UTAH TRANSIT AUTHORITY

By [Signature]
Title High Tech Services / OIT

By [Signature]
Title Acting Light Rail General Manager

Approved as to form:

[Signature]
UTA Legal

SONOMA-MARIN AREA
RAIL TRANSIT DISTRICT

By [Signature]
Title CFO

By ERIN McGRATH
Title CFO

Approved as to form:

[Signature]
SMART Legal

EXHIBIT

SCOPE OF WORK

UTA will tru each Wheel in accordance with the requested APTA 220 wheel profile. UTA will provide with each Wheel the serial number, pre-truing data and post-truing data. Any defects from the pre-truing inspection will be noted as well as any necessary measurements for such items as shelling, flats, and narrow flanges.



CONTRACT ROUTING FORM

Department * Supply Chain

Existing Contract? Yes

New Contract Number 19-03125

Contract Section

Procurement

Board Review Date * 08/21/2019

Document Type * Pre-Procurement

Requisition # Original
7077, 7078, 7079, 7080,
7081 and 7082

Please upload the necessary documents here		
Requisition 7077 Bulk Fuel 2020-2024.pdf		381.68KB
Requisition 7078 Bulk Fuel 2020-2024.pdf		343.61KB
Requisition 7079 Bulk Fuel 2020-2024.pdf		331.95KB
Requisition 7080 Bulk Fuel 2020-2024.pdf		359.15KB
Requisition 7081 Bulk Fuel 2020-2024.pdf		348.3KB
Requisition 7082 Bulk Fuel 2020-2024.pdf		344.27KB

Contract Title * Bulk Fuel Purchases for Diesel and Unleaded Gasoline for all locations

Contractor Name * To Be Determined

Description / Purpose * This is a procurement to contract with a bulk fuel provider for all UTA locations. The current bulk fuel contract expires on 12/31/2019. We will procure a supplier for the purchase of bulk fuel for all diesel and unleaded fuel needs for all six locations that dispense fuel for revenue and non-revenue vehicles.

This will be an RFP procurement and selection will be based on technical criteria and price.

Contract Administrator * Motes, Brian

Project Manager * Bingham, Troy

Base Contract Effective Dates * Beginning
1/1/2020

* Ending
12/31/2024

Contract Type * Goods

Procurement Method * RFP (Best-value)

Number of Responding Firms

\$ Value of Next Lowest Bidder

Base Contract Term (Months) * 59

Contract Options (Months) * 0

Option to Renew? * Yes
 No

Extension Start Date

End Date

Financial Section

Procurement

Existing Contract Value	Amendment Amount	New/total Contract Value *
\$ 0.00	\$ 0.00	\$ 110,641,996.85
Qty	Unit Price \$	Annual/One-Time Value
		\$ 110,641,996.85

Attachment Copy of
2018
Unleaded
and Diesel 120....
Fuel
Expenses...

Is the amount an estimate?* Yes No

How was the estimate calculated?* This estimate was calculated by Troy Bingham adding estimated increased use of fuels for the business over the next five years. Please see the attached file for addition details of the estimate.

Is the amount a one-time purchase or annual recurring purchase?* One-time Recurring

Account Code* 3100.5040
1.90,
3300.5040
1.90,
3900.5040
1.90,
3400.5040
1.90,
3200.5040
1.90 and
4600.5040
1.90

Capital Project Code NA

Budgeted?* Yes
 No

Funding Source* Local

Budget amount* \$ 110,641,996.85

Will this contract require support from another department?* Yes No

Is the other department(s) aware of this contract and the required support?* Yes No N/A

Has the Qualified Health Insurance Certificate been verified?* Yes No N/A

Approval Section

1)Legal/Compliance Review* Bell, Mike

2)Accounting Approval Needed?* Yes No 2)Accounting Review* Steele, Bryan

3)Risk Approval Needed?* Yes No

4)IT Approval Needed?* Yes No

5)Add Additional Approval?* Yes No

6)Manager/Program Manager* Bingham, Troy 7)Dir, Sr. Mgr, or RGM* Cumins, Donald E

8)Chief* Cumins, Donald E 9)Executive Director* Meyer, William Steven

Board Approval Required Board Approval Date

Print this page

REQUISITION FOR PURCHASE-RSS

Requisition Number 7077 OU **Department** 3100 BUS MAINTENANCE-
MEADOWBROOK

Requested By 1474088 Bingham, Troy
Request Date

Date 8/7/20

Title 2020-2024 Bulk Fuel

Justification § What the item or service is, in plain language with enough detail that someone not familiar with the item can understand what you're asking for.

5-Year contract for bulk Diesel and Unleaded fuel for the 6 facilities that dispense fuel to revenue and non-revenue vehicles at UTA.

§ The reason why this item or service is needed, what problem it will solve, what will happen if it's not procured, etc.

Fuel is the second largest expense at UTA outside of personnel cost, so not procuring fuel would stop all non-CNG and electric operated vehicles at UTA, except Vanpool which purchases gas through a gas card monitored by Vanpool

§ What procurement method will be used and how UTA can ensure best value?

Invitation for Bid *RF*

§ The unit(s) and total cost.

2020 2021 2022 2023 2024

Total MB 5,825,233.15 6,116,494.81 6,422,319.55 6,743,435.53
7,080,607.31

MOBU 2,689,255.93 2,823,718.72 2,964,904.66 3,113,149.89
3,268,807.39

RS 1,237,632.04 1,299,513.64 1,364,489.32 1,432,713.79
1,504,349.47

SLBU 1,127,064.90 1,183,418.15 1,242,589.05 1,304,718.51
1,369,954.43

TIMP 1,888,305.27 1,982,720.53 2,081,856.56 2,185,949.38
2,295,246.85

WS 7,255,921.76 7,618,717.85 7,999,653.74 8,399,636.43
8,819,618.25

20,023,413.04 21,024,583.70 22,075,812.88 23,179,603.52
24,338,583.70

§ Whether the item or service is in the approved budget and whether there are remaining resources in the budget to cover the expense.

Fuel is factored in the Transit Financial Plan as a calculation of the total modal expenses

REQUISITION FOR PURCHASE-RSS

§ What ongoing operational costs or obligations will be generated by the item and whether those costs are within the approved budget?

N/A

Line	Description	Qty	UoM	Unit Price	Extended	Line Status	Account Number	Subledger-Type	Percent
1.000	2020 Diesel Fuel	2026595	GA	2.5300	5,127,285.35	Approved	3100.50401.90		100.0000
2.000	2021 Diesel Fuel	2127924	GA	2.5300	5,383,647.72	Approved	3100.50401.90		100.0000
3.000	2022 Diesel Fuel	2234320	GA	2.5300	5,652,829.60	Approved	3100.50401.90		100.0000
4.000	2023 Diesel Fuel	2346037	GA	2.5300	5,935,473.61	Approved	3100.50401.90		100.0000
5.000	2024 Diesel Fuel	2463338	GA	2.5300	6,232,245.14	Approved	3100.50401.90		100.0000
6.000	2020 Unleaded Fuel	204394	GA	3.3800	690,851.72	Approved	3100.50402.91		100.0000
7.000	2021 Unleaded Fuel	214613	GA	3.3800	725,391.94	Approved	3100.50402.91		100.0000
8.000	2022 Unleaded Fuel	225344	GA	3.3800	761,662.72	Approved	3100.50402.91		100.0000
9.000	2023 Unleaded Fuel	236611	GA	3.3800	799,745.18	Approved	3100.50402.91		100.0000
10.000	2024 Unleaded Fuel	248442	GA	3.3800	839,733.96	Approved	3100.50402.91		100.0000

Approval History

Process ID	Line No.	Approver Number and Name	Approver Action Taken	Date and Time Updated
879	Order Level	3153 Simpson, Lorin	Approved	8/7/2019 200017
879	Order Level	1440978 Cumins, Donald E	Approved	8/8/2019 143450
879	Order Level	4835 Meyer, William Steven	Approved	8/8/2019 193601

REQUISITION FOR PURCHASE-RSS

Requisition Number 7078 OU **Department** 3300 BUS MAINTENANCE- MT
OGDEN

Requested By 1474088 Bingham, Troy
Request Date

Date 8/7/201

Title 2020-2024 Bulk Fuel

Justification

§ What the item or service is, in plain language with enough detail that someone not familiar with the item can understand what you're asking for.

5-Year contract for bulk Diesel and Unleaded fuel for the 6 facilities that dispense fuel to revenue and non-revenue vehicles at UTA.

§ The reason why this item or service is needed, what problem it will solve, what will happen if it's not procured, etc.

Fuel is the second largest expense at UTA outside of personnel cost, so not procuring fuel would stop all non-CNG and electric operated vehicles at UTA, except Vanpool which purchases gas through a gas card monitored by Vanpool

§ What procurement method will be used and how UTA can ensure best value?

Invitation for Bid *RFP*

§ The unit(s) and total cost.

2020 2021 2022 2023 2024

Total MB 5,825,233.15 6,116,494.81 6,422,319.55 6,743,435.53
7,080,607.31

MOBU 2,689,255.93 2,823,718.72 2,964,904.66 3,113,149.89
3,268,807.39

RS 1,237,632.04 1,299,513.64 1,364,489.32 1,432,713.79
1,504,349.47

SLBU 1,127,064.90 1,183,418.15 1,242,589.05 1,304,718.51
1,369,954.43

TIMP 1,888,305.27 1,982,720.53 2,081,856.56 2,185,949.38
2,295,246.85

WS 7,255,921.76 7,618,717.85 7,999,653.74 8,399,636.43
8,819,618.25

20,023,413.04 21,024,583.70 22,075,812.88 23,179,603.52
24,338,583.70

§ Whether the item or service is in the approved budget and whether there are remaining resources in the budget to cover the expense.

Fuel is factored in the Transit Financial Plan as a calculation of the total modal expenses

REQUISITION FOR PURCHASE-RSS

§ What ongoing operational costs or obligations will be generated by the item
and whether those costs are within the approved budget?
N/A

Line	Description	Qty	UoM	Unit Price	Extended	Line Status	Account Number	Subledger-Type	Percent
1.000	2020 Bulk Diesel Fuel	1051088	GA	2.4900	2,617,209.12	Approved	3300.50401.90		100.0000
2.000	2021 Bulk Diesel Fuel	1103642	GA	2.4900	2,748,068.58	Approved	3300.50401.90		100.0000
3.000	2022 Bulk Diesel Fuel	1158824	GA	2.4900	2,885,471.76	Approved	3300.50401.90		100.0000
4.000	2023 Bulk Diesel Fuel	1216765	GA	2.4900	3,029,744.85	Approved	3300.50401.90		100.0000
5.000	2024 Bulk Diesel Fuel	1277604	GA	2.4900	3,181,233.96	Approved	3300.50401.90		100.0000
6.000	2020 Bulk Unleaded Fuel	21836	GA	3.3300	72,713.88	Approved	3300.50402.91		100.0000
7.000	2021 Bulk Unleaded Fuel	22928	GA	3.3300	76,350.24	Approved	3300.50402.91		100.0000
8.000	2022 Bulk Unleaded Fuel	24074	GA	3.3300	80,166.42	Approved	3300.50402.91		100.0000
9.000	2023 Bulk Unleaded Fuel	25278	GA	3.3300	84,175.74	Approved	3300.50402.91		100.0000
10.000	2024 Bulk Unleaded Fuel	26542	GA	3.3300	88,384.86	Approved	3300.50402.91		100.0000

Approval History

Process ID	Line No.	Approver Number and Name	Approver Action Taken	Date and Time Updated	
880	Order Level	4445 Colman, Andres	Approved	8/7/2019	162151
880	Order Level	1440978 Cumins, Donald E	Approved	8/8/2019	143427
880	Order Level	4835 Meyer, William Steven	Approved	8/8/2019	193417

REQUISITION FOR PURCHASE-RSS

Requisition Number 7079 OU Department 3900 PARATRANSITMAINT - RIVERSIDE

Requested By 1474088 Bingham, Troy
Request Date

Date 8/7/201

Title 2020-2024 Bulk Fuel

Justification

§ What the item or service is, in plain language with enough detail that someone not familiar with the item can understand what you're asking for.

5-Year contract for bulk Diesel and Unleaded fuel for the 6 facilities that dispense fuel to revenue and non-revenue vehicles at UTA.

§ The reason why this item or service is needed, what problem it will solve, what will happen if it's not procured, etc.

Fuel is the second largest expense at UTA outside of personnel cost, so not procuring fuel would stop all non-CNG and electric operated vehicles at UTA, except Vanpool which purchases gas through a gas card monitored by Vanpool

§ What procurement method will be used and how UTA can ensure best value?
Invitation for Bid *RFP*

§ The unit(s) and total cost.
2020 2021 2022 2023 2024

Total MB 5,825,233.15 6,116,494.81 6,422,319.55 6,743,435.53
7,080,607.31

MOBU 2,689,255.93 2,823,718.72 2,964,904.66 3,113,149.89
3,268,807.39

RS 1,237,632.04 1,299,513.64 1,364,489.32 1,432,713.79
1,504,349.47

SLBU 1,127,064.90 1,183,418.15 1,242,589.05 1,304,718.51
1,369,954.43

TIMP 1,888,305.27 1,982,720.53 2,081,856.56 2,185,949.38
2,295,246.85

WS 7,255,921.76 7,618,717.85 7,999,653.74 8,399,636.43
8,819,618.25

20,023,413.04 21,024,583.70 22,075,812.88 23,179,603.52
24,338,583.70

§ Whether the item or service is in the approved budget and whether there are remaining resources in the budget to cover the expense.

Fuel is factored in the Transit Financial Plan as a calculation of the total modal expenses

REQUISITION FOR PURCHASE-RSS

§ What ongoing operational costs or obligations will be generated by the item and whether those costs are within the approved budget?

N/A

Line	Description	Qty	UoM	Unit Price	Extended	Line Status	Account Number	Subledger-Type	Percent
1.000	2020 Bulk Diesel Fuel	189253	GA	2.3700	448,529.61	Approved	3900.50401.90		100.0000
2.000	2021 Bulk Diesel Fuel	198716	GA	2.3700	470,956.92	Approved	3900.50401.90		100.0000
3.000	2022 Bulk Diesel Fuel	208651	GA	2.3700	494,502.87	Approved	3900.50401.90		100.0000
4.000	2023 Bulk Diesel Fuel	219084	GA	2.3700	519,229.08	Approved	3900.50401.90		100.0000
5.000	2024 Bulk Diesel Fuel	230038	GA	2.3700	545,190.06	Approved	3900.50401.90		100.0000
6.000	2020 Bulk Unleaded Fuel	234584	GA	3.3600	788,202.24	Approved	3900.50402.91		100.0000
7.000	2021 Bulk Unleaded Fuel	246313	GA	3.3600	827,611.68	Approved	3900.50402.91		100.0000
8.000	2022 Bulk Unleaded Fuel	258629	GA	3.3600	868,993.44	Approved	3900.50402.91		100.0000
9.000	2023 Bulk Unleaded Fuel	271560	GA	3.3600	912,441.60	Approved	3900.50402.91		100.0000
10.000	2024 Bulk Unleaded Fuel	285138	GA	3.3600	958,063.68	Approved	3900.50402.91		100.0000

Approval History

Process ID	Line No.	Approver Number and Name	Approver Action Taken	Date and Time Updated
878	Order Level	1724 Beveridge, CherryLA	Approved	8/7/2019 150344
878	Order Level	1440978 Cumins, Donald E	Approved	8/8/2019 140957
878	Order Level	4835 Meyer, William Steven	Approved	8/8/2019 193510

REQUISITION FOR PURCHASE-RSS

Requisition Number 7080 OU Department 3400 BUS MAINTENANCE- CENTRAL

Requested By 1474088 Bingham, Troy
Request Date

Date 8/7/20

Title 2020-2024 Bulk Fuel

Justification

§ What the item or service is, in plain language with enough detail that someone not familiar with the item can understand what you' re asking for.

5-Year contract for bulk Diesel and Unleaded fuel for the 6 facilities that dispense fuel to revenue and non-revenue vehicles at UTA.

§ The reason why this item or service is needed, what problem it will solve, what will happen if it' s not procured, etc.

Fuel is the second largest expense at UTA outside of personnel cost, so not procuring fuel would stop all non-CNG and electric operated vehicles at UTA, except Vanpool which purchases gas through a gas card monitored by Vanpool

§ What procurement method will be used and how UTA can ensure best value?
Invitation for Bid *RFP*

§ The unit(s) and total cost.
2020 2021 2022 2023 2024

Total MB	5,825,233.15	6,116,494.81	6,422,319.55	6,743,435.53	7,080,607.31
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MOBU	2,689,255.93	2,823,718.72	2,964,904.66	3,113,149.89	3,268,807.39
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RS	1,237,632.04	1,299,513.64	1,364,489.32	1,432,713.79	1,504,349.47
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SLBU	1,127,064.90	1,183,418.15	1,242,589.05	1,304,718.51	1,369,954.43
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TIMP	1,888,305.27	1,982,720.53	2,081,856.56	2,185,949.38	2,295,246.85
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WS	7,255,921.76	7,618,717.85	7,999,653.74	8,399,636.43	8,819,618.25
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	20,023,413.04	21,024,583.70	22,075,812.88	23,179,603.52	24,338,583.70
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§ Whether the item or service is in the approved budget and whether there are remaining resources in the budget to cover the expense.

Fuel is factored in the Transit Financial Plan as a calculation of the total modal expenses

§ What ongoing operational costs or obligations will be generated by the item

REQUISITION FOR PURCHASE-RSS

and whether those costs are within the approved budget?

N/A

Line	Description	Qty	UoM	Unit Price	Extended	Line Status	Account Number	Subledger-Type	Percent
1.000	2020 Bulk Diesel Fuel	416407	GA	2.5000	1,041,017.50	Approved	3400.50401.90		100.0000
2.000	2021 Bulk Diesel Fuel	437228	GA	2.5000	1,093,070.00	Approved	3400.50401.90		100.0000
3.000	2022 Bulk Diesel Fuel	459089	EA	2.5000	1,147,722.50	Approved	3400.50401.90		100.0000
4.000	2023 Bulk Diesel Fuel	482044	GA	2.5000	1,205,110.00	Approved	3400.50401.90		100.0000
5.000	2024 Bulk Diesel Fuel	506146	GA	2.5000	1,265,365.00	Approved	3400.50401.90		100.0000
6.000	2020 Bulk Unleaded Fuel	25386	GA	3.3900	86,058.54	Approved	3400.50402.91		100.0000
7.000	2021 Bulk Unleaded Fuel	26655	GA	3.3900	90,360.45	Approved	3400.50402.91		100.0000
8.000	2022 Bulk Unleaded Fuel	27988	GA	3.3900	94,879.32	Approved	3400.50402.91		100.0000
9.000	2023 Bulk Unleaded Fuel	29399	GA	3.3900	99,662.61	Approved	3400.50402.91		100.0000
10.000	2024 Bulk Unleaded Fuel	30857	GA	3.3900	104,605.23	Approved	3400.50402.91		100.0000

Approval History

Process ID	Line No.	Approver Number and Name	Approver Action Taken	Date and Time Updated
888	Order Level	3153 Simpson, Lorin	Approved	8/9/2019 182407
888	Order Level	1440978 Cumins, Donald E	Approved	8/9/2019 183502
888	Order Level	4835 Meyer, William Steven	Approved	8/9/2019 183858

REQUISITION FOR PURCHASE-RSS

Requisition Number 7081 OU **Department** 3200 BUS MAINTENANCE-TIMPANOGOS

Requested By 1474088 Bingham, Troy
Request Date

Date 8/7/201

Title 2020-2024 Bulk Fuel

Justification § What the item or service is, in plain language with enough detail that someone not familiar with the item can understand what you're asking for.
 5-Year contract for bulk Diesel and Unleaded fuel for the 6 facilities that dispense fuel to revenue and non-revenue vehicles at UTA.
 § The reason why this item or service is needed, what problem it will solve, what will happen if it's not procured, etc.
 Fuel is the second largest expense at UTA outside of personnel cost, so not procuring fuel would stop all non-CNG and electric operated vehicles at UTA, except Vanpool which purchases gas through a gas card monitored by Vanpool
 § What procurement method will be used and how UTA can ensure best value?
 Invitation for Bid *RFP*
 § The unit(s) and total cost.
 2020 2021 2022 2023 2024

Total MB	5,825,233.15	6,116,494.81	6,422,319.55	6,743,435.53
	7,080,607.31			
MOBU	2,689,255.93	2,823,718.72	2,964,904.66	3,113,149.89
	3,268,807.39			
RS	1,237,632.04	1,299,513.64	1,364,489.32	1,432,713.79
	1,504,349.47			
SLBU	1,127,064.90	1,183,418.15	1,242,589.05	1,304,718.51
	1,369,954.43			
TIMP	1,888,305.27	1,982,720.53	2,081,856.56	2,185,949.38
	2,295,246.85			
WS	7,255,921.76	7,618,717.85	7,999,653.74	8,399,636.43
	8,819,618.25			
	20,023,413.04	21,024,583.70	22,075,812.88	23,179,603.52
	24,338,583.70			

§ Whether the item or service is in the approved budget and whether there are remaining resources in the budget to cover the expense.
 Fuel is factored in the Transit Financial Plan as a calculation of the total modal expenses

REQUISITION FOR PURCHASE-RSS

§ What ongoing operational costs or obligations will be generated by the item and whether those costs are within the approved budget?

N/A

Line	Description	Qty	UoM	Unit Price	Extended	Line Status	Account Number	Subledger-Type	Percent
1.000	2020 Bulk Diesel Fuel	752431	GA	2.5000	1,881,077.50	Approved	3200.50401.90		100.0000
2.000	2021 Bulk Diesel Fuel	790052	GA	2.5000	1,975,130.00	Approved	3200.50401.90		100.0000
3.000	2022 Bulk Diesel Fuel	829555	GA	2.5000	2,073,887.50	Approved	3200.50401.90		100.0000
4.000	2023 Bulk Diesel Fuel	871033	GA	2.5000	2,177,582.50	Approved	3200.50401.90		100.0000
5.000	2024 Bulk Diesel Fuel	914584	GA	2.5000	2,286,460.00	Approved	3200.50401.90		100.0000
6.000	2020 Bulk Unleaded Fuel	2801	GA	3.3900	9,495.39	Approved	3200.50402.91		100.0000
7.000	2021 Bulk Unleaded Fuel	2941	GA	3.3900	9,969.99	Approved	3200.50402.91		100.0000
8.000	2022 Bulk Unleaded Fuel	3088	GA	3.3900	10,468.32	Approved	3200.50402.91		100.0000
9.000	2023 Bulk Unleaded Fuel	3242	GA	3.3900	10,990.38	Approved	3200.50402.91		100.0000
10.000	2024 Bulk Unleaded Fuel	3404	GA	3.3900	11,539.56	Approved	3200.50402.91		100.0000

Approval History

Process ID	Line No.	Approver Number and Name	Approver Action Taken	Date and Time Updated
881	Order Level	1471672 DeLaMare-Schaefer, Mary	Approved	8/12/2019 160154
881	Order Level	1440978 Cumins, Donald E	Approved	8/12/2019 175031
881	Order Level	4835 Meyer, William Steven	Approved	8/12/2019 180956

REQUISITION FOR PURCHASE-RSS

Requisition Number 7082 OU Department 4600 COMMUTER RAIL VEHICLE
MAINT

Requested By 1474088 Bingham, Troy
Request Date

Date 8/7/20

Title 2020-2024 Bulk Fuel

Justification

§ What the item or service is, in plain language with enough detail that someone not familiar with the item can understand what you're asking for.

5-Year contract for bulk Diesel and Unleaded fuel for the 6 facilities that dispense fuel to revenue and non-revenue vehicles at UTA.

§ The reason why this item or service is needed, what problem it will solve, what will happen if it's not procured, etc.

Fuel is the second largest expense at UTA outside of personnel cost, so not procuring fuel would stop all non-CNG and electric operated vehicles at UTA, except Vanpool which purchases gas through a gas card monitored by Vanpool

§ What procurement method will be used and how UTA can ensure best value?

Invitation for Bid

RFP

§ The unit(s) and total cost.

2020 2021 2022 2023 2024

Total MB 5,825,233.15 6,116,494.81 6,422,319.55 6,743,435.53
7,080,607.31

MOBU 2,689,255.93 2,823,718.72 2,964,904.66 3,113,149.89
3,268,807.39

RS 1,237,632.04 1,299,513.64 1,364,489.32 1,432,713.79
1,504,349.47

SLBU 1,127,064.90 1,183,418.15 1,242,589.05 1,304,718.51
1,369,954.43

TIMP 1,888,305.27 1,982,720.53 2,081,856.56 2,185,949.38
2,295,246.85

WS 7,255,921.76 7,618,717.85 7,999,653.74 8,399,636.43
8,819,618.25

20,023,413.04 21,024,583.70 22,075,812.88 23,179,603.52
24,338,583.70

§ Whether the item or service is in the approved budget and whether there are remaining resources in the budget to cover the expense.

Fuel is factored in the Transit Financial Plan as a calculation of the total modal expenses

REQUISITION FOR PURCHASE-RSS

§ What ongoing operational costs or obligations will be generated by the item and whether those costs are within the approved budget?

N/A

Line	Description	Qty	UoM	Unit Price	Extended	Line Status	Account Number	Subledger-Type	Percent
1.000	2020 Bulk Diesel Fuel	2898961	GA	2.5000	7,247,402.50	Approved	4600.50401.90		100.0000
2.000	2021 Bulk Diesel Fuel	3043909	GA	2.5000	7,609,772.50	Approved	4600.50401.90		100.0000
3.000	2022 Bulk Diesel Fuel	3196104	GA	2.5000	7,990,260.00	Approved	4600.50401.90		100.0000
4.000	2023 Bulk Diesel Fuel	3355910	GA	2.5000	8,389,775.00	Approved	4600.50401.90		100.0000
5.000	2024 Bulk Diesel Fuel	3523705	GA	2.5000	8,809,262.50	Approved	4600.50401.90		100.0000

Approval History

Process ID	Line No.	Approver Number and Name	Approver Action Taken	Date and Time Updated
894	Order Level	3110 Cardon, Bruce	Approved	8/9/2019 191148
894	Order Level	1440978 Cumins, Donald E	Approved	8/12/2019 142529
894	Order Level	4835 Meyer, William Steven	Approved	8/12/2019 181024



FARES ROUTING SHEET

Department: Fares Contract Number: _____

CONTRACT SECTION

Fares

Document Type (Drop Down) Pre-Approval Contract Approval

Contract Admin: Kensey Kunkel

Originator: Andrea Packer

Institution/Partner: Sugar House Festival

Type of Agreement: Contract Letter of Agreement Other* Email confirmation between Amy and Andrea
*Description of Other

Dates of Service: 8/31/2019 8/31/2019
Start Date End Date

Basis for Negotiation: This is a request by Amy Fowler, SLC Council Member. Donated fare will encourage people to use the S-Line to get to the event which will minimize local traffic in the area. It is an opportunity to get people unfamiliar with the S-Line to try it.

Purpose/Description: In support of the festival UTA will not require a fare on the S-Line for the day of this event. UTA will receive the following sponsorship in return for the donated fare.

Sponsorship Level
Sputnik: \$2,500

- Logo on website
- Logo included on event signage
- Acknowledgment at event stage throughout the event
- 2 Social media spotlights
- Spotlight on business feature at Sugar House Community Council
- 6 entries in to Beehive Sports cornhole tournament

FINANCE SECTION

Fares

Total Revenue: \$3,888 Receivable Donated

Is amount an estimate? Yes No

Account Code: N/A

Attachments: Yes No

Basis for Calculation: 1,296 - Saturday Average APC Boardings in Aug. 2018
Increased Event Ridership - Additional 20%
Fare Rate - \$2.50 per Boarding
1,555 X \$2.50 = \$3,887.50

APPROVAL SECTION

	Route to?	Name	Signature
Legal/Compliance	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Mike Bell</u>	
Risk	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<u>David Pitcher</u>	_____
Manager/Program Manager	<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>-</u>	_____
Dir., Sr. Mgr., or RGM	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Andrea Packer</u>	
Chief	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Nichol Bourdeaux</u>	
Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Steve Meyer</u>	
Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Ostler, Jana (Board Manager)

From: Morton, Monica (Fares Director)
Sent: Thursday, August 15, 2019 12:02 PM
To: Royle, Annette (Director of Strat Board Opns); Ostler, Jana (Board Manager)
Cc: Kunkel, Kensey (Mgr Business Development-Sales)
Subject: FW: Sugar House Back Yard Bash

From: "Fowler, Amy" <Amy.Fowler@slcgov.com>
Date: August 12, 2019 at 4:37:48 PM MDT
To: "Packer, Andrea (Communications Director)" <APacker@rideuta.com>
Cc: "Bourdeaux, Nichol (Chief Comms & Marketing Officer)" <NBourdeaux@rideuta.com>, Dayna McKee <dmckee3313@gmail.com>
Subject: Re: Sugar House Back Yard Bash

Hi Andrea,

Thank you so much for your email. We are looking forward to the potential partnership with UTA! Congrats on the roll-out of the new routes today too, by the way! So awesome.

Anyway, yes, you will be recognized at the Sputnik level. The only change is that we may not have t-shirts. This is the first year of the event and we are still working out the kinks, which includes the t-shirts. However, if you would like to have a booth at the event where you can have HIVE sign-ups and information about the new routes, and what's to come, then we would be happy to include the price of a booth.

Thank you again for your support.

Please let me know if there is anything else you need.

Best,

AMY N. FOWLER
SALT LAKE CITY COUNCIL
DISTRICT 7

From: "Packer, Andrea (Communications Director)" <APacker@rideuta.com>
Date: Monday, August 12, 2019 at 3:03 PM
To: "Fowler, Amy" <Amy.Fowler@slcgov.com>
Cc: "Bourdeaux, Nichol (Chief Comms & Marketing Officer)" <NBourdeaux@rideuta.com>
Subject: FW: Sugar House Back Yard Bash

Hi Amy,

We are preparing to take this request to the Board of Trustees for approval next week. Below is what we have calculated the value would be to provide free fare on the S-Line for the day. In exchange, can you confirm that UTA will receive recognition at the \$2,500 Sputnik sponsorship level?

1,296 - Saturday average boardings in Aug. 2018
Increased Event Ridership - Additional 20% = 1,555 boardings
Fare Rate - \$2.50 per Boarding
 $1,555 \times \$2.50 = \$3,887.50$

Please let me know if you have any questions.



Andrea M. Packer

Communications Director

Utah Transit Authority

801.287.2288 (Office)

801.231.4048 (Mobile)

apacker@rideuta.com

669 W. 200 S.

Salt Lake City, UT 84101

www.rideuta.com



FARES ROUTING SHEET

Department: Fares Contract Number: _____

CONTRACT SECTION

Fares

Document Type (Drop Down) Pre-Approval Contract Approval

Contract Admin: Kensey Kunkel

Originator: Andres Colman

Institution/Partner: Brigham City, Box Elder County Governments

Type of Agreement: Contract Letter of Agreement Other* _____

Dates of Service: 9/7/2019 (Start Date) to 9/7/2019 (End Date)

Basis for Negotiation: Supporting this event and its 35,000 attendees has been a great community involvement opportunity and a chance to partner with Brigham City, and Box Elder County. It is also a valuable employee engagement opportunity for our team.

Purpose/Description: UTA has been supporting Peach Days with planning and transportation since 2006. 2018 was a record year with 3300 riders using our shuttles. In 2019 we recommend providing the 2 traditional shuttle routes from the USU Brigham City Campus to the east and west sides of the event, transport runners to the start line of the 10k race, and enter a Trolley Bus in the Parade.

FINANCE SECTION

Fares

Total Revenue: \$1,980 Receivable Donated

Is amount an estimate? Yes No

Account Code: N/A

Attachments: Yes No

Basis for Calculation

EVENT	Peach Days		
# OF BUSES REQUIRED	<u>3</u>		
	QTY	RATE	TOTAL (QTY x Rate)
VEHICLE MILES	<u>370</u>	\$ 1.17	\$ 432.90
OPERATIONAL HOURS	<u>36</u>	\$ 41.59	\$ 1,497.24
OTHER*	<u>1</u>	\$ 50.00	\$ 50.00
ESTIMATED VALUE			\$ 1,980.14

*Explanation of Other: Water and Snacks for the crew

APPROVAL SECTION

	Route to?	Name	Signature
Legal/Compliance	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Mike Bell</u>	
Risk	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>David Pitcher</u>	
Manager/Program Manager	<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>-</u>	
Dir., Sr. Mgr., or RGM	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Andres Coleman</u>	
Chief	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Eddy Cummins</u>	
Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Steve Meyer</u>	
Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		



FARES ROUTING SHEET

Department: Fares Contract Number: _____

CONTRACT SECTION

Fares

Document Type (Drop Down) Pre-Approval Contract Approval

Contract Admin: Kensey Kunkel

Originator: Andrea Packer

Institution/Partner: Salt Lake City

Type of Agreement: Contract Letter of Agreement Other* _____
*Description of Other

Dates of Service: _____
Start Date End Date

Basis for Negotiation: SLC approached UTA with interest in promoting ridership on routes with increased service.

Purpose/Description: SLC will sponsor the fare for routes 9, 21, and 2. The number of days they will sponsor the fare is not yet determined.

FINANCE SECTION

Fares

Total Revenue: \$5,962 per Day Receivable Donated

Is amount an estimate? Yes No

Account Code: 1000.40304ALL

Attachments: Yes No

Basis for Calculation: UTA calculated a ridership estimate using EFC and APC data. Because of limited data, UTA did not deduct ridership for children 5 and under, those riding free, or discounted riders and to balance this no increase in ridership from the promotion was added. Below are the per day calculations.

5,314 - Route 9, 21, 2 Weekday Average APC Boardings in Sept. 2018
 2,929 - Route 9, 21, 2 Average ECO/ED Boardings
 Fare Rate - \$2.50 per Boarding
 5,314 - 2,929 = 2,385 X \$2.50 = \$5,962.50

APPROVAL SECTION

	Route to?		Name	Signature
Legal/Compliance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Mike Bell</u>	
Risk	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>David Pitcher</u>	
Manager/Program Manager	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>-</u>	
Dir., Sr. Mgr., or RGM	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Andrea Packer</u>	
Chief	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Nichol Bourdeaux</u>	
Executive Director	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Steve Meyer</u>	
Board Approval	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		

UTAH TRANSIT AUTHORITY
2019 Budget - Fourth Amendment - Operating
August 21, 2019

Exhibit A

		2019 Amended Budget July 31, 2019	Capital Development Project Manager	Micro Transit Pilot	Customer Service position	Bus Operations Training Support Specialist	Procurement & Contracts Specialist Position	2019 Amended Budget August 21, 2019
Revenue								
1	Sales Tax	\$ 308,861,000						\$ 308,861,000
2	Federal Preventative Maintenance	66,188,000						66,188,000
3	Passenger Revenue	53,420,000						53,420,000
4	Advertising	2,467,000						2,467,000
5	Investment Income	8,582,000						8,582,000
6	Other Revenues	3,933,000						3,933,000
7	Salt Lake City	3,468,649						3,468,649
8	Salt Lake County (S-Line)	500,000						500,000
9	Utah County	1,670,000						1,670,000
10	Motor Vehicle Registration to UDOT	2,400,000						2,400,000
11	Total Revenue	451,489,649	-	-	-	-	-	451,489,649
Operating Expense								
12	Bus	104,572,517						104,572,517
13	Commuter Rail	29,168,782						29,168,782
14	Light Rail	50,048,000						50,048,000
15	Paratransit Service	23,085,277						23,085,277
16	Rideshare/Vanpool	3,541,000						3,541,000
17	Operations Support	48,576,676			100,100	25,400	36,000	48,738,176
18	General & Administrative	34,328,342		925,000			(36,000)	35,217,342
19	Salt Lake City service	-						-
20	Salt Lake County service	5,479,000	(60,300)	(925,000)	(100,100)	(25,400)		4,368,200
21	Total Operating Expense	298,799,594	(60,300)	-	-	-	-	298,739,294
Non-Operating Expense								
22	Planning/Real Estate/TOD/Major Program Development	5,687,737	60,300					5,748,037
23	Total Non-operating Expense	5,687,737	60,300	-	-	-	-	5,748,037
Debt Service								
24	Principal and Interest	121,678,000						121,678,000
25	Contribution to Early Debt Retirement Reserve	23,403,318						23,403,318
26	Contribution to Reserves	1,921,000						1,921,000
27	Total Debt Service and Reserves	147,002,318	-	-	-	-	-	147,002,318
28	Total Expense	\$ 451,489,649	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 451,489,649

2019 Budget Amendment #4

Detailed Operating Budget Reallocation Information

1. **Reallocation from Salt Lake County Service to Non-operating for the addition of one position (\$60,300).** Adds a Project Manager position in the Capital Development department to assist with additional capital work being funded through the Salt Lake County fourth-quarter sales tax.

2. **Reallocation from Salt Lake County Service to Innovative Mobility Services (\$925,000).** Transfers \$925,000 from Salt Lake County service to Innovative Mobility Services for the micro transit pilot program. These funds will cover the costs of the micro transit service (\$800,000) in 2019 as well as promotional work (\$125,000).

3. **Reallocation from Salt Lake County Service to Customer Service for the addition of two position (\$100,100).** Adds two Customer Service positions (\$50,100) and customer service support software (\$50,000) which provides text/email to customers who opt-in to specific route information.

4. **Reallocation from Salt Lake County Service to Culture and Talent Development for the addition of one Bus Operations Training Support Specialist (\$25,400).** Adds one position to handle administrative duties so that the three trainers can focus more of their time on training to meet a 20% increase in the number of annual trainees.

5. **Reallocation from Legal to Supply Chain – Purchasing for the addition of one Procurement & Contracts Specialist position (\$36,000).** As part of the realignment of work previously performed by UTA’s legal counsel, the Attorney General’s Office and UTA agreed that administrative work associated with contracts would be transferred to UTA’s Supply Chain Office. This reallocation moves one headcount from Legal to Supply Chain.