

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

Wednesday, November 20, 2019, 9:00 a.m.
Utah Transit Authority Headquarters
669 West 200 South, Salt Lake City, Utah
Golden Spike Conference Rooms



- | | |
|---|---|
| 1. Call to Order & Opening Remarks | Chair Carlton Christensen |
| 2. Pledge of Allegiance | Chair Carlton Christensen |
| 3. Safety First Minute | Sheldon Shaw |
| 4. Public Comment Period | Bob Biles |
| 5. Consent Agenda: <ul style="list-style-type: none">a. Approval of November 6, 2019 Board Meeting Minutesb. Exception to UTA Policy 6.5.05 - Relocation | Chair Carlton Christensen |
| 6. Agency Report <ul style="list-style-type: none">a. Bond Refunding and New Money Issuance | Carolyn Gonot |
| 7. Contracts, Disbursements and Grants <ul style="list-style-type: none">a. Contract: Auto Body and Collision Repair (Advanced Auto Body and Valley Collision)b. Contract: Employee Holiday Gift Cards (Harmons)c. Change Order: Advertising Contract Extension (R&R Partners)d. Change Order: Depot District Tech Center Phase 2 (Big D)e. Sub-Recipient Grant Agreement: FTA Section 5310 Grant for Vehicle Purchase (TURN Community Services)f. Pre-Procurement<ul style="list-style-type: none">i. Bus Stop Real-time Digital Signs | Eddy Cumins
Todd Mills
Andrea Packer
Mary DeLoretto
Eddy Cumins
Todd Mills |
| 8. Service and Fare Approvals <ul style="list-style-type: none">a. Sponsored Fare Agreement Amendment 1 with Farmington City Corporation for the Lagoon/Station Park Shuttle (Route 667) | Monica Morton |

- b. Ski Bus Agreements for the 2019-20 Ski Season (Alta Ski Lifts Company; Brighton Resort LLC; Salt Lake Convention and Visitors Bureau; Snowbird Resort LLC; Solitude Mountain Ski Area; and Sundance Resort) Monica Morton
 - c. Fare Contract: The Church of Jesus Christ of Latter-day Saints ECO Pass Monica Morton
 - d. Fare Contract: Zions Bankcorporation ECO Pass Monica Morton
- 9. Discussion Items**
- a. Draft UTA Fares Policy Monica Morton
 - b. South Salt Lake County Microtransit Pilot Launch Jaron Robertson and
Andrea Packer
- 10. Other Business** **Chair Carlton Christensen**
- a. Next meeting: December 4, 2019 at 9:00 a.m.
- 11. 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. To be distributed to the Board of Trustees prior to the meeting or be included in the meeting minutes, online or email comments must be received by 2:00 p.m. the day before the meeting.

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.

Housekeeping is Safekeeping



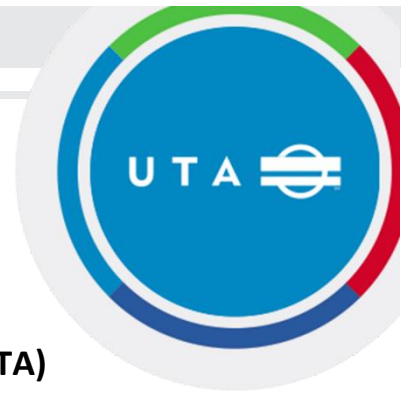


MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: November 20, 2019

SUBJECT:	Approval of November 6, 2019 Board Meeting Minutes
AGENDA ITEM TYPE:	Approval
RECOMMENDATION:	Approve the minutes of the November 6, 2019 Board of Trustees meeting
BACKGROUND:	A regular meeting of the UTA Board of Trustees was held on Wednesday, November 6, 2019 at 9:00 a.m. at UTA Headquarters. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the Utah Public Notice Website and video feed is available on You Tube at https://www.youtube.com/results?search_query=utaride
ATTACHMENTS:	1) 2019-1106 Minutes_Board Meeting_unapproved



**Minutes of the Meeting
of the
Board of Trustees of the Utah Transit Authority (UTA)
held at UTA FrontLines Headquarters located at
669 West 200 South, Salt Lake City, Utah
November 6, 2019**

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 9:01 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 Sheldon Shaw, UTA Acting Safety & Security Manager, for a brief safety message.

Public Comment Period. No public comment was given. It was noted that online comment received for the meeting was distributed to the board prior to the meeting and will be included as an appendix to the minutes of the meeting.

Approval of October 30, 2019 Board Meeting Minutes. A motion to approve the October 30, 2019 Board Meeting Minutes was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

Agency Report. Carolyn Gonot, UTA Executive Director, summarized the work associated with Phase 2 Amendment 11 – Sandy Multi-Use Path Reinforced Concrete Box on the TIGER grant project. She reminded attendees that the executive director was previously given authority

through board action to execute Phase 2 construction amendments for the grant as long as the amendments stay within the project budget.

Ms. Gonot also spoke about her participation in the Utah Clean Cities clean air event at the Utah State Capital earlier in the week.

R2019-11-01 Resolution Approving the Title VI Fare Equity Analysis for the MAX Line Ticket Vending Machine Removal. Andrew Gray, UTA Civil Rights Compliance Officer – Title VI & DBE, was joined by Lorin Simpson, UTA Regional General Manager – Salt Lake Business Unit, and Monica Morton, UTA Fares Director. Staff explained that it would like to eliminate ticket vending machines (TVMs) along the 35M (MAX) route and reviewed the Title VI analysis associated with the removal. Discussion ensued. Questions on cash payments, communication to customers regarding the TVM removal, access to translation services, timeline for removal, preferred fare payment media, and advertisement of accepted fare media were posed by the board and answered by staff.

A motion to approve R2019-11-01 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.

Contracts, Disbursements, and Grants.

Disbursement: Light Rail Parts (Siemens Mobility). Bob Biles, UTA Chief Financial Officer, described the disbursement, which authorizes payment of invoices generated using UTA's forecasted inventory for light rail parts. Discussion ensued. A question on identifying a mechanism for an annual approval for this type of expenditure was posed by the board and answered by Mr. Biles.

A motion to approve the disbursement was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

Pre-Procurements. Todd Mills, UTA Senior Supply Chain Manager, stated the agency intends to issue requests for proposal on the following:

- i. New design bus stop signs
- ii. Contracted paratransit services in Utah, Box Elder, Weber, and Davis counties

New Design Bus Stop Signs. Mr. Mills was joined by G.J. LaBonty, UTA Manager of Customer Experience. Mr. LaBonty displayed a proposed bus stop sign. Discussion ensued. Questions on feedback from the Committee on Accessible Transportation,

options in signage to assist the blind, company contact information included on the signs, sign size, and replacement of existing signs were posed by the board and answered by staff.

Contracted Paratransit Services in Utah, Box Elder, Weber, and Davis Counties.

Mr. Mills explained the intent to procure paratransit services under a two-year contract with six one-year extension options. Questions on the length of the term and ability to terminate the contract were posed by the board and answered by Mr. Mills.

Grant: Pilot Program for Transit-Oriented Development Planning (Federal Transit Administration). Mary DeLoretto, UTA Acting Chief Service Development Officer, spoke about a grant opportunity to provide funding for comprehensive station area planning work associated with a Capital Investment Grant-eligible capital project, new fixed guideway project, or core capacity improvement. UTA intends to apply for grants for 1) planning work from Provo to the Springville, Spanish Fork and Payson future stations and 2) potential new stations in Draper City and Lehi City along the Point of the Mountain corridor. Discussion ensued. A question on the application timeline was posed by the board and answered by Ms. DeLoretto.

Service and Fare Approvals.

Fare Contract: Fidelity Investments ECO Pass. Ms. Morton requested approval of a standard ECO pass contract with Fidelity Investments. Discussion ensued. A question on changes from the previous contract was posed by the board and answered by Ms. Morton.

A motion to approve the fare contract was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

Fare Contract: Salt Lake County ECO Pass. Ms. Morton requested approval of a standard ECO pass contract with Salt Lake County.

A motion to approve the fare contract was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

Fare Contract: Wage Works ECO Pass. Ms. Morton requested approval of a standard ECO pass contract with Wage Works. Discussion ensued. A question on price points for the contracts presented in today's meeting was posed by the board and answered by Ms. Morton.

A motion to approve the fare contract was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

Discussion Items.

Pension Committee Update. Trustee Millington summarized the report given by Cambridge Associates to the UTA pension committee on the agency's pension portfolio. He also spoke about information on the pension financial statements provided by Advance CFO. Trustee Millington reported the fund weathered the 2018 fourth quarter downturn and is doing well. Discussion ensued. Questions on retirement contribution rates and adequacy of funds contributed by the agency to pension savings were posed by the board and answered by Trustee Millington and Mr. Biles.

Ski Bus Contract Pricing. Ms. Morton was joined by Mr. Simpson and Andres Colman, UTA Regional General Manager – Mt. Ogden Business Unit. Staff delivered a presentation on the background of ski service, resolution passed by the previous board authorizing pricing for ski service, contract types used with resorts, revenue received through contracts, operating costs, challenges and opportunities associated with ski service contracts, and recommendations for 2019-2020 ski season agreements. Discussion ensued. Questions on ski service ridership, service in Davis County, and start dates for 2019 ski service were posed by the board and answered by staff.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, November 20, 2019 at 9:00 a.m.

Adjournment. The meeting was adjourned at 10:03 a.m. by motion.

Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority
cgriffiths@rideuta.com
801.237.1945

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/567903.html> for entire content.

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

APPENDIX

**Online Public Comment
to the
Board of Trustees of the Utah Transit Authority (UTA)
Board Meeting
November 6, 2019**

Received November 5, 2019 from George Chapman:

I encourage the Board to recognize that drivers are paid less than living wage in SLC (\$17.77/hr for 30% housing a few years ago) and the Board should plan for a minimum of \$20 an hour for drivers. UTA has a 50% turnover of drivers in the first year. That should be the focus of the next budget.

I am concerned about the perception that is being pushed that the SLC bus service expansions are exceptional. 1 to 3% increase for weekdays is not exceptional. Weekend increases for route 9 is a percentage instead of a number and that is important since route 9 did not used to have Sunday service. It is like saying DUIs in Sugar House are up 900%. That statement means nothing without the real numbers.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Kim S. Ulibarri, Chief People Officer
PRESENTER(S):

BOARD MEETING DATE: November 20, 2019

SUBJECT:	Exception to UTA Policy 6.5.05 - Relocation
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Authorize the Executive Director to approve an exception to the relocation policy that requires repayment if an employee voluntarily terminates within 24 months of relocating.
BACKGROUND:	<p>This is a request for exception to UTA's relocation policy, which requires employees who receive relocation assistance, and voluntarily terminate within 24 months of relocating, to reimburse UTA for relocation allowance received.</p> <p>In this case, an employee relocated from another state in March 2018 and was provided \$5,000 in relocation expenses. The employee took an FMLA covered leave this summer, which has since been exhausted, and was placed on an additional leave of absence as an ADA reasonable accommodation. At that point it was uncertain if and when the employee would return to work. The employee resigned 10/17/2019, five months short of fulfilling the required 24 months in job. Resigning allowed UTA to refill the position permanently versus hold the position open longer while the employee continued on leave.</p>
DISCUSSION:	The intent of 6.5.5 is to incentivize relocated employees to stay long enough for UTA to recoup its investment and discourage employees from taking a job elsewhere. In this instance, the employee has not sought, nor is seeking other employment, just unable to work due to health.
ALTERNATIVES:	Require the previous employee to repay UTA the \$5000. This would be a hardship on this employee due to the circumstances of termination.
FISCAL IMPACT:	The \$5000 has already been spent in a previous budget year therefore there is no impact on the 2019 budget.
ATTACHMENTS:	N/A



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
FROM: Carolyn Gonot, Executive Director
PRESENTER(S): Carolyn Gonot, Executive Director

BOARD MEETING DATE: November 20, 2019

SUBJECT:	Agency Report
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
DISCUSSION:	<p>Carolyn Gonot, UTA Executive Director will report on recent activities of the agency and other items of interest, including;</p> <ul style="list-style-type: none">• Bond Refunding and New Money Issuance



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Eddy Cumins, Chief Operating Officer
PRESENTER(S): Eddy Cumins, Chief Operating Officer

BOARD MEETING DATE: November 20, 2019

SUBJECT:	Auto Body and Collision Repair (Advanced Autobody and Valley Collision)
AGENDA ITEM TYPE:	Expense Contract
RECOMMENDATION:	Approve award and authorize Executive Director to execute 5-year contract with Advanced Auto Body and Valley Collision in the amount of \$520,000.
BACKGROUND:	Vanpool agreements include cost of insurance and maintenance repairs. These contracts are between UTA and Advanced Auto Body and Valley Collision for auto body and collision repairs. Utilizing these contracts will help decrease repair time and reduce cost on unpredictable repairs.
DISCUSSION:	<p>This is a best value procurement. UTA's evaluation committee deemed it advantageous to award a contract to two vendors based on shop sizes and UTA's potential needs. Work will be divided between the shops based on each vendor's current workload, and the discretion of the project managers. Vehicles covered under these contracts include UTA's white fleet, Vanpool/rideshare leased vehicles, and third party claimants against UTA's insurance. This 5-year contract with Advanced Auto Body and Valley Collision is \$104,000 annually, bringing the total 5-year contract amount to \$520,000.</p> <p>Contracts will commence upon approval and have a term of 5-years with no options. These contracts will be utilized on an as needed basis and contain no financial obligations unless UTA has a need for in-scope repairs. Contract pricing is based on a discount for labor and parts. Contract totals are based on historical repair expenditures and budget allotment.</p>

CONTRACT SUMMARY:	Contractor Name: Advanced Auto Body and Valley Collision	
	Contract Number: 19-03031	Existing Contract Value:
	Base Contract Effective Dates: Upon Signing to 10/31/2024	Extended Contract Dates:
	Amendment Amount: NA	New/Total Amount Contract Value: \$520,000.00
	Procurement Method: Contract	Funding Sources: Local
ALTERNATIVES:	Vanpool and white fleet vehicles would remain in disrepair or need to be removed from service following accidents.	
FISCAL IMPACT:	The requested amount is budgeted in the proposed 2019 and 2020 vanpool operating budget.	
ATTACHMENTS:	1) Contract 19-03031 Advanced Auto Body, Valley Collision	



CONTRACT

19-03031-1 Auto Body and Collision Repair

This contract is between THE UTAH TRANSIT AUTHORITY, a public transit district, organized under the laws of the State of Utah, hereinafter referred to as UTA, and Valley Collision., Hereinafter referred to as Valley or Contractor.

WITNESSETH:

WHEREAS, UTA solicited proposals in Request for Proposal (RFP) 19-03031AB for Auto Body and Collision Repairs.

WHEREAS, Contractor submitted the most advantageous responsive proposal for the services listed herein and now is willing and able to supply said services, and

WHEREAS, UTA accepts Contractor's proposal as proposed in RFP, modifications accepted in negotiations and this contract have the services provided as identified herein.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration as set forth herein, it is agreed between the parties:

1. **CONTRACT PERFORMANCE:** Contract performance shall be from contract signing through and including October 31st, 2024
2. **PRICE:** The price to be paid by UTA for the services identified herein is as offered by Contractor in RFP 19-02292 and the modifications accepted in negotiations as accepted in the attached Acceptance of Offer/Award of Contract.
3. **TERMS AND CONDITIONS:** Statement of work and/or requirements contained in the RFP and any amendments thereto shall take precedence over anything contained in the Contractor's proposal or offer. Any terms or conditions contained in the contractor's offer which is in conflict with a term or condition contained in the RFP shall be considered null and void.

Legal Order of Precedence

The Order of Precedence for this contract is as follows:

1. UTA Contract Terms
2. UTA Solicitation Terms
3. UTA Project Specifications
4. Contractor's Bid or Proposal
5. Contractor proposed terms or conditions

Service	Valley Collision
Labor-Body/Dent repair PER HOUR	\$ 40.00
Labor- Painting PER HOUR	\$ 40.00
Labor-Mechanical/Electrical 2/3	\$ 75.00
OEM and Aftermarket Parts-Discount 1/3	11%
Paint Product discount	15%
Based on Clarification made 7/29	15% is discount off paint 36.00 an hour door rate.

PROPOSAL DECLARATIONS, OFFER, AND ACCEPTANCE 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 acknowledge receipt of the following addenda to this RFP:

Addendum No.____ Date_____ Initial _____

Addendum No.____ Date_____ Initial _____

Addendum No.____ Date_____ Initial _____

Addendum No.____ Date_____ Initial _____

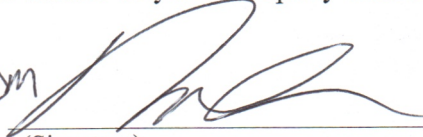
Failure to acknowledge receipt of all addenda may cause the Bid to be rejected as non-responsive.

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

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

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 RFP (including any amendments), for the price set forth on Contractor's Bid Form. Signature must be by an officer of your company authorized to bind your company in contractual matters.

<u>Dan Spingon - Valley Collision DM</u> (Contractor's Name)	 (Signature)
<u>2521 S. 300 W</u> (Contractor's Address)	<u>Dan Spingon</u> (Print Name)
<u>Salt Lake City UT 84115</u>	
<u>801-602-0006</u> (Contractor's Phone Number)	<u>owner</u> (Title)
<u>dan@valleycollision.com</u> (Contractor's Email Address)	<u>03 June 19</u> (Date)
<u>82-4335574</u> (Contractor's EIN)	

B. UTA'S ACCEPTANCE

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

_____ UTA Representative / Title	_____ UTA Representative / Title
_____ (Date)	_____ (Date)

Approved as to Form
UTA Compliance Officer



CONTRACT
19-03031-2 Auto Body and Collision Repair

This contract is between THE UTAH TRANSIT AUTHORITY, a public transit district, organized under the laws of the State of Utah, hereinafter referred to as UTA, and G&R Corporation DBA Advanced Auto Body., Hereinafter referred to as Advanced or Contractor.

WITNESSETH:

WHEREAS, UTA solicited proposals in Request for Proposal (RFP) 19-03031AB for Auto Body and Collision Repairs.

WHEREAS, Contractor submitted the most advantageous responsive proposal for the services listed herein and now is willing and able to supply said services, and

WHEREAS, UTA accepts Contractors proposal as proposed in RFP, modifications accepted in negotiations and this contract have the services provided as identified herein.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration as set forth herein, it is agreed between the parties:

1. **CONTRACT PERFORMANCE:** Contract performance shall be from contract signing through and including October 31st, 2024
2. **PRICE:** The price to be paid by UTA for the services identified herein is as offered by Contractor in RFP 19-02292 and the modifications accepted in negotiations as accepted in the attached Acceptance of Offer/Award of Contract.
3. **TERMS AND CONDITIONS:** Statement of work and/or requirements contained in the RFP and any amendments thereto shall take precedence over anything contained in the Contractor's proposal or offer. Any terms or conditions contained in the contractor's offer which is in conflict with a term or condition contained in the RFP shall be considered null and void.

Legal Order of Precedence

The Order of Precedence for this contract is as follows:

1. UTA Contract Terms
2. UTA Solicitation Terms
3. UTA Project Specifications
4. Contractor's Bid or Proposal
5. Contractor proposed terms or conditions

Service	G&R Corporation/ Advanced Auto
Labor-Body/Dent repair PER HOUR	\$ 39.00
Labor- Painting PER HOUR	\$ 39.00
Labor-Mechanical/Electrical 2/3	\$ 75.00
OEM and Aftermarket Parts-Discount 1/3	5%
Paint Product discount	5%

PROPOSAL DECLARATIONS, OFFER, AND ACCEPTANCE 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 acknowledge receipt of the following addenda to this RFP:

Addendum No. <u>1</u>	Date <u>6/18/19</u>	Initial <u>md</u>
Addendum No. <u>2</u>	Date <u>6/18/19</u>	Initial <u>md</u>
Addendum No. <u>3</u>	Date <u>6/18/19</u>	Initial <u>md</u>
Addendum No. <u>4</u>	Date <u>6/18/19</u>	Initial <u>md</u>

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

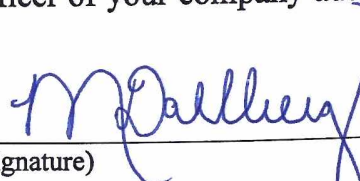
4. Further, this Bid is submitted upon the declaration that I have reviewed the terms and conditions of the RFP, including the Standard Contract Terms, and accept all the terms and conditions stated therein.

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

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 RFP (including any amendments), for the price set forth on Contractor's Bid Form. Signature must be by an officer of your company authorized to bind your company in contractual matters.

Advanced Body & Paint
(Contractor's Name)


(Signature)

2015 W 3500 S West Valley, UT 84119
(Contractor's Address)

Mike Dahlberg
(Print Name)

ADVANCED BODY & PAINT
2015 West 3500 South
West Valley City, Utah 84119

801.973.7949
(Contractor's Phone Number)

owner
(Title)

mike@advancedbandp.com
(Contractor's Email Address)

6/18/19
(Date)

87-0413777
(Contractor's EIN)

B. UTA'S ACCEPTANCE

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

UTA Representative / Title

UTA Representative / Title

(Date)

(Date)

Approved as to Form
UTA Compliance Officer



REQUEST FOR PROPOSALS

Cover Sheet

General Information			
Project Name	Rideshare/Vanpool collision and auto body repair		
Project Description	UTA is seeking multiple contracts to provide collision and auto body repair to Rideshare/Vanpool vehicles, UTA owned Vehicles, and Third part Claimant Vehicles Via UTA's self-insurance program, throughout the UTA service area.		
Contract Type	Labor Hour – Firm Fixed Price plus Negotiated Price discount on parts		
UTA Project Manager	Mike Romero/ Ben Adams		
Project Length	Contract will be for Five (5) consecutive years		
Funding Source	<input checked="" type="checkbox"/> Local	<input type="checkbox"/> State	<input type="checkbox"/> Federal
Procurement Process Information			
RFP No.	19-03031AB		
Contract Administrator	Amanda Burton 669 West 200 South Salt Lake City, Utah 84101 (801) 287-3320 aburton@rideuta.com <i>*Proposers are not to contact other UTA personnel with any questions or clarifications concerning this RFP. The Procurement Department will provide all official communication concerning this RFP. Contacting other UTA personnel regarding this project could result in disqualification.</i>		
Evaluation Criteria:	<ul style="list-style-type: none"> • Demonstrated Ability to Perform the Work • Experience and Qualifications in Providing Required Service • Price of Labor and parts discounts • Location of shop • Warranty • Ability to support Loaner car program 		
This is a best value procurement where quality is more important than price. Quality factors are listed in descending order of importance. Quality factors will be rated on a qualitative basis. See Part 2 for more information on the proposal content and rating method.			
RFP Schedule: Check Sciquest for important dates and times			

Proposal Contents	
Cover pages, table of contents, resumes, the Price Proposal, and required forms	
Submittal Instruction <ul style="list-style-type: none"> All communication and proposals must be submitted online at https://solutions.scquest.com/apps/Router/Login?OrgName=StateOfUtah&URL= 	
Required Forms To be considered responsive, Proposals must include those additional forms, declarations, and certifications marked with an X, below:	
X	Proposal Declarations, Offer and Acceptance Form
X	Cover sheet with Company information
X	All prerequisites on Scquest.
X	All questions answered on Scquest
X	Proposal uploaded to scquest with all evaluation criteria addressed

REQUEST FOR PROPOSALS

Part 1 – Project Specific Information

GENERAL OVERVIEW

Utah Transit Authority is requesting proposals from highly reputable and experienced firms to provide UTA with all contracted collision and auto body repair on Rideshare/Vanpool program vehicles, UTA owned vehicles and third party claimant vehicles via UTA's self-insurance program. UTA Rideshare/Vanpool program provides vans, staff support, maintenance, fuel and insurance to groups who commute together. The key element of the program includes, a comprehensive preventative maintenance schedule, full utilization of standard warranty coverage and customer service responsiveness. UTA is self-insured and average 160 in third party accident claims a year. UTA has 620 UTA vehicles of several different makes and models. Awarded contractors will collaborate with UTA, third party claimants and Rideshare/Vanpool users to help ensure the success of the program by maximizing vehicle reliability and minimizing downtime and cost. Contract period is five (5) years, Labor firm fixed price with price discount on parts. UTA anticipates to award to multiple vendors based on categories of service and servicing area. Award winning vendor(s) will be expected to perform contracted collision and auto body repairs on all potential vehicles in the awarded areas.

UTA's primary goals in fulfillment of this solicitation include:

- a) Have vendors strategically located to perform all collision and auto body repairs as needed.
- b) Ensure best value, quality and consistency of repairs.
- c) Avoid confusion of program users on where to take vehicles.

Contract Term:

UTA seeks, firm fixed priced Labor contract with price discount on parts for a term of five (5) years. Proposals shall be valid for 90-days after proposal due date. If UTA accepts the proposer's prices during that 90-day period, the proposed price may not be adjusted for 18 months. After which, the Contractor must submit their request for discount adjustments in writing and provide documentation from suppliers to support any adjustment requests. Price adjustments will not be retroactive; ordering prices will not be changed until the adjustments are approved by UTA by written change order. UTA warrants it will consider requests for price adjustments within a reasonable time from date of receipt; contractor warrants that it will not delay delivery of items pending price changes. All price modifications are subject to the approval of UTA. If price increases are not mutually acceptable, UTA may cancel the contract. Requests shall be emailed to aburton@rideuta.com.

Explanation of the Price:

UTA expects competitive pricing, with a minimal mark up on parts and labor and be billed at time rates outlined by the CCC1, Audatex, Mitchel's or equivalent book time or agreed upon pricing. The cost

submitted by proposers shall be the full and total cost to complete the services in accordance with the specifications listed in this RFP. Anything omitted from such specifications, which are clearly necessary, shall be considered a portion of such cost although not directly specified or called for in the specifications. Proposer should describe any payment discounts available. UTA will not be responsible for or pay for any costs, charges or fees not included or identified in the proposal.

Procurement Cards: UTA may be using Purchasing Cards for purchases made under any resulting contract(s). By submitting an offer, the contractor certifies that it can accept purchasing cards as a normal course of business. No additional fees or charges will be charged because of the use of a purchasing card. UTA currently uses the MasterCard Purchasing Card from Wells Fargo.

Quantity: Quantities shown on the bid schedule are estimated quantities only. UTA reserves the right to purchase an amount more or less should UTA's requirements increase or decrease during the term of the contract period. There is no minimum order quantity or dollar amounts required. Amount of work will vary based on the geographic area.

SCOPE OF WORK: Any exceptions to this scope of work will need to be clearly stated in the proposal Contract(s) awarded under this RFP will give UTA flexibility in obtaining vendor(s) to provide collision and auto body repairs to our Rideshare/Vanpool fleet, UTA owned vehicles and third party claimant vehicles via UTA's self-insurance program. Auto body repairs include but are not limited to, dent repair, glass replacement/repair, painting all or portions of vehicles, bents parts, straightened and reinforcements.

UTA currently has approximately 475 rideshare/vanpool vehicles.

The Fleet currently consists of the following vehicle Makes and Models:

Ford E-350 Econoline vans
Ford Transit passenger vans
Chevrolet 3500 and 2500 passenger vans
Toyota Sienna vans

We currently have 583 insured vehicles of different makes and models.

UTA may need a free loaner or rental car in the case of third party claimants. Please specify how your company can handle those cases.

Proposer's Responsibilities

Overall responsibilities of the successful firm will include the following:

- (a) Fast and efficient work on all vehicles
- (b) Collaborate effectively with designated UTA personnel.
- (c) Provide sufficient staffing to ensure timely service of repairs.
- (d) Grade "A" Customer Service ensuring courteous and honest service to both UTA personnel and fleet/insurance users.

- (e) Uphold UTA’s safety standards and all OSHA requirements.
- (f) Must have a warranty program. Please include in your proposal.
- (g) Contractor(s) shall be responsible for maintaining complete vehicle repair records including warranty work on all vehicles worked on by contractor and records shall be available to UTA upon request.
- (h) All body shop technicians are I-car trained.
- (i) Body shop is fully equipped with state of the art collision repair technology.
- (j) Shop utilizes LKQ and aftermarket replacement parts for vehicles more than one model year old, when these parts are available. All other parts used must be Original Equipment Manufacturer OEM or equivalent.
- (k) All incidentals, materials, shop supplies and charges shall be included in service provider’s hourly rate.
- (l) Contractor must obtain authorization from UTA personnel before proceeding with any repair.
- (m) Provide repair estimates prior to any work being performed.
- (n) Once work is completed contractor will notify UTA of completion so they can coordinate pick up.
- (o) Have an invoice system capable of including the UTA vehicle number, mileage, the contract number, and contracted price.
- (p) Take steps to ensure no materials are left in vehicles as a result of the service. Taking all reasonable steps to safeguard vehicles and shall accept all liability in the event that a UTA vehicle sustains damage while in the care and custody of contractor.
- (q) Provide Loaner cars for the claimants as needed

Service Locations:

Areas of service needed
Salt Lake County: Salt Lake City South Salt Lake City West Valley
Weber County: Ogden Brigham City Logan
Utah County: Spanish Fork Payson
Toole County: Toole

Inspection of Contractor Facility(s): UTA reserves the right to conduct on-site inspections of contractors place of business prior to award of the agreement and anytime thereafter during the life of the contract. UTA representative may also inspect repairs as they are conducted to ensure compliance with agreement. Contractor shall not subcontract any part of the agreement to another supplier without the written permission of UTA.

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



REQUEST FOR PROPOSALS

Part 2 – Procurement Process Information

PROPOSAL CONTENT

All proposals must be submitted electronically on Sciqwest. All Prerequisites and questions must be answered completely.

Rating of proposals

The scoring will be done based upon how well the proposal meets the evaluation criteria.

Category	Considerations
Demonstrated Ability to Perform the Work	<ul style="list-style-type: none"> • Experience • History of success • Operating Hours • Number of working bays • State of the Art Equipment
Experience and Qualifications in Providing Required Service	<ul style="list-style-type: none"> • Vendor references • Any certification vendor has and can submit • Number of ASE certified employees • Past Performance with UTA or agency of similar nature • I-Car Trained Technicians
Price of Labor and Part Discounts	<ul style="list-style-type: none"> • Part discounts • Price of Labor

Location	<ul style="list-style-type: none">• Service areas
Warranty	<ul style="list-style-type: none">• What is the life of the warranty on all products and supplies• Process for warranty recovery
Ability to support UTA loaner car program	<ul style="list-style-type: none">• Approach to loaner program.• Any experiences with a program similar to this
Required Forms	<ul style="list-style-type: none">• Proposal Declarations, Offer and Acceptance Form• All prerequisites on Sciquest completed• All questions answered on Sciquest• Proposal uploaded to sciquest with all evaluation criteria addressed



REQUEST FOR PROPOSALS

Part 3 – Standard Terms of Solicitation

A. INSTRUCTIONS TO PROPOSERS

1. Submission of Proposals.

Proposals will be received at UTA, 669 West 200 South, Salt Lake City, UT 84101 by the UTA Contract Administrator, and will be time/date stamped upon receipt at that location. Any Proposal received after the Deadline to Submit Proposals listed on the RFP Cover Sheet will be considered non-responsive. It is the responsibility of the Proposer to ensure that its Proposal arrives at the designated location and person by the specified time.

2. Minimum Standards.

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

3. Proposal Security.

Proposal security in the amount of five percent of the lump sum price, must accompany each Price Proposal that is submitted for the Project. The Proposal security must be presented in the form of a bid bond, certified check or letter of credit.

Any bid bond provided in accordance with this Section must be issued by a surety listed on the United States (US) Department of Treasury's list of approved bonding companies which is published annually in the Federal Register. In addition, any bid bond written for the Project must be written by a surety that is currently licensed to do business in the State of Utah.

Each Proposer understands and agrees that if it should withdraw any part or all of its Proposal within 90 calendar days after the Proposal due date identified in the RFP Cover Sheet without the consent of UTA; should refuse or be unable to enter into the Contract, including failure to complete negotiations with UTA; should refuse or be unable to furnish adequate and acceptable performance and payment bonds; should refuse or be unable to furnish adequate and acceptable insurance, as provided in the Contract; or should refuse or be unable to furnish all information required under this RFP, it shall forfeit its Proposal security.

It is further understood and agreed that to the extent the defaulting Proposer's proposal security proves inadequate to fully recompense UTA, the Proposer shall pay over to UTA the difference between the Proposal security and UTA's total damages, so as to make UTA whole. UTA shall

return certified checks and postal money orders submitted as Proposal security once a Proposal has been eliminated from consideration for award.

4. Confidential, Protected, and Public Information

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

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

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

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

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

5. Submitting Questions to UTA

Questions and Requests for changes to the RFP must be submitted via email on Form Q (Part 5, Forms). All questions must be directed to the Contract Administrator identified on the RFP Cover Sheet. Questions must be received no later than the Deadline to submit Questions and Requests for Changes listed on the RFP Cover Sheet.

UTA's answers to timely questions will be issued by the Contract Administrator no later than the Last day for UTA to issue Addenda and Clarifications, listed on the RFP Cover Sheet. Answers, without attribution, will be issued to all firms or persons that have communicated to the UTA Contract Administrator, in writing, their interest in submitting a Proposal.

6. Requests for Approved Equals or Changes

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

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

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

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

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

7. Addenda to the Request for Proposals

UTA reserves the right to make changes to the RFP, by issuing a written addendum to the RFP which will be issued to all firms or individuals that have communicated to the UTA Contract Administrator, in writing, their interest in submitting a Proposal.

8. Multiple or Alternative Proposals

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

9. Withdrawal of Proposals

A Proposer may withdraw its Proposal before the Proposal due date without prejudice to itself by submitting a written request for its withdrawal to UTA's Grants and Contracts Administrator. If a Proposer withdraws its Proposal prior to the Proposal due date, UTA will return the Proposal

to the Proposer.

10. Cost of Proposals

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

11. Examination of Request for Proposals

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

12. Firm Offer

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

13. Disclosure of Organizational Conflicts of Interest

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

14. No Collusion

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

B. E-VERIFY

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

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

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

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

C. SELECTION PROCESS

1. No Public Opening

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

2. UTA's Procurement Options

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

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

- re-advertise;
- cancel the procurement; or
- elect to otherwise procure the needed services in accordance with UTA policy and procedures.

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

3. Responsibility

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

4. Checking References

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

5. Requests for Clarification

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

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

6. Presentations / Interviews / Problem-Solving Exercises

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

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

7. Competitive Range

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

8. Discussions

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

9. Best and Final Offers

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

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

10. Best Value Determination

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

11. Negotiations

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

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

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

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

12. Notice to Unsuccessful Proposers

Following execution of the Contract between UTA and the successful Proposer, UTA will inform unsuccessful Proposers of the number of Proposals received by UTA and the name of the successful Proposer. UTA will attempt to give this notice promptly after the Contract execution. However, UTA's failure to give this notice will not be deemed to affect the validity of the Contract.

13. Debriefs

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

D. PROTESTS

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

Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101
Attn: Robert Biles, Chief 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, the factual and legal basis for the protest.

The decision of the UTA protest officer may be appealed pursuant to Utah Code Ann. § 63G-6a-1801 *et seq.*



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:** For the duration of any 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 \$2,000,000 per occurrence with an annual aggregate of \$4,000,000. 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: (**"B" = Only Applicable for Professional Service Contracts**)
 - 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 \$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 no less than \$500,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.

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.

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

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.

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.

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

- 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.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Bob Biles, Chief Financial Officer
FROM: Todd Mills, Senior Supply Chain Manager
PRESENTER(S): Todd Mills

BOARD MEETING DATE: November 20, 2019

SUBJECT:	Holiday Gift cards for UTA employees
AGENDA ITEM TYPE:	Expense Contract
RECOMMENDATION:	Approve award and authorize Executive Director to execute the contract with Harmons, Inc. in an amount not to exceed \$315,375.
BACKGROUND:	In prior years, the Executive Team has given the employees of the Utah Transit Authority a Holiday gift card to show appreciation for their hard work and dedication.
DISCUSSION:	<p>An Invitation For Bid (IFB) was published to multiple large grocery stores in the Salt Lake area to provide 2,900 gift cards with a value of \$125 each. This IFB was publicized as an open competitive bid with award of contract based on percentage discount offered in their bid.</p> <p>After a 13-business day publication, the bids were reviewed, and Harmons Inc. was selected as the lowest bidder. Harmons provided the largest discount of 13%.</p> <p>Harmons has been in business for over 87 years and has 18 locations along the Wasatch Front.</p>
ALTERNATIVES:	The Board could choose to not provide the gift cards.
FISCAL IMPACT:	Funding is included in the 2019 budget.
ATTACHMENTS:	Harmons contract

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.

Harmon City Inc.
(Contractor's Name)

Nicole Lengel
(Signature)
Nicole Lengel
(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.

Harmon City Inc.
(Contractor's Name)
3540 S. 4000 W. # 500
(Contractor's Address) WV. UT 84120
801-969-8261
(Contractor's Phone Number)
ferrymcdonald@harmonsgrocery.com
(Contractor's Email Address)
87-0230875
(Contractor's EIN)

Nicole Lengel
(Signature)
Nicole Lengel
(Print Name)
CFO
(Title)
10-30-19
(Date)

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 and Content
Assistant Attorney General
UTA Counsel

Price Form

Supplier Name	Quantity	Value of Gift Card (each)	Cost Prior to Discount	Discount (%)	Value of Discount	Total Cost
<i>Harmon City</i>	2,900	\$125.00	\$362,500.00	13	47125.00	315,375.00

Payment Type Accepted: ACH Credit Card Check

UTA will purchase and pick up the cards **December 7, 2019**. Please confirm that you will be able to have cards available within this time frame.

Card Pickup and Payment Date Acceptable: Yes Y/N



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Nichol Bourdeaux, Chief Communications & Marketing Officer
PRESENTER(S): Andrea Packer, Communications Director

BOARD MEETING DATE: November 20, 2019

SUBJECT: Advertising Contract Extension (R&R Partners)

AGENDA ITEM TYPE: Expense Contract Change Order

RECOMMENDATION: Authorize the Executive Director to extend the advertising contract with R&R Partners for one year to December 31, 2020, pursuant to the original contract which provides for up to three option years.

BACKGROUND: UTA procured services for an advertising agency in 2015 through a full RFP procurement process. R&R was unanimously chosen by the selection committee due to their experience, (specifically in transit), the strength and creativity of their proposal, the experience of the team assigned to our contract, and their competitive cost proposal. R&R Partners and UTA entered into a 4 ½ year contract, with up to three option years available.

The scope of the R&R Partners contract is for Advertising and/or Marketing Campaigns, Branding (including vehicle/fleet designs), and Strategic Creative Design. The scope of the contract does NOT include public relations, social media (unless paid social media as part of a broader campaign), public affairs or government relations.

The annual work performed by R&R Partners is based on the approved UTA PR & Marketing budget, typically in the range of \$1.1 million - \$1.2 million annually. The agency assists UTA in the strategic and creative development of several paid advertising and marketing campaigns such as brand/awareness, back-to-school/Ed Pass, Change Day, new service/route level marketing, Riders License, safety, line/project openings, new service launches, etc..

Under UTA's new Board of Trustees and leadership, the Communications Department with R&R Partners has embarked on a multi-year effort to retool UTA's communications with respect to branding, messaging and tone. This new approach has been incorporated into all of UTA's advertising and marketing campaigns.

DISCUSSION: UTA has procured the services of an outside advertising "agency-of record" for more than two decades. It is a common transit agency practice and UTA has benefited from this practice as a full-service agency provides expertise and a number of specialty functions that UTA does not have internally.

	<p>Past evaluations have found that having these functions in-house are cost prohibitive because they are not needed on a full-time FTE basis throughout the year. This specialized expertise includes the following: creative direction, art direction, design, copywriting, production management, media planning and buying, media trafficking, etc. The staff would like to maintain the consistency of the marketing campaigns and competitive pricing at this time by executing the one-year extension. This would allow for no disruption in the overall communication strategy.</p> <p>Several key communications initiatives are currently underway that will continue into 2020. These include:</p> <ul style="list-style-type: none"> -Branding campaign - year two -UTA's 50th Anniversary -MicroTransit branding, pilot launch, education and marketing - Annual Benchmark Survey (focus groups and telephone survey) <p>The contract with R&R Partners includes a \$36,225 monthly retainer. The retainer is based on UTA's estimate of requiring an average of 315 hours per month, and R&R's proposal of a blended hourly rate of \$115, which is highly competitive. Any hours worked by the Contractor over the 315 hours in a month will be billed by the Contractor at a rate of \$115. UTA would also pay the Contractor for media buys, materials and outside services. The total amount paid to contractor is limited to the "Annual Budget" set by UTA's marketing division for advertising and marketing within the Public Relations & Marketing department and subject to the Annual UTA Budget.</p> <p>The contract excludes the standard agency commission of 15% for paid media purchased. Commissions are standard practice for agencies, so this provides notable savings to UTA.</p>									
CONTRACT SUMMARY:	<p>Contractor Name: R&R Partners</p> <table border="1" data-bbox="380 1236 1563 1661"> <tr> <td data-bbox="380 1236 1002 1316">Contract Number: 15-1205TP</td> <td data-bbox="1002 1236 1563 1316">Existing Contract Value: \$7,650,000</td> </tr> <tr> <td data-bbox="380 1316 1002 1396">Base Contract Effective Dates: July 1, 2015 – December 31, 2019</td> <td data-bbox="1002 1316 1563 1396">Extended Contract Dates: January 1, 2020 – December 31, 2020</td> </tr> <tr> <td data-bbox="380 1396 1002 1583">Amendment Amount: Approximately \$1.2 million dollars. This amount reflects the proposed "Annual Budget" for advertising/marketing within the PR & Marketing Department.</td> <td data-bbox="1002 1396 1563 1583">New/Total Amount Contract Value: \$7,650,000 plus 2020 budget amount (not to exceed \$1,700,000).</td> </tr> <tr> <td data-bbox="380 1583 1002 1661">Procurement Method: RFP selection process</td> <td data-bbox="1002 1583 1563 1661">Funding Sources: UTA funds</td> </tr> </table>		Contract Number: 15-1205TP	Existing Contract Value: \$7,650,000	Base Contract Effective Dates: July 1, 2015 – December 31, 2019	Extended Contract Dates: January 1, 2020 – December 31, 2020	Amendment Amount: Approximately \$1.2 million dollars. This amount reflects the proposed "Annual Budget" for advertising/marketing within the PR & Marketing Department.	New/Total Amount Contract Value: \$7,650,000 plus 2020 budget amount (not to exceed \$1,700,000).	Procurement Method: RFP selection process	Funding Sources: UTA funds
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Procurement Method: RFP selection process	Funding Sources: UTA funds									
ALTERNATIVES:	<p>A new procurement process is required if the initial term of the contract expires. This process would take several months at a key time in the retooling of UTA's branding and strategic communications.</p>									
FISCAL IMPACT:	<p>The funds for the contract are in the proposed 2020 PR & Marketing Department budget.</p>									
ATTACHMENTS:	<p>Attachment 1 - Original contract Attachment 2 – Contract Extension</p>									



November 1, 2019

R&R Partners
Attn: Michael Navarre
837 East South Temple
Salt Lake City, UT 84102

RE: Contract 15-1205TP – Advertising Agency Services

Contract Amendment No. 1

Dear Mr. Navarre:

The purpose of this letter is to amend the current Contract between R&R Partners and Utah Transit Authority (UTA) dated July 1, 2015, Contract Number 15-1205TP. This letter (Amendment No.1) shall exercise the one-year option referenced in the Contract, under section 8, extending the contract from December 31, 2019 thru December 31, 2020. All terms and conditions of this Contract shall continue in full force and effect.

If you agree with the above referenced amendment, please sign on the line indicated below.

UTAH TRANSIT AUTHORITY

R&R PARTNERS, INC.

By: _____ Date: _____
Carolyn M. Gonot
Executive Director

By: _____ Date: _____
Name: _____
Title: _____

By: _____ Date: _____
Nichol Bourdeaux
Chief Comms &Marketing Officer

Approved as to Form and Content

Michael Bell
Assistant Attorney General
UTA Counsel

CC: Andrea Packer



THIS ADVERTISING SERVICE AGREEMENT ("Agreement") is hereby made this 1st day of July 2015 by and between UTAH TRANSIT AUTHORITY, a public transit district organized under Title 17B) Chapter 2a, Part 8, Utah Code Annotated 1953, as amended (hereafter "the Authority"), and R&R Partners, Inc., a Nevada corporation, whose principal place of business in Utah is 837 East South Temple, Salt Lake City, UT 84103 (hereafter the "Contractor.")

RECITALS

- A. On March 23, 2015, the Authority opened sealed proposals for advertising agency services requested by the Authority in its Request for Proposals Number RFP 15-1205TP (the "RFP"), dated March 2, 2015, the RFP is hereby incorporated into this Agreement by this reference;
- B. The Authority wishes to procure such services according to the terms, conditions and specifications set forth in the RFP, as such are modified or supplemented by this Agreement;
- C. The proposal submitted by Contractor (the "Proposal") in response to the RFP was deemed to be the most advantageous to the Authority, the Proposal is hereby incorporated into this Agreement by this reference; and
- D. Contractor is willing to furnish the services set forth in the RFP, as such are modified or supplemented by this Agreement.

AGREEMENT

NOW, THEREFORE, on the stated premises, 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:

1. Services to be Performed by Contractor. The Authority hereby retains Contractor's best efforts to provide professional advertising and marketing services to the Authority as outlined in the RFP and as set forth in this Agreement, under the personal direction and supervision of PR & Marketing Manager. Utilizing the skills and abilities set forth in the RFP shall support the following campaign and activities, which typically include, but may not be limited to, the following:
 - a. Branding/Product Campaign: one (1) main campaign each year. Usually a television campaign with 3-4 spots, running approximately April through November.
 - b. Change Day: occurs three times per year (April, August & November), and usually includes newspaper ads to inform riders about changes to routes and schedules.
 - c. Ed Pass: coordinated with the Regional Marketing Specialists in each of the business units. Typically includes newspaper ads in the college/university papers, running

September through December. May assist the business units with supplemental activities and/or collaterals.

- d. Targeted Campaigns: Identified campaigns for specific products, programs or target audiences. Averages 2-3 campaigns per year, typically 4-6 months in length with paid media.
- e. Examples include Human Resources/Recruitment, major project openings (FrontRunner, BRT) and the Salt Lake Bus Re-Design.
- f. Also includes campaigns to identified target audiences including seniors, multi-ethnic, teens, etc.
- g. Special Events: Periodic support in planning and producing collateral pieces for special events (invitations, banners, programs, etc.) Averages 3-5 events per year.
- h. Bicycle Promotion: Coordinate directly with the Regional Marketing Specialist on annual program to promote biking. Typically takes place 1-2 months each year, and involves support in event planning and the production of collaterals.
- i. Collaterals: Design and production of collaterals for various projects and programs. Averages 3- 5 pieces per year.
- j. Examples include annual report, UTA fact sheets, corporate or project newsletters, etc.

2. Authority to Establish Annual Budget for Services to be Performed under Agreement. Upon the execution of this Agreement and, thereafter, at or prior to the beginning of each subsequent year commencing during the term of this Agreement, the Authority shall establish and deliver to Contractor an annual budget (the "Annual Budget"). The Annual Budget delivered to Contractor will establish the maximum amount payable by the Authority during each respective year for the Services to be performed by Contractor pursuant to this Agreement. In no event, will the Authority be liable for amounts in excess of such Annual Budget unless agreed to in writing by the Authority.

3. Compensation for Contractor's Services. As compensation for the services Contractor shall perform on behalf of the Authority, Contractor shall receive the compensation provided below. Notwithstanding anything contained to the contrary in this Agreement, the total amount of all forms of compensation paid to Contractor during any year as set forth below shall be subject to the limitation imposed by the Annual Budget as set forth in Paragraph 2 of this Agreement.

A. For the Services to be performed by Contractor as set forth in Paragraph 1 of this Agreement, the Authority shall pay Contractor a fixed, lump sum monthly retainer of \$36,225 for the period commencing upon the execution of this Agreement and continuing through the Initial Term and any Renewal Term of this Agreement. The fixed, lump sum retainer is based upon an estimated average of 315 hours per month, the number of hours which the parties anticipate Contractor will expend during contract term allocated on an average monthly basis, multiplied by an average hourly rate of \$115 per hour.

B. Hours worked by Contractor in excess of this estimated average 315 hours per month may be billed at the rate of \$115 per hour. Work performed by Contractor that is projected to exceed the average of 315 hours per month must receive prior written approval from the Authority. The Authority and Contractor will reconcile the hours worked on a quarterly basis and determine appropriate compensation.

- C. The parties shall meet in good faith prior to the end of each year of this Agreement to discuss adjustments to the fees set forth above. The adjustments to be negotiated shall be based on the number of hours estimated to be incurred by Contractor during the upcoming year. In the event that the parties are unable to reach agreement regarding the adjustments to be made for the upcoming year, then Contractor shall continue to perform under the prior year's lump sum rates for the first 120 days of the following year, at which time (if no further adjustment has been agreed upon between the parties) either party may terminate this Agreement upon notice to the other.
- D. In addition to the lump sum monthly fees set forth above, and subject to the Annual Budget, the Authority agrees to compensate Contractor for media time purchased on behalf of the Authority at Contractor's actual net cost. Any earned commissions, cash discounts, refunds or free media time/space will be credited to the Authority and not reimbursed to Contractor. In its invoices to the Authority for such media time, Contractor must provide evidence of the expended net costs in a form sufficient for the Authority to verify Contractor's entitlement to payment of such costs. All media expenditures must be approved by the Authority in writing prior to purchase.
- E. In addition to the lump sum monthly fees set forth above, and subject to the Annual Budget, the Authority agrees to compensate Contractor for the net costs, after deduction of cash discounts, rebates commissions and sales and use taxes, of all materials and services purchased outside Contractor's organization for the Authority on the Authority's account by Contractor. The Authority shall also compensate Contractor for all incidental costs reasonably incurred by Contractor in the performance of the work set forth in this Agreement including, without limitation, copying and reproduction charges, shipping, express mail, long distance charges and similar items. Contractor acknowledges that the Authority is a governmental organization generally exempt from the payment of sales and use taxes pursuant to the Constitution of the State of Utah and by State statute. Contractor will cooperate with the Authority in legally avoiding the payment of sales and use taxes on items purchased for use by the Authority under this Agreement. In its invoices to the Authority for such costs, Contractor must provide evidence of the expended net costs in a form sufficient for the Authority to verify Contractor's entitlement to payment of such costs.
- F. In addition to the lump sum monthly fees set forth above, and subject to the Annual Budget, the Authority agrees to reimburse Contractor for reasonable cash outlays made in connection with travel expenses outside the Authority's service area, provided that such cash outlays are authorized or approved by the Authority in writing.
- G. If the Authority desires services from Contractor other than or in addition to those identified or implied in this Agreement, the compensation to be paid to Contractor shall be agreed to in writing between the parties in advance of the services.

H. The lump sum monthly retainer to be paid under this Paragraph 3 shall be billed in advance to the Authority at the beginning of each month. Contractor will submit to the Authority a statement for expenses incurred pursuant to Paragraph 3 at the end of each month. The Authority agrees to pay amounts properly billed by Contractor within 30 days of its receipt of each statement. A late charge equal to 1% per month may be applied to any amounts not paid within 30 days of the date any amounts to be paid hereunder are due. The parties hereby agree the amount of the late charge is a reasonable estimate of the damages Contractor would suffer, which include Contractor administrative costs and loss of use of such unpaid amounts.

4. Contractor to Exercise Due Care in Performance of Obligations. In its performance of the obligations assumed pursuant to this Agreement, Contractor hereby agrees and covenants to exercise that level of care generally accepted as reasonable and prudent by professionals engaged in services similar to those to be performed hereunder. Without limiting the breadth of this covenant, Contractor agrees as follows:

- A. Contractor shall use its best knowledge and ability to guard against any loss to the Authority though failure of media or suppliers to properly execute their commitments, but Contractor shall not be held responsible for any failure on the part of the media entity.
- B. Contractor shall obtain all necessary releases, licenses, permits or other authorization to use photographs, copyrighted materials, artwork or any other property or rights belonging to third parties to be used on behalf of the Authority. Contractor shall indemnify and hold harmless the Authority from losses resulting from any breach of the covenant set forth in the preceding sentence. Contractor agrees to indemnify and hold harmless the Authority, including its affiliates, and all related entities, from any and all costs and expenses, claims, demands, liabilities, damages, and money judgements, including attorneys' fees (whether incurred in a third party action or in an action brought to enforce this Agreement) arising out of or in any way connective with the creation or development of Works by or for Contractor, including, but not limited to any and all direct or indirect results of Contractor's breach of the warranty contained in this Paragraph 4 hereof. The Authority agrees to indemnify Contractor from all third-party claims which may arise from the use of creative materials supplied by the Authority.
- C. Contractor shall not deliver to the Authority any campaign, advertising material, public relations material or similar work that would be misleading, indecent, libelous, unlawful or otherwise prejudicial to the Authority's interests.
- D. Contractor warrants that Works which it delivers to the Authority pursuant to this Agreement are original, are unencumbered by ownership claims from any third party, and do not and will not violate the rights of any third party.
- E. All information, concepts, ideas, or other materials provided to Contractor by the Authority or which come to be known by Contractor in the course of performing the Services for the

Authority will be maintained by Contractor in complete confidence and Contractor shall not, without the written consent of the Authority, reveal or otherwise make available to any third person any confidential information or trade secrets of the Authority, including information with respect to the Authority's products, business, customers or methods of operation. Contractor will not use materials prepared for the Authority or identify the Authority in materials presented to others without the Authority's prior written approval. This paragraph shall be interpreted consistent with the Utah Governmental Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated 1953, as amended. All documentation, work papers, or other materials evidencing Contractor's work for the Authority ("Work Product") shall belong to the Authority and shall be similarly maintained in confidence. Contractor shall make no use of the Work Product during the Initial Term or any Renewal Term thereafter, except to perform the Services. All information and materials received by Contractor from the Authority and/or Work Product will be returned to the Authority upon request and at no additional cost.

5. Conflicts of Interest. Contractor agrees to devote its best efforts to the Authority's interests, and to endeavor in every reasonable way to assist the Authority in fulfilling its goals, credo and mission statement. Contractor agrees to immediately identify and disclose in complete detail any existing or prospective engagement by another client that could create an actual or potential conflict of interest with respect to Contractor's engagement with the Authority as set forth in this Agreement. Requests for waivers of potential or actual conflicts of interest will be considered on a case by case basis. No waiver will be granted if the subject of the proposed adverse representation involves substantially the same matter in which Contractor has represented the Authority on a closely related matter. If the Authority determines that a conflict of interest exists and refuses to waive the conflict of interest, the Authority shall have the right to terminate the Agreement without further notice to Contractor.

6. Ownership of Materials Produced under Agreement. All rights, title and interest to the Works created or developed by or for Contractor after the date of this Agreement shall belong to the Authority. All copyrightable Works developed by or for Contractor hereunder shall be considered "works for hire" under the Copyright Act, and as such, all right, title and interest therein, including copyright, shall belong to the Authority. To the extent that any Works referenced herein do not qualify as "works for hire," Contractor hereby irrevocably assigns and agrees to irrevocably assign to the Authority and shall require anyone work for Contractor to irrevocably assign to the Authority all rights, title and interest, including copyright in and to such Works. Contractor shall purchase the materials and services required to produce the advertising, marketing, or other communications materials (of whatever form or media) to be prepared by Contractor under this Agreement. All such Works, materials and services, including copyrights, will become the Authority's property (provided that the Authority is not then in default of its payment obligations as set forth in this Agreement) as of the time that such materials are prepared. Contractor or its agents may not withhold such ownership rights by non-acceptance of payment. Contractor retains ownership to any material or ideas offered to and rejected by the Authority, and may submit such rejected material or ideas to other clients provided that such submission does not involve the release or disclosure of the Authority's confidential information, business or methods of operation.

7. Key Personnel. The following individuals have hereby been designated as "key personnel" under this Agreement: Michael Navarre, Group Account Director. Changes in key personnel shall be made only after consultation with the Authority.
8. Term. The term of this Agreement will commence on July 1, 2015 and conclude on December 31, 2019 (the "Initial Term"). The Authority, at its sole option, will have the unilateral right to extend the term provided in this paragraph for three (3) additional, consecutive one-year terms (each a "Renewal Term"). The Authority may exercise its option to extend this Agreement by delivering written notice to Contractor at least ninety (90) days prior to the expiration of the Initial Term. In the event the Authority has exercised its first option to extend the term of this Agreement, and desires to extend the Agreement for an additional one-year term, the Authority may exercise such option by delivery written notice to Contractor at least ninety (90) days prior to the expiration of the first Renewal Term. In the event the Authority has exercised its second option to extend the term of this Agreement, and desires to extend the Agreement for an additional one-year term, the Authority may exercise such option by delivering written notice to Contractor at least ninety (90) days prior to the expiration of the second Renewal Term.
9. Termination of Agreement. This Agreement, and the rights and obligations provided hereunder, may be terminated prior to the expiration of the term(s) only as provided in this paragraph.
 - A. This Agreement may be terminated by either party, with or without cause, upon the party providing forty-five (45) days prior written notice to the other party. Additionally, in the event that the Authority's operating and support funds are terminated or suspended for any reason, or the Authority for any other reason shall terminate its operations on either a permanent or temporary basis, the Authority shall have the right to immediately terminate this Agreement, without liability, by providing written notice to Contractor.
 - B. This Agreement may be terminated by the Authority in the event that the Authority gives notice to Contractor of Contractor's default of a material term or condition of this Agreement and Contractor fails to cure such default within thirty (30) days after receiving written notice of such default from the Authority.
 - C. This Agreement may be terminated by Contractor in the event that Contractor gives notice to the Authority of the Authority's default of a material term or condition of this Agreement and the Authority fails to cure such default within thirty (30) days after receiving written notice of such default from Contractor.
 - D. This Agreement may be terminated as set forth in Paragraph 4.
 - E. This Agreement may be terminated as set forth in Paragraph 5.
 - F. This Agreement may be terminated as set forth in Paragraph 8.

- G. If either party terminates this Agreement as set forth herein, the Authority shall pay to Contractor, within ten (10) days of such termination, all of Contractor's fees and expenses accrued or incurred to and including the date of termination, including any amounts incurred or accrued in connection with work in progress.
10. Contractor an Independent Contractor. The parties agree that Contractor, in the performance of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of the Authority. Neither Contractor nor any of Contractor's employees shall be eligible for any workers' compensation insurance, pension, health coverage or fringe benefits that apply to the Authority's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the Authority on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it will be solely responsible for the payment of all payroll, income and other taxes generally applicable to independent contractors.
11. Insurance Requirements. Within five (5) calendar days of the date of this Agreement, Contractor must provide one or more certificates of insurance (and, at the Authority's request, a copy of the insurance policy) providing proof of Comprehensive General Liability Insurance in the amount of \$2,000,000 per occurrence, \$5,000,000 aggregate, \$2,000,000 products and completed operations aggregate; Automobile Liability Insurance with a minimum of \$1,000,000 combined single limit each accident; and Professional Liability Insurance in the amount of \$2,000,000 each claim, \$5,000,000 annual aggregate. Contractor's insurance policies shall also name the Authority and its affiliates as additional insureds. Contractor must also provide and carry for itself Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of Utah.
12. Indemnification. Each party hereby agrees to protect, defend, release, indemnify and hold the other party harmless from and with respect to any losses, claims, demands, expenses, attorney's fees, costs or judgments which said latter party may sustain, directly or indirectly, as the result of (i) the former party's actions or omissions with respect to the performance of any service required under this Agreement; (ii) the former party's violation or alleged violation of any applicable state, federal or local laws, regulations, ordinances or orders; or (iii) the former party's breach of any provision contained in this Agreement.
13. Maintenance of Records. Contractor shall maintain detailed records of the services performed under this Agreement including an accounting of the hours spent on projects related to this Agreement (including identification of Contractor's personnel engaged in such activities) and a description of the work performed by Contractor under the Agreement. On a quarterly basis, Contractor will provide the Authority with a report summarizing such information, as it pertains to the reporting quarter, in a form mutually acceptable to the parties. Contractor shall also maintain records regarding any and all expenses billed to the Authority pursuant to Paragraph 3 of this Agreement. All records to be maintained by Contractor pursuant to this paragraph shall be maintained for a period of not less than three (3) years following the termination of this Agreement and shall be available for inspection by the Authority, or any employee, auditor, or other agent or designee of the Authority at all times upon reasonable notice. The records kept by Contractor and the reports

furnished to the Authority will be utilized in the annual negotiation of lump sum fees as described in Paragraph 3 of this Agreement.

14. Assignment and Subcontracting. Contractor shall not be permitted to assign or delegate any rights or obligations under this Agreement without the prior written approval of the Authority. In the event that Contractor subcontracts a portion of the services as provided herein, Contractor will be responsible for ensuring that its subcontractor or subcontractors comply with all of the terms and provisions for this Agreement and, notwithstanding any such subcontracting, Contractor will be liable for any breach or default hereof and shall indemnify and hold the Authority harmless from any losses. Upon payment of the quoted fees, the Authority will own the right to use such creative elements for all purposes without further compensation.

15. Contractor's Compliance with Applicable Laws and Regulations. In the performance of the services called for under this Agreement, Contractor hereby agrees, covenants and warrants to strictly comply with all applicable federal, state and local laws, regulations, rules, orders and ordinances. Without in any way limiting the breadth of the obligations set forth in this paragraph, Contractor hereby specifically agrees, covenants and warrants as follows:
 - A. Contractor shall comply with, and assure that all services performed under this Agreement comply with, all applicable trade mark, copyright and intellectual property right laws of any kind or nature.
 - B. Contractor shall comply with, and assure that all services performed under this Agreement comply with, all applicable requirements of the Hatch Act, 5 U.S.C. §§1501 and 1502 and all applicable requirements of §20A-11-101 *et seq.*, Utah Code Annotated 1953, as amended.
 - C. Contractor shall comply with, and assure that all services performed under this Agreement comply with, all applicable federal, state and local environmental laws, rules and regulations.

16. Representations and Warranties of Contractor. In conjunction with the services to be provided by Contractor pursuant to this Agreement, Contractor makes the following representations and warranties:
 - A. Contractor has not employed or retained any company, firm or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and Contractor has not paid or agreed to pay any company, firm or other person, other than a bona fide employee working solely for Contractor, any fee, commission percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement.

B. Contractor represents and warrants that the individual executing this Agreement on its behalf has the full corporate power, authority and right to enter into this Agreement and to perform the acts contemplated herein.

17. Attorneys' Fees. If any legal action is necessary in order to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.
18. Headings/Counterparts. The headings of the items and sections contained in this Agreement are for convenience of reference only and do not form a part hereof and in no way modify the meaning of such items and sections. The preamble to the Agreement, including the designation of the parties are incorporated herein as a substantive portion of the Agreement, just as if they were numbered sections. Any number of counterparts of this Agreement may be signed and delivered and each shall be considered an original and together they shall constitute one agreement.
19. Survival. The representations, warranties and covenants of the parties hereto shall survive the expiration or termination of this Agreement, subject to any express limitations on survivability contained in this Agreement.
20. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah.
21. No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the parties that any person other than the parties who receives benefits under this Agreement shall be deemed an incidental beneficiary only. Nothing in this Agreement shall be construed as a grant by one party to the other of any authority to assume or create an obligation on behalf of or in the name of the other party.
22. Waiver. No term of this Agreement shall be considered waived and no breach excused by either party unless such waiver is made in writing. No consent, waiver or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.
23. No Authority to Bind Client. Contractor has no authority to enter into contracts or agreements on behalf of the Authority.
24. Notices. Notices given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein and in Paragraphs 24 and 25, as applicable. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

THE AUTHORITY: Utah Transit Authority
ATTN: Grants and Contracts Administrator
669 W. 200 S.
Salt Lake City, UT 84101
Phone: 801-236-4754

CONTRACTOR: R&R Partners, Inc.
ATTN: James King
837 East South Temple
Salt Lake City, UT 84103
Phone: 801-531-6877

24. Contract Manager: The Authority's Contract Manager for this Agreement shall be the Authority's Manager of Public Relations and Marketing, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to the Manager of Public Relations and Marketing, or designee at 669 West 200 South, Salt Lake City, UT 84101, Phone: 801-287-2270.
25. Contract Administrator: The Authority's Contract Administrator for this Agreement shall be the Authority's Grants and Contracts Administrator, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to the Grants and Contracts Administrator, or designee at the address listed in Paragraph 24.
26. Severability. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

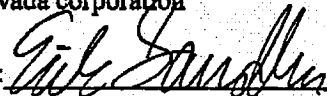
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27. Construction of Agreement. Any conflicts among the provisions of this Agreement, the provisions of the RFP and the provisions of the Proposal, as well as any internal conflicts within any of such documents, will be resolved according to the following hierarchy in descending order of priority, with the first referenced document having the highest priority:

- A. The provisions of any amendments to this Agreement which are: (i) set forth in a writing designated as an amendment hereto; and (ii) executed by both of the parties;
- B. The provisions of this Agreement;
- C. The provisions of the RFP; and
- D. The provisions of the Proposal.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed thereunto duly authorized.


CONTRACTOR: R&R Partners, Inc. a Nevada corporation


By: 
Signature

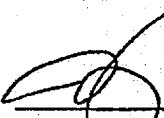
Printed Name: Erik Sandhu

Title: CFO

THE AUTHORITY: Utah Transit Authority, a public transit district

By: 
For Michael Allegra
Acting General Manager, President & CEO

By: 
Andrea Packer
Chief Communications Officer


UTA Legal
(As to form)



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Grey Turner, Acting Capital Projects Director

BOARD MEETING DATE: November 20, 2019

SUBJECT:	Depot District Technology Center Phase 2 GMP 2 (Big D)
AGENDA ITEM TYPE:	Expense Contract Change Order
RECOMMENDATION:	Approve GMP (Guaranteed Maximum Price) 2 for the Depot District Technology Center Project and authorize the Executive Director to execute the change order with Big-D Construction in the amount of \$8,092,803.
BACKGROUND:	Phase One of the Depot District Technology Center Project consisted of abatement and removal of hazardous material and demolition of the existing locomotive maintenance facility. This work is almost complete and Big-D Construction is ready to begin the next phase of the project. The second phase of the project will include constructing the new Wash Building, Fueling Island, the West Parking Lot, and temporary paving of the East Parking Lot.
DISCUSSION:	<p>Big-D Construction was previously selected from a competitive selection process. The overall Depot District project has been divided into 6 different phases to accommodate the project budget cash flow and to maintain control over the project scope and schedule.</p> <p>Approving the Second Phase (GMP 2) will allow Big-D Construction and their subconsultants to continue with construction that began several months ago and keep the project on-schedule. Due to the decision to demolish the old locomotive maintenance building, the new bus maintenance building is currently being redesigned. However, the items contained in GMP 2 have not changed and are not part of the redesign.</p>

CONTRACT SUMMARY:	Contractor Name: Big-D Construction	
	Contract Number: 18-2741TP	Existing Contract Value: \$2,459,950
	Base Contract Effective Dates:	Extended Contract Dates:
	Amendment Amount: \$8,092,803	New/Total Amount Contract Value: \$10,552,753
	Procurement Method: Competitive Bid / Qualifications	Funding Sources: Local, State, Federal
ALTERNATIVES:	Schedule delays and additional delay costs would be added to the project – putting the project at risk to be behind schedule and over budget.	
FISCAL IMPACT:	This cost is included in the Depot District project budget. There is currently \$22,753,831 of unobligated funds in the project budget for 2019. Any funds not spent this year will be carried over to the 2020 project budget.	
ATTACHMENTS:	<ol style="list-style-type: none"> 1) Change Order 2) Executive Summary of Project phases and costs 3) Overview of GMP 2 tasks/costs 	

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



CHANGE ORDER

No. 3

TITLE: Phase 2/GMP 2
 PROJECT/CODE: MSP102 - Depot District
 TO: Big-D Construction
 ATTN: Jim Allison

DATE: 10/18/2019
 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.

Phase 2/GMP 2 Contractor's phase 3 will include the Wash Building, Fuel island, West parking lot, and temporary parking. DAP issued 10/03/19 for \$76,692 to prepare and pave East temporary parking lot before asphalt plans shut down for the season.

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:	\$8,092,803	Original Contract Sum:	\$149,530	Final Completion Date Prior to This Change:	12/31/2021
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$2,310,420	Contract Time Change This Change Order (Calendar Days):	0
Cost Plus:	-	Previous Project Total:	\$2,459,950	Final Completion Date as of This Change Order:	12/31/2021
Total:	\$8,092,803	Net Change This Change Order:	\$8,092,803		
		Current Project Total:	\$10,552,753		

ACCEPTED:

By: _____
 Date: _____

Jim Allison
 Big-D Construction

By: _____
 Date: _____
 Grey Turner
 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: _____
 Jolene Higgins
 Procurement

By: _____
 Date: _____
 Michael Bell
 Legal Review

By: _____
 Date: _____
 Carolyn M. Gonot
 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
2	8/12/2019	\$241,637	\$2,459,950	Depot District Clean Fuel Technology Center- Locomotive Bldg. Demolition & Hazardous Waste Abatement- GMP-1A
Total to Date		\$ 2,310,420		



	Phase's for UTA Depot District Technology Center	Estimate	GMP	Delta
1	GMP 1-1A Demo & Abatement	\$ 2,540,461	\$ 2,310,420	\$ 230,041
2	GMP 2 Wash, Fuel, West Parking and Temp Parking	\$ 7,375,604	\$ 8,092,803	\$ (717,199)
3	Administration Building	\$ 9,350,029	\$ 7,800,000	\$ 1,550,029
4	Maintenance Building	\$ 39,512,524	\$ 29,000,000	\$ 10,512,524
5	Site / Bus canopies	\$ 13,824,996	\$ 11,800,000	\$ 2,024,996
6	Solar Panels	\$ 4,000,000	\$ 2,000,000	\$ 2,000,000
	Total	\$ 76,603,614	\$ 61,003,223	\$ 15,600,391



	DESCRIPTION	BASE BID	ESTIMATE	Variance Over (Under) Budget	SUB / SUPPLIER	UUCP
●	2A Surveys	25,780	17,500	8,280	Redcon	Yes
●	3B Cast-In-Place Concrete	1,174,881	741,615	433,266	Big-D Concrete	DG&S/Comers(458K)
●	4A Masonry	304,433	206,218	98,215	Troy Hsles	No
●	5A Metal Fabrications	68,995	28,930	40,065	Right Way	No
●	6A Rough Carpentry	9,217	4,740	4,477	Big-D	No
●	7A Sheet Waterproofing	38,969	1,782	37,187	Lotz	No
●	7B Membrane Roofing	106,303	71,751	34,552	Noorda	No
●	8A Doors And Frames	31,258	20,056	11,202	Beacon	No
●	8B Specialty Doors	101,850	144,100	(42,250)	OHD Bountiful	No
●	8C Aluminum Storefronts	7,803	11,000	(3,197)	EWS	No
●	9A ACT/Drywall	18,417	15,000	3,417	Pete King	No
●	9B Polyurea	58,074	30,620	27,454	Spectura	No
●	9C Resilient Flooring	13,022	25,718	(12,696)	Spectra	No
●	9D Painting	33,627	33,524	103	RP Paninting	No
●	10A Specialties	1,812	1,020	792	Lloyds Blinds	No
●	11A Wash Equipment	388,469	314,000	74,469	Westmatic	No
●	11B Fuel Equipment	1,346,873	1,285,847	61,026	Petro West	In progress
●	12A Window Treatments	415	500	(85)	Lloyd's	No
●	23A Mechanical	622,462	478,432	144,030	KHI	No
●	26A Electrical	1,327,713	1,388,000	(60,287)	Skyline	Falcon Electric(370K)
●	31A Earthwork	1,094,684	940,000	154,684	TEC	No
●	32A Asphalt Paving	157,934	202,125	(44,191)	Miller	No
●	32C Fences And Gates	102,693	42,712	59,981	Custom Fence	No
●	32D Planting	100,594	120,000	(19,406)	Erickson Landscaping	No
●	Weather Allowance	75,000	75,000		UTA	No
SUBTOTAL		\$7,211,278	\$6,200,190	1,011,088		
1.50%	Contractor Contingency	121,392	479,377	(357,985)		
1.00%	Owner Contingency	80,928	73,750	7,178		
SUBTOTAL						
6.48%	Overhead (GC's, Insurance, Fees, Bonds)	524,414	477,902	46,512		
SUBTOTAL		7,938,012	7,231,220	706,793		
1.95%	Fee	154,791	143,813	10,978		
TOTAL		8,092,803	\$7,375,033	\$717,771	UUCP Total	2,202,653

UTA - Wash/Fueling/West Parking Lot

22100

2A Surveys

Mason



Base Bid							
Redcon (UUCP)		25,780					
Spec Section	Scope of Work Description	Redcon (UUCP)	Silverpeak	PEPG	Epic	Digital Earth (UUCP)	Notes
	BASE BID	19,070	17,800	19,410	25,385	42,778	
Spec	SPEC SECTIONS						
	Construction Survey Per Plans	INCL	INCL	INCL	INCL		
	TRADE SPECIFIC SCOPE	6,710	8,270	7,750	8,270	6,970	
1	CAD Staking Lineout	1,250	1,250	1,250	1,250	1,250	
2	Stake Benchmark	INCL	INCL	INCL	INCL	INCL	
3	Stake 5-6 Control Points Surrounding the Site	INCL	INCL	INCL	INCL	INCL	
4	Restaking	5,460	7,020	6,500	7,020	5,720	Based Upon Hourly Rate
	WASH BUILDING						
5	Stake Wash Building for Dig	INCL	INCL	INCL	INCL	INCL	
6	Stake Wash Building for Footings	INCL	INCL	INCL	INCL	INCL	
7	Stake Storm	INCL	INCL	INCL	INCL	INCL	
8	Stake Sewer	INCL	INCL	INCL	INCL	INCL	
9	Stake Water	INCL	INCL	INCL	INCL	INCL	
	WEST PARKING AREA						
10	Light Poles	INCL	INCL	INCL	INCL	INCL	
11	Stake Storm	INCL	INCL	INCL	INCL	INCL	
12	Stake Sewer	INCL	INCL	INCL	INCL	INCL	
13	Stake Water	INCL	INCL	INCL	INCL	INCL	
14	Stake Fire Line	INCL	INCL	INCL	INCL	INCL	
15	Stake Curb and Gutter and Waterway @ 50' Intervals, Curves, and Changes in Direction	INCL	INCL	INCL	INCL	INCL	
16	Alternate to Stake Blue Tops Grade Stakes	INCL	INCL	INCL	INCL	INCL	
	TEMPORARY PARKING AREA						
17	Alternate to Stake Storm Repair Location (to be provided)	INCL	INCL	INCL	INCL	INCL	
18	Alternate to Stake Edge of Asphalt for Temp Parking	INCL	INCL	INCL	INCL	INCL	
	FUELING						
19	Stake Fueling Site Concrete	INCL	INCL	INCL	INCL	INCL	
20	Stake Fueling Curb and Gutter	INCL	INCL	INCL	INCL	INCL	
21	Stake Fueling Island Pad	INCL	INCL	INCL	INCL	INCL	
22	Stake Fencing	INCL	INCL	INCL	INCL	INCL	
23	Stake Fuel Canopies	INCL	INCL	INCL	INCL	INCL	
24	Stake Fuel Equipment Location	INCL	INCL	INCL	INCL	INCL	
	BREEZEWAY RENOVATION						
25	Stake new footings at Breezeway	INCL	INCL	INCL	INCL	INCL	
26	Stake Trash/Generator Enclosure	INCL	INCL	INCL	INCL	INCL	
	GENERAL ITEMS						
27	Agrees to Meet Buy America Requirements	INCL	N/A	N/A	N/A	N/A	
28	Federal Clauses Acknowledged	INCL	INCL	INCL	INCL	INCL	
29	Prevailing Wages	INCL	INCL	INCL	INCL	INCL	
30	Subcontractor P&P Bond/SDI	INCL	INCL	INCL	INCL	INCL	
31	Tax Exempt	INCL	INCL	INCL	INCL	INCL	
32	Addenda Acknowledged	INCL	INCL	INCL	INCL	INCL	
33	Agree to Big-D Subcontract, Terms & Conditions	INCL	INCL	INCL	INCL	INCL	
34	Big-D Prequalified	INCL	INCL	INCL	INCL	INCL	
35	Agrees to Meet Insurance Requirements	INCL	INCL	INCL	INCL	INCL	
36	Valid Contractor License	INCL	INCL	INCL	INCL	INCL	
37	Bid Valid for 60 Days	INCL	INCL	INCL	INCL	INCL	
	Totals:	25,780	26,070	27,160	33,655	49,748	
	Variances:	0	290	1,380	7,875	23,968	
		0.0%	1.1%	5.4%	30.5%	93.0%	

UTA - Wash/Fueling/West Parking Lot

40000

4A Masonry

John



Base Bid

Troy Hales 304,433

Spec Section	Scope of Work Description	Troy Hales	Allen's	IMS	Notes
	BASE BID				
Spec	SPEC SECTIONS				
04 20 00	UNIT MASONRY	INCL	INCL	INCL	
04 72 00	CAST STONE MASONRY	INCL	INCL	INCL	
	TRADE SPECIFIC SCOPE				
	CMU-1 - HI-R Block	INCL	INCL	INCL	
	CMU-2 Decorative CMU	INCL	INCL	INCL	
	Masonry Column MC1-6	INCL	INCL	INCL	
	Masonry Lintel ML1-3	INCL	INCL	INCL	
	WASH BUILDING	266,044	318,130	359,384	
1	CMU-1 - HI-R Block	196,442	245,481	284,990	
2	CMU-2 Decorative CMU	INCL	INCL	INCL	
3	Masonry Column MC1-6	INCL	INCL	INCL	
4	Masonry Walls MW1, MW2, MW3	INCL	INCL	INCL	
5	Masonry Lintel ML1-3	INCL	INCL	INCL	
6	Joint Sealants	825	825	825	
7	Temp Shoring/Bracing	6,000	6,000	6,000	
8	Install Rebar	INCL	INCL	INCL	
9	Water Repellant	8,000	8,000	8,000	
10	Install of Frames	1,500	1,500	1,500	
11	Control Joints	2,245	2,245	2,245	
12	Weather Allowance	35,810	35,810	35,810	
13	Hoisting, tools and equipment	15,222	18,269	20,014	
	WEST PARKING AREA				
14	N/A				
	TEMPORARY PARKING AREA				
15	N/A				
	FUELING				
16	N/A				
	BREEZEWAY RENOVATION	29,256	36,288	28,894	
17	02-A101 Add a wall on the south side of building (623 SF)	22,657	33,439	26,045	
18	Precast Sill	3,750	INCL	INCL	
19	Temp bracing/shoring	INCL	INCL	INCL	
20	Joint Sealants	623	623	623	
21	Install of HM Frame	700	700	700	
22	Winter Conditions	1,526	1,526	1,526	
	GENERAL ITEMS	9,133	10,961	12,009	
23	Agrees to Meet Buy America Requirements	INCL	INCL	INCL	
24	Federal Clauses Aknownleged	INCL	INCL	INCL	
25	Prevailing Wages	INCL	INCL	INCL	
26	Subcontractor P&P Bond/SDI	9,133	10,961	12,009	
27	Tax Exempt	Y	Y	Y	
28	Addenda Acknowledged	1,	INCL	INCL	
29	Agree to Big-D Subcontract, Terms & Conditions	INCL	INCL	INCL	
30	Big-D Prequalified	Y - \$1,000,000	Y-\$3,149,113	Y - \$4,138,960	
31	Agrees to Meet Insurance Requirements	INCL	INCL	INCL	
32	Valid Contractor License	Y	Y	Y	
33	Bid Good for 60 Days	INCL	INCL	INCL	
	Totals:	304,433	365,379	400,287	
	Variances:	0	60,947	95,854	
		0.0%	20.0%	31.5%	

UTA - Wash/Fueling/West Parking Lot

55000

5A Metal Fabrications

John



Base Bid

Rightway Steel 68,995

Spec Section	Scope of Work Description	Rightway Steel	D&D	Blue Star	L&L (UUCP)	Trisquare	Notes
BASE BID							
Spec	SPEC SECTIONS						
05 50 00	METAL FABRICATIONS	INCL	INCL	INCL	INCL	INCL	
05 50 01	METAL BOLLARDS	INCL	INCL	INCL	INCL	INCL	
05 51 33	STEEL LADDERS	INCL	INCL	INCL	INCL	INCL	
05 52 13	PIPE AND TUBE RAILINGS	INCL	INCL	INCL	INCL	INCL	
05 53 13	BAR GRATINGS	INCL	INCL	INCL	INCL	INCL	
TRADE SPECIFIC SCOPE							
1	Steel Embed Plate D5/04S511	INCL	INCL	INCL	INCL	INCL	
2	Steel shelf angles for CMU	INCL	INCL	INCL	INCL	INCL	
3	Tube steel guardrail @ roof hatch A102	INCL	INCL	INCL	INCL	INCL	
4	8" Concrete Filled Metal Bollard	INCL	INCL	INCL	INCL	INCL	
5	Metal Ladder	INCL	INCL	INCL	INCL	INCL	
WASH BUILDING		59,925	88,868	88,733	86,403	89,758	
6	8" Concrete Filled Metal Bollard (Quantity 4)	1,100	47,781	46,700	43,490	49,969	
7	Steel Embed Plate D5/04S511 (coordinate w/ precast)	(5,200)	(15,099)	(4,000)	(17,430)	(4,280)	
8	Steel shelf angles for CMU	(11,385)		(4,500)	EXCL	(4,815)	
9	Tube steel guardrail @ roof hatch A102	2,360	INCL	INCL	INCL	INCL	
10	Metal Grating - 2 bays	57,100	17,896	17,500	22,874	17,896	
11	Metal Ladder	3,000	INCL	INCL	INCL	INCL	
12	Primer: Anti-corrosive shop primer or Zinc Rich Primer	INCL	INCL	INCL	INCL	INCL	
13	Erection	2,000	25,848	20,598	30,223	18,500	
14	Stamped Design	7,500	7,500	7,500	7,500	7,500	
15	Equipment	3,450	4,942	4,935	4,969	4,988	
16	remove hanger attachments	EXCL	EXCL	EXCL	(5,223)	EXCL	
Site		4,200	4,200	4,200	5,400	4,200	
17	Generator Enclosure - Not in this phase	EXCL	EXCL		EXCL		
18	6" Bollard (QTY: 12)	4,200	4,200	4,200	5,400	4,200	12 Bollards
TEMPORARY PARKING AREA							
19	N/A	*					
FUELING		2,800	2,800	2,800	3,600	2,800	
20	Fuel Tank Stairs & platforms 01-AS104 - by fuel contractor	EXCL	EXCL	EXCL	EXCL	EXCL	
21	6" Bollard (QTY: 8)	2,800	2,800	2,800	3,600	2,800	8 Bollards
BREEZEWAY RENOVATION							
22	N/A	*					
GENERAL ITEMS		2,070	2,965	2,961	3,975	2,993	
23	Agrees to Meet Buy America Requirements	INCL	INCL	INCL	INCL	INCL	
24	Federal Clauses Acknowledged	INCL	INCL	INCL	INCL	INCL	
25	Prevailing Wages	INCL	INCL	INCL	INCL	INCL	
26	Subcontractor P&P Bond/SDI	2,070	2,965	2,961	3,975	2,993	
27	Tax Exempt	Y	Y	Y	Y	Y	
28	Addenda Acknowledged	1,2 & 3	INCL	INCL	*	INCL	
29	Agree to Big-D Subcontract, Terms & Conditions	INCL	INCL	INCL	*	INCL	
30	Big-D Prequalified	Y-1,000,000	Y - \$461,232	N	N	N	
31	Agrees to Meet Insurance Requirements	INCL	INCL	INCL	INCL	INCL	
32	Valid Contractor License	Y	*	*	Y	Y	
33	Bid Good for 60 Days	INCL	INCL	INCL	INCL	INCL	
Totals:		68,995	98,833	98,693	99,378	99,750	
Variations:		0	29,838	29,699	30,383	30,755	
		0.0%	43.2%	43.0%	44.0%	44.6%	

UTA - Wash/Fueling/West Parking Lot

71300

7A Sheet Waterproofing

Grant



Base Bid

Lotz 38,969

Spec Section	Scope of Work Description	Lotz	GWC	Western States	Notes
	BASE BID	*	INCL	10,451	
Spec	SPEC SECTIONS				
71326	Sheet water proofing	INCL	INCL	INCL	
TRADE SPECIFIC SCOPE					
WASH BUILDING					
		35,150	36,590	26,695	
1	Cyrstaline Waterproofing	*	*	*	Xypex is included in Concrete
2	Dampproofing	3,700	5,140	INCL	
3	Waterproofing	24,950	24,950	20,195	
4	Joint Sealants	6,500	6,500	6,500	
WEST PARKING AREA					
5	NA	NA	NA	NA	
TEMPORARY PARKING AREA					
6	NA	NA	NA	NA	
FUELING					
7	NA	NA	NA	NA	
BREEZEWAY RENOVATION					
		2,650	2,562	2,400	
8	Dampproofing	250	162	INCL	
9	Joint Sealants	2,400	2,400	2,400	
GENERAL ITEMS					
		1,169	1,211	1,223	
10	Agrees to Meet Buy America Requirements	INCL	INCL	INCL	
11	Federal Clauses Acknowledged	INCL	INCL	INCL	
12	Prevailing Wages	INCL	INCL	INCL	
14	Subcontractor P&P Bond/SDI	1,169	1,211	1,223	
15	Tax Exempt	Yes	Yes	Yes	
16	Addenda Acknowledged	INCL	INCL	INCL	
17	Agree to Big-D Subcontract, Terms & Conditions	Yes	Yes	Yes	
18	Big-D Prequalified	Yes	Yes	Yes	
19	Agrees to Meet Insurance Requirements	Yes	Yes	Yes	
20	Valid Contractor License	Yes	Yes	Yes	
21	Bid Good For 60 Days	*	*	*	
Totals:		38,969	40,363	40,769	
Variations:		0	1,394	1,800	
		0.0%	3.6%	4.6%	

UTA - Wash/Fueling/West Parking Lot

75000

7B Membrane Roofing

Grant



Base Bid

Noorda 106,303

Spec Section	Scope of Work Description	Noorda	Rodac	Progressive Roofing	Notes
	BASE BID	91,725	62,792	82,375	
Spec	SPEC SECTIONS				
07 54 23	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING	INCL	INCL	INCL	
07 62 00	SHEET METAL FLASHING AND TRIM	INCL	INCL	INCL	
	TRADE SPECIFIC SCOPE				
	WASH BUILDING	15,155	24,421	16,332	
1	60 Mil TPO (15 year Warranty)	INCL	INCL	INCL	
2	Cover Board (Mechanically Fastened)	INCL	*	INCL	Add Clarification
3	R30 (Average) Polyiso Insulation	INCL	INCL	INCL	
4	Flashing	INCL	INCL	INCL	
5	Coping Cap	5,315	5,422	5,492	
6	Penetration Boot Covers	4,000	4,000	5,000	
7	Install Roof Hatch	3,500	3,500	3,500	
8	Self Adhered Vapor Barrier	INCL	9,159	INCL	
9	Winter Condition/ Snow removal	2,340	2,340	2,340	
	BREEZEWAY RENOVATION	756	12,981	9,481	
10	60 Mil TPO (15 year Warranty)	INCL	12,225	8,725	
11	Cover Board	INCL	INCL	INCL	
12	R30 Poly Insulation	INCL	INCL	INCL	
13	Flashing	351	351	351	
14	Coping Cap	405	405	405	
15					
	GENERAL ITEMS	(1,333)	8,254	1,649	
16	Agrees to Meet Buy America Requirements	INCL	5,000	INCL	Rodac Fasteners not Buy America
17	Federal Clauses Acknowledged	INCL	INCL	INCL	
18	Prevailing Wages	INCL	INCL	INCL	
19	Subcontractor P&P Bond	2,126	3,253	1,648	
20	Tax Exempt	(3,460)	Yes	Yes	
21	Addenda Acknowledged	1	1	1	
22	Agree to Big-D Subcontract, Terms & Conditions	Yes	Yes	Yes	
23	Big-D Prequalified	Yes	Yes	Yes	
24	Agrees to Meet Insurance Requirements	Yes	Yes	Yes	
25	Valid Contractor License	Yes	Yes	Yes	
26	Hold Bid for 60 Days	Yes	Yes	Yes	
	Totals:	106,303	108,449	109,836	
	Variances:	0	2,146	3,533	
		0.0%	2.0%	3.3%	

UTA - Wash/Fueling/West Parking Lot

81000

8A Doors And Frames

John



Base Bid

Beacon	31,259
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Spec Section	Scope of Work Description	Beacon	RIM	ABS	Notes
	BASE BID				
Spec	SPEC SECTIONS				
08 11 13	HOLLOW METAL DOORS AND FRAMES	INCL	INCL	INCL	
08 15 00	PLASTIC DOORS AND FRAMES	INCL	INCL	INCL	
08 71 00	DOOR HARDWARE	INCL	INCL	INCL	
	TRADE SPECIFIC SCOPE				
	WASH BUILDING	24,525	26,403	33,776	
1	Fiberglass Door and Frame (QTY: 4)	20,832	18,720	26,911	
2	Install	INCL	3,930	2,750	
3	Hardware	INCL	INCL	INCL	
4	Off load	1,080	1,080	1,080	
5	Joint Sealants	150	150	150	
6	Fire Rating	900	900	900	
7	Misc. tools & hardware	1,563	1,623	1,985	
	WEST PARKING AREA				
8	N/A				
	TEMPORARY PARKING AREA				
9	N/A				
	FUELING				
10	N/A				
	BREEZEWAY RENOVATION	5,795	5,090	4,736	
11	HM Doors and Frames	4,885	4,180	3,826	
12	Offload	360	360	360	
13	Joint Sealants	100	100	100	
14	Fire Rating	450	450	450	
15	Install	INCL	INCL	INCL	
	GENERAL ITEMS	939	975	1,192	
16	Agrees to Meet Buy America Reirements	INCL	INCL	INCL	
17	Federal Clauses Aknownledged	INCL	INCL	INCL	
18	Prevailing Wages	INCL	INCL	INCL	
19	Subcontractor P&P Bond/SDI	938	974	1,191	
20	Tax Exempt	Y	Y	Y	
21	Addenda Acknowledged	1	1	1	
22	Agree to Big-D Subcontract, Terms & Conditions	INCL	INCL	INCL	
23	Big-D Prequalified (YES)/UUCP(UUCP)	INCL	INCL	INCL	
24	Agrees to Meet Insurance Requirements	INCL	INCL	INCL	
25	Valid Contractor License	Y	Y	N	
26	Bid Good for 60 Days				
	Totals:	31,259	32,468	39,704	
	Variances:	0	1,210	8,446	
		0.0%	3.9%	27.0%	

UTA - Wash/Fueling/West Parking Lot

83816

8B Specialty Doors

John



Base Bid

OHD Bountiful 101,850

Spec Section	Scope of Work Description	OHD Bountiful	Western Industrial Door	Crawford	Notes
	BASE BID				
Spec	SPEC SECTIONS				
08 36 13	SECTIONAL DOORS - D09	INCL	INCL	INCL	
08 38 16	FLEXIBLE TRAFFIC DOORS	INCL	INCL	INCL	
	TRADE SPECIFIC SCOPE	2,100			
1	Door Type 03				
2	Hormann - Speed-Master 2600 L	*	*	INCL	
3	Albany Model RR1500	*	INCL	*	
4	Rytec Corp. (An equal product to the above)	INCL	*	*	
5	Operable from both interior and ex. Control stations	INCL	INCL	INCL	
6	Photoelectric sensor	INCL	INCL	INCL	
7	Door Type 04	INCL	INCL	INCL	
8	Operation Cycle: 10000	INCL	INCL	INCL	
9	Electric Door Operator	INCL	INCL	INCL	
10	Baked-Enamel or Powder-Coat Finish	INCL	INCL	INCL	
11	C.H.I. OHD, Cloplay Building Products, Wayne Dalton	INCL	INCL	INCL	
12	Insulated	2,100	INCL	INCL	
	WASH BUILDING	96,695	133,114	146,133	
13	Door Type 03 14x14 (QTY: 4)	89,650	124,300	128,753	
14	D04 10x10 OHD (QTY: 1)	INCL	INCL	7,895	
15	Aluminum Finish (Plans call for Steel & Specs call for Alum.)	1,952	1,952	1,952	
16	Equipment & Hoisting	5,093	6,862	7,533	
	WEST PARKING AREA				
17	N/A				
	TEMPORARY PARKING AREA				
18	N/A				
	FUELING				
19	N/A				
	BREEZEWAY RENOVATION				
20	N/A				
	GENERAL ITEMS	3,056	4,117	4,520	
21	Agrees to Meet Buy America Requirements	INCL	INCL	INCL	
22	Federal Clauses Aknownledged	INCL	INCL	INCL	
23	Prevailing Wages	INCL	INCL	INCL	
24	Subcontractor P&P Bond/SDI	3,056	4,117	4,520	
25	Tax Exempt	Y	Y	Y	
26	Addenda Acknowledged	INCL	1,	INCL	
27	Agree to Big-D Subcontract, Terms & Conditions	INCL	INCL	INCL	
28	Big-D Prequalified	Y-\$589,240	N	Y-\$330,750	
29	Agrees to Meet Insurance Requirements	*	*	*	
30	Valid Contractor License	Y	Y	Y	
31	Bid Good for 60 Days	INCL			
	Totals:	101,850	137,230	150,652	
	Variences:	0	35,380	48,802	
		0.0%	34.7%	47.9%	

UTA - Wash/Fueling/West Parking Lot

84113

8C Glazing

Mason



Base Bid

EWS 7,569

Spec Section	Scope of Work Description	EWS	NGI	Mollerup	Notes
	BASE BID	5,350	6,998	12,940	
Spec	SPEC SECTIONS				
08 51 13	ALUMINUM WINDOWS	INCL	INCL	INCL	
08 80 00	GLAZING	INCL	INCL	INCL	
07 92 00	JOINT SEALANTS	INCL	INCL	INCL	
	TRADE SPECIFIC SCOPE	2,219	2,219	2,219	
1	Mobilization	500	500	500	
2	Caulking of Windows	INCL	INCL	INCL	
3	Interior Caulking	500	500	500	
4	Caulking of Window System to Masonry	500	500	500	
5	Testing	719	719	719	
	WASH BUILDING				
6	N/A				
	WEST PARKING AREA				
7	N/A				
	TEMPORARY PARKING AREA				
8	N/A				
	FUELING				
9	N/A				
	BREEZEWAY RENOVATION				
10	Windows at Breezeway (2)	INCL	INCL	INCL	
	GENERAL ITEMS				
11	Agrees to Meet Buy America Requirements	INCL		INCL	
12	Federal Clauses Acknowledged	INCL		INCL	
13	Prevailing Wages	INCL		INCL	
14	Subcontractor Default Insurance	INCL		INCL	
15	Tax Exempt	INCL		INCL	
16	Addenda Acknowledged	INCL		INCL	
17	Agree to Big-D Subcontract, Terms & Conditions	INCL		INCL	
18	Big-D Prequalified	INCL		INCL	
19	Agrees to Meet Insurance Requirements	INCL		INCL	
20	Valid Contractor License	INCL		INCL	
21	Bid Good for 60 Days	INCL			
	Totals:	7,569	9,217	15,159	
	Variances:	0	1,648	7,590	
		0.0%	21.8%	100.3%	

UTA - Wash/Fueling/West Parking Lot

92900

9A ACT/Drywall

Jesse



Base Bid

Pete King 18,417

Spec Section	Scope of Work Description	Pete King	Mitchel Acoustics	Alpine Drywall	HD Acoustics	Notes
	BASE BID	*	*	*	*	
Spec	SPEC SECTIONS					
09 22 16	NON-STRUCTURAL METAL FRAMING	INCL	INCL	INCL	INCL	
09 29 00	GYPSUM BOARD	INCL	INCL	INCL	INCL	
06 16 43	GYPSUM SHEATHING	INCL	INCL	INCL	INCL	
	EXISTING SALVAGE MATERIALS	INCL	INCL	INCL	INCL	
	TRADE SPECIFIC SCOPE					
	WASH BUILDING					
1	N/A	*	*	*	*	
	WEST PARKING AREA					
2	N/A	*	*	*	*	
	TEMPORARY PARKING AREA					
3	N/A	*	*	*	*	
	FUELING					
4	N/A	*	*	*	*	
	BREEZEWAY RENOVATION	18,182	18,182	22,550	23,050	
6	Potentially Repair/ Replace existing ACT (Most are intact)	800	800	1,500	2,000	
8	Non-structural metal framing	2,763	2,763	5,500	5,500	
9	Gypsum Board	5,069	5,069	6,000	6,000	
10	Batt Insulation at Breeze Way	4,500	4,500	4,500	4,500	
11	Batt insulation/ Firestopping	5,050	5,050	5,050	5,050	
	GENERAL ITEMS	235	235	300	325	
12	Agrees to Meet Buy America Requirements	INCL	INCL	INCL	INCL	
13	Federal Clauses Aknownledged	INCL	INCL	INCL	INCL	
14	Prevailing Wages	INCL	INCL	INCL	INCL	
15	Subcontractor Default Insurance	INCL	INCL	INCL	INCL	
16	Subcontractor P&P Bond	234.96	235	300	325	
17	Sales Tax State/City/County	No	No	No	No	
18	Addenda Acknowledged	Yes	Yes	Yes	Yes	
19	Agree to Big-D Subcontract, Terms & Conditions	INCL	INCL	INCL	INCL	
20	Big-D Prequalified	Yes	Yes	Yes	Yes	
21	Agrees to Meet Insurance Requirements	INCL	INCL	INCL	INCL	
22	Valid Contractor License	INCL	INCL	INCL	INCL	
23	Hold Bid 60 Days	Yes	Yes	Yes	Yes	
	Totals:	18,417	18,417	22,850	23,375	
	Variances:	0	0	4,433	4,958	
		0.0%	0.0%	24.1%	26.9%	

UTA - Wash/Fueling/West Parking Lot

93000

9B PolyUrea Coatings

Jesse



Base Bid					
Spectra		55,574			
Spec Section	Scope of Work Description	Spectra	Intermountain Coatings	Vector Coatings	Notes
BASE BID		*	*	*	
Spec SECTIONS					
09.96.53.13	ELASTOMERIC POLYUREA COATINGS	INCL	INCL	INCL	
TRADE SPECIFIC SCOPE					
WASH BUILDING		57,524	69,564	77,712	
1	Elastomeric Poly Urea (Floor at wash)	25,774	69,564	67,712	
2	Elastomeric Poly Urea (14' @ Walls at wash) or above rolling Doors. Whichever is higher. (Bus Wash room 101)	29,250	INCL	INCL	
3	Prep all surfaces per spec	2,500	INCL	INCL	
4	Mask off area where applied	INCL	INCL	INCL	
5	Meet the minimum mil thickness per specs	INCL	INCL	INCL	
6	Use only specified products per specs	INCL	INCL	INCL	
7	Mobilization	INCL	INCL	10,000	
8	Manufacturer	Rhino Linings	Specialty Products	Versaflex	
WEST PARKING AREA					
8	N/A	*	*	*	
TEMPORARY PARKING AREA					
9	N/A	*	*	*	
FUELING					
10	N/A	*	*	*	
BREEZEWAY RENOVATION					
11	N/A	*	*	*	
GENERAL ITEMS		550	565	850	
12	Agrees to Meet Buy America Requirements	INCL	INCL	INCL	
13	Federal Clauses Aknownledged	INCL	INCL	INCL	
14	Prevailing Wages	INCL	INCL	INCL	
15	Subcontractor P&P Bond/SDI	550	565	850	
16	Sales Tax State/City/County	No	No	No	
17	Addenda Acknowledged	Yes	Yes	Yes	
18	Agree to Big-D Subcontract, Terms & Conditions	INCL	INCL	INCL	
19	Big-D Prequalified	Yes	Yes	Yes	
20	Agrees to Meet Insurance Requirements	INCL	INCL	INCL	
21	Valid Contractor License	INCL	INCL	INCL	
22	Hold Bid 60 Days	Yes	Yes	Yes	
Totals:		58,074	70,129	78,562	
Variances:		0	12,055	20,488	
		0.0%	20.8%	35.3%	

UTA - Wash/Fueling/West Parking Lot

96500

9C Resilient Flooring

Jesse



Spectra 13,022

Spec Section	Scope of Work Description	Spectra	Design team	Flooring Services	Wall 2 Wall	Notes
	BASE BID	*	*	*	*	
Spec	SPEC SECTIONS					
09 65 13	RESILIENT BASE - B-1 AND ACCESSORIES	INCL	INCL	INCL	INCL	
09 65 36	STATIC-CONTROL RESILIENT TILE FLOORING - SDT-1	INCL	INCL	INCL	INCL	
09 68 13	TILE CARPETING - CPT-1	INCL	INCL	INCL	INCL	
03 35 16.13	CONCRETE FLOOR SEALING-HARDENING	INCL	INCL	INCL	INCL	
TRADE SPECIFIC SCOPE						
WASH BUILDING		4,894	4,800	4,580	5,199	
1	FLOORING	3,420	2,500	1,780	2,649	
2	Static Dissipative Tile - SDT1 @ Data Com	INCL	INCL	INCL	INCL	
3	B-1	258	INCL	INCL	INCL	
4	Concrete sealant	1,216	2,300	2,800	2,550	
WEST PARKING AREA						
5	N/A	*	*	*	*	
TEMPORARY PARKING AREA						
6	N/A	*	*	*	*	
FUELING						
7	N/A	*	*	*	*	
BREEZEWAY RENOVATION		8,049	10,398	10,150	7,595	
8	FLOORING	INCL	7,350	INCL	4,595	
9	B-1	720	INCL	540	INCL	
10	CPT-1	3,496	INCL	6,610	INCL	
11	Floor Prep	3,800	3,000	3,000	3,000	
12	Transitions	33	48	INCL	INCL	
13	Concrete sealant	INCL	INCL	INCL	INCL	
GENERAL ITEMS		79	297	268	217	
14	Agrees to Meet Buy America Requirements	INCL	INCL	INCL	INCL	
15	Federal Clauses Acknowledged	INCL	INCL	INCL	INCL	
16	Prevailing Wages	INCL	INCL	INCL	INCL	
18	Subcontractor P&P Bond/SDI	78.84	297	268	217	
19	Sales Tax State/City/County	NO	NO	NO	NO	
20	Addenda Acknowledged	Yes	Yes	Yes	Yes	
21	Agree to Big-D Subcontract, Terms & Conditions	INCL	INCL	INCL	INCL	
22	Big-D Prequalified	INCL	INCL	INCL	INCL	
23	Agrees to Meet Insurance Requirements	INCL	INCL	INCL	INCL	
24	Valid Contractor License	INCL	INCL	INCL	INCL	
25	Hold bid 60 Days	INCL	INCL	INCL	INCL	
Totals:		13,022	15,495	14,998	13,011	
Variances:		0	2,473	1,976	-11	
		0.0%	19.0%	15.2%	-0.1%	

UTA - Wash/Fueling/West Parking Lot

99100

9D Painting

Martha / Jesse



Base Bid

RP Painting

33,627

Spec Section	Scope of Work Description	RP Painting	Thomas and Measels	Grow Painting	Pete King	Notes
	BASE BID	*	*	*	*	
Spec	SPEC SECTIONS					
09 91 13	EXTERIOR PAINTING	INCL	INCL	INCL	INCL	
09 91 23	INTERIOR PAINTING	INCL	INCL	INCL	INCL	
TRADE SPECIFIC SCOPE						
WASH BUILDING		30,500	34,945	38,254	64,000	
1	PAINTING	29,050	34,945	33,754	64,000	
2	Room 101	INCL	INCL	INCL	INCL	
3	Walls at Bus Wash (Room 101) to be Sherwin williams epoxy paint. 4' high @ above polyurea	INCL	INCL	4,500	INCL	
4	Ceiling at bush wash-1 (Room 101) Sherwin williams (Epoxy)	INCL	INCL	INCL	INCL	
5	Room 102	INCL	INCL	INCL	INCL	
6	Walls at Wash Equipment (room 102) to be full height Sherwin williams (Epoxy)	INCL	INCL	INCL	INCL	
7	Ceilings at Bus wash equipment (Room 102) Sherwin williams (Epoxy)	INCL	INCL	INCL	INCL	
8	Room 103 & 104			INCL	INCL	
9	Walls at Electrical, Data/Comm (rooms 103 & 104) to be Latex Paint	INCL	INCL	INCL	INCL	
10	Electrical, Data/Comm (rooms 103 & 104) Ceilings to be Latex Paint	INCL	INCL	INCL	INCL	
11	Room 105	INCL	INCL	INCL	INCL	
12	Walls at Bus wash-2 (Room 105) to be Sherwin williams Epoxy Paint)	INCL	INCL	INCL	INCL	
13	Misc	INCL	INCL	INCL	INCL	
14	Ceiling at bush wash-2 (Room 105) (NO PAINT)	EXCL	EXCL	EXCL	EXCL	
15	Painted Bollards (Saftey Yellow)	INCL	INCL	INCL	INCL	
16	Moisture Tests	200	INCL	INCL	INCL	
17	Concrete Substrates - Remove release agents, curing compounds, efflorescence, and chalk	INCL	INCL	INCL	INCL	
18	Paint Touch Up	1,250	INCL	INCL	INCL	
WEST PARKING AREA		500		1,500		
19	PAINT	*	*	*	*	
20	Painted Bollards (Saftey Yellow)	500	INCL	1,500	INCL	
TEMPORARY PARKING AREA						
21	N/A	*	*	*	*	
FUELING		1,250				
22	Painted Bollards (Saftey Yellow)	1,250	INCL	INCL	INCL	
BREEZEWAY RENOVATION		590				
23	PAINT	INCL	INCL	INCL	INCL	
24	Paint at parapet	INCL	INCL	INCL	INCL	
25	Protect exisiting flooring with Ramboard during constrution (2 rolls)	150	INCL	INCL	INCL	
26	Painting at soffit	INCL	INCL	INCL	INCL	
27	Paint at Exterior CMU Wall	INCL	INCL	INCL	INCL	
28	Paint at interiors	INCL	INCL	INCL	INCL	
29	Paint touch up	440	INCL	INCL	INCL	
GENERAL ITEMS		787	746	1,210	2,550	
30	Agrees to Meet Buy America Requirements	INCL	INCL	INCL	INCL	
31	Federal Clauses Aknownedged	INCL	INCL	INCL	INCL	
32	Prevailing Wages	INCL	INCL	INCL	INCL	
33	Subcontractor P&P Bond/SDI	787	746	1,210	2,550	
34	Sales Tax State/City/County	NO	NO	NO	NO	
35	Addenda Acknowledged	Yes	Yes	Yes	Yes	
36	Agree to Big-D Subcontract, Terms & Conditions	INCL	INCL	INCL	INCL	
37	Big-D Prequalified	INCL	INCL	INCL	INCL	
38	Agrees to Meet Insurance Requirements	INCL	INCL	INCL	INCL	
39	Valid Contractor License	INCL	INCL	INCL	INCL	

40	Hold Bid 60 Days	Yes	Yes	Yes	Yes
Totals:		33,627	35,691	40,964	66,550
Variances:		0	2,064	7,337	32,923
		0.0%	6.1%	21.8%	97.9%

UTA - Wash/Fueling/West Parking Lot

100000

10A Specialties

Jesse



Base Bid

Cannon Sales 1,812

Spec Section	Scope of Work Description	Cannon Sales	Fastsigns	The Sign Smith	Daly Associates	Allotech	Notes
	BASE BID	*			*		
Spec	SPEC SECTIONS						
10 44 13	FIRE PROTECTION CABINETS - FE2 FE3	INCL	INCL	INCL	INCL	INCL	
10 44 16	FIRE EXTINGUISHERS - FE1	INCL	INCL	INCL	INCL	INCL	
10 26 13	CORNER GUARDS - CG-1	INCL	INCL	INCL	INCL	INCL	
07 72 33	ROOF HATCHES	INCL	INCL	INCL	INCL	INCL	
10 14 19	DIMENSIONAL LETTER EXTERIOR BUILDING SIGNAGE	INCL	INCL	INCL	INCL	INCL	
TRADE SPECIFIC SCOPE							
WASH BUILDING		1,536	1,455	1,469	1,480	1,849	
1	ROOF HATCHES	INCL	INCL	INCL	INCL	INCL	
2	Fire protection Cabinets (Surface Mounted)	445	364	364	364	364	
3	Fire Extinguishers - FE1	255	255	255	280	255	
4	Install Breezeway scope above	350	350	350	350	350	
5	DIMENSIONAL LETTER EXTERIOR BUILDING SIGNAGE	486	486	500	486	880	
WEST PARKING AREA							
6	N/A	*			*		
TEMPORARY PARKING AREA							
7	N/A	*			*		
FUELING							
8	N/A	*			*		
BREEZEWAY RENOVATION		95	293	293	376	293	
9	CORNER GUARDS - CG-1	95	95	95	178	95	
10	FIRE PROTECTION CABINETS - Semirecessed	INCL	198	198	198	198	
11	Install Breezeway scope above	INCL	INCL	INCL	INCL	INCL	
GENERAL ITEMS		181	194	196	206	238	
12	Agrees to Meet Buy America Requirements	INCL	INCL	INCL	INCL	INCL	
13	Federal Clauses Acknowledged	INCL	INCL	INCL	INCL	INCL	
14	Prevailing Wages	INCL	INCL	INCL	INCL	INCL	
15	Subcontractor P&P Bond	181	194	196	206	238	
16	Sales Tax State/City/County	NO	NO	NO	NO	NO	
17	Addenda Acknowledged	Yes	Yes	Yes	Yes	Yes	
18	Agree to Big-D Subcontract, Terms & Conditions	INCL	INCL	INCL	INCL	INCL	
19	Big-D Prequalified	INCL	INCL	INCL	INCL	INCL	
20	Agrees to Meet Insurance Requirements	INCL	INCL	INCL	INCL	INCL	
21	Valid Contractor License	INCL	INCL	INCL	INCL	INCL	
22	Bid good for 60 Days	Yes	Yes	Yes	Yes	Yes	
Totals:		1,812	1,942	1,958	2,062	2,380	
Variances:		0	130	146	250	568	
		0.0%	7.2%	8.0%	13.8%	31.3%	

UTA - Wash/Fueling/West Parking Lot

111100

11A Wash Equipment

Grant



Base Bid

Westmatic 388,469

Spec Section	Scope of Work Description	Westmatic	Ross and White	Novi Clean	Notes
	BASE BID	309,145	450,000	215,668	
Spec	SPEC SECTIONS				
11 11 29	SHOP EQUIPMENT	INCL	INCL	INCL	
11 11 26	VEHICLE WASH EQUIPMENT	INCL	INCL	INCL	
	WASH BUILDING	67,670		170,009	
1	SIX BRUSH MACHINE	INCL	4 Brush	4 Brush	
2	TRAFFIC SIGNAL	INCL	INCL	2,500	
3	SKID PLATES	INCL	INCL	INCL	
4	TIRE GUIDE	INCL	INCL	INCL	
5	PRE-SOAK ARCH	INCL	INCL	INCL	
6	ROOF MOP	INCL	INCL	INCL	
7	SPOT-FREE RINSE SYSTEM WITH BUFFER TANK	INCL	INCL	32,000	
8	BRUSH DETERGENT PUMP	INCL	INCL	INCL	
9	DETERGENT MIXING/METERING SYSTEM	INCL	INCL	INCL	
10	ON/OFF SWITCH	INCL	INCL	*	
11	WASH WATER PUMP	INCL	INCL	INCL	
12	RINSE AID PUMP	INCL	INCL	INCL	
13	WATER RECYCLING SYSTEM WITH OZONE	INCL	INCL	INCL	
14	SPOT-FREE RINSE ARCH	INCL	INCL	INCL	
15	BLOWERS ARCH	INCL	INCL	INCL	
16	RO WATER PUMP	INCL	INCL	INCL	
17	HP CHASSIS WASH PUMP	INCL	INCL	INCL	
18	CHASSIS/WHEEL WASH	INCL	INCL	INCL	
19	WATER SOFTENER	INCL	INCL	INCL	
20	DETERGENT STORAGE	INCL	INCL	INCL	
21	OZONE GENERATOR	INCL	INCL	INCL	
22	PUMP CONTROL PANEL	INCL	INCL	INCL	
23	WASH CONTROL PANEL	INCL	INCL	INCL	
24	BLOWERS CONTROL PANEL	INCL	INCL	INCL	
25	COMPRESSOR	INCL	INCL	INCL	
26	BUFFER TANK	INCL	INCL	*	
27	SUBMERSIBLE PUMP FOR WATER RECYCLING	INCL	INCL	*	
28	3718 Washer High Pressure/ Hot Water, NG, 8 GPM	14,170	INCL	14,170	
29	Install Pressure Washer	3,500	INCL	3,500	
30	Electrical Hook up	50,000	INCL	50,000	
31	Plumbing Redesign	INCL	INCL	25,254	
32	Freight	INCL	INCL	7,585	
33	Install	INCL	INCL	INCL	
34	Setting Equipment	INCL	INCL	13,000	
35	Rental Equipment	INCL	INCL	2,500	
36	Start up	INCL	INCL	6,500	
37	One Year Warranty	INCL	INCL	13,000	
	GENERAL ITEMS	11,654	9,184	11,928	
39	Agrees to Meet Buy America Requirements	INCL	INCL	INCL	
40	Federal Clauses Acknowledged	INCL	INCL	INCL	
41	Prevailing Wages	INCL	INCL	INCL	
42	Subcontractor P&P Bond/SDI	11,654	9,184	11,928	
43	Tax Exempt	INCL	INCL	INCL	
44	Addenda Acknowledged	INCL	INCL	INCL	
45	Agree to Big-D Subcontract, Terms & Conditions	INCL	INCL	INCL	
46	Big-D Prequalified	No	No	No	
47	Agrees to Meet Insurance Requirements	INCL	INCL	INCL	
48	Valid Contractor License	INCL	INCL	INCL	
49	Hold Bid for 60 Days	INCL	INCL	INCL	
	Totals:	388,469	459,184	397,605	

Variances:

0	70,715	9,136
0.0%	18.2%	2.4%

UTA - Wash/Fueling/West Parking Lot

111700

11B Fuel Equipment

Grant



Base Bid

Petro West 1,346,873

Spec Section	Scope of Work Description	Petro West	Csesco	Eaton	Notes
	BASE BID	925,727	738,570	*	
Spec	SPEC SECTIONS				
23 12 17	DIESEL AND GASOLINE FUEL DISPENSING SYSTEMS	INCL	INCL	INCL	
23 13 23	ABOVEGROUND FUEL STORAGE TANKS SYSTEM	INCL	INCL	Eaton System	
23 09 50	GAS DETECTION SYSTEM	INCL	INCL	INCL	
	FUELING				
	Tanks	86,295	333,382	789,214	
1	Three (3) 20,000-gallon AST for Diesel Fuel	INCL	333,382	638,827	
2	One (1) 12,000-gallon AST for Unleaded Fuel	INCL	INCL	INCL	
3	Stairway, Platforms and Catwalks	86,295	INCL	93,410	
4	Galvanized Platforms and Catwalks	INCL	INCL	10,265	
5	Tank-Top Equipment and Hardware	INCL	INCL	INCL	
6	Tank Management System (TMS): 550-evo	INCL	INCL	46,712	
	Fueling	4,664	62,618	284,145	
7	(1) 22 GPM Wayne Select fuel dispenser for vehicles	INCL	INCL	INCL	
8	Under dispenser fire shear valves	INCL	INCL	INCL	
9	High Hose Retractor with 22' Hose	1,352	INCL	INCL	
10	(2) 35 GPM Pump Measure Controls MSH-32 fuel-stand type dispensers for Buses	INCL	INCL	36,615	
11	(1) Benecor DEF SDP-System	INCL	INCL	INCL	
12	Fuel islands, pipe and containment sumps	INCL	18,000	15,405	
13	2) FF-2000-TS Fuel Gantry [Tramway Bus Refueling System]	INCL	INCL	93,933	
14	(2ea) Blackmer GX3E 3" backup pump, 1200rpm, 5HP, 3PH, Explosion proof motor	INCL	14,618	14,618	
15	4" vertical filter separator to match existing	3,312	30,000	24,978	
16	Fuel Management System (FMS): Syn-Tech Fuel master	INCL	INCL	84,805	
17	Turbines and controllers	INCL	INCL	13,791	
	Fuel Trade Specific Items	309,984	298,559	493,551	
18	Installation	80,998	79,559	132,695	
19	Electrical Coordination	50,000	50,000	50,000	
20	Panel PP1	15,168	17,000	15,168	
21	Painting	25,000	25,000	15,000	
22	Fuel Canopy	75,680	100,000	86,940	
23	Electrical Wire and Termination for Canopies	39,638	INCL	INCL	
24	Freight	INCL	INCL	23,748	
25	Crane	INCL	INCL	4,500	
26	Welding	INCL	INCL	145,000	
27	Rental Equipment	7,500	7,500	7,000	
28	Remove and Replace Trench Lids	INCL	3,500	INCL	
29	Reseal Trench Lids	2,500	2,500	INCL	
30	Winter Conditions	13,500	13,500	13,500	
	GENERAL ITEMS	20,203	44,324	48,461	
31	Agrees to Meet Buy America Requirements	INCL	INCL	INCL	
32	Federal Clauses Acknowledged	INCL	INCL	INCL	
33	Prevailing Wages	INCL	INCL	INCL	
34	Subcontractor P&P Bond/SDI	20,203	44,324	48,461	
35	Sales Tax State/City/County	NO	NO	NO	
36	Addenda Acknowledged	Yes	Yes	Yes	
37	Agree to Big-D Subcontract, Terms & Conditions	INCL	INCL	INCL	
38	Big-D Prequalified	Air Port	No	No	
39	Agrees to Meet Insurance Requirements	INCL	INCL	INCL	
40	Valid Contractor License	INCL	INCL	INCL	
41	Hold Bid 60 Days	Yes	*	Yes	
	Totals:	1,346,873	1,477,453	1,615,371	
	Variances:	0	130,580	268,498	
		0.0%	9.7%	19.9%	

UTA - Wash/Fueling/West Parking Lot

122000

12A Window Treatments

Jesse



Base Bid

Lloyd's Blinds 415

Spec Section	Scope of Work Description	Estimated Scope	Lloyd's Blinds	Scott Co. Blinds	Design team	Notes
	BASE BID	*	*	*	*	
Spec	SPEC SECTIONS					
	ROLLER WINDOW SHADES (1" mini Blinds)	*	INCL	INCL	INCL	
	TRADE SPECIFIC SCOPE					
1	N/A	*	*	*	*	
	WASH BUILDING					
2	N/A	*	*	*	*	
	WEST PARKING AREA					
3	N/A	*	*	*	*	
	TEMPORARY PARKING AREA					
4	N/A	*	*	*	*	
	FUELING					
5	N/A	*	*	*	*	
	BREEZEWAY RENOVATION		365	475	400	
6	Roller Window Shades (1" Mini Blinds)	*	365	475	400	
7	Furnish 1" Mini Blinds	*	INCL	INCL	INCL	
8	Install 1" Mini Blinds	*	INCL	INCL	INCL	
	GENERAL ITEMS		50	50	50	
9	Agrees to Meet Buy America Requirements	*	INCL	INCL	INCL	
10	Federal Clauses Aknownledged	*	INCL	INCL	INCL	
11	Prevailing Wages	*	INCL	INCL	INCL	
12	Subcontractor P&P Bond/SDI	*	50	50	50	
13	Sales Tax State/City/County	*	INCL	INCL	INCL	
14	Addenda Acknowledged	*	Yes	Yes	Yes	
15	Agree to Big-D Subcontract, Terms & Conditions	*	INCL	INCL	INCL	
16	Big-D Prequalified	*	INCL	INCL	INCL	
17	Agrees to Meet Insurance Requirements	*	INCL	INCL	INCL	
18	Valid Contractor License	*	INCL	INCL	INCL	
19	Hold bid 60 Days	*	Yes	Yes	Yes	
	Totals:		415	525	450	
	Variances:		0	110	35	
			0.0%	26.5%	8.4%	

UTA - Wash/Fueling/West Parking Lot

230000

23A HVAC & PLUMBING

Mason



Base Bid

KHI **622,462**

Spec Section	Scope of Work Description	KHI	Gunthers	VO Brothers	Notes
	BASE BID	INCL	INCL	INCL	
Spec	SPEC SECTIONS				
	HVAC SPEC SECTIONS				
23 05 00	BASIC MECHANICAL REQUIREMENTS	INCL	INCL	INCL	
23 05 29	BASIC MECHANICAL MATERIALS AND METHODS	INCL	INCL	INCL	
23 05 40	MECHANICAL SOUND AND VIBRATION CONTROL	INCL	INCL	INCL	
23 05 48	MECHANICAL SEISMIC CONTROL	INCL	INCL	INCL	
23 05 93	TESTING, ADJUSTING, AND BALANCING	INCL	INCL	INCL	
23 07 00	MECHANICAL INSULATION	INCL	INCL	INCL	
23 08 00	COMMISSIONING OF HVAC	INCL	INCL	INCL	
23 09 00	ELECTRONIC CONTROLS	INCL	INCL	INCL	
23 09 50	GAS DETECTION SYSTEM	INCL	INCL	INCL	
23 11 23	NATURAL GAS SYSTEMS	INCL	INCL	INCL	
23 21 13	HVAC PIPING AND SPECIALTIES	INCL	INCL	INCL	
23 21 23	HVAC PUMPS	INCL	INCL	INCL	
23 33 00	DUCTWORK AND ACCESSORIES	INCL	INCL	INCL	
23 34 00	AIR HANDLING FANS	INCL	INCL	INCL	
23 37 13	AIR INLETS AND OUTLETS	INCL	INCL	INCL	
23 51 00	BREECHINGS, CHIMNEYS, STACKS, AND FLUES	INCL	INCL	INCL	
23 52 00	BOILERS	INCL	INCL	INCL	
23 57 00	HEAT TRANSFER	INCL	INCL	INCL	
	PLUMBING SPEC SECTIONS				
07 84 13	PENETRATION FIRESTOPPING	INCL	INCL	INCL	
08 91 19	FIXED LOUVERS - L	INCL	INCL	INCL	
22 14 10	PLUMBING PIPING	INCL	INCL	INCL	
22 14 30	PLUMBING SPECIALTIES	INCL	INCL	INCL	
22 44 50	PLUMBING EQUIPMENT	INCL	INCL	INCL	
23 07 00	MECHANICAL INSULATION		INCL	INCL	
	TRADE SPECIFIC SCOPE				
1	Mobilization	INCL	INCL	INCL	
2	Mounting Hardware for Scope	INCL	INCL	INCL	
3	Access Doors for Scope	INCL	INCL	INCL	
4	Hoisting for Scope	INCL	INCL	INCL	
5	Firestopping for Scope	INCL	INCL	INCL	
6	Core Drilling for Scope	INCL	INCL	INCL	
7	Vibration Isolation	INCL	INCL	INCL	
I	WASH BUILDING	465,023	604,725	637,962	
8	Base Bid	465,023	604,725	637,962	
	HVAC Items	32,388	29,620	29,620	
9	Fixed Louvers	INCL	INCL	INCL	
10	Drum Louvers	INCL	INCL	INCL	
11	Mechanical System for wash Building	INCL	INCL	INCL	
12	CO Detection	INCL	INCL	INCL	
13	Automatic Glycol System Feeder	INCL	INCL	INCL	
14	Aluminum or Stainless Steel Ductwork in Wash Bays	INCL	INCL	INCL	
15	Bird Screen at Exhaust Openings	INCL	INCL	INCL	
16	Bird Screen at Duct Terminations	INCL	INCL	INCL	
17	Thermostat and Nema 4x Enclosure	INCL	INCL	INCL	
18	NOX Detection	INCL	INCL	INCL	
19	Menthane Sensors	INCL	INCL	INCL	
20	Comissioning	INCL	INCL	INCL	
21	Electric Unit Heaters	INCL	INCL	INCL	

22	Exhaust Fans	INCL	INCL	INCL	
23	Gas Fired Unit Heaters	INCL	INCL	INCL	
24	Split Systems	2,768	INCL	INCL	
25	Snowmelt Boiler System	17,370	17,370	17,370	
26	Emergency Ventilation System	12,250	12,250	12,250	
27	Air Separator	INCL	INCL	INCL	
28	Expansion Tank	INCL	INCL	INCL	
29	Combustion Air Intake	INCL	INCL	INCL	
30	Gooseneck at Roof per 3/04-M501	INCL	INCL	INCL	
31	Flexible Connection per 2/04-M501	INCL	INCL	INCL	
32	Roof Mounted Equipment Curb per 1/04-M501	INCL	INCL	INCL	
33	Make UP Air Units	INCL	INCL	INCL	
34	Control Dampers	INCL	INCL	INCL	
35	Air Cooled Heat Pump	INCL	INCL	INCL	
36	Smoke Test at Completion of Work	INCL	INCL	INCL	
Plumbing Items		23,496	27,413	34,170	
37	Plumbing for Wash Equipment	INCL	INCL	INCL	
38	Plumbing at Washing Building	INCL	INCL	INCL	
39	Water Heater and Accessories	INCL	INCL	INCL	
40	Storage Tanks per plan (2) (including interconnecting piping)	23,496	27,413	34,170	
41	Gas Piping	INCL	INCL	INCL	
42	PRV Station	INCL	INCL	INCL	
43	Gas Water Heater	INCL	INCL	INCL	
44	Floor Cleanouts	INCL	INCL	INCL	
45	Wall Cleanouts	INCL	INCL	INCL	
46	Vents through roof	INCL	INCL	INCL	
47	Roof Drains	INCL	INCL	INCL	
48	Overflow Roof Drains	INCL	INCL	INCL	
49	Downspout Nozzles	INCL	INCL	INCL	
50	Surface Cleanouts	INCL	INCL	INCL	
51	Floor Sinks	INCL	INCL	INCL	
52	Gas Regulator	INCL	INCL	INCL	
53	Reduced Pressure Backflow Preventer	INCL	INCL	INCL	
54	Mixing Valve	INCL	INCL	INCL	
55	Natural Gas Pressure Regulators	INCL	INCL	INCL	
56	Wall Mounted Hose Bib	INCL	INCL	INCL	
57	Emergency Shower Eyewash	INCL	INCL	INCL	
58	Sillcock	INCL	INCL	INCL	
II WEST PARKING AREA					
59	N/A				
III TEMPORARY PARKING AREA					
60	N/A				
IV FUELING					
61	N/A				
V BREEZEWAY RENOVATION		92,094	122,385	129,504	
62	Base Bid	92,094	122,385	129,504	
HVAC Items					
63	Fixed Louvers	INCL	INCL	INCL	
64	Drum Louvers	INCL	INCL	INCL	
65	HVAC for Breezeway	INCL	INCL	INCL	
Plumbing Items					
66	Drain for Condensate Lines	INCL	INCL	INCL	
GENERAL ITEMS		9,461	8,561	9,076	
67	Agrees to Meet Buy America Requirements	INCL	INCL	INCL	Except for Split System
68	Federal Clauses Acknowledged	INCL	INCL	INCL	
69	Prevailing Wages	INCL	INCL	INCL	
70	Subcontractor Default Insurance	INCL	INCL	INCL	
71	Subcontractor P&P Bond	9,461	8,561	9,076	
72	Tax Exempt	INCL	INCL	INCL	
73	Addenda Acknowledged	INCL	INCL	INCL	
74	Agree to Big-D Subcontract, Terms & Conditions	INCL	INCL	INCL	
75	Big-D Prequalified	INCL	INCL	INCL	
76	Agrees to Meet Insurance Requirements	INCL	INCL	INCL	
77	Valid Contractor License	INCL	INCL	INCL	
78	Bid Valid for 60 Days	INCL		INCL	

Totals:	622,462	792,704	840,332
Variances:	0	170,241	217,869
	0.0%	27.3%	35.0%

UTA - Wash/Fueling/West Parking Lot

260000

26A Electrical

John



Base Bid

Skyline/Falcon (UUCP)

1,327,713

Spec Section	Scope of Work Description	Skyline/Falcon (UUCP)	GSL	Wasatch	Notes
BASE BID					
Spec	SPEC SECTIONS				
07 84 13	PENETRATION FIRESTOPPING	INCL	INCL	INCL	
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	INCL	INCL	INCL	
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	INCL	INCL	INCL	
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	INCL	INCL	INCL	
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	INCL	INCL	INCL	
26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	INCL	INCL	INCL	
26 05 43	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	INCL	INCL	INCL	
26 05 48	VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS	INCL	INCL	INCL	
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	INCL	INCL	INCL	
26 09 23	LIGHTING CONTROL DEVICES	INCL	INCL	INCL	
26 09 36	MODULAR DIMMING CONTROLS	INCL	INCL	INCL	
26 09 43	NETWORK LIGHTING CONTROLS	INCL	INCL	INCL	
26 22 00	LOW-VOLTAGE TRANSFORMERS	INCL	INCL	INCL	
26 24 13	SWITCHBOARDS	INCL	INCL	INCL	
26 24 16	PANELBOARDS	INCL	INCL	INCL	
26 24 19	MOTOR-CONTROL CENTERS	INCL	INCL	INCL	
26 26 53	LEVEL 2 ELECTRIC VEHICLE CHARGING EQUIPMENT	INCL	INCL	INCL	
26 27 13	ELECTRICITY METERING	INCL	INCL	INCL	
26 27 26	WIRING DEVICES	INCL	INCL	INCL	
26 28 13	FUSES	INCL	INCL	INCL	
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	INCL	INCL	INCL	
26 29 13	ENCLOSED CONTROLLERS	INCL	INCL	INCL	
26 32 13	ENGINE GENERATORS	INCL	INCL	INCL	
26 36 00	TRANSFER SWITCHES	INCL	INCL	INCL	
26 51 00	INTERIOR LIGHTING	INCL	INCL	INCL	
26 56 00	EXTERIOR LIGHTING	INCL	INCL	INCL	
27 11 00	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	INCL	INCL	INCL	
27 13 00	COMMUNICATIONS BACKBONE CABLING	INCL	INCL	INCL	
27 15 00	COMMUNICATIONS HORIZONTAL CABLING	INCL	INCL	INCL	
27 41 00	GENERAL TECHNOLOGY SYSTEMS REQUIREMENTS	INCL	INCL	INCL	
27 41 01	BASIC TECHNOLOGY SYSTEMS REQUIREMENTS	INCL	INCL	INCL	
27 41 02	BASIC TECHNOLOGY SYSTEMS MATERIALS AND METHODS	INCL	INCL	INCL	
27 41 14	VIDEO SYSTEMS	INCL	INCL	INCL	
27 41 15	CONTROL SYSTEMS	INCL	INCL	INCL	
28 31 11	DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM	INCL	INCL	INCL	
08 313 13	ACCESS DOORS AND FRAMES	INCL	INCL	INCL	
TRADE SPECIFIC SCOPE					
WASH BUILDING		210,438	278,300	547,005	
1	Convenience Receptacles	191,838	259,500	533,705	
2	Lighting	INCL	INCL	INCL	
3	MEP Power	INCL	INCL	INCL	
4	FA	INCL	INCL	INCL	
5	Power from existing MSF @ fuel/fare building	5,300	5,500	INCL	
6	Card Access	INCL	INCL	INCL	
7	Surveillance	INCL	INCL	INCL	
8	Temp power and lighting	7,050	7,050	7,050	
9	Temp Gate	6,250	6,250	6,250	
Site		890,712	574,753	1,344,415	
10	Conduit	780,008	510,600	1,284,239	
11	Generator	INCL	INCL	INCL	

12	MSA	INCL	INCL	INCL	
13	Pullbox	2,950	3,977	INCL	
14	Site Lighting	INCL	INCL	INCL	
15	Concrete Pole Bases	INCL	INCL	INCL	
16	Power to Landscape Controller	1,676	1,676	1,676	
17	Transformer pad vault 03-EE503	INCL	INCL	INCL	
18	Make Safe existing power poles	INCL	INCL	INCL	
19	3x5 pull boxes	INCL	INCL	INCL	
20	Furnish (2) ATS's	INCL	INCL	INCL	
21	Power Consumption	16,000	16,000	16,000	
22	Site Temp Power	25,000	25,000	25,000	
23	Car Chargers	45,428	INCL	INCL	
24	Temp Power for job trailer	17,500	17,500	17,500	
25	Extended generator warranty	2,150	INCL	INCL	
FUELING		127,045	346,150	258,619	
26	Locate and extend conduits to fuel island 03-ES601	59,125	281,400	198,769	
27	Mount PP1 and Veeder Route Panels and feed out to fueling island	INCL	INCL	INCL	
28	Final Connections of the fueling equipment	3,900	4,900	INCL	
29	Light poles removal and reinstallation	15,350	15,350	15,350	
30	Gate addendum	3,875	4,500	4,500	
31	Branch Panel for temp lighting	10,500	10,500	10,500	
32	Wire for equipment	34,295	29,500	29,500	
BREEZEWAY RENOVATION		109,482	109,246	186,632	
31	Demo/make safe	109,482	109,246	186,632	
32	MEP Connections	INCL	INCL	INCL	
33	1LA Panel	INCL	INCL	INCL	
34	New Circuit from 1LB panel	INCL	INCL	INCL	
GENERAL ITEMS		(9,964)	40,467	29,578	
35	Agrees to Meet Buy America Requirements	INCL	N	N	
36	Federal Clauses Acknowledged	INCL	INCL	INCL	
37	Prevailing Wages	INCL	INCL	INCL	
38	Subcontractor P&P Bond/SDI	16,596	40,467	29,578	
39	Tax Exempt	(26,560)	Y	Y	
40	Addenda Acknowledged	1,	1,	1,	
41	Agree to Big-D Subcontract, Terms & Conditions	INCL	INCL	INCL	
42	Big-D Prequalified	Y-\$2,995,833	Y-\$10,451,208	Y-\$14,175,000	
43	Agrees to Meet Insurance Requirements	*	*	*	
44	Valid Contractor License	Y	Y	Y	
Totals:		1,327,713	1,348,916	2,366,250	
Variations:		0	21,203	1,038,537	
		0.0%	1.6%	78.2%	

UTA - Wash/Fueling/West Parking Lot

260000

26A Electrical

John



Base Bid

Skyline/Falcon (UUCP)

Spec Section	Scope of Work Description	Skyline/Falcon (UUCP)	GSL	Wasatch	Notes
	BASE BID				
Spec	SPEC SECTIONS				
07 84 13	PENETRATION FIRESTOPPING	INCL	INCL	INCL	
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	INCL	INCL	INCL	
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	INCL	INCL	INCL	
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	INCL	INCL	INCL	
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	INCL	INCL	INCL	
26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	INCL	INCL	INCL	
26 05 43	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	INCL	INCL	INCL	
26 05 48	VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS	INCL	INCL	INCL	
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	INCL	INCL	INCL	
26 09 23	LIGHTING CONTROL DEVICES	INCL	INCL	INCL	
26 09 36	MODULAR DIMMING CONTROLS	INCL	INCL	INCL	
26 09 43	NETWORK LIGHTING CONTROLS	INCL	INCL	INCL	
26 22 00	LOW-VOLTAGE TRANSFORMERS	INCL	INCL	INCL	
26 24 13	SWITCHBOARDS	INCL	INCL	INCL	
26 24 16	PANELBOARDS	INCL	INCL	INCL	
26 24 19	MOTOR-CONTROL CENTERS	INCL	INCL	INCL	
26 26 53	LEVEL 2 ELECTRIC VEHICLE CHARGING EQUIPMENT	INCL	INCL	INCL	
26 27 13	ELECTRICITY METERING	INCL	INCL	INCL	
26 27 26	WIRING DEVICES	INCL	INCL	INCL	
26 28 13	FUSES	INCL	INCL	INCL	
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	INCL	INCL	INCL	
26 29 13	ENCLOSED CONTROLLERS	INCL	INCL	INCL	
26 32 13	ENGINE GENERATORS	INCL	INCL	INCL	
26 36 00	TRANSFER SWITCHES	INCL	INCL	INCL	
26 51 00	INTERIOR LIGHTING	INCL	INCL	INCL	
26 56 00	EXTERIOR LIGHTING	INCL	INCL	INCL	
27 11 00	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	INCL	INCL	INCL	
27 13 00	COMMUNICATIONS BACKBONE CABLING	INCL	INCL	INCL	
27 15 00	COMMUNICATIONS HORIZONTAL CABLING	INCL	INCL	INCL	
27 41 00	GENERAL TECHNOLOGY SYSTEMS REQUIREMENTS	INCL	INCL	INCL	
27 41 01	BASIC TECHNOLOGY SYSTEMS REQUIREMENTS	INCL	INCL	INCL	
27 41 02	BASIC TECHNOLOGY SYSTEMS MATERIALS AND METHODS	INCL	INCL	INCL	
27 41 14	VIDEO SYSTEMS	INCL	INCL	INCL	
27 41 15	CONTROL SYSTEMS	INCL	INCL	INCL	
28 31 11	DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM	INCL	INCL	INCL	
08 313 13	ACCESS DOORS AND FRAMES	INCL	INCL	INCL	
TRADE SPECIFIC SCOPE					
WASH BUILDING		210,438	278,300	547,005	
1	Convenience Receptacles	191,838	259,500	533,705	
2	Lighting	INCL	INCL	INCL	
3	MEP Power	INCL	INCL	INCL	
4	FA	INCL	INCL	INCL	
5	Power from existing MSF @ fuel/fare building	5,300	5,500	INCL	
6	Card Access	INCL	INCL	INCL	
7	Surveillance	INCL	INCL	INCL	
8	Temp power and lighting	7,050	7,050	7,050	
9	Temp Gate	6,250	6,250	6,250	
Site		890,712	574,753	1,344,415	
10	Conduit	780,008	510,600	1,284,239	
11	Generator	INCL	INCL	INCL	
12	MSA	INCL	INCL	INCL	

13	Pullbox	2,950	3,977	INCL	
14	Site Lighting	INCL	INCL	INCL	
15	Concrete Pole Bases	INCL	INCL	INCL	
16	Power to Landscape Controller	1,676	1,676	1,676	
17	Tansformer pad vault 03-EE503	INCL	INCL	INCL	
18	Make Safe existing power poles	INCL	INCL	INCL	
19	3x5 pull boxes	INCL	INCL	INCL	
20	Furnish (2) ATS's	INCL	INCL	INCL	
21	Power Consumption	16,000	16,000	16,000	
22	Site Temp Power	25,000	25,000	25,000	
23	Car Chargers	45,428	INCL	INCL	
24	Temp Power for job trailer	17,500	17,500	17,500	
25	Extended generator warranty	2,150	INCL	INCL	
FUELING		127,045	346,150	258,619	
26	Locate and extend conduits to fuel lisland 03-ES601	59,125	281,400	198,769	
27	Mount PP1 and Veeder Route Panels and feed out to fueling island	INCL	INCL	INCL	
28	Final Connections of the fueling equipment	3,900	4,900	INCL	
29	Light poles removal and reinstallation	15,350	15,350	15,350	
30	Gate addendum	3,875	4,500	4,500	
31	Branch Panel for temp lighting	10,500	10,500	10,500	
32	Wire for equipment	34,295	29,500	29,500	
BREEZEWAY RENOVATION		109,482	109,246	186,632	
31	Demo/make safe	109,482	109,246	186,632	
32	MEP Connections	INCL	INCL	INCL	
33	1LA Panel	INCL	INCL	INCL	
34	New Circuit from 1LB panel	INCL	INCL	INCL	
GENERAL ITEMS		(9,964)	40,467	29,578	
	Agrees to Meet Buy America Requirements	INCL	N	N	
	Federal Clauses Acknowledged	INCL	INCL	INCL	
	Prevailing Wages	INCL	INCL	INCL	
	Subcontractor P&P Bond/SDI	16,596	40,467	29,578	
	Tax Exempt	(26,560)	Y	Y	
	Addenda Acknowledged	1,	1,	1,	
	Agree to Big-D Subcontract, Terms & Conditions	INCL	INCL	INCL	
	Big-D Prequalified	Y-\$2,995,833	Y-\$10,451,208	Y-\$14,175,000	
	Agrees to Meet Insurance Requirements	*	*	*	
	Valid Contractor License	Y	Y	Y	
Totals:		1,327,713	1,348,916	2,366,250	
Variations:		0	21,203	1,038,537	
		0.0%	1.6%	78.2%	

UTA - Wash/Fueling/West Parking Lot

310000

31A Earthwork

Mason



Base Bid

TEC 1,094,684

Spec Section	Scope of Work Description	KW Excavation (UUCP)	TEC	Windriver	Sunroc	Reynolds	Notes
	BASE BID	646,335	962,652	1,195,066	INCL	1,469,618	
Spec	SPEC SECTIONS						
31 10 00	SITE CLEARING	INCL	INCL	INCL	INCL	INCL	
31 10 00	EARTH MOVING	INCL	INCL	INCL	INCL	INCL	
31 23 19	DEWATERING	INCL	INCL	INCL	INCL	INCL	
31 50 00	EXCAVATION SUPPORT AND PROTECTION	INCL	INCL	INCL	INCL	INCL	
33 41 00	STORM UTILITY DRAINAGE PIPING	INCL	INCL	INCL	INCL	INCL	
33 31 00	SANITARY SEWER PIPING	INCL	INCL	INCL	INCL	INCL	
00 31 32	GEOTECHNICAL DATA	INCL	INCL	INCL	INCL	INCL	
	TRADE SPECIFIC SCOPE	91,503	32,953		27,953	22,953	
1	Base Bid	17,550	10,000	INCL	10,000	10,000	
2	Site Supervision	64,000	INCL	INCL	INCL	INCL	
3	SWPPP Install and Maintenance while on site	3,000	3,000	INCL	3,000	3,000	
4	Street Sweeping	INCL	10,000	INCL	10,000	INCL	
5	Construction Entrance/ Trackout Pad	2,000	2,000	INCL	INCL	2,000	
6	Inlet Protection	1,875	1,875	INCL	1,875	1,875	
7	Silt Fence	3,078	3,078	INCL	3,078	3,078	
8	Dust Control	INCL	3,000	INCL	INCL	3,000	
	WASH BUILDING	67,707	55,339	55,339	308,034	67,707	
9	Base Bid	INCL	INCL	INCL	240,327	INCL	
10	Structural Excavation	INCL	INCL	INCL	INCL	INCL	
11	Import 1 Foot of Structural Fill Under footings and any Disturbed Soil under the building Building per Exhibit, plans and specs, and geotech.	INCL	INCL	INCL	INCL	INCL	
12	4-inches of Road Base Under Slab at both bays per exhibit, plans and specs, and Geotech	INCL	INCL	INCL	INCL	INCL	
13	Backfill	INCL	INCL	INCL	INCL	INCL	
14	Sawcutting and removal of existing asphalt and concrete paving where shown on plans	INCL	INCL	INCL	INCL	INCL	
15	Subgrade and 12" Base prep for New PCCP around Wash Building	INCL	INCL	INCL	INCL	INCL	
16	12" Inches overex and import to get 24" total granular borrow base	12,368	INCL	INCL	12,368	12,368	
17	Storm Drain Connection to Trench Drains Outside Wash Building	INCL	INCL	INCL	INCL	INCL	
18	(2) New COB's outside of Wash Building per sheet	INCL	INCL	INCL	INCL	INCL	
19	8" PVC Storm Drain Line	INCL	INCL	INCL	INCL	INCL	
20	1000 Oil and Water Separator with Sampling Manhole	INCL	INCL	INCL	INCL	INCL	
21	(2) Model 5H Skimmers and mounting hardware	21,954	21,954	21,954	21,954	21,954	
22	(2) Oil Transfer Pump	3,710	3,710	3,710	3,710	3,710	
23	(2)250 Gallon Discharge Chambers	6,050	6,050	6,050	6,050	6,050	
24	Replace Concrete Panels from Conduit Trench	18,750	18,750	18,750	18,750	18,750	
25	Lay Conduit for Power to Skimmers	3,825	3,825	3,825	3,825	3,825	
26	Run Power to skimmers	1,050	1,050	1,050	1,050	1,050	
27	Sanitary Sewer Line per plan	INCL	INCL	INCL	INCL	INCL	
	WEST PARKING AREA	120,336			878,417	120,336	
28	Base Bid	INCL	INCL	INCL	758,081	INCL	
29	11" Overex and Import Granular Borrow to achieve 24"	120,336	INCL	INCL	120,336	120,336	
30	Curb and Gutter Subgrade and Base Prep	INCL	INCL	INCL	INCL	INCL	
31	Water Line, fittings, and fixtures per Exhibit	INCL	INCL	INCL	INCL	INCL	
32	Fire Line, fittings and fixtures per Exhibit	INCL	INCL	INCL	INCL	INCL	
33	Storm Drain Line, Boxes, Inlets, Catch Basins, etc per Exhibit	INCL	INCL	INCL	INCL	INCL	
34	Sewer Line, Manholes, Cleanouts, etc per Exhibit	INCL	INCL	INCL	INCL	INCL	
35	Removal of Existing fence for extension of West parking lot	INCL	INCL	INCL	INCL	INCL	
36	Removal of Light Pole Bases	INCL	INCL	INCL	INCL	INCL	
37	Removal of Curb and Gutter	INCL	INCL	INCL	INCL	INCL	
38	Remove Existing Asphalt	INCL	INCL	INCL	INCL	INCL	
39	Misc Demolition / Clearing	INCL	INCL	INCL	INCL	INCL	
40	Backfill at curb and gutter	INCL	INCL	INCL	INCL	INCL	
	TEMPORARY PARKING AREA	45,423	900	185,400	233,700	900	

41	Base Bid	INCL	INCL	INCL	INCL	INCL
42	856 CY of Backfill of old Building D6 Footing Removal from Existing Soils on stockpiled on site	28,998	INCL	INCL	15,000	INCL
43	Strip Vegetation and trees from stockpiled soils	INCL	INCL	INCL	15,300	INCL
44	Grading of Old Building D6 Area	INCL	INCL	184,500	184,500	INCL
45	Repair of existing storm drain line per exhibit	5,000	INCL	INCL	18,000	INCL
46	Plug and Block existing storm drain outlet per exhibit	INCL	INCL	INCL	INCL	INCL
47	Re-route storm drain above grade with 2" Pump in Catch Basin	10,525	INCL	INCL	INCL	INCL
48	Camera Existing Storm Drain Line	900	900	900	900	900
FUELING		28,641		7,800	106,674	28,641
49	Base Bid	INCL	INCL	INCL	78,033	INCL
50	(2) Storm Capture Boxes w/ Filter Fabric	15,000	INCL	INCL	15,000	15,000
51	Rock Retaining Wall	6,000	INCL	7,800	6,000	6,000
52	Storm Drain Lines	INCL	INCL	INCL	INCL	INCL
53	Removal of Portion of Fence for new Drive Lane	INCL	INCL	INCL	INCL	INCL
54	Curb and Gutter Subgrade and Base Prep	INCL	INCL	INCL	INCL	INCL
55	Backfill at curb and gutter	INCL	INCL	INCL	INCL	INCL
56	PCCP - Provide Subgrade and 12" Base Prep	INCL	INCL	INCL	INCL	INCL
57	12" Overex and Import Additional 12" Granular Borrow to achieve 24"	7,641	INCL	INCL	7,641	7,641
58	Fuel Canopies Footings Excavation	INCL	INCL	INCL	INCL	INCL
59	Prep for fueling pads	INCL	INCL	INCL	INCL	INCL
60	Prep for wall around fueling area	INCL	INCL	INCL	INCL	INCL
BREEZEWAY RENOVATION			10,000		10,000	10,000
61	Base Bid	INCL	INCL	INCL	INCL	INCL
62	Relocation of Fire Riser at Breezeway	INCL	10,000	INCL	10,000	10,000
63	Excavation / Prep for footings at Generator / Trash Enclosure	INCL	INCL	INCL	INCL	INCL
64	Backfill at Generator / Trash Enclosure	INCL	INCL	INCL	INCL	INCL
65	Road Base Under Slab at Generator / Trash Enclosure	INCL	INCL	INCL	INCL	INCL
66	Excavation / Prep for footings at Breezeway	INCL	INCL	INCL	INCL	INCL
67	Backfill at Breezeway	INCL	INCL	INCL	INCL	INCL
GENERAL ITEMS		30,926	32,841	44,648	48,395	53,201
68	Agrees to Meet Buy America Requirements	INCL	INCL	INCL	INCL	INCL
69	Federal Clauses Acknowledged	INCL	INCL	INCL	INCL	INCL
70	Prevailing Wages	INCL	INCL	INCL	INCL	INCL
71	Subcontractor Default Insurance	INCL	INCL	INCL	INCL	INCL
72	Subcontractor P&P Bond	30,926	32,841	44,648	48,395	53,201
73	Tax Exempt	INCL	INCL	INCL	INCL	INCL
74	Addenda Acknowledged	INCL	INCL	INCL	INCL	INCL
75	Agree to Big-D Subcontract, Terms & Conditions	INCL	INCL	INCL	INCL	INCL
76	Big-D Prequalified	INCL	INCL	INCL	INCL	INCL
77	Agrees to Meet Insurance Requirements	INCL	INCL	INCL	INCL	INCL
78	Valid Contractor License	INCL	INCL	INCL	INCL	INCL
79	Hold Bid for 60 Days	INCL				
Totals:		1,030,871	1,094,684	1,488,253	1,613,174	1,773,355
Variances:		-63,813	0	393,569	518,490	678,671
		-5.8%	0.0%	36.0%	47.4%	62.0%

UTA - Wash/Fueling/West Parking Lot

321216

32A Asphalt Paving

Mason



Base Bid

Miller Paving 157,934

Spec Section	Scope of Work Description	Miller Paving	Stripe Zone	Staker	Morgan	KW Excavation (UUCP)	Kilgore	Geneva	Notes
	BASE BID	INCL	INCL	INCL	INCL	173,453	INCL	179,912	
Spec	SPEC SECTIONS								
32 12 16	ASPHALT PAVING	INCL		INCL	INCL	INCL	INCL	INCL	
32 17 23	PAVEMENT MARKINGS	INCL	INCL	INCL	INCL	INCL	INCL		
	TRADE SPECIFIC SCOPE		1,500			1,500	2,400	5,000	
1	Mobilizations	INCL	1,500	INCL	INCL	1,500	2,400	5,000	
	WASH BUILDING								
2	N/A								
	WEST PARKING AREA	132,460	133,610	135,881	151,858	3,000	166,171	15,640	
3	Mobilization	INCL	INCL	INCL	INCL	INCL	INCL	INCL	
4	Option 1: 3" Asphalt over 6" RoadBase over 9" Granular Subbase	EXCL	EXCL	EXCL	EXCL	EXCL	EXCL	EXCL	Went with Option 2
5	Option 2: 3" Asphalt over 13" RoadBase	117,670	117,670	123,581	126,608	INCL	153,671	INCL	Option 2 less cost
6	Pavement Markings Mobilization	3,000	3,000	3,000	3,000	3,000	3,000	3,000	
7	Striping	1,900	805	9,300	22,250	INCL	9,500	805	
8	Directional Arrows	INCL	150	INCL	INCL	INCL	INCL	150	
9	Handicap Stencils	INCL	210	INCL	INCL	INCL	INCL	210	
10	Handicap Parking Signs	7,890	1,750	INCL	INCL	INCL	INCL	1,750	
11	Handicap Parking Van Acces. Signs	INCL	375	INCL	INCL	INCL	INCL	375	
12	Fire Lane No Parking Sign	INCL	375	INCL	INCL	INCL	INCL	375	
13	Fuel Efficient/ Low Emission Vehicle Sign	INCL	3,600	INCL	INCL	INCL	INCL	3,600	
14	Car Pool / Van Pool Sign	INCL	3,375	INCL	INCL	INCL	INCL	3,375	
15	Concrete Wheel Stops	2,000	2,300	INCL	INCL	INCL	INCL	2,000	
	TEMPORARY PARKING AREA	20,736	19,979	22,005	29,122	4,500	20,493	19,979	
16	Mobilization	1,800	1,000	1,000	INCL	INCL	INCL	1,000	
17	Base Level Course	INCL	4,420	4,500	6,500	INCL	5,750	4,420	
18	Mill Existing Asphalt	4,500	4,500	4,500	4,500	4,500	4,500	4,500	
19	1" Asphalt Overlay	13,836	9,926	11,530	17,472	INCL	10,110	9,926	
20	Striping	600	133	475	650	INCL	133	133	
	FUELING								
21	Option 1: 3" Asphalt over 6" RoadBase over 9" Granular Subbase	EXCL	EXCL	EXCL	EXCL	EXCL	EXCL	EXCL	PCCP
22	Option 2: 3" Asphalt over 13" RoadBase	EXCL	EXCL	EXCL	EXCL	EXCL	EXCL	EXCL	PCCP
23	Option 3: 9.5" PCC Paving By concrete subcontractor	In Concrete	In Concrete	In Concrete	In Concrete	In Concrete	In Concrete	In Concrete	
	BREEZEWAY RENOVATION								
24	N/A								
	GENERAL ITEMS	4,738	4,797	4,883	5,597	5,643	5,847	6,821	
25	Agrees to Meet Buy America Requirements	INCL				INCL			
26	Federal Clauses Acknowledged	INCL				INCL			
27	Prevailing Wages	INCL				INCL			
28	Subcontractor Default Insurance	INCL				INCL			
29	Subcontractor P&P Bond	4,738	4,797	4,883	5,597	5,643	5,847	6,821	
30	Tax Exempt	INCL				INCL			
31	Addenda Acknowledged	INCL				INCL			
32	Agree to Big-D Subcontract, Terms & Conditions					INCL			
33	Big-D Prequalified					INCL			
34	Agrees to Meet Insurance Requirements					INCL			
35	Valid Contractor License	INCL	INCL	INCL	INCL	INCL	INCL		
36	Bid Valid for 60 Days					INCL			
	Totals:	157,934	159,886	162,770	186,578	188,096	194,911	227,352	
	Variances:	0	1,952	4,836	28,644	30,161	36,977	69,417	
		0.0%	1.2%	3.1%	18.1%	19.1%	23.4%	44.0%	

UTA - Wash/Fueling/West Parking Lot

321313

32B Concrete Paving

Mason



Base Bid

Comers Concrete (UUCP) 302,086

Spec Section	Scope of Work Description	Green Construction	Comers Concrete (UUCP)	Notes
	BASE BID	INCL	INCL	
Spec	SPEC SECTIONS			
32 13 13	CONCRETE PAVING	INCL	INCL	
32 13 73	CONCRETE PAVING JOINT SEALANTS	INCL	INCL	
07 92 00	JOINT SEALANTS	INCL	INCL	
	TRADE SPECIFIC SCOPE	7,047	7,047	
1	Joint sealants for site concrete	3,000	3,000	
2	Concrete Washout	4,047	4,047	
	WASH BUILDING	84,230	130,475	
3	Mobilization	4,126	INCL	
4	9.5" PCCP Paving	80,104	130,475	
5	12" Base Course at PCCP Paving	By Earthwork	By Earthwork	
	WEST PARKING AREA	98,633	137,195	
6	Mobilization	5,535	15,000	
7	24" Curb and Gutter	77,029	106,046	
8	3' Concrete Water Way	2,503	2,150	
9	Sidewalk in Island	1,379	13,099	
10	Sidewalk to FLHQ	11,287	INCL	
11	Truncated Domes	900	900	
	TEMPORARY PARKING AREA			
12	N/A			
	FUELING	57,920	18,307	
13	Mobilization	5,000	5,000	
14	Concrete Pad at Fueling Island	Big-D Concrete	Big-D Concrete	
15	12" Reinforced Mat Slab	Big-D Concrete	Big-D Concrete	
16	Formwork	5,000	5,000	
17	Concrete Pads at Gate Operators?	By Fencing	By Fencing	
18	Curb Wall around Fueling Equipment	Big-D Concrete	Big-D Concrete	
19	Curb and Gutter	7,705	INCL	
20	Drive Approaches	8,277	8,307	
21	9.5" PCCP at Fueling Area	31,938	INCL	
	BREEZEWAY RENOVATION			
22	Generator/ Trash Enclosure Pad	Big-D Concrete	Big-D Concrete	
	GENERAL ITEMS	7,665	9,063	
23	Agrees to Meet Buy America Requirements		INCL	
24	Federal Clauses Acknowledged		INCL	
25	Prevailing Wages		INCL	
26	Subcontractor Default Insurance		INCL	
27	Subcontractor P&P Bond	7,665	9,063	
28	Tax Exempt	INCL	INCL	
29	Addenda Acknowledged		INCL	
30	Agree to Big-D Subcontract, Terms & Conditions		INCL	
31	Big-D Prequalified		INCL	
32	Agrees to Meet Insurance Requirements		INCL	
33	Valid Contractor License	INCL	INCL	
34	Bid good for 60 Days		INCL	
	Totals:	255,495	302,086	
	Variations:	-46,592	0	
		-15.4%	0.0%	

UTA - Wash/Fueling/West Parking Lot

329000

32D Planting

Mason



Base Bid

Erickson Landscaping 100,594

Spec Section	Scope of Work Description	Erickson Landscaping	Prosecutive	Landscape Specialties	ACE Landscape (UUCP)	Timp Sprinkler (UUCP)	Notes
	BASE BID	93,582	153,219	INCL	237,399	384,494	
Spec	SPEC SECTIONS						
32 84 23	UNDERGROUND IRRIGATION SYSTEMS	INCL	INCL	INCL	INCL	INCL	
32 84 24	BACKFILLING IRRIGATION TRENCHES	INCL	INCL	INCL	INCL	INCL	
32 91 19	LANDSCAPE GRADING	INCL	INCL	INCL	INCL	INCL	
32 93 00	PLANTS	INCL	INCL	INCL	INCL	INCL	
32 94 10	LANDSCAPE EDGING	INCL	INCL	INCL	INCL	INCL	
32 94 57	TREE AND TRENCH GRATES	INCL	INCL	INCL	INCL	INCL	
33 05 20	Backfilling irrigation trenches	INCL	INCL	INCL	INCL	INCL	
	TRADE SPECIFIC SCOPE	5,000	10,000	5,000	25,200	5,000	
1	Mobilizations	5,000	5,000	5,000	5,000	5,000	
2	30 day Maintenance	INCL	5,000	INCL	INCL	INCL	
3	Warranty	INCL	INCL	INCL	20,200	INCL	
	WASH BUILDING						
4	N/A						
	WEST PARKING AREA			125,400			
5	Landscaping at west parking area	INCL	INCL	88,000	INCL	INCL	
6	Irrigation at West parking area	INCL	INCL	19,000	INCL	INCL	
7	Irrigation Controller (Coordinate with Electrical)	INCL	INCL		INCL	INCL	
8	Top Soil in Islands	INCL	INCL	18,400	INCL	INCL	
	TEMPORARY PARKING AREA						
9	N/A						
	FUELING			86,800			
10	Landscaping at Fueling area	INCL	INCL	56,000	INCL	INCL	
11	Irrigation at Fueling area	INCL	INCL	8,800	INCL	INCL	
12	Top Soil	INCL	INCL	22,000	INCL	INCL	
	BREEZEWAY RENOVATION						
13	N/A						
	GENERAL ITEMS	2,012	5,048	6,718	8,122	12,046	
14	Agrees to Meet Buy America Requirements	INCL	INCL	INCL		INCL	
15	Federal Clauses Acknowledged	INCL	INCL	INCL		INCL	
16	Prevailing Wages	INCL	INCL	INCL		INCL	
17	Subcontractor Default Insurance	INCL	INCL	INCL		INCL	
18	Subcontractor P&P Bond	2,012	5,048	6,718	8,122	12,046	
19	Tax Exempt	INCL	INCL	INCL		INCL	
20	Addenda Acknowledged	INCL	INCL	INCL		INCL	
21	Agree to Big-D Subcontract, Terms & Conditions	INCL	INCL	INCL		INCL	
22	Big-D Prequalified	INCL	INCL	INCL		INCL	
23	Agrees to Meet Insurance Requirements	INCL	INCL	INCL		INCL	
24	Valid Contractor License	INCL	INCL	INCL		INCL	
25	Bid Valid for 60 Days	INCL		INCL		INCL	
	Totals:	100,594	168,266	223,918	270,721	401,540	
	Variances:	0	67,673	123,324	170,127	300,946	
		0.0%	67.3%	122.6%	169.1%	299.2%	

UTA - Wash/Fueling/West Parking Lot

323100

32C Fences And Gates

Mason



Base Bid

Custom Fence 102,693

Spec Section	Scope of Work Description	Custom Fence	Roylance Fence	Wasatch Front Fence (UUCP)	Mountain States Fence	Notes
	BASE BID	50,074	INCL	INCL	INCL	
Spec	SPEC SECTIONS					
32 31 13	CHAIN LINK FENCES AND GATES	INCL	INCL	INCL	INCL	
	TRADE SPECIFIC SCOPE	31,110	31,110	31,110	31,110	
1	Mobilizations	5,000	5,000	5,000	5,000	
2	Saw Cut Curb and Gutter for temporary entrance and haul off	2,050	2,050	2,050	2,050	
3	Clear and Grub Landscape for Temp Entrance	290	290	290	290	
4	Remove Tree	350	350	350	350	
5	1 Foot Excavate and Stockpile	720	720	720	720	
6	3" Asphalt over 6" Base	2,340	2,340	2,340	2,340	
7	Auto Operated Cantilever Gate	20,000	20,000	20,000	20,000	
8	Gate Remotes for Drivers	360	360	360	360	
	WASH BUILDING					
9	N/A					
	WEST PARKING AREA	10,756	45,496	57,379	73,940	
10	Base Bid	INCL	INCL	INCL	63,684	
11	7' Chain link fencing per specifications	INCL	12,240	10,787	INCL	
12	(1) Auto Operated Cantilever Gate	INCL	18,500	28,550	INCL	
13	Auto Operator Hysecurity Slide Driver 15	INCL	INCL	INCL	INCL	
14	Sensor Loop (Sawcut or Install before paving?)	2,500	2,500	INCL	INCL	
15	Key Pad	INCL	4,000	INCL	4,000	
16	Concrete pad for Auto Operator	2,000	2,000	INCL	INCL	
17	Vinyl Slats	6,256	6,256	18,043	6,256	
	TEMPORARY PARKING AREA					
18	N/A					
	FUELING	9,000	51,440	62,846	108,505	
19	Base Bid	INCL	INCL	INCL	100,505	
20	(2) Cantilever Gates Auto Operated	INCL	37,000	57,100	INCL	
21	(2) Auto Operators Hysecurity Slide Driver 15	INCL	INCL	INCL	INCL	
22	(2) Sensor Loops (Sawcut or Install before paving?)	5,000	INCL	INCL	INCL	
23	(2) Key Pad	INCL	8,000	INCL	8,000	
24	Concrete Pads for Auto Operators	4,000	INCL	INCL	INCL	
25	7' Chainlink Fencing per specifications	INCL	6,440	5,746	INCL	
	BREEZEWAY RENOVATION					
26	N/A					
	GENERAL ITEMS	1,753	3,960	4,680	3,252	
27	Agrees to Meet Buy America Requirements	INCL	INCL	INCL	INCL	
28	Federal Clauses Acknowledged	INCL	INCL	INCL	INCL	
29	Prevailing Wages	INCL	INCL	INCL	INCL	
30	Subcontractor Default Insurance	INCL	INCL	INCL	INCL	
31	Subcontractor P&P Bond	1,753	3,960	4,680	3,252	
32	Tax Exempt	INCL	INCL	INCL	INCL	
33	Addenda Acknowledged	INCL	INCL	INCL	INCL	
34	Agree to Big-D Subcontract, Terms & Conditions	INCL	INCL	INCL	INCL	
35	Big-D Prequalified	INCL	INCL	INCL	INCL	
36	Agrees to Meet Insurance Requirements	INCL	INCL	INCL	INCL	
37	Valid Contractor License	INCL	INCL	INCL	INCL	
38	Bid Valid for 60 Days	INCL	INCL	INCL	INCL	
	Totals:	102,693	132,006	156,015	216,807	
	Variations:	0	29,314	53,323	114,115	
		0.0%	28.5%	51.9%	111.1%	



GENERAL CLARIFICATIONS

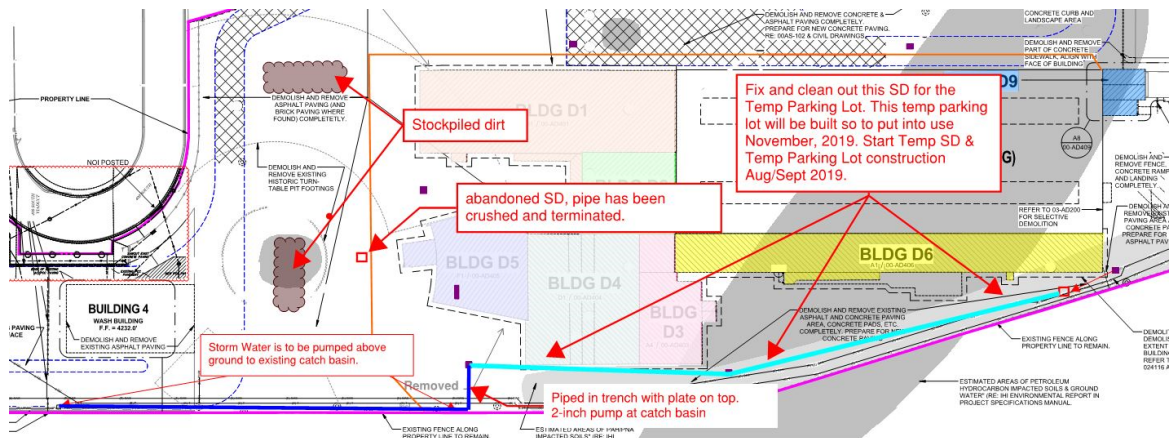
1. Start of construction in the schedule is contingent on having a SLC permit and NTP from UTA on the date scheduled to start. Any delays with permit or NTP will result in a day for day schedule extension.
2. Special Inspections, material testing, soil testing and other testing services are not included. It is understood these services will be procured and paid for by UTA.
3. Fees associated with Dominion Energy, Rocky Mountain Power, Century Link or other public/private utility providers are excluded.
4. This GMP is based on Big-D Construction self-performing the building concrete. Big-D is performing this scope of work as stipulated sum.
5. Temporary parking for subcontractors is anticipated to be on-site.
6. During bidding not all RFI question were answered. Bid was based on RFI responses list in Appendix 1.
7. Established allowances include all labor, materials, equipment, supervision and subcontractor mark-ups required for the complete installation of the defined allowance work item. All allowance saving will be refunded to the Owner. Any costs in excess of the allowance will be the responsibility of the Owner.

DEMOLITION / HAZARDOUS MATERIALS ABATEMENT

8. No Hazardous material abatement has been included in this proposal. All Hazardous abatement was included in GMP 1.

EARTHWORK / SITE UTILITIES

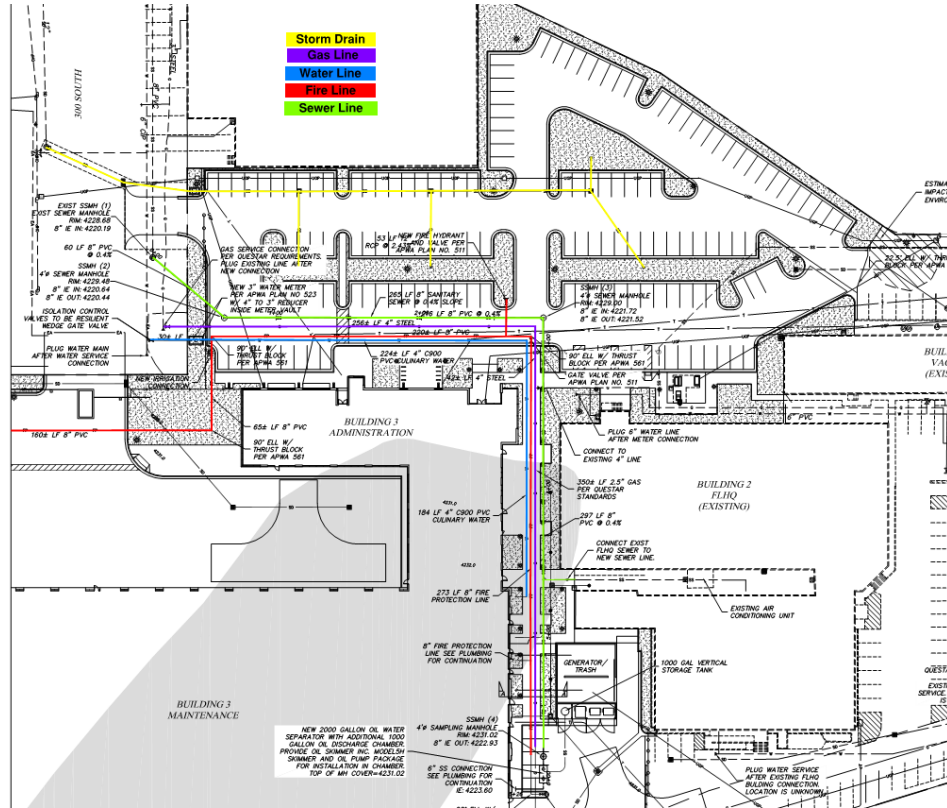
9. The east temporary parking area has an existing catch basin that backs up with water due to broken storm drain line. We have included pricing to perform a temporary repair this storm drain line and temporarily run an above-ground pipe to an existing catch basin and pump storm water to achieve drainage. See below:



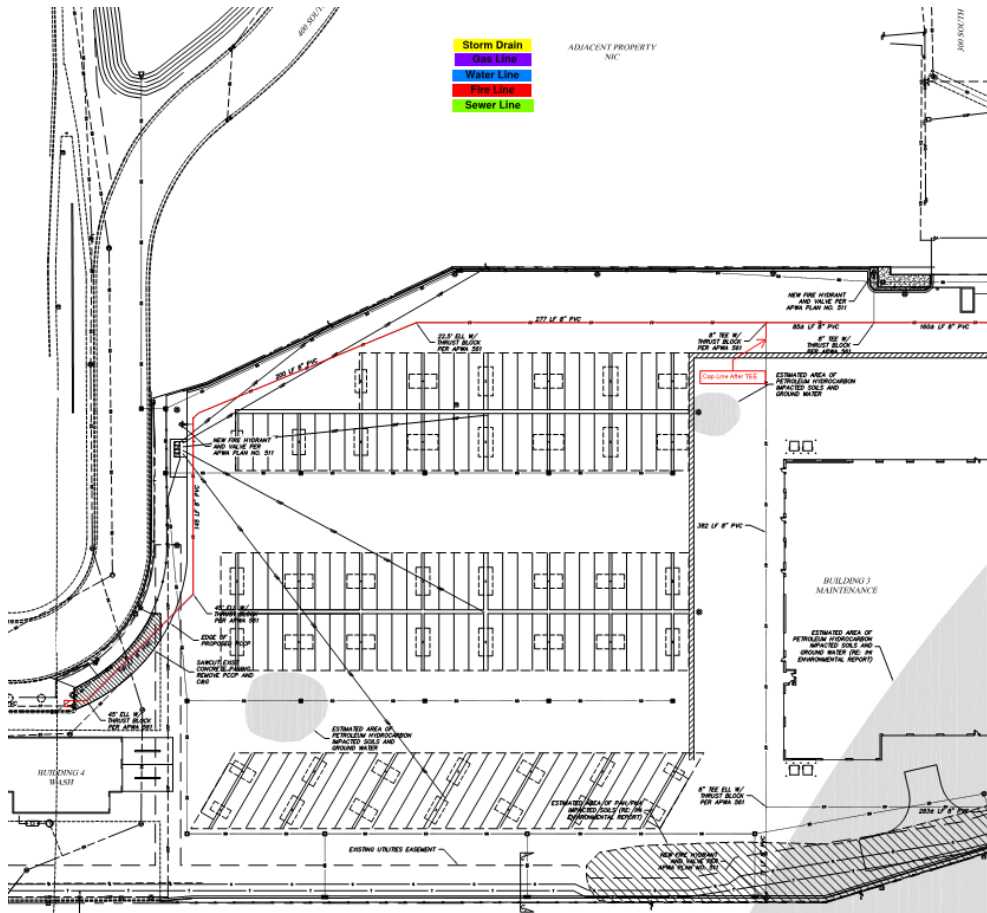
UTA Depot District Technology Center - GMP 2, Phase 3
Clarifications & Assumptions
September 26, 2019



10. For this phase we have included the following for utilities (see highlighted lines):



UTA Depot District Technology Center - GMP 2, Phase 3
 Clarifications & Assumptions
 September 26, 2019



11. No information as to how to get power to the skimmers in the oil/water separators. We have included pricing for power to the skimmers, including laying conduit and patching concrete paving. This price is subject to change based upon further information and design.
12. We have included the supply and install of (2) Oil Skimmers Inc. Model 5H oil skimmers. These skimmers will be surface mounted per manufacturer's specifications next to the openings for the below grade oil water separator and 250-gallon oil chamber.
13. There were no specifications or criteria given for the 250-gallon oil chambers as part of the Oil/Water Separator / Oil Skimmer package. We have included the supply and install of (2) 250-gallon Norwesco 4376 Underground tanks for the oil chambers. The oil skimmed from the Oil/Water Separator will be dropped into these tanks and then pumped into the 250-gallon above grade storage tanks.
14. There were no specifications or criteria given for the oil pumps for the transferring of the skimmed oil to the 250-gallon above grade storage tanks. We have included the supply and install of (2) Redline Custom Equipment Model Number MP3500RSG Oil Transfer Pumps.



SOIL STABILIZATION

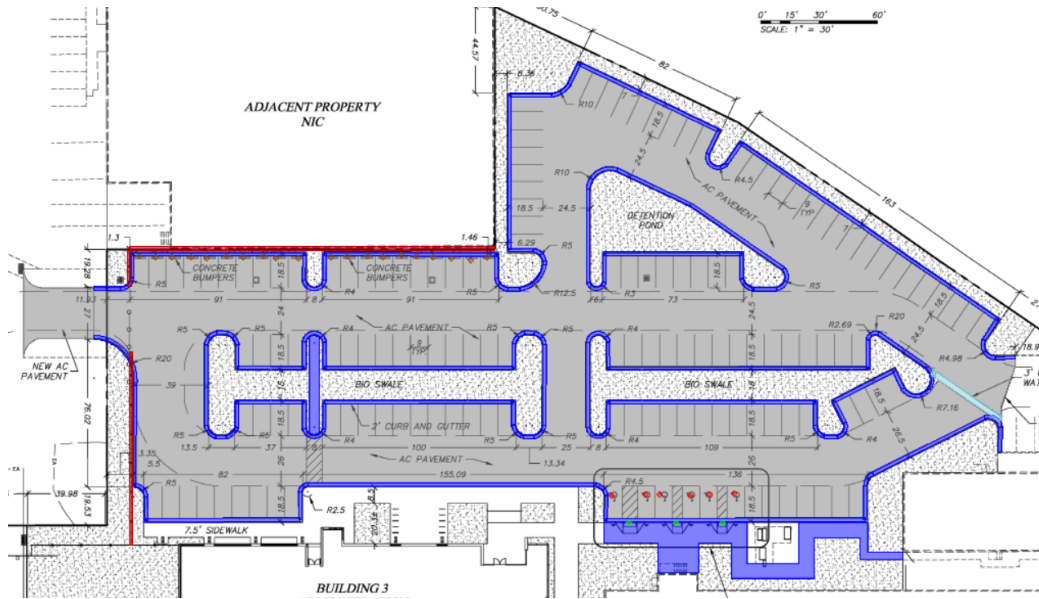
15. We have not included any geopiers, aggregate piers, stone columns micro piles, helical piers etc. for this phase of work.

ASPHALT PAVING

16. The existing asphalt at the temporary parking area is broken up in various locations and will not be able to be milled alone. Instead, we are pricing to bring in a level course to stabilize the existing paving before milling and then performing the asphalt overlay.
17. We are including Option 2 for the asphalt paving, which includes 3" of asphalt over 13" of base course.
18. Instead of asphalt paving, we have included PCCP paving at the drive lane at the fueling area with 9.5 inches of PCCP and 12" of base course. This is highly recommended due to the heavy traffic that will be occurring at this lane.
19. The geotechnical report calls for a minimum of 24 inches of imported granular borrow under all pavements. We understood this to mean that we need an additional 11 inches of imported material under the 13 inches of base course under the asphalt. We have included the additional 11 inches in our pricing.

CONCRETE PAVING, CURB & GUTTER AND SIDEWALKS

20. We will be including PCCP at the drive lane at the fueling area instead of asphalt; see clarification in the Asphalt Paving section above.
21. The geotechnical report calls for a minimum of 24 inches of imported granular borrow under all pavements. We understood this to mean that we need an additional 12 inches of imported material under the 12 inches of base course under the PCCP. We have included the additional 12 inches in our pricing.
22. We have included sidewalk at the west parking lot per the following:

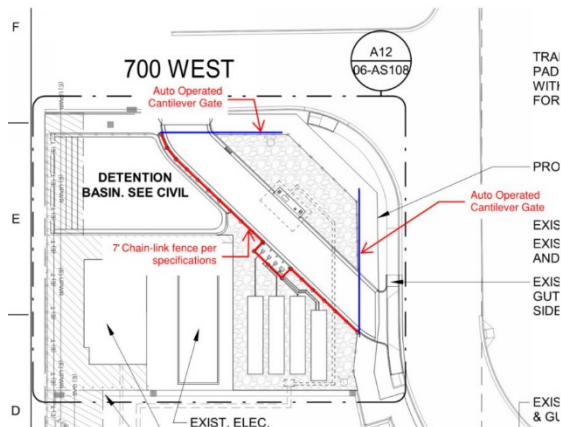


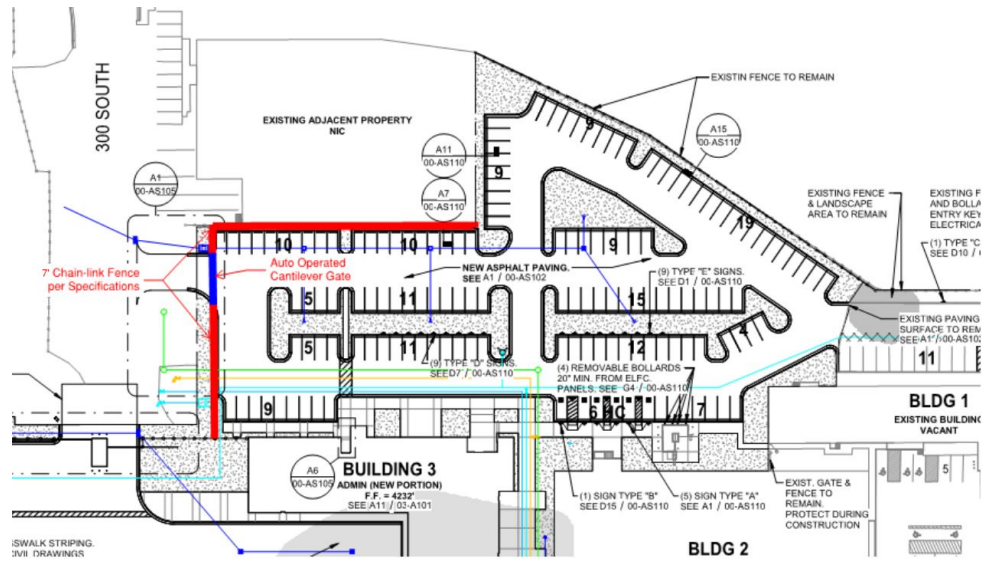
PAVEMENT MARKINGS AND SIGNAGE

23. At the west parking lot, we have included parking lot striping, handicap stencils, directional arrows concrete bumpers, and all site signage shown on AS-101. At the east temporary parking lot, we have included parking lot striping. We have not included any pavement markings or site signage at the fueling area or wash building.

FENCING & GATES

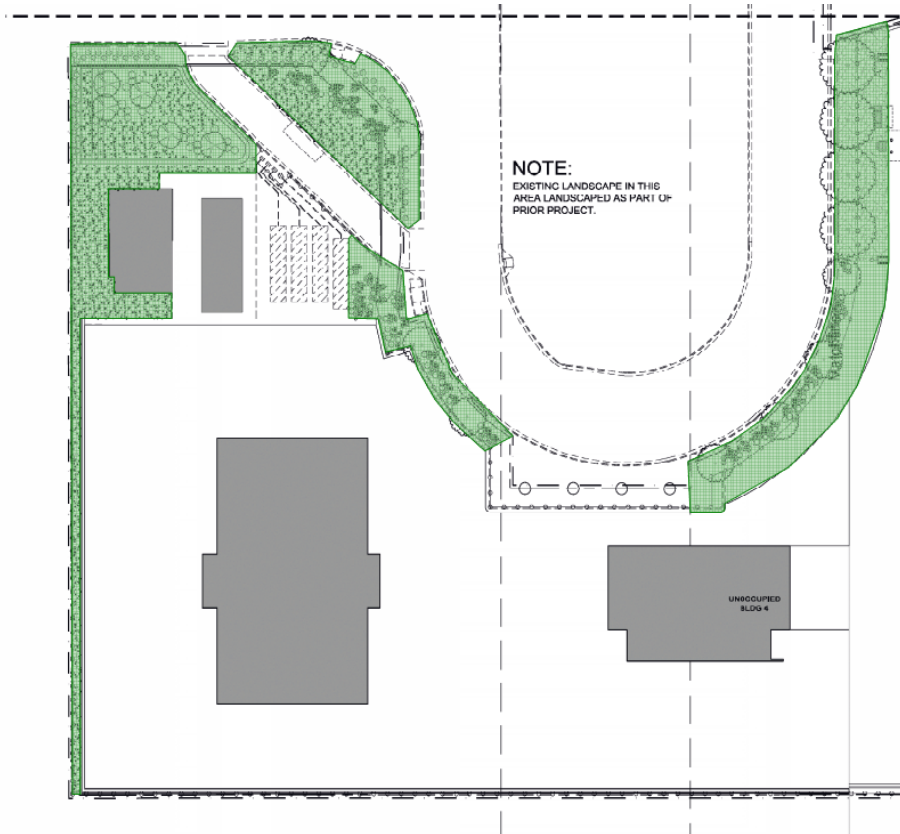
24. We have included fencing for this phase per the following:

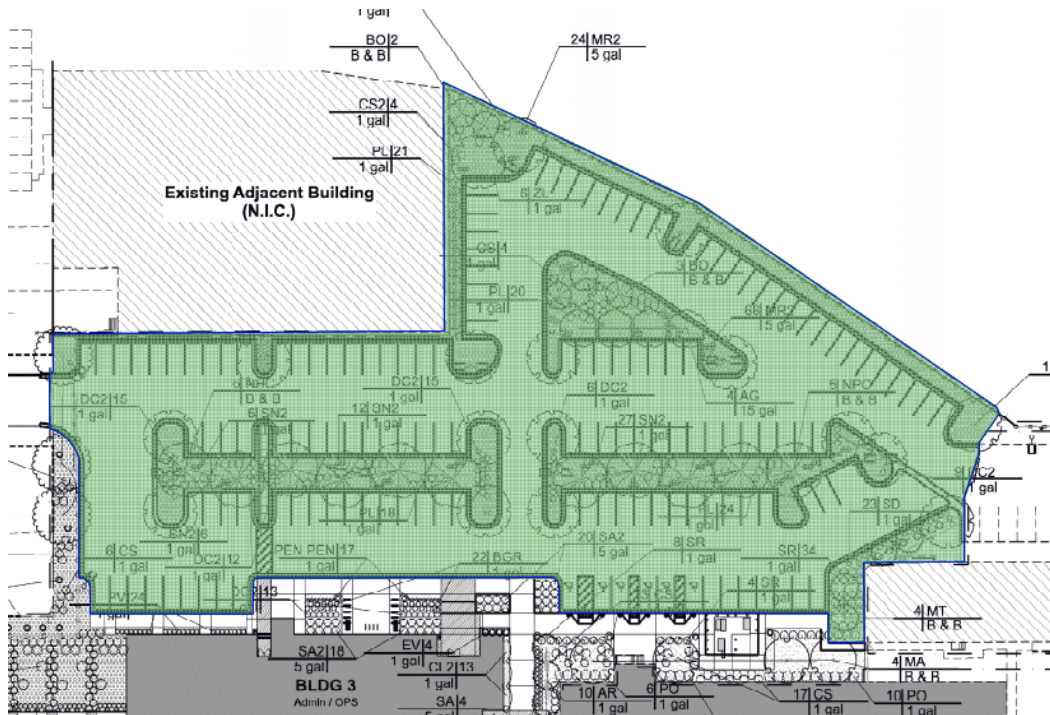




LANDSCAPING

25. We have only included landscaping per the following:



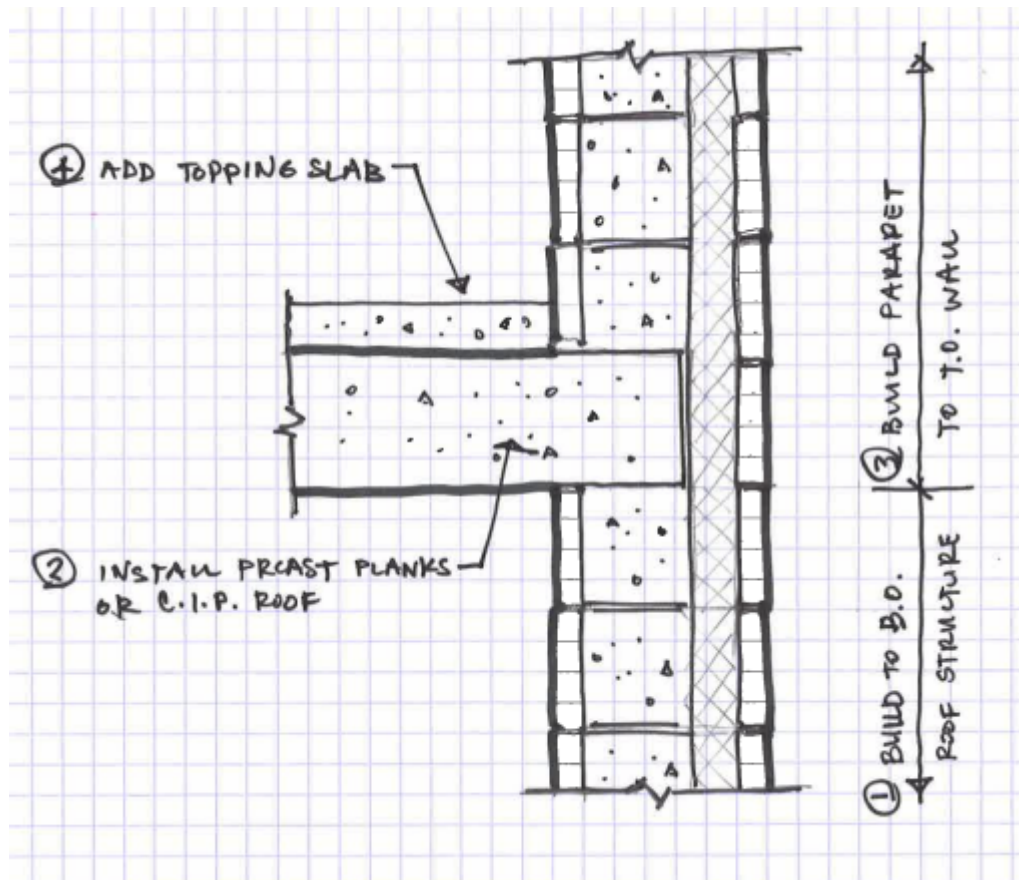


CONCRETE

26. Includes 9.5" cast-in-place roof at the Wash Building reinforced #5 at 15" OC running North/South top & bot and #4 at 12" OC running East/West top & bot. Excludes 3" topping slab at roof at Wash Building.
27. A 12" Fuel tank mat slab includes #8 at 12" OC each way top & bottom with containment curb per detail A/00-110 is included.

MASONRY

28. North and South walls on Wash Building are not called out as Hi-R insulated block. Hi-R has been included at these wall locations.
29. Priced as Hi-R block per structural plan.
30. Steel lintels has been excluded. Shown as masonry lintels per structural plan.
31. Steel roof support angle is excluded. We have included the revised detail from Stantec.



32. Brick has been excluded. None shown in this phase.
33. Generator enclosure walls has been excluded from this phase. This will be done in a future phase.
34. Grouting solid of CMU has been excluded.
35. The following specification sections have been excluded:

STRUCTURAL & MISCELLANEOUS STEEL

36. Steel lintels has been excluded
37. Trash enclosure gate and door has been excluded. To be done on a future phase.
38. HD bar grating is included.
39. Fuel canopy, platform and stairs are being performed by fuel contractor.
40. Steel embeds and angle have been excluded as shown per detail D5/O4-S511. It has been determined that the hollow core planks can not be installed due to the viaduct above the roof structure. The proposed system will not need the embed and angle.

CARPENTRY AND MILLWORK



DAMPPROOFING & WATERPROOFING

41. We have included Damping at the perimeter foundation walls at the wash and breezeway. We have excluded dampproofing at all interior trench drain and wash pits as indicated on detail A2 and A10 on sheet 04-A311.
42. We have included sheet waterproofing in lieu of dampproofing at interior trench drain and wash pits as indicated on detail A2 and A10 on sheet 04-A311.
43. We have included Xypex in concrete in lieu of the crystalline waterproofing at interior trench drain and wash pits as indicated on detail A2 and A10 on sheet 04-A311.
44. We have not included and ardex for drain slope. Trench drain concrete will be poured with a slope.

INSULATION

45. We have included R19 insulation at the Breezeway exterior wall. No sound batt insulation has been included.

ROOFING

46. Spec section 07 54 23 indicates roofing material to have a red finish. We have excluded red finish in lieu of a white membrane roof.

GLASS/GLAZING

47. We have included glazing at 2 windows at the breezeway per sheet 02-A101.

DOORS, FRAMES & HARDWARE

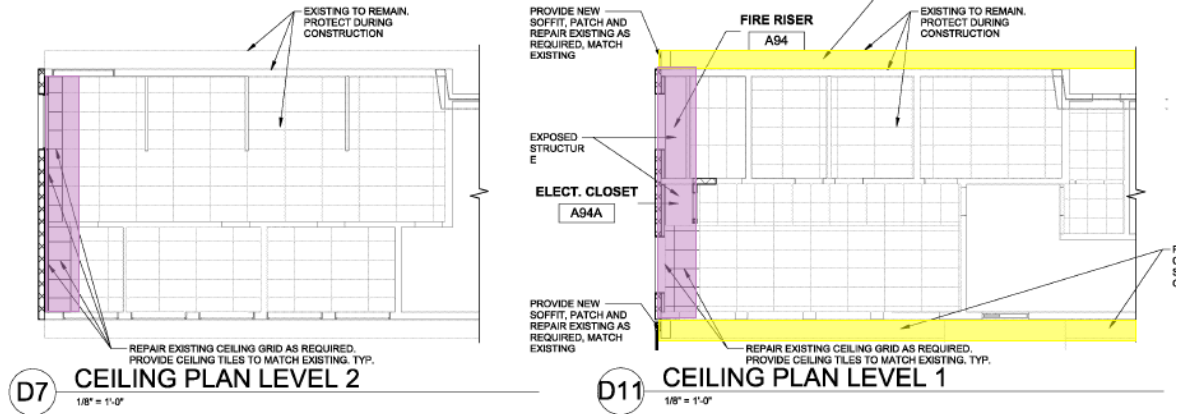
48. No door or hardware schedule for the Breezeway was included. An allowance of \$4,885 is being carried until further information becomes available.
49. Predadoor Rytec Highspeed-High-performance roll up door has been included.
50. In specification 08 33 23 it mentions doors 002D, 021B and 137C. Doors do not appear to pertain to this phase. These doors have been excluded.
51. Door hardware per drawing 04-A601. Hardware set Number:01-42, A1-A6, B1-B3 has been excluded.
52. Wash building door and frames has been priced as FRP doors and frames per the notes on 04-A601.

METAL FRAMING, DRYWALL, ACOUSTICAL

53. All acoustical ceiling tiles installed at the FLHQ building will be from existing ceiling tiles.



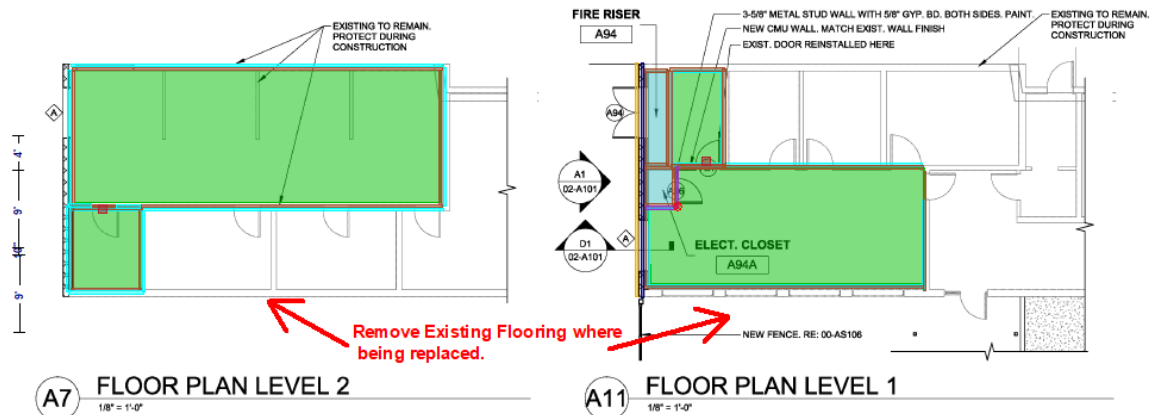
54. Acoustical ceiling tile removal and replacement with existing is included at the FLHQ building only. Areas indicated below in purple are the anticipated / included areas requiring modifications to existing ceiling tiles.



FLOORING

55. Select rooms on Plan 02-A101 at the Breezeway were included with an equal carpet product to Spec for CPT-1. Equal product is Mohawk, Artisinal collection 24 x 24 carpet tiles. Replaced carpeted areas shown below in green.

Exhibit 56.1



56. Plan 02-A101: Rooms receiving carpet at the breezeway were also bid to receive new rubber base. The product bid is a 4"-1/8" Burke-Vinyl-Cove-Coil Base. See highlighter blue around rooms in above exhibit 56.1.
57. In Fire Riser Room A94 and Electrical Closet A94A, sealed concrete is included as the flooring type.

PAINTING & COATINGS

58. 09 91 23-5 (3.03 - D) Painting at fire suppression, HVAC, Electrical, Comm, and Electronic safety and Security per this section is not included.



59. The following room finish schedule has been substituted for the Wash Building:

ROOM FINISH SCHEDULE									
ROOM NAME	ROOM #	AREA	FLOOR FINISH	BASE FINISH	WALLS				CEILING FINISH
					NORTH	EAST	SOUTH	WEST	
BUS WASH	101	1,958 SF	CON-2	-	PNT-1 Floor to 14'	PNT-1 Floor to 14'	PNT-1 Floor to 14'	PNT-1 Floor to 14'	PNT-3 Epoxy paint
WASH EQUIPMENT ROOM	102	976 SF	CON-1	-	PNT-3	PNT-3	PNT-3	PNT-3	PNT-3 Epoxy Paint
DATA/COMM	103	130 SF	SDT	-	PLY / PNT-2	PLY / PNT-2	PLY / PNT-2	PLY / PNT-2	PNT-2
ELEC ROOM	104	134 SF	CON-1	-	PNT-2	PNT-2	PNT-2	PNT-2	PNT-2
BUS WASH PHASE 2	105	1,925 SF	CON-1	-	PNT-3	PNT-3	PNT-3	PNT-3	None
BUS WASH	101		N/A	-	PNT-3 14' to ceiling	PNT-3 14' to ceiling	PNT-3 14' to ceiling	PNT-3 14' to ceiling	PNT-3 Epoxy paint

60. No epoxy paint specification was provided. We have included a Sherwin Williams Epoxy paint product rated for corrosion resistance necessary in the wash building. Sherwin Williams Epoxy paint is indicated above as PNT-3.

61. Paint is not included at the ceiling in Bus Wash Phase 2.

POLYUREA COATINGS

62. Polyurea coatings are included in Bus wash -1 on the floor and shall extend up the walls 14'.

63. Polyurea coatings are not included in bus wash - 2. Please see painting and coatings inclusions for scheduled wall finishes.

SPECIALTIES

64. We have excluded campus signage from this estimate. We will include campus signage in a future phase of the project.

65. We have included building signage at the exterior walls of the wash building.

66. WINDOW COVERINGS

67. We have included window blinds at the FLHQ building, which have been priced as 1" mini blinds.

EQUIPMENT

68. Fuel for testing fuel Equipment has not been included in this proposal.

69. We have included a 4" 150 GPM water absorption and 30-micron particulate filter for fueling system.

70. We have included high hose retractors with 22' hose at exterior fuel island.

71. We have not included high pressure arch with rotating sprayers to wash front of Bus. If this is desired, please see VE log of additional pricing.



72. Runway light to control Buses speed in wash bay has not been included in this proposal as this is not an item that has been used in wash bays. Typical traffic lights have been included.

FIRE SUPPRESSION

73. The Utility plan on drawing O4-C102 calls to extend fire protection lines into the Wash Building. There are no fire protection drawings provided. As such we have not included fire sprinklers for the wash building in this proposal.

PLUMBING

74. We have included an allowance of \$35,244 for the above ground storage tanks and piping to the oil water separators. No specifications were provided specifically for these tanks, and pricing is subject to change upon further information.

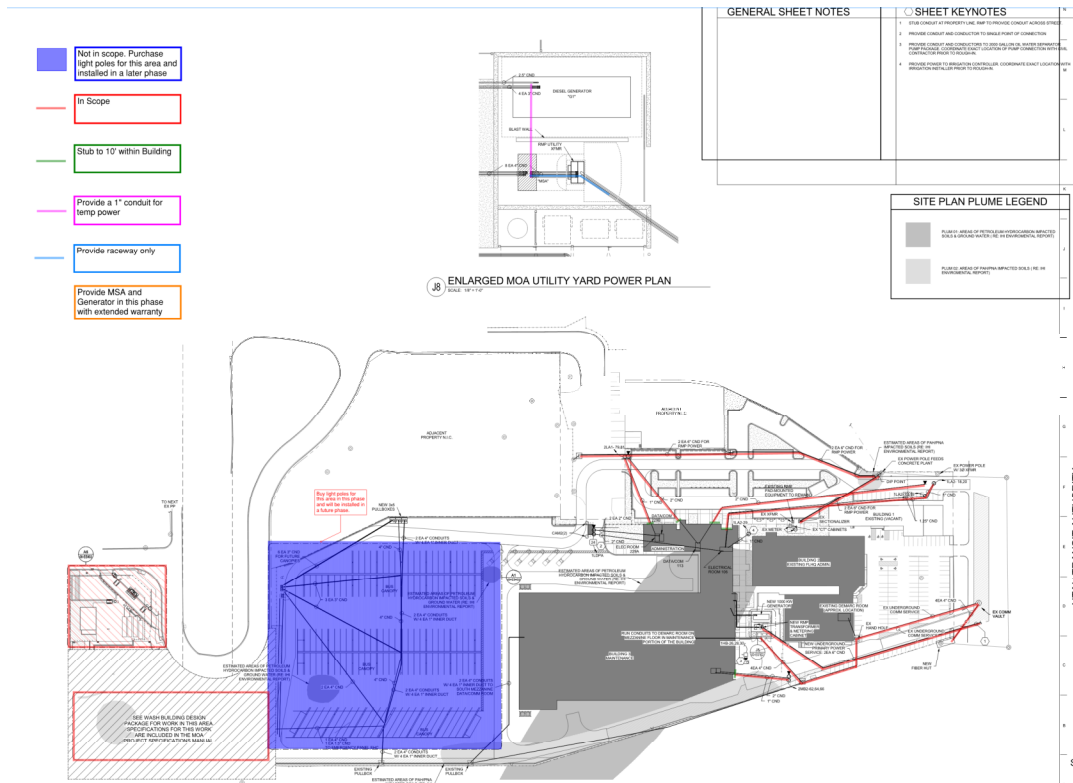
HVAC

75. We have included controls by the specified contractor. If this is not required, we have alternative pricing to go to another contractor at a lower cost.
76. The Mitsubishi split systems do not meet the Buy America requirements.

ELECTRICAL

77. For this phase we have included the following for Electrical (see highlighted lines):

UTA Depot District Technology Center - GMP 2, Phase 3 Clarifications & Assumptions September 26, 2019



GENERAL SHEET NOTES

SHEET KEYNOTES

1. STUDY CONCEPT OF PROPERTY LINE AND TO PROVIDE CONDUIT ADDRESS NUMBER.
2. PROVIDE CONDUIT AND CONNECTION TO NEAREST POINT OF CONNECTION.
3. PROVIDE CONDUIT AND CONNECTION TO THE NEAREST POINT OF CONNECTION. PROVIDE CONDUIT AND CONNECTION TO THE NEAREST POINT OF CONNECTION.
4. PROVIDE CONDUIT AND CONNECTION TO THE NEAREST POINT OF CONNECTION. PROVIDE CONDUIT AND CONNECTION TO THE NEAREST POINT OF CONNECTION.
5. PROVIDE CONDUIT AND CONNECTION TO THE NEAREST POINT OF CONNECTION. PROVIDE CONDUIT AND CONNECTION TO THE NEAREST POINT OF CONNECTION.

SITE PLAN PLUME LEGEND

■ PLUME AREA OF POTENTIAL IMPACT (CONDUCTOR AND RACEWAY)

■ PLUME AREA OF POTENTIAL IMPACT (DIESEL GENERATOR)

Stantec
300 N. GALE STREET
SALT LAKE CITY, UT 84103
313.232.0881

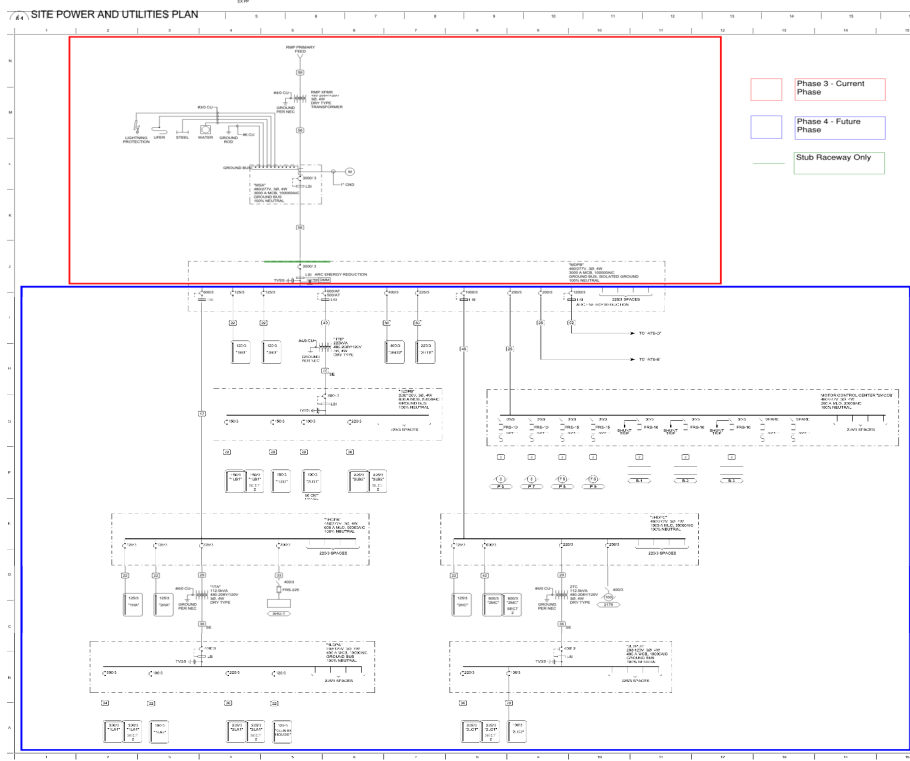
UTA

SPECTRUM
1000 W. 200 S.
SALT LAKE CITY, UT 84115
801.488.8800

**UTAH TRANSIT AUTHORITY
DEPOT DISTRICT TECHNICAL CENTER
MAINTENANCE OPS/ADMIN (MOA)
BUILDING 01
840 SOUTH
SALT LAKE CITY, UT 84101
CONSTRUCTION DOCUMENTS 29 MARCH 2019**

SITE ELECTRICAL PLAN

03-ES102



GENERAL SHEET NOTES

1. PROVIDE THE FOLLOWING INFORMATION FOR ALL EQUIPMENT AND SYSTEMS: MANUFACTURER, MODEL NUMBER, AND RATED CAPACITY.
2. PROVIDE THE FOLLOWING INFORMATION FOR ALL EQUIPMENT AND SYSTEMS: MANUFACTURER, MODEL NUMBER, AND RATED CAPACITY.
3. PROVIDE THE FOLLOWING INFORMATION FOR ALL EQUIPMENT AND SYSTEMS: MANUFACTURER, MODEL NUMBER, AND RATED CAPACITY.
4. PROVIDE THE FOLLOWING INFORMATION FOR ALL EQUIPMENT AND SYSTEMS: MANUFACTURER, MODEL NUMBER, AND RATED CAPACITY.
5. PROVIDE THE FOLLOWING INFORMATION FOR ALL EQUIPMENT AND SYSTEMS: MANUFACTURER, MODEL NUMBER, AND RATED CAPACITY.

CONDUCTOR AND CONDUIT SCHEDULE

NO.	DESCRIPTION	SIZE	MATERIAL	NOTES
101	CONDUCTOR	4/0	COPPER	
102	CONDUCTOR	3/0	COPPER	
103	CONDUCTOR	2/0	COPPER	
104	CONDUCTOR	1/0	COPPER	
105	CONDUCTOR	3/4	COPPER	
106	CONDUCTOR	1/2	COPPER	
107	CONDUCTOR	3/8	COPPER	
108	CONDUCTOR	1/4	COPPER	
109	CONDUCTOR	3/16	COPPER	
110	CONDUCTOR	1/8	COPPER	
111	CONDUCTOR	1/16	COPPER	
112	CONDUCTOR	3/32	COPPER	
113	CONDUCTOR	1/32	COPPER	
114	CONDUCTOR	1/64	COPPER	
115	CONDUCTOR	1/80	COPPER	
116	CONDUCTOR	1/100	COPPER	
117	CONDUCTOR	1/125	COPPER	
118	CONDUCTOR	1/160	COPPER	
119	CONDUCTOR	1/200	COPPER	
120	CONDUCTOR	1/250	COPPER	
121	CONDUCTOR	1/315	COPPER	
122	CONDUCTOR	1/400	COPPER	
123	CONDUCTOR	1/500	COPPER	
124	CONDUCTOR	1/630	COPPER	
125	CONDUCTOR	1/800	COPPER	
126	CONDUCTOR	1/1000	COPPER	
127	CONDUCTOR	1/1250	COPPER	
128	CONDUCTOR	1/1600	COPPER	
129	CONDUCTOR	1/2000	COPPER	
130	CONDUCTOR	1/2500	COPPER	
131	CONDUCTOR	1/3150	COPPER	
132	CONDUCTOR	1/4000	COPPER	
133	CONDUCTOR	1/5000	COPPER	
134	CONDUCTOR	1/6300	COPPER	
135	CONDUCTOR	1/8000	COPPER	
136	CONDUCTOR	1/10000	COPPER	
137	CONDUCTOR	1/12500	COPPER	
138	CONDUCTOR	1/16000	COPPER	
139	CONDUCTOR	1/20000	COPPER	
140	CONDUCTOR	1/25000	COPPER	
141	CONDUCTOR	1/31500	COPPER	
142	CONDUCTOR	1/40000	COPPER	
143	CONDUCTOR	1/50000	COPPER	
144	CONDUCTOR	1/63000	COPPER	
145	CONDUCTOR	1/80000	COPPER	
146	CONDUCTOR	1/100000	COPPER	
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296	CONDUCTOR	1/10000000		



PROJECT - UTA -Phase 3

Sheet/specs	RFI Question	Unofficial Response	Official Response
1	HVAC Will the design team provide approved waivers from the Federal Transportation Administration (FTA) for the mechanical equipment that does not meet the Buy America requirement?	Price per plans and specs.	Please be more specific with the equipment not meeting this requirement. Is there anything in addition to the items listed below?
2	04-M601 SSFC-1 & 2 and ACPH-1 & 2 on 04-M601 will not meet the Buy America requirement. If FTA Waivers are not provided, there is not a ductless split system that we know of that will meet this requirement. A small rooftop unit with duct work to each room would meet the Buy America requirement.	Price per plans and specs.	
3	04-M601 Please provide the Manufacture and Model Number for the HVAC equipment in the Mechanical Schedules on 04-M601.		This information is on the Construction Drawings dated 3/29/2019.
4	02-M501 SSFC-1 thru 6 and ACPH-1 thru 4 on 02-M501 will not meet the Buy America requirement. If FTA waivers are not provided, ducted rooftop units or ducted furnace/AC systems will meet the Buy America requirement.	Price per plans and specs.	
5	111126/ Wash Equipment Spec section 111126 under 1.03 C. Performance paragraph 2. states "The equipment shall satisfactorily wash up to approximately 60 to 80 vehicles per hour." The specified system calls for a wash time of 60 to 90 sec that's only 40 to 60 vehicles per hour. Should this system be a drive thru system instead of a stop and go system. Please see attached plans for drive thru system used in the UTA Timp. project.		Please see updated specification, attached.
6	04-A201 General note D says to reference sheet A 200 for exterior finishes. This page does not exist. Please advise.		Note omitted. [Stantec]
7	04-A101 General note K says that all walls are to receive P-1 paint. This paint type does not exist on the finish schedule. How should we proceed?		Refer to sheet 04-A601 for paint finish PNT/1. [Stantec]
8	02-A101 Electrical closet labeled A94A is missing a wall on the plans. Where would you like this wall to terminate?		Sheet 02-A101: Wall has been added to electrical closet. See sheet All for dimensions. [CRSA]
9	02-A101 Fire Riser rooms typically do not receive paint. How would you like us to proceed for Fire Riser room A94?		Sheet 02-A101: Do not paint the Fire Riser Room. [CRSA]
10	02-A101 In interest to seek a smooth paint transition from new to existing, where should interior wall paint begin/end for plan views A7 & A11?		Sheet 02-A101: See notes on A7 & A11 for note to paint walls to match (E) adjacent walls. [CRSA]
11	04-A501 Detail A14 for the parapet cap shows epoxy coating being applied to the exterior of the building. Please advise how to proceed.	Provide	Note updated to read "POLY UREA COATING ON INTERIOR SURFACE: BASE OF WALL TO HEAD OF TALLEST DOOR". [Stantec]
12	Electrical The fixture schedule for the site lighting is missing from the drawings list. Please provide the fixture schedule for the site light.	See photo and price buy America light fixture.	
13	Electrical What Fire Alarm System is currently installed in the existing buildings that we are to match?	Bid Notifier by Honeywell System	
14	04-EP601 On drawing 04-EP601 it is saying to replace the 400A circuit breaker located in MSF switchboard located in the fuel fare building. Please clarify what manufacture the main switchboard MSF is so we can replace/add the new 800A circuit breaker to feed the new 1HDPW Distribution Panel.	Square D	
15	03-ES403 Who is providing panel 1LG and where is it being fed from.	Existing located in Generator enclosure.	
16	04-EP601(Wash Building) Please provide the location of the MSF gear in the fuel fare building that is feeding the wash building	MSF is located on the South side of the fuel building.	
17	04-EP601 Is the pull box P3 existing along with the conduit per E601. On sheet ES102 it is bold and looks like this pull box is to be new. Please confirm.	Pull boxes are existing detail to be provided later.	
18	Electrical Does the Fire Alarm tie into all the buildings? Where is the main Fire Alarm panel located?	Wash building fire alarm will tie into building 5 (fuel building)	
19	02-EP601 Is Panel1-B in the breezeway existing? Also can you please show location of panel 1-Bor new?	Panel 1-B is existing and located in basement of Building 2	
20	03-ES403 Please confirm that light pole show at fueling area are to be new?	Yes these are new poles.	
21	04-EP602/ES102 Please confirm generator size. On sheet ES102 it calls for a new 1000 KW generator and on EP602 it is calling for 750 KW diesel generator. Please confirm the size of generator needed.	per one line provide 750kw.	
22	03-EP602 It is calling for ATS to closed transition and delayed transition. Please clarify what is required.	Closed transition	
23	04-A601 (Bus Wash) Finish schedule indicates the ceiling in the bus bay to be painted. My recollection was that they were not to be painted based on the site tours we took in Arizona. Please confirm that ceiling in bus bay is to be painted.	Paint ceiling use SECTION 09 91 13 - Exterior Paint for wash bay ceiling	Apply poly-urea coating to the interior walls up to the head of the tallest door, consistently all all wash bay walls, then continue with PNT/1 on the remainder of the walls to the ceiling. Paint the ceiling PNT/1 as well.
24	Wash Building Please confirm that UTA does want base bid which is wash building with 2 wash bays with one bay to included wash equipment, and that alternate 1 is not required.	Yes bid 2 bay wash building	Construct the entire was building. Equip only the east bay.
25	Fueling Drawing do not show a offloading fuel pump. Other UTA facilities typical have a off loading fuel pump. Can you please confirm that UTA does not want a off loading fuel pump.		See Addendum 1 drawings for offload pump
26	Fueling Drawings do not indicated the piping is that runs from fueling tanks to fueling station. Can you verify that is schedule 40 welded pipe?		See drawings 06-FD103, 104, 601 and 602 for pipe sizes, and specification manual for pipes material. Underground buried pipes should be 2" in 3" FRP. Above ground/ unburied pipes shall be CS sch 40 seamless ASTM A106 Grade B; 3" CS diesel pipe from tank farm to bus fueling building inside plate trench.
27	Fueling Drawing do not show a fuel filter. Other UTA facilities typically have a fuel filter can you confirm that UTA does not want a fuel filter on fueling system.		See drawings 06-FD 601 and 201 for fuel filters
28	Fueling The trench piping shows both 2" & 3" fuel lines that go to the vehicle dispenser 2" lines are sufficient for small vehicle fueling. Would providing both lines as 2" be acceptable?		For remote island provide 2" in 3" FRP pipes per drawings. For bus fueling building provide 3" CS diesel pipe from tank farm to fueling building inside plated trench.
29	Fueling Would UTA like to add a fuel line to generator day tank from new Diesel fueling tanks?	Please provide add alternate price.	Feeding diesel to generator day tank was not in scope of Fuel Solutions. UTA to acvise.
30	06-FD101/ Electrical Please provided a one line diagram for PP1.	One line to be provided in post bid addendum.	PP1-Panel is a shop-fabricated panel which manufacturer should provide single line as equipment submittal.

31	03-EE601	Is there a detail you could provide for existing pull boxes.	Appendix 1 Detail to be provided later	
32	Breezeway	Do we have any plumbing as builds for the breezeway that can be provided.	Will be provided later	
33	Fencing	Can we get a drawing that clearly shows where the new exterior fence and gates are located? Drawing 03-G102 shows parts of the fence, including the best thought out design for the gates at the guardhouse, but doesn't show the north gates. Drawing 01-AS101 shows the north gates, but the employee lot and guardhouse entrances are different. It is unclear from the drawings if the entire site perimeter is new fence.		Barry, regarding item 33: They should look at 00-AS101 for the new exterior fence and gate locations. The legend on that sheet clearly delineates what is new vs. existing to remain.
34	Wash Building 04-P101	Is there a goose neck detail or additional information that can be provided for the plumbing lines coming out of the trench drains in the Wash Building shown on sheet 04-P101?		The connection to the trench drain is intended to be a pipe penetration into the side of a concrete sump. Exact details will need to be coordinated with structural, based on equipment requirements.
35	04-A601 (Bus Wash)	Do the proposed aluminum/Fiberglass doors at the wash room receive any coatings?	FRP buy America doors manufacture finish.	
36	04 - A101	There are several applicable paints listed in the specs for building interiors, please provide a list/schedule indicating the specs needed per area.	excluded SECTION 09 96 00 - HIGH-PERFORMANCE (EPOXY) COATINGS. See Jesse scope take off for required coatings.	
37	Volume 3 of Specs	Please provide spec 10 14 19 for signage requirements. Section 10 14 19 is mentioned in the table of contents but there is not a section 10 14 19 included in the specs.	Building number to match existing.	
38	Spec: 09 96 53.13	In an interest to provide a comparable product to the Poly Urea coatings, please provide product Info, Safety Data Sheets, and required concentrations for the chemicals used to clean buses at the wash building.	This will be review during submittal process. If you like to substitute please provide system information with bid.	
39	Fueling	The Architectural Site plan and sheet 00-C103 call out Asphalt paving for the paving by the fueling station. Concrete Paving is highly recommended in this area due to the large trucks that will be in this area. Please confirm that Asphalt paving is what is wanted.	Please provide concrete paving.	
40	00-C110	Please provide details for the canopies at the fueling area.		The canopy is a delegated design element, to be designed and installed by a fueling canopy provider.
END OF RFI				



Cost Study	Description	Amount	Code	Pending	Accepted	Incorp'd in Drwgs	Rejected	Notes
111700.0	11B Fueling Equipment							
	Cylinder Tanks	(20,000)		(20,000)				
	4" Vertical Filter	(3,312)		(3,312)				
	Off Loading Pump	(13,500)		(13,500)				
111100.0	11A Wash Equipment							
	High speed Rotating Spray Nozzles	62,260		62,260				
	Run Way Light	TBD		TBD				
71300.0	7A Waterproofing							
	Crystalline Water Proofing in lieu of Concrete XYPEX	6,490		6,490				
	Dampproofing at sump pits in lieu of Sheet water proofing	(8,000)		(8,000)				
321313.0	Site Concrete							
	Use Non UUCP Subcontractor (Green)	(40,000)		(40,000)				
230000.0	Mechanical							
	Used Non Specified Controls ATC	(10,000)		(10,000)				
09 96 53.13	11A Wash Equipment							
	Epoxy Paint in lieu of Poly Urea at wash bay walls	TBD		TBD				
	Totals	(26,062)		(26,062)	0	0	0	

		0	
		0	
	10.0%	0	
	5.0%	0	
		<u>0</u>	
		0	
		0	
		0	Client's Budget
		0 Over/(Under)	

NOTES

The Contractor may suggest possible alternative cost saving approaches (i.e., Value Engineering and/or scope reduction) for consideration by the Owner and the Owner's design professionals and agents, however, any alternatives suggested by the Contractor must be thoroughly reviewed and evaluated by the Owner and the Owner's design professionals and agents. The Contractor does not employ, and is not intended to employ, architects or engineers to evaluate the suitability of any possible suggested cost saving alternatives.

Items ending with a letter such as 'a' or 'b' indicate items that have multiple solutions; only one of the solutions may be accepted.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Eddy Cummins, Chief Operating Officer
PRESENTER(S): Eddy Cummins, Chief Operating Officer

BOARD MEETING DATE: November 20, 2019

SUBJECT:	FTA Section 5310 Grant for Vehicle Purchase (TURN Community Services)
AGENDA ITEM TYPE:	FTA Section 5310 Sub-recipient agreement
RECOMMENDATION:	Approve award and authorize Executive Director to execute contract with TURN Community Services in the amount of \$266,359 to purchase five vehicles with FTA 5310 grant funds.
BACKGROUND:	<p>TURN Community Services, through a grant application for FY 2017-2018, was awarded \$266,359 in FTA 5310 funds administered by UTA. This funding will purchase one 24 foot cutaway bus and four 13-14 wheelchair accessible vans, for a total of five vehicles.</p> <p>UTA administers the FTA 5310 grant program on behalf of FTA as a direct recipient. The purpose of the FTA 5310 grant program is to assist private non-profit groups in meeting the transportation needs of older adults and people with disabilities. All sub-recipients of grants must enter into an agreement with UTA in order to receive vehicles, reimbursement for operations, or other eligible activities. These expenses are pass through and UTA will be reimbursed by the FTA grant and the sub-recipient matching funds for all expenses.</p>
DISCUSSION:	<p>This agreement is a federal requirement to execute FTA 5310 grant funding. Vehicles are funded with 80% federal funding and a 20% local match provided by the sub-recipient. Vehicles will be purchased using existing UTA contracts, state contract, or through the request for proposal (RFP) process. UTA will perform the procurement of the vehicles to ensure compliance with federal procurement regulations and will place a lien on the titles to ensure that UTA maintains continuing control of the vehicles. This will stay in effect until the completion of the vehicle's federal lifespan.</p>

CONTRACT SUMMARY:	Sub-recipient Name: TURN Community Services	
	Contract Number: 19-03106	Existing Contract Value: \$266,359
	Base Contract Effective Dates: 4/17/19 – 9/30/21	Extended Contract Dates: N/A
	Amendment Amount: N/A	New/Total Amount Contract Value: \$266,359
	Procurement Method: N/A	Funding Sources: FTA 5310, Local funds provided by TURN
ALTERNATIVES:	N/A, as this is required by the federal program requirements	
FISCAL IMPACT:	No fiscal impact to UTA. Funds are programed in the current Capital Budget and are pass through funds that are 100% reimbursed by the FTA 5310 grant and the sub recipient's local match if applicable.	
ATTACHMENTS:	1) Contract 19-03106	

UTA Contract Number: 19-03106

COMPLIANCE INFORMATION
(Required agreement information, must be filled out)

1	Subrecipients Name (must match name associated with the DUNS Number) Address and primary phone:	Turn Community Services, Inc. PO BOX 1287 423 W 800 S Ste A200 Salt Lake City, UT 84101 801-524-8627
2	Primary agency contact information for subrecipient:	David Hennessey
3	Subrecipient DUNS number	021539564
4	Federal Award Identification number (FAIN)	SL/WV: UT-2019-001 Ogden/Layton: UT-2019-002 Provo/Orem: UT-2019-003
5	Federal Award Date (to recipient agency from FTA)	04/17/2019
6	Period of Performance	Begin Date:4/17/2019 End Date:9/30/2021
7	Amount of Federal funds obligated by this action by the pass-through entity to the subrecipient	Ogden/Layton \$56,000 SL/WV \$54,400 Provo/Orem \$155,959 Total = \$266,359
8	Total amount of Federal funds obligated to the sub recipient, including the current obligation	\$266,359
9	Total amount of the Federal award committed to the subrecipient	\$266,359
10	Federal Award Description	FY2018 Sec 5310 Ogden Layton Capital and Operating, FY2018 Salt Lake West Valley Capital and Operating, FY2018 Provo Orem Capital and Operating
11	Name of Federal awarding agency	Federal Transit Administration
12	Pass- Through Entity	Utah Transit Authority
13	Contact information for awarding official of the pass-through entity:	Holly Mahoney HMahoney@rideuta.com 801-237-1994
14	Catalog of Federal Domestic Assistance (CFDA) number	20.513
15	Catalog of Federal Domestic Assistance (CFDA) Name	Enhanced Mobility of Seniors and Individuals with Disabilities
16	Total Amount of Federal Funds Available	Ogden/Layton \$488,754 SL/WV \$712,758 Provo/Orem \$429,841
17	Indirect Cost Rate	Indirect Costs are waived under the award.

Is this award for research and development?

YES

NO

UTA Contract Number: 19-030106

**TERMS OF PARTICIPATION
(Vehicle Purchase)**

These Terms of Participation for the purchase of vehicles (“Terms” or “Participating Terms”) are entered into and agreed upon on this ____ day of _____, 2019, by and between Turn Community Services Inc., a 501(c) (3) Non Profit whose address principal address 423 W 800 S Suite A200 Salt Lake City, UT 84101 (“Sub-Recipient”) and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA” or “Recipient”). Sub-Recipient and UTA hereafter collectively referred to as the “Parties” and either of the foregoing may be individually referred to as “Party,” all as governed by the context in which such words are used.

WHEREAS, the Federal Transit Administration Act of 1964, 49 U.S.C. §5310, as amended, provides for capital and operating grants to private non-profit organizations or public bodies for the specific purpose of assisting them in providing transportation services meeting the special needs of seniors and individuals with disabilities for whom mass transportation services are unavailable, insufficient, or inappropriate;

WHEREAS, the Governor of the State of Utah, in accordance with the Federal Transit Administration (“FTA”), has designated UTA to evaluate and select projects proposed by the Sub-Recipient and to coordinate grant applications;

WHEREAS, Sub-Recipient desires to receive vehicles procured with grant funds by UTA as described in “Exhibit A” of this Agreement (“Project Equipment”) to provide transportation services to meet the needs of elderly persons and persons with disabilities in the State of Utah; and

WHEREAS, UTA and Sub-Recipient agree that Sub-Recipient act in accordance with the requirements imposed by state and federal law, and the rights and duties created therein, when participating in the above-stated grant programs.

NOW THEREFORE, on the stated recitals, which are incorporated herein by reference, UTA and the Sub-Recipient agree as follows:

1. Purpose of Participating Terms. The purpose of these Terms is to provide for the undertaking of transportation services to elderly persons and persons with disabilities as set forth, and also further defined by, the Project Description (defined below), Project Budget (defined below), the Plan (defined below) and these Terms (hereinafter referred to as "Project") by the Sub-Recipient and to state the terms, conditions and mutual understandings of the Parties as to the manner in which the Project will be undertaken and completed.
2. Scope of Project. The Sub-Recipient shall undertake and complete the Project as described in the attached Exhibit A (“Project Description”), filed with and approved by UTA and FTA, and in accordance with the terms and conditions of these Terms.
3. Participating Period. The Sub-Recipient shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner. Project shall be complete when compliance to Federal regulations has been met and scope of the Project has been completed

(“Completion Date”). The period between the execution of these Terms and the Completion Date will be hereinafter referred to as the “Participating Period.”

4. Grant Award. The Sub-Recipient will be awarded a maximum of Two Hundred Sixty Six Thousand Three Hundred and Fifty Nine Dollars (\$266,359) for the costs authorized by these Terms as further described in the “Project Budget” as set forth in, and defined by, Exhibit B, and incorporated herein as if it is set out in full. Two Hundred Sixty Six Thousand Three Hundred and Fifty Nine Dollars (\$266,359) shall be an in-kind award of a transport vehicle procured by UTA and furnished to grant recipient under the terms of this agreement.
5. Sub-Recipient’s Capacity. Sub-Recipient agrees to maintain or acquire sufficient legal, financial, technical and managerial capacity to (1) plan, manage, and complete the Project, and provide for the use of Project Equipment; (2) plan and carry out safety and security aspects of the project and (3) comply with these Terms, the terms of the Project Description, Project Budget, the Project schedules in the Project Budget, and all applicable Federal laws, executive orders, regulations, directives, and published policies governing this Project.
6. Federal Law and UTA 5310 Grant Documents Incorporated by Reference. Sub-Recipient agrees to abide by federal law and regulations as applicable, including all applicable FTA regulations, policies, procedures and directives as they may be amended or promulgated from time to time during the Participating Period. Many provisions included within these Terms are incorporated from certain Standard Terms and Conditions, set forth in FTA Circular 4220.1D, dated April 15, 1996 (“FTA Standard Terms”), as required by the United States Department of Transportation (DOT). The FTA Standard Terms 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 these Terms. Sub-Recipient shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests, which would cause UTA to be in violation of the FTA Standard Terms.
 - 6.1 Federal Transit Administration Master Agreement. Sub-Recipient recognizes that all federal awards and grants, including the grants giving rise to these Terms, are governed by FTA’s most current version of the Master Agreement (“Master Agreement”) and is hereby incorporated by reference and all terms contained therein are included, in their entirety, into these Terms. The Master Agreement can be found at <https://www.transit.dot.gov> or <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2017>.
 - 6.2 Certification and Assurances. Sub-Recipient agrees to abide by the Certification and Assurances as executed and described in Exhibit C, and incorporated herein by reference as if set forth in full. Any breach of said Certification and Assurances will be a breach of these Terms.
 - 6.3 Project Management Plan. Sub-Recipient agrees to abide by the most current version of the UTA 5310 Program Management Plan (referred to as the “Plan”) in its entirety, including, but not limited to, the care, use, and maintenance of the Project Equipment (defined below), the program management and administrative requirements, and attend all training required therein. The Plan may be found at <https://www.rideuta.com/> or https://www.rideuta.com/uploads/UTA5310PMPFinal1_28_15.pdf and is incorporated herein by reference. Any material breach of the Plan is a breach of these Terms.

7. Agency. Sub-Recipient is an independent contractor with UTA. These Terms do not create any type of agency relationship, joint venture, or partnership between the Sub-Recipient and UTA. Any periodic plan and specification review, construction inspection, or compliance oversight performed by UTA arising out of the performance of these Terms does not relieve Sub-Recipient of its duty in the performance of these Terms or ensure compliance with acceptable standards.
8. Cost of Project. The cost of the Project shall be in the amount indicated in the attached Approved Project Budget (Exhibit B) and shall be borne in the manner described therein. Two Hundred Sixty Six Thousand Three Hundred and Fifty Nine Dollars (\$266,359) shall be an in-kind award of a transport vehicle procured by UTA and furnished to grant recipient under the terms of this agreement. Sub-Recipient agrees that it will provide funds in the amount sufficient, together with the Grant, to assure payment of the actual Project cost. Sub-Recipient shall initiate and prosecute to completion all actions necessary to enable Sub-Recipient to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs. Sub-Recipient further agrees that no refund or reduction of the amount so provided will be made at the same time, unless there is at the same time a refund to UTA of a proportional amount of the Grant. Sub-Recipient agrees that "Project Costs" eligible for federal participation must comply with 2 CFR § 200, Subpart E – Cost Principles. Indirect costs will only be allowed as provided for in 2 CFR § 200.414.
9. Purchase of Project Equipment. The Project Equipment shall consist of a transport vehicle as described in Exhibit A to be procured by UTA for use by Sub-Recipient. The purchase of all Project Equipment financed in whole or in part pursuant to these Terms shall be undertaken by UTA on behalf of Sub-Recipient or by Sub-Recipient in accordance with the procedures set forth by the Office of Management & Budget in 2 CFR 200.317-200.326, 49 CFR Parts 567, 661, 663, 665, and FTA Circular 4220.1F; Third Party Contracting Guidelines. Project Equipment shall be identified in the Project Description at the time of delivery and will constitute as the legal description of the equipment purchased under these Terms.
 - 9.1 With respect to the Project Equipment, UTA shall procure the transport vehicle and Sub-Recipient shall take ownership and possession of the transport vehicle upon delivery of the required local matching funds to UTA in the amount of 20% of the cost of the Project Equipment. Sub-Recipient's operating costs shall be reimbursed by UTA at the rate of 50% of the amount of the incurred expenses submitted to UTA on a quarterly basis to the address provided in Section 9. UTA shall only reimburse Sub-Recipient for operating costs for which Sub-Recipient has provided sufficient documentation.
10. Title to and Use of Project Equipment. Title to the Project Equipment shall pass to Sub-Recipient subject to a lien which shall be held by UTA. Sub-Recipient shall receive the encumbered title to the vehicle as an in-kind grant under the terms of this agreement. Sub-Recipient agrees that the Project Equipment shall be used according to, and in compliance with, the Plan and the Project Description for the duration of the useful life or the Participating Period, whichever ends later. If the Project Equipment is not used accordingly, Sub-Recipient shall immediately notify UTA and shall dispose of such Project Equipment in accordance with §5310, FTA Circular 5010.1D, the Plan, and the procedures as referenced in the Master Agreement.
 - 10.1 Sub-Recipient shall keep satisfactory records with regard to the use of Project Equipment and submit to UTA, upon request, such information as is required in order to assure compliance with this Section and shall immediately notify UTA in all cases where Project Equipment is used in a manner substantially different from that described in the Plan or Project Description.

- 10.2 Sub-Recipient shall maintain in amount and form satisfactory to UTA such insurance or self-insurance as will be adequate to protect Project Equipment throughout the period of required use.
- 10.3 Sub-Recipient shall submit annually to UTA the Fiscal Year Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements; during such period certify that the Project Equipment is still being used in accordance with the terms of this Section and that no part of the local contribution to the cost of the Project has been refunded. During the Participating Period, Sub-Recipient shall maintain the Project Equipment and facilities at a high level of cleanliness, safety, and mechanical soundness. UTA and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section. The Plan requires Sub-Recipient to have and follow a written Project Equipment maintenance plan.
- 10.4 UTA reserves the right to require Sub-Recipient to restore the Project Equipment or pay for damage to Project Equipment as a result of abuse or misuse of such equipment with Sub-Recipient's intent, knowledge, or consent.
11. Notice. Any notice or demand to be given by one party to the other shall be given in writing by personal service, telegram, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:
- Utah Transit Authority
ATTN: Holly Mahoney
669 West 200 South
Salt Lake City, UT 84101
- If to Sub-Recipient:
ATTN: David Hennessey
Turn Community Services Inc.
PO BOX 1287
423 W 800 S Ste A200
Salt Lake City, UT 84101
- With a required copy to: Utah
Transit Authority ATTN:
General Counsel 669 West 200
South Salt Lake City, UT 84101
12. Procurement. Should Sub-Recipient be required to procure goods or services under this agreement, it agrees to comply with procurement requirements set forth in 2 CFR § 200.317 – 326 as applicable. Sub-Recipient agrees in accordance with 2 CFR 200 Part § 415 that its procurement and procurement system will comply with all applicable thirty party procurement provisions of federal laws, regulations, and directives, except to the extent FTA has expressly approved otherwise in writing. Sub-Recipient agrees that it may not use FTA assistance to support its third party procurements unless its compliance with Federal laws and regulations is satisfactory.
13. Third Party Contracts. Unless otherwise authorized in writing by UTA, Sub-Recipient shall not assign any portion of the Project, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party, including sub-contractors, with respect to its rights and responsibilities under these Terms without the prior written concurrence of UTA.

- 13.1 In the event UTA does grant prior written concurrence, all contracts must include all the same terms and conditions required by state and federal law, all provisions included in these Terms, including the agreements incorporating herein by reference, and the Master Agreement. Sub-Recipient is responsible for ensuring that all work performed by said third party is insured under their insurance policy, or requiring that the third party meet the insurance provisions required under these Terms. All subcontractors must be registered with UTA, and UTA must grant prior written approval before subcontractors begin performing work in furtherance of the Project.
- 13.2 In the event UTA does grant prior written concurrence, all contracts, subcontracts, and subcontractors lower tier contracts, must be approved by UTA before execution thereof.
- 13.3 Sub-Recipient may not, in any case, execute any transfer of title, assignment, lease, lien, pledge, mortgage, encumbrance, third party Contract, grant anticipation note, alienation, or other obligation that in any way would affect the Federal interest in any project real equipment or equipment, including the Project Equipment.
14. Interest of Members of or Delegates to Congress. No member or delegate to the Congress of the United States shall be admitted to any share or part of these Terms or to any benefit arising there from.
15. Prohibited Interest. No member, officer or employee of Sub-Recipient during their tenure or one year thereafter shall have any interest, direct or indirect, in these Terms or the proceeds thereof.
16. Compliance with State and Federal Law in the Operating of Project Equipment. Sub-Recipient will comply with the requirements of motor vehicle equipment Safety Standards as established by the State of Utah and applicable federal law.
 - 16.1 Sub-Recipient shall require all persons operating Project Equipment, including all motor vehicle equipment(s), to adhere to all safety rules set forth by the State of Utah and federal law which shall include, but not be limited to, proper commercial driver licensing, as required by Utah and federal law.
 - 16.2 When new motor vehicle equipment are purchased under these Terms, Sub-Recipient shall obtain a written certification from the manufacturer that the motor vehicle equipment meets or exceeds all state and federal and state emission requirements.
 - 16.3 Sub-Recipient shall comply with State of Utah motor vehicle equipment regulations in properly licensing all motor vehicle equipment purchased under these Terms. Exempt plates cannot be issued to private non-profit organizations. If motor vehicle equipment are found to be licensed, registered, or titled improperly, all costs to conform to the State of Utah motor vehicle equipment Regulations shall be borne by Sub-Recipient.
 - 16.4 Sub-Recipient shall comply with all applicable motor vehicle equipment laws and will secure a certificate of insurance covering the Project Equipment, including all motor vehicle equipment, which shall demonstrate that Sub-Recipient has obtained all insurance required by State law and, when applicable, federal law. Sub-Recipient will obtain the minimum specified coverage in the following:
 - 16.4.1 Bodily Injury Liability – Minimum specified by State and Federal law, whichever is greater.

- 16.4.2 Equipment Damage Liability – Minimum specified by State and Federal law, whichever is greater.
 - 16.4.3 Collision – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.
 - 16.4.4 Comprehensive – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.
 - 16.4.5 Uninsured Motorist – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.
 - 16.4.6 No Fault – Minimum specified by State and Federal law, whichever is greater.
 - 16.4.7 This insurance will continue uninterrupted throughout the Participating Period.
 - 16.4.8 Sub-Recipient recognizes and is aware of Federal Motor Carrier Safety Regulations (“FMCSR”) and is required to comply with these regulations if applicable. Unless covered by an exception, motor vehicle equipment with a GVWR over 10,000 pounds or which carry more than 15 passengers, including the driver, are required to meet FMCSR. These regulations include specific insurance requirements and the more stringent shall be followed in case of conflicting coverage limits.
- 16.5 Sub-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 vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Sub-Recipient, Contractors or UTA.

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

17. UTA Lien. In order to protect UTA’s interest and establish its right to claim the Project Equipment in the event of a bankruptcy or other creditor action against Sub-Recipient, Sub-Recipient hereby grants and assigns a security interest in all equipment, vehicles, etc., purchased under these Terms, namely the Project Equipment. Sub-Recipient shall cause all documents to be executed necessary to properly create and record the security interest and cause all said documents to be properly recorded under Utah law. Project Equipment titles shall show UTA as the first-place lien holder.

- 17.1 UTA is to retain physical possession of the title of the Project Equipment as lienholder over the Project Equipment.
- 17.2 Sub-Recipient shall attach the following statement to the deed/title(s) of the Project Equipment to constitute legal notification:

This vehicle/equipment was purchased in part with Federal funds from the Federal Transit Administration.

- 17.3 Upon Sub-Recipient's clearing, or attempted clearing, of title of, or state liens on, the Project Equipment, Sub-Recipient shall comply with UTA's asset disposal policy as maintained by UTA at the time that Sub-Recipient seeks to clear UTA's interests.
18. Indemnity. Sub-Recipient agrees to hold harmless and indemnify UTA, its officers, employees and agents ("Indemnitees") from and against all claims, suits, and costs including attorneys' fees for injury or damages of any kind, arising out of Sub-Recipient's negligent acts, errors or omissions in the performance of these Terms, and from and against all claims, suits and costs including attorney's fees for injury or damage of any kind, arising out of Indemnities failure to inspect, discover, correct or otherwise address any defect, dangerous condition or other condition created by or resulting from Sub-Recipient's negligent acts, errors or omissions in the performance by Sub-Recipient or its subs at any tier within the scope of responsibilities of Sub-Recipient under these Terms.
19. Federal, State, and Local Law Disclaimer. The provisions of these Terms shall be governed by the laws of State of Utah. Venue for any legal proceeding regarding these Terms shall be in Salt Lake County, State of Utah. Sub-Recipient and those engaged by Sub-Recipient shall comply with all Federal, State, and local laws, regulations and other legally binding requirements that pertain to services provided under these Terms.
20. Statement of Financial Assistance. These Terms are subject to a financial assistance agreement between UTA and the U.S. Department of Transportation.
21. Project Changes. Occasionally during the course of this Project, it may become necessary to effect certain changes and/or modifications in the original application statements. All such changes in budget, time, personnel, objective and scope shall be justified by Sub-Recipient and forwarded to UTA for approval.
- 21.1 Any changes in the Project, approved or otherwise, do not effect or diminish the obligations of Sub-Recipient under these Terms.
- 21.2 Any extension in the proposed scope of services, increases in cost, or Participating Period will require a fully executed supplemental agreement or Terms of Participation. The supplemental Terms will establish the extent of changes, extensions, modifications and the compensation therefore.
- 21.3 All amendments or changes to these Terms must be made in writing and executed by and agreed to by UTA.
22. Severability. If any provision or part of a provision of these Terms is held to be unconstitutional, invalid, illegal, or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited, or if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of these Terms shall remain unaffected and these Terms shall be construed and enforced as if such provision in its original form and content had never comprised a part thereof.

23. Status Verification System. State law mandates that Sub-Recipient physically performing services provided under these Terms must register and participate in the Status Verification System to verify the work eligibility status of Sub-Recipient's new employees.
24. No Third Party Beneficiaries. Sub-Recipient agrees to these Terms for the sole benefit of Sub-Recipient, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of these Terms. Sub-Recipient represents that the execution of these Terms and the performance required under these Terms are within its duly authorized powers.
25. Changes in Project Performance. Sub-Recipient agrees to notify UTA immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect Sub-Recipient's ability to perform the Project according to these Terms. Sub-Recipient also agrees to notify UTA immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect UTA's or the Federal Government's interests in the Project or the federal interest(s) in the Project Equipment.
26. Trafficking in Persons. To the extent applicable, Sub-Recipient agrees to comply with, and assures the compliance of each third party contractor, including all subcontractors, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and the provisions of Subsection 3.g of the Master Agreement consistent with U.S. OMB guidance, "Trafficking in Persons: Grants and Cooperative Agreements," 2 C.F.R. Part 175.
27. Planning and Private Enterprise. Sub-Recipient agrees to implement the Project in accordance with the following Federal planning and private enterprise provisions:
 - 27.1 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1);
 - 27.2 Joint FHWA/FTA regulations, "Statewide Transportation Planning; Metropolitan Transportation Planning," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 and any amendments thereto.
 - 27.3 In addition to providing opportunities to participate in planning described in Paragraph 21 of these Terms, to the extent feasible, Sub-Recipient agrees to comply with 49 U.S.C. § 5323(k), which affords governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.
 - 27.4 To the extent applicable during the implementation of the Project, Sub-Recipient agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 U.S.C. § 501 note, and Executive Order No. 12893, "Principles for Federal Infrastructure Investments," 31 U.S.C. § 501 note.
28. Audit and Inspection. Sub-Recipient will permit UTA, the Comptroller General of the United States and the Secretary of the United States Department of Transportation or their authorized representatives, to inspect all motor vehicle equipment, facilities and Project Equipment, all transportation services rendered by Sub-Recipient by the use of such vehicles and/or equipment, and all relevant Project data and records. All payments made by Sub-Recipient to any potential subcontractors for services required by these Terms shall be subject to audit by UTA. Sub-Recipient shall also permit the above named persons to audit the books, records and accounts of Sub-Recipient pertaining to the Project. If Sub-

Recipient receives over \$500,000 in Federal funds from all sources, Sub-Recipient shall submit an audit to UTA annually, following the procedures set forth in 2 CFR 200 Subpart F, 2 CFR § 200.500 et. seq.

29. Access to Records and Reports.

29.1 Establishment and Maintenance of Accounting Records. Sub-Recipient shall establish and maintain, in accordance with requirements established by UTA, separate accounts for the Project, either independently or within its existing accounting system, to be known as the "Project Account."

29.2 Documentation of Project Costs. All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of UTA.

29.3 Method of Payment. With the exception of the in-kind transport vehicle procured by UTA, using FTA Grant Program 5310 appropriations, shall reimburse Sub-Recipient for the Federal portions, as they are made available to UTA, of eligible expenses incurred in completing the Project. Reimbursement is contingent upon the availability of FTA appropriations to UTA. In no event shall the total amount reimbursed by UTA hereunder exceed eligible available Federal funds for the Project. Payment will be made by UTA on a reimbursable basis for actual costs incurred. Sub-Recipient shall submit an original invoice detailing and supporting the costs incurred. Payment is subject to the submission to and approval by UTA of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to UTA must include a record of the actual costs. Once the invoice has been approved by UTA, UTA shall submit the invoice for reimbursement from the FTA. Once the funds have been received from FTA and deposited with UTA, UTA shall provide payment to Sub-Recipient.

29.4 Reports. Sub-Recipient shall advise UTA regarding the progress of the Project at such times and in such manner as UTA may require including, but not limited to, meetings and interim reports. The minimum requirement for Project reporting is detailed in the Project Description and the Plan. Sub-Recipient shall submit to UTA, at such time as may be required, such financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by UTA.

29.5 Articles of Incorporation. The Sub-Recipient agrees to maintain private non-profit eligibility (where applicable), as described in application for capital assistance, by retaining valid Articles of Incorporation and adhering to all State and Federal regulations concerning this issue and will continue to do so for Participating Period.

29.6 Other Situational Requirements.

29.6.1 Where Sub-Recipient is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 CFR § 200, Sub-Recipient agrees to provide the Purchaser, 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 Sub-Recipient which are directly pertinent to these Terms for the purposes of making audits, examinations, excerpts and transcriptions. Sub-Recipient also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Sub-Recipient

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

- 29.6.2 Where Sub-Recipient enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 CFR § 200, Sub-Recipient agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of Sub-Recipient which are directly pertinent to these Terms for the purposes of making audits, examinations, excerpts and transcriptions.
 - 29.6.3 Where Sub-Recipient is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, Sub-Recipient shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
 - 29.6.4 Sub-Recipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - 29.6.5 Sub-Recipient agrees to maintain all books, records, accounts and reports required under these Terms for a period of not less than three years after the expiration of the Participating Period, except in the event of litigation or settlement of claims arising from the performance of these Terms, in which case Sub-Recipient agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR § 200.
 - 29.6.6 Proof of Sub-Recipient's compliance with licensing requirements shall be furnished to UTA upon request.
30. Breaches and Dispute Resolution. Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by UTA's Coordinated Mobility Manger or his appointed designee. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Sub-Recipient mails or otherwise furnishes a written appeal to the UTA's President/CEO, or officer holding an equivalent position ("CEO"). In connection with such appeal, Sub-Recipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CEO shall be binding upon Sub-Recipient and Sub-Recipient shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.
- 30.1 Performance During Dispute. Unless otherwise directed by UTA, Sub-Recipient shall continue performance under this contract while matters in dispute are being resolved.
 - 30.2 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 ten days after the first observance of such injury or damage.

- 30.3 Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between UTA and Sub-Recipient 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 residing State.
- 30.4 Rights and Remedies. Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by UTA or Sub-Recipient 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.
31. Termination. These Terms bind Sub-Recipient as contractual obligations but shall not modify any obligations Sub-Recipient may have under state and federal regulation. The termination of Sub-Recipient's obligations under these Terms shall comply with 2 CFR § 200.
- 31.1 Termination for Convenience. UTA may terminate these Terms, in whole or in part, at any time by written notice to Sub-Recipient when it is in the UTA's best interest or when directed by the FTA. If these Terms are terminated, UTA shall be liable only for payment under the payment provisions of these Terms for services rendered or items procured before the effective date of termination. If, after termination for failure to fulfill obligations under these Terms, it is determined that Sub-Recipient was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of UTA.
- 31.2 Termination for Default. UTA may terminate its agreement with Sub-Recipient recorded by these Terms, or any portion of it, by serving a notice of termination on Sub-Recipient. The notice shall state whether the termination is for convenience of UTA or for the default of Sub-Recipient. If the termination is for default, the notice shall state the manner in which Sub-Recipient has failed to perform the requirements of these Terms. Sub-Recipient shall account for any equipment in its possession paid for from funds received from UTA, or equipment supplied to the Sub-Recipient by UTA.
- 31.3 Opportunity to Cure.
- 31.3.1 UTA in its sole discretion may, in the case of a termination for breach or default, allow Sub-Recipient ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other conditions.
- 31.3.2 If Sub-Recipient fails to remedy to UTA's satisfaction the breach or default of any of the terms, covenants, or conditions of these Terms within ten (10) days after receipt by Sub-Recipient of written notice from UTA setting forth the nature of said breach or default, UTA shall have the right to end Sub-Recipient's participation without any further obligation to Sub-Recipient. Any such termination for default shall not in any way operate to preclude UTA from also pursuing all available remedies against Sub-Recipient and its sureties for said breach or the Terms or default.

31.4 Waiver of Remedies for any Breach. No waiver by UTA or the Sub-Recipient of any default shall constitute a waiver of the same default at a later time or of a different default. In the event UTA elects to waive its remedies for any breach by Sub-Recipient of these Terms or any other covenant between them, such waiver by UTA shall not limit UTA's remedies for any succeeding breach of that or of any other of these Terms or covenant between them.

32. Civil Rights. Sub-Recipient understands and agrees that it and its Contractors must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Sub-Recipient or Contractor or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

32.1 Nondiscrimination in Federal Public Transportation Programs. Sub-Recipient agrees to, and assures that each Third Party Participant and Contractor will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program.

32.2 Nondiscrimination – Title VI of the Civil Rights Act. Sub-Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section 27.1, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued.

32.3 Equal Employment Opportunity.

32.3.1 Federal Requirements and Guidance. Sub-Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal

transit law, specifically 49 U.S.C. § 5332, as stated in section 27.1, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determine otherwise in writing.

- 32.3.2 General. Sub-Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."
- 32.3.3 Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), Sub-Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.
- 32.4 Sex. Sub-Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 27.1.
- 32.5 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, Sub-Recipient 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.
- 32.6 Disabilities. Sub-Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) 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 federally funded programs or activities, (b) 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, 1 General. Titles I, II, and III of the ADA apply to FTA recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) 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, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for

elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and 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, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance.

- 32.7 Access to Services for Persons with Limited English Proficiency. The Contractor agrees to facilitate compliance with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.
- 32.8 Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. Sub-Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.
- 32.9 Other Non-Discrimination Statutes. Except as the Federal Government determines otherwise in writing, Sub-Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- 32.10 Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.
33. Energy Conservation Requirements. Sub-Recipient 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, as they may be amended or promulgated from time to time during the Participating Period, and 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. Sub-Recipient’s failure to so comply shall constitute a material breach of these Terms.

34. Clean Water. Sub-Recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Sub-Recipient agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriated EPA Regional office.
35. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,
36. Environmental Protections. Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the Project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.
37. Clean Air. Sub-Recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§§ 7401 et seq. Sub-Recipient agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Sub-Recipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
38. No Obligation by the Federal Government to Third Parties. UTA and Sub-Recipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award giving rise to these Terms, absent the express written consent by the Federal Government, the Federal Government is not a party to this agreement and shall not be subject to any obligations or liabilities to Sub-Recipient, or any other party (whether or not a party to these Terms or a subcontract) pertaining to any matter resulting from these Terms. Sub-Recipient agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
39. Program Fraud and False or Fraudulent Statements or Related Acts.
- 39.1 Sub-Recipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31U.S.C.§§ 3801 et seq. and U.S. DOT regulations, 'Program Fraud Civil Remedies, 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of these Terms, Sub-Recipient 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 these Terms or the FTA assisted project for which purpose these Terms were agreed upon. In addition to other

penalties that may be applicable, Sub-Recipient 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 Sub-Recipient to the extent the Federal Government deems appropriate.

- 39.2 Sub-Recipient 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 these Terms, or any other agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Sub-Recipient, to the extent the Federal Government deems appropriate.
- 39.3 Sub-Recipient agrees to include the above two clauses in each agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
40. Government-Wide Debarment and Suspension. Sub-Recipient agrees to execute, and agree to the terms of, the Debarment and Suspension Certificate attached to these Terms as Attachment A. UTA agrees, and Sub-Recipient acquiesces, to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA “System for Award Management,” <http://https.www.sam.gov,proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at <http://https.www.sam.gov,proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.
41. Lobbying. Sub-Recipient agrees to execute, and agree to the terms of, the Lobbying Certificate attached to these Terms as Attachment B. In the event that Sub-Recipient applied for an award of \$100,000 or more, Sub-Recipient 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 UTA.

42. Contract Work Hours and Safety Standards.

42.1 Overtime requirements. Sub-Recipient nor its subcontractors 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.

42.2 Violation. In the event of any violation of the clause set forth in paragraph (1) of this section, Sub-Recipient and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Sub-Recipient and the 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.

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

43. Recycled Products. Sub-Recipient 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 § 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR § 247.

44. ADA Access. Sub-Recipient agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. Sub-Recipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (“ADA”), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

(a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;

- (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance,” 49 C.F.R. Part 27;
 - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board/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;
 - (d) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
 - (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;
 - (f) U.S. GSA regulations, “Accommodations for the Physically Handicapped” 41 C.F.R. Subpart 101-19; 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;
 - (g) 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;
 - (h) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609;
 - (i) And any implementing requirements FTA may issue.
45. Privacy Act. Sub-Recipient, its employees, or its subcontractors shall not administer any system of records on behalf of the Federal Government under these Terms or any other contract without the express consent of the federal government.
46. Charter Service Operations. Sub-Recipient agrees to not engage in any Charter Service Operations as described in the Transportation State Management Plan Federal Transit Grant Programs manual.
47. School Transportation Operations. Sub-Recipient agrees that it will not provide exclusive school bus service unless qualified under specified exemptions. To operate exclusive school bus service under an exemption from the FTA Administrator, Sub-Recipient must demonstrate that:
- (a) It operates a school system in the area and also operates a separate and exclusive school bus program for the school system;
 - (b) Existing private school bus operators in the area are unable to provide adequate, safe service at reasonable rates; or
 - (c) It is a state or local public body and it or its predecessors were engaged in school bus service prior to August 13, 1973.
- 47.1 When operating exclusive school bus service under an allowable exemption, no Federally funded equipment, vehicles or facilities may be used.

47.2 The prohibition against the use of Federally-funded vehicles, equipment, or facilities does not apply to tripper service. Sub-Recipient may provide school tripper service. Tripper service is regularly scheduled mass transportation service open to the public, which is designed or modified to accommodate the needs of school students and personnel. Such service must be open to the public, must serve regular transit stops, and must be delineated on route schedules and maps. School signs must not be displayed on the Project Equipment.

48. Drug and Alcohol Testing. Sub-Recipient agrees to comply with the Federal Motor Carrier Safety Administration rule for all employees who hold commercial driver's licenses (49 CFR part 382).

UTAH TRANSIT AUTHORITY

SUB-RECIPIENT

Approved as to Form and Content:

By: DocuSigned by:
David Hennessey
TURN Community Services
David Hennessey

DocuSigned by:
Mike Bell
Michael Bell
Assistant Attorney General and UTA Counsel

Reviewed and Recommended:

DocuSigned by:
Holly Mahoney
UTA Project Manager

By: _____
Carolyn Gonot
Executive Director

By: _____
Cherryl Beveridge
SSBU Regional General Manager

UTA CONTRACT NO. 19-03106

**Exhibit A
(Project Description)**

- One replacement bus for the Ogden/Layton UZA to replace an existing vehicle that has exceeded its useful life.
- One expansion van for the Salt Lake/ West Valley UZA to expand transportation services.
 - Three expansion vans for the Provo/Orem UZA to expand transportation services.

(Vehicle Specifications)

- One 24' cutaway bus
- Three extra long 13-14 passenger accessible vans

(Scope of Work)

Project Goals

The purpose of this project is to continue to be able to provide safe ADA transportation to individuals with disabilities and to expand our service area to include areas where there are not ADA accessible transportation options through paratransit services through UTA or other non-profit agencies. This will assist in fulfilling unmet needs and/or gaps in these areas. Additionally, it will also help decrease ride times for some individuals by allowing us to have more vehicles to cover our service areas in a shorter amount of time.

Implementation Plan

TURN has implemented 5310 grant projects in other areas of the state in the past and has the ability to successfully do so.

Staffing Plan

TURN Community Services has been the recipient of 5310 grant money in Cedar City and St. George in the past and has employees who have successfully experienced this process and successfully completed a project. The individuals who will be working on this project have access to TURN personnel who have been successful in implementing similar projects in the past as well as a vast knowledge of the transportation needs in their respective areas.

Project Sustainability

TURN Community Services has been in business for 45 years and receives numerous large donations from various local businesses, such as Workers Compensation Fund of Utah, United Way monies, Edwards Jones investments just to name a few. TURN has been the recipient of Federal Monies from various federal programs for the past 25 years. We also receive donations from families. TURN has also been the recipient of numerous grants from various entities. These funds are managed by our Chief Financial Officer in conjunction with TURN's Board of Directors. TURN Community Services is financially audited annually. Grant funds are separated from our other finances by being separated using department numbers.

Post Award Compliance Monitoring

Sub-recipient agrees that after the project is awarded they will attend the mandatory Post-Award and RidePilot training. Upon completion, sub-recipient will report date completed in the Grant Management Software. All vehicles are purchased by UTA on behalf of each subrecipient to ensure Federal procurement compliance. Once subrecipient receives their vehicle they will report the delivery date and date vehicle was placed into service into the Grant Management Software. They will add vehicle

location, maintenance plans, and any other information about the vehicle into Ride Pilot.

For ongoing project compliance, the subrecipient agrees to submit the following reports:

Quarterly: Quarterly Narrative, Trip Purposes, Number of one way trips for seniors and/or people with disabilities, Total number of people served, Vehicle Miles traveled

Annually: Annual Vehicle Report, Single Audit or Financial Report

Project Close-out: Final Reports, Final Expenditure, Project Completed

Subrecipients receiving operations funding must submit for reimbursement on a quarterly or monthly basis. Subrecipients agree to follow backup documentation compliance when submitting for reimbursement. Subrecipients may not receive payment if they have not completed their quarterly reporting. Subrecipients will be subject to a Site Visit, Risk Assessment, and Vehicle Inspection conducted by UTA every two years. Subrecipients receiving vehicles must continue documenting fuel, maintenance, and cleaning in RidePilot. After the Federal Useful Life of the vehicle subrecipients desiring to dispose of vehicle must have a value appraisal. If the value is greater than \$5,000 any additional proceeds must be returned to UTA for Federal processing.

Non-compliance with terms and conditions may be considered in future evaluation of applications.

Exhibit B
(Budget and Source and Amounts of Local Share)

Ogden/Layton UZA

Grant Funded Items	Federal Award	Local Share	Total Budget	ACCT # (UTA USE ONLY)	Source of Local Match (ie: donations, program revenue, local tax funds)
24' cutaway replacement bus	\$ 56,000	\$ 14,000	\$ 70,000	20-1902.51304.111204	Donations from Edward Jones Investments
TOTAL PROJECT BUDGET	\$ 56,000	\$ 14,000	\$ 70,000		

Salt Lake/West Valley UZA

Grant Funded Items	Federal Award	Local Share	Total Budget	ACCT # (UTA USE ONLY)	Source of Local Match (ie: donations, program revenue, local tax funds)
Accessible 13-14 passenger expansion van	\$ 54,400	\$ 13,600	\$ 68,000	20-1901.51304.111315	Donations from Edward Jones Investments
TOTAL PROJECT BUDGET	\$ 54,400	\$ 13,600	\$ 68,000		

Provo/Orem UZA

Grant Funded Items	Federal Award	Local Share	Total Budget	ACCT # (UTA USE ONLY)	Source of Local Match (ie: donations, program revenue, local tax funds)
3 accessible 13-14 passenger expansion vans	\$ 155,959	\$ 38,900	\$ 194,859	20-1903.51304.111315	Donations from Edward Jones Investments
TOTAL PROJECT BUDGET	\$ 155,959	\$ 38,900	\$ 194,859		

Exhibit C

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category .

1.1. Standard Assurances.

This certification appears on the Office of Management and Budget’s standard form 424B “Assurances—Non-Construction Programs”. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM’s Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 C.F.R. Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 C.F.R. Part 25;

- (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 C.F.R. Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 C.F.R. Part 24.
- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000

or more. Will comply with environmental standards which may be prescribed pursuant to the following:

- (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- (k) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (l) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (m) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (n) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- (o) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (p) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 C.F.R. Part 1201.
- (q) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (r) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:

- (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
- (2) Procuring a commercial sex act during the period of time that the award is in effect; or
- (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 C.F.R. 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 200, particularly 2 C.F.R. §§ 200.317–200.326 “Procurement Standards;

- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 C.F.R. Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 C.F.R. § 180.300. Additionally, each applicant must disclose any information required by 2 C.F.R. § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

CATEGORY 2. TAX LIABILITY AND FELONY CONVICTIONS.

Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. As prescribed by U.S. DOT Order 4200.6, FTA requires each applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 3. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 20.

3.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) 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.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 4. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

4.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 C.F.R. § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 C.F.R. Part 604, the terms and conditions of which are incorporated herein by reference.

4.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 C.F.R. § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 C.F.R. § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 C.F.R. § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 5. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it has, or will develop, a transit asset management plan in compliance with 49 C.F.R. Part 625.

CATEGORY 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

6.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 C.F.R. § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 C.F.R. Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 C.F.R. Part 663.

6.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 C.F.R. § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 7. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 8. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 9. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 10. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

CATEGORY 11. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and

(k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced. In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 12. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 C.F.R. Part 625.

CATEGORY 13. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by

reference.

CATEGORY 14. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 C.F.R. § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 C.F.R. Part 655.

CATEGORY 15. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 C.F.R. §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 C.F.R. part 659, “Rail Fixed Guideway Systems; State Safety Oversight”;
- (b) Compliant with the requirements of 49 C.F.R. part 672, “Public Transportation Safety Certification Training Program”; and
- (c) Compliant with the requirements of 49 C.F.R. part 674, “State Safety Oversight”.

CATEGORY 16. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 C.F.R. Part 37, it must make the following certification. This certification is required by 49 C.F.R. § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is

deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 17. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 18. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Consolidated Appropriations Act, 2019, Pub. L. 116-6, div. G, title I, § 191.

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the applicant will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

FTA FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES
FEDERAL FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: TURN Community Services Inc.

The Applicant certifies to the applicable provisions of categories 01-18

^{DS}
DA

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01	Certifications and Assurances Required of Every Applicant _____
02	Tax Liability and Felony Convictions _____
03	Lobbying _____
04	Private Sector Protections _____
05	Transit Asset Management Plan _____
06	Rolling Stock Buy America Reviews and Bus Testing _____
07	Urbanized Area Formula Grants Program _____
08	Formula Grants for Rural Areas _____
09	Fixed Guideway Capital Investment Grants and Expedited Project Delivery for Capital Investment Grants Pilot Program _____
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Program _____
11	Enhanced Mobility of Seniors and Individuals with Disabilities Programs _____
12	State of Good Repair Grants _____
13	Infrastructure Finance Programs _____
14	Alcohol and Controlled Substances Testing _____
15	Rail Safety Oversight _____
16	Demand Responsive Service _____
17	Interest and Financing Costs _____
18	Construction Hiring Preferences _____

FEDERAL FISCAL YEAR 2019 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA in FY 2019)

AFFIRMATION OF APPLICANT

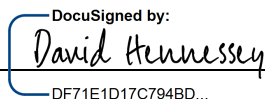
Name of the Applicant: TURN Community Services Inc.

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2019, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2019.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature  _____ Date: 10/17/2019

Name David Hennessey Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

ATTACHMENT A

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

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


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

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

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

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

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

DocuSigned by:

Signature of the Bidder or Proposer Authorized Official

David Hennessey CEO / Executive Director
Name and Title of the Bidder or Proposer Authorized Official

FEDERAL ID # 021539564

10/17/2019

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

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

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

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

ATTACHMENT B

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, David Hennessey CEO / Executive Director, hereby certifies
(Name and Title of Company Official)

on behalf of TURN Commmmunity Services Inc. that:
(Name of Company)

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

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

Executed this _____ day of 10/17/2019, 20____.

DocuSigned by:
By David Hennessey
(Signature of Authorized Official)

CEO / Executive Director
(Title of Authorized Official)



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bob Biles, Chief Financial Officer
PRESENTER(S): Todd Mills, Senior Supply Chain Manager

BOARD MEETING DATE: November 20, 2019

SUBJECT:	Pre-Procurements
AGENDA ITEM TYPE:	Contract Pre-Procurement
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	Utah’s Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.
DISCUSSION:	<p>The following projects, services, or products have an approved requisition by the Executive Director and are ready for bid solicitation:</p> <ul style="list-style-type: none">• Bus Stop Real-time Digital Signs This procurement is part of a CMAQ Grant with a UTA match to install digital signage with real-time bus departure information at intermodal hubs in Salt Lake, Davis, and Weber Counties. UTA is asking for proposals to provide outdoor electronic information signs, networking equipment, and installation. This will be procured using an RFP procurement with technical selection criteria in addition to price.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Eddy Cumins, Chief Operating Officer
PRESENTER(S): Monica Morton, Fares Director

BOARD MEETING DATE: November 20, 2019

SUBJECT:	Sponsored Fare Agreement with Farmington City Corporation for Route 667 (Lagoon/Station Park Shuttle)	
AGENDA ITEM TYPE:	Fare/Service Request Approval	
RECOMMENDATION:	Approve and authorize the Executive Director to execute a contract with Farmington City Corporation for reimbursement to UTA in the amount of \$72,630 for bus service.	
BACKGROUND:	UTA and Farmington City have an agreement where UTA provides bus service connecting the bus stop at 45 East State Street in Farmington with the Farmington FrontRunner Station at approximately 30-minute intervals. Under the terms of this contract, no fare revenue will be collected from the rider on this route because it is sponsored by the City.	
DISCUSSION:	Sponsored fare pricing has historically been calculated by estimating ridership and multiplying it by the base fare rate. However, the pricing approach for this sponsored fare agreement is focused on recovering 25% of the operating costs. It costs UTA \$290,574 to operate the service. Farmington City will be billed 25% of this amount which is \$72,630 to cover the fare revenue.	
CONTRACT SUMMARY:	Contractor Name: Farmington City Corporation	
	Contract Number: 18-2898ABA1	Existing Contract Value: \$70,630
	Base Contract Effective Dates: January 1, 2019 through December 31, 2019	Extended Contract Dates: January 1, 2020 through December 31, 2020
	Amendment Amount: \$72,630	New/Total Amount Contract Value: \$ 72,630 reimbursement to UTA
	Procurement Method: N/A	Funding Sources: Local

ALTERNATIVES:	Not providing sponsored fare could result in a possible reduction in ridership. UTA has a good relationship with the City of Farmington and desires to strengthen it.
FISCAL IMPACT:	\$72,630 in revenue reimbursement to UTA. The full operating cost of this service is \$290,574 and is included in the Mt. Ogden Service Unit's 2020 budget proposal.
ATTACHMENTS:	<ol style="list-style-type: none">1) Service Agreement2) Renewal Amendment 1

RENEWAL AMENDMENT 1

BUS SERVICE AGREEMENT

This amendment no. 1 is effective on January 1, 2020 (“Effective Date”), by and between Utah Transit Authority, a public transit district (“UTA”) and Farmington City Corporation, a municipal corporation of the State of Utah, hereinafter referred to as “City”. (Hereinafter the “Parties”).

Whereas the Parties entered into a Bus Service Agreement (hereinafter the “Agreement”) with an effective date of January 1, 2019 for bus service between Farmington FrontRunner Station and the bus stop at 45 E. State Street, Farmington; and

Whereas the Agreement provides for renewal for three additional one year terms if the Parties agree in writing by December 15th of each preceding year to changes, if any, to the amount to be paid by City, the days of service, and the routes.

Whereas the Parties desire to renew the service agreement for an additional one year term from January 1, 2020 until December 31, 2020,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Parties agree to renew the Agreement for an additional one year term from January 1, 2020 through December 31, 2020.
2. The amount to be paid by City shall be increased as described below:

The City agrees to pay UTA the sum of seventy-two thousand six hundred and thirty dollars (\$72,630) to provide the Service. Payment shall be made in two (2) equal payments: thirty-five thousand three hundred and fifteen dollars (\$36,315) to be paid on or before May 31, 2020 and thirty-five thousand three hundred and fifteen dollars (\$36,315) to be paid on or before October 31, 2020.

3. The Days of Service shall be adjusted as described below:

UTA will provide Service on its Saturday schedule on Monday February 17, (President's Day), Monday May 25, (Memorial Day), Saturday July 4, (Independence Day), Friday July 24, (Pioneer Day), Monday September 7 (Labor Day), and Friday November 27, (Black Friday). UTA will not provide the Service or operate Route 470 on New Year's Day, Thanksgiving Day or Christmas Day.

4. The Route Plan shall be adjusted as described below:

No Changes

All other terms and conditions of the Agreement shall continue in full force and effect and remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the dates shown below.

UTAH TRANSIT AUTHORITY

FARMINGTON CITY

_____ Date _____

_____ Date _____

Eddy Cumins
Chief Operating Officer

_____ Date _____

Andres Colman
Service Delivery Manager

Approved as to form:

UTA Legal Counsel
Michael Bell

SERVICE AGREEMENT

THIS AGREEMENT is effective on the 1st day of January, 2019, by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as "UTA", and FARMINGTON CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "City".

RECITALS:

A. UTA is a public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service in the City; and

B. The City desires that UTA provide additional service to certain areas of the City and is willing to help defray the costs of such service.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

1. Term. The term of this Agreement shall commence on the 1st day of January, 2019, and run through the 31st day of December, 2019. This Agreement may be renewed for three additional one-year terms if the parties agree in writing by December 15 of each year to changes, if any, to the amount to be paid by City, the days of service, and the route identified on Attachment 1.

2. Shuttle Service. UTA agrees to provide free shuttle service (the "Service") on the route described in Attachment 1. The shuttle route will connect the bus stop at 45 E. State Street in Farmington with the FrontRunner Station at approximately 30 minute intervals with priority given to making connections with commuter trains. UTA agrees to publish information on the shuttle route in the same way it publishes information on other UTA routes.

3. Dates of Service. In addition to the regular Monday – Saturday 8:00 AM to 8:00 PM service, UTA will provide additional late night service to match the Lagoon operating calendar. Late night service will operate until midnight. Route 470 will continue to operate Sunday service as well when Lagoon is open on Sundays, and provide service to the Pioneer Village Campground entrance. UTA will also provide extended late night service during the Thursday and Friday of UEA weekend in October 2019. UTA will provide Service on its Saturday schedule on Monday February 18, (President's Day), Monday May 27, (Memorial Day), Thursday July 4, (Independence Day), Wednesday July 24, (Pioneer Day), Monday September 2 (Labor Day), and Friday November 29, (Black Friday). UTA will not provide the Service or operate Route 470 on New Year's Day, Thanksgiving Day or Christmas Day.

4. Termination. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination.

5. Consideration. The City and UTA share in the operating cost of providing the service. UTA assumes seventy-five (75%) percent and the City pays twenty-five (25%) of the operating cost. Twenty-five (25%) of the operating cost for the service in calendar year 2019 is seventy thousand six hundred and thirty dollars (\$70,630). The City agrees to pay UTA the sum of seventy thousand six hundred and thirty dollars (\$70,630) to provide the Service. Payment shall be made in two (2) equal payments: thirty-five thousand three hundred and fifteen dollars (\$35,315) to be paid on or before May 31, 2019 and thirty-five thousand three hundred and fifteen

dollars (\$35,315) to be paid on or before October 31, 2019. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicles providing the Service.

6. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

7. Indemnification. Both the City and UTA are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by either UTA or the City of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.

8. Default. In the event that either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the right of the defaulting party under this Agreement shall expire.

9. Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to enforce any of the provisions of this Agreement.

10. Assignment. No party hereto shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

11. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as Follows:

If to the City:
Dave Millheim
Farmington City Manager
160 South Main Street
Farmington, Utah 84025

If to UTA:
Utah Transit Authority
ATTN: Amanda Burton
669 West 200 South
Salt Lake City, Utah 84101

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

12. Project Manager. The UTA project Manager for this Agreement shall be Mr. Trevan Blaisdell, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Mr. Blaisdell, or designee.

13. Contract Administrator. The UTA Contract Administrator for this Agreement is Ms. Amanda Burton, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Ms. Burton, or designee.

14. Governing Law and Venue. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions. If either party brings against the other party any proceeding arising out of this Agreement, then that party may bring that proceeding only in the

Third District Court in the State of Utah or the United States District Court for the District of Utah if there is federal subject matter jurisdiction.

15. Non-discrimination. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

16. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

17. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

UTAH TRANSIT AUTHORITY

By: [Signature] Date: 11/26/18
D. Eddy Cmins
Vice President of Operations, Capital, & Assets

By: [Signature] Date: 11/27/18
Andres Colman
Regional General Manager

ATTEST:

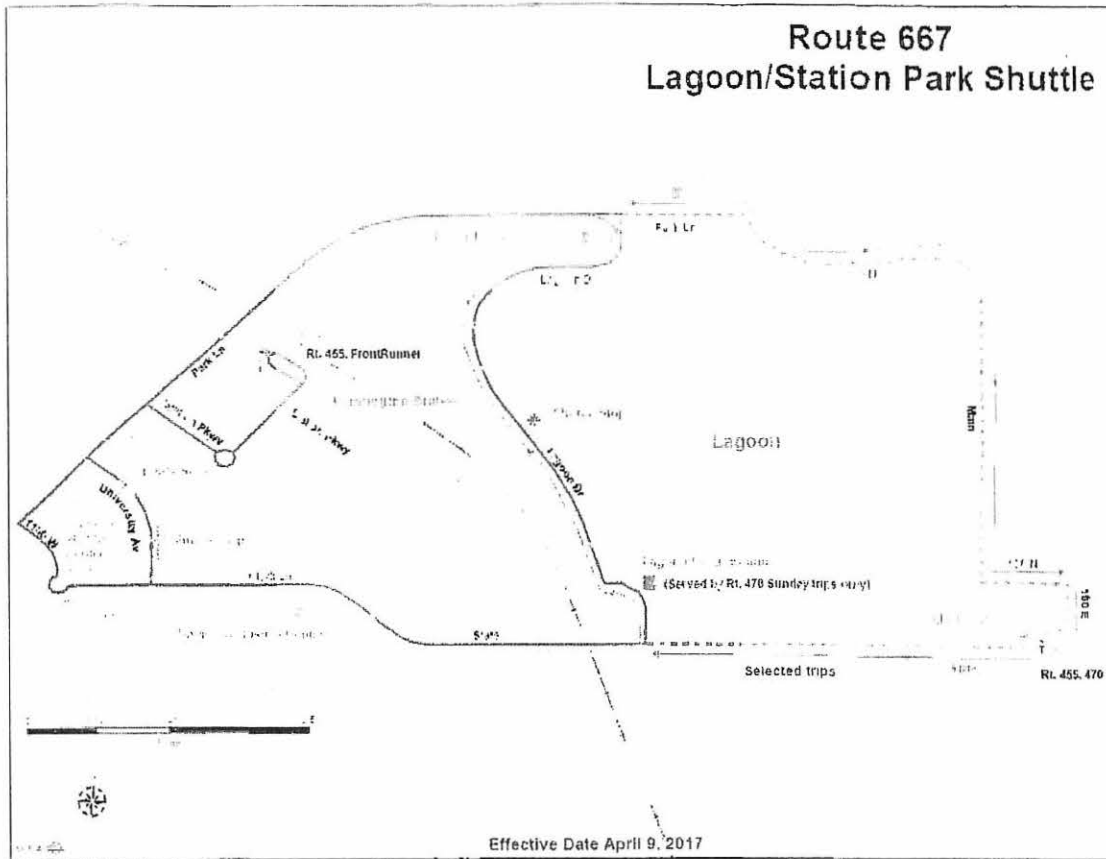
FARMINGTON CITY CORPORATION

[Signature] Date: 11/13/18 [Signature] Date: 11/13/18

Approved As To Form:

[Signature]
UTA Legal Counsel

ATTACHMENT 1 TO SERVICE AGREEMENT





MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Robert Biles, Chief Financial Officer
PRESENTER(S): Monica Morton, Fares Director

BOARD MEETING DATE: November 20, 2019

SUBJECT:	Ski Bus Agreements for 2019-2020 Ski Season (Salt Lake and Timpanogos Service Units)
AGENDA ITEM TYPE:	Revenue Contract
RECOMMENDATION:	Authorize the renewal of six Ski Bus Agreements with the following entities: Alta Ski Lifts Company; Brighton Resort LLC; Salt Lake Convention and Visitors Bureau; Snowbird Resort LLC; Solitude Mountain Ski Area; and Sundance Resort("Resorts")
BACKGROUND:	<p>The Ski Bus Agreement is wherein the resorts purchase fare for each trip on UTA transit services for their authorized users. The authorized users are employees of the designated ski resort, ski pass holders and Icon pass holders. UTA has historically had agreements with the various ski resorts including Alta Ski Lifts Company, Brighton Resort, Salt Lake Convention and Visitors Bureau, Snowbird Resort, Solitude Mountain Ski Area, and Sundance Resort.</p> <p>For the term of each agreement, a Pass issued to an authorized user under this Agreement, when displayed together with valid photo identification upon request, is recognized as full fare on Ski Bus Service when the user has tapped on and tapped off. An authorized user's Pass will also be recognized as valid fare on UTA TRAX trains, regular UTA buses, and UTA FrontRunner trains connecting to Ski Bus Service when the user taps on and taps off.</p> <p>UTA will invoice individually the Resorts each month based on the actual Ski Bus boarding counts of Resorts' authorized users during the preceding month. Boarding and fare usage will be determined by UTA based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EPC") ridership counting system. Trips taken between resorts such as the shuttles between Alta-Snowbird and Brighton-Solitude will be excluded from the Ski Bus boarding counts and will operate like a free fare zone. Each resort agrees to pay \$3.60 per user boarding, which is a 20% discount off the current Ski Bus fare of \$4.50.</p>

DISCUSSION:

The Ski Bus Agreements are being presented to the board as required by the UTA Board Fare Policy. The total value of the discount for this year is estimated based on the 2018-2019 ski season. For the past season, UTA invoiced the Resorts the amount shown in the table below:

SkiResort	Invoice Amount
Alta	\$62,223.12
Brighton Ski Resort	\$115,768.80
Salt Lake Convention & Visitors Bureau	\$26,094.80
Snowbird	\$234,867.92
Solitude Ski Resort	\$93,110.56
Sundance Ski Resort	\$7,311.60
	\$539,376.80

Based on last season’s invoices, the revenue reimbursed for transit rides from the Resorts was \$539,376. With a 20% discount used in the calculation, the value of the overall discount for the 2018-2019 ski season was \$134,844. UTA is estimating the value to be approximately the same for the 2019-2020 ski season.

ALTERNATIVES:

The Board of Trustees could change the fare discount. However, due to the tight timeframe, this may be problematic at implementing a change before the ski season begins.

FISCAL IMPACT:

Approximately \$539,000 in reimbursement for transit fares with a discount valuing about \$134,844 This estimation is based on the 2018-19 contract.

ATTACHMENTS:

- 1) Contract: Alta Ski Lifts Company
- 2) Contract: Brighton Resort LLC
- 3) Contract: Salt Lake Convention & Visitors Bureau
- 4) Contract: Snowbird Resort LLC
- 5) Contract: Solitude Mountain Ski Area
- 6) Contract: Sundance Resort

SKI BUS AGREEMENT

THIS AGREEMENT is made this _____ day of November, 2019, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and Alta Ski Lifts Company, a Utah corporation, ("Administrator").

- A. The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, including in Big and Little Cottonwood Canyon, and is authorized by State law to enter into contracts; and
- B. Administrator operates a ski resort in Big or Little Cottonwood Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski resort; and
- C. Administrator desires to secure public transportation services for its employees and season pass holders to its ski resort under the terms and conditions described below:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and -valuable consideration, the parties hereby agree as follows:

1. **TERM.** This Agreement shall begin on November __, 2019 and end April 30, 2020.
2. **AUTHORIZED USERS.** Administrator's season pass holders, Ikon Pass Holders, and employees shall be Authorized Users under this Agreement.
3. **SKI BUS SERVICE.** The Authority shall provide public transit service in Big and Little Cottonwood Canyons on schedules and routes determined by the Authority at its sole discretion ("Ski Bus Service").
4. **PASSES ADMINISTRATOR** shall issue a pass for use on UTA's transportation services in the form of a Unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements ("Pass") to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. Failure to tap on and off may result in a citation or fine pursuant to UTA's Ordinances.
5. **PASS RECOGNIZED AS TRANSIT FARE:** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off. An Authorized User's Pass will also be recognized as valid fare on UTA TRAX trains, regular UTA buses, and UTA FrontRunner trains connecting to Ski Bus Service when the Authorized User taps on and taps off.
6. **PASSES FOR NON-CONNECTING SERVICE.** UTA transit services which do not

connect with Ski Bus Service are considered to be “non-connecting service.” It is the responsibility of the Administer to restrict use on these non-connecting services by making a written request to kkunkel@rideuta.com that the User’s Pass number be limited to Ski Bus Only, without access to non-connecting service. If the Administrator fails to provide such written request, the Administrator agrees to pay full fare for use of those services.

7. **MONTHLY PAYMENT.** UTA shall invoice Administrator each month based on the actual Ski Bus boarding counts of the Administrator's Authorized Users during the preceding month. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EPC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts, and will operate like a free fare zone. Administrator agrees to pay \$3.60 per Authorized User boarding, which is a 20% discount off the current Ski Bus fare of \$4.50. Administrator shall pay UTA the public fare rate with standard transfer credit for all trips taken on non-connecting service. Administrator agrees to pay UTA the amount invoiced within thirty (30) days of date of invoice. Administrator agrees to pay a one percent (1%) late fee on balances due that remain unpaid within thirty (30) days from the date indicated on the invoice.

A. **Form of Payment.** Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request

8. **CONFISCATION AND UNAUTHORIZED USE OF PASS.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

9. **RECONCILIATION.** UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes maintained by Administrator at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement on a monthly basis

10. **REPORTING**

A. **Partner Website.** The Authority agrees to provide the following information to Administrator through www.tap2rideuta.com, which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extend

completed by Administrator; and (4) action history- a summary of all changes made to Passes. Administrator may access this information at www.tap2rideuta.com by selecting “reports.”

- B. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a trip count of its Authorized Users’ ridership on Ski Bus Service during the preceding month.
 - C. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.
 - D. Administrator Data. Administrator agrees to identify the type of each Pass is issued to (employee or season pass-holder) in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet. UTA encourages Administrator to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.
 - E. Ikon Pass Data. Administrator agrees to provide a list of Ikon pass numbers to the Authority no later than November 1. The Authority Agrees to activate all Ikon passes to be valid as transit fare for the term of this agreement.
 - F. Annual Ridership Report. The Authority will provide Administrator with an Annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Administrator with a breakdown of EFC Pass usage if Administrator provides Pass holder information through bulk import.
 - G. Non-Connecting Service Report. The Authority will provide Administrator with a weekly report summarizing card holder use on non-connecting service under the terms of the Agreement.
11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.
12. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
14. **COSTS AND ATTORNEY’S FEES.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys’ fees and court costs shall be paid by the non-prevailing party.
15. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective party at its address shown on Exhibit A or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to:

Administrator: <u>ALTA SKI LIFTS COMPANY</u>	Utah Transit Authority:
Name: _____	Kensy Kunkel
Address: _____	669 West 200 South
_____	Salt Lake City, Utah 84101
Phone: _____	801-741-8806
Email: _____	kkunkel@rideuta.com

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

16. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation or limited liability company employer to execute this Agreement.
17. **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
18. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions

required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, including court costs and reasonable attorney's fees after the Agreement has been terminated

19. **SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all of its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.
20. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
21. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend and hold harmless the other party, its directors, officers, agents and employees against any and all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
22. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
23. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

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In WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

ALTA SKI LIFTS COMPANY

(Name of Organization)

UTAH TRANSIT AUTHORITY

By:

Signature Date

Print Name: _____

Print Title _____

Approved As To Form:

UTA Legal Counsel

By:

Signature Date

Print Name: _____

Print Title: _____

By:

Signature Date

Print Name: _____

Print Title: _____

SKI BUS AGREEMENT

THIS AGREEMENT is made this _____ day of November, 2019, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and Brighton Resort, LLC, a Utah corporation, ("Administrator").

- A. The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, including in Big and Little Cottonwood Canyon, and is authorized by State law to enter into contracts; and
- B. Administrator operates a ski resort in Big or Little Cottonwood Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski resort; and
- C. Administrator desires to secure public transportation services for its employees and season pass holders to its ski resort under the terms and conditions described below:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and -valuable consideration, the parties hereby agree as follows:

1. **TERM.** This Agreement shall begin on November __, 2019 and end April 30, 2020.
2. **AUTHORIZED USERS.** Administrator's season pass holders, Ikon Pass Holders, and employees shall be Authorized Users under this Agreement.
3. **SKI BUS SERVICE.** The Authority shall provide public transit service in Big and Little Cottonwood Canyons on schedules and routes determined by the Authority at its sole discretion ("Ski Bus Service").
4. **PASSES ADMINISTRATOR** shall issue a pass for use on UTA's transportation services in the form of a Unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements ("Pass") to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. Failure to tap on and off may result in a citation or fine pursuant to UTA's Ordinances.
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completed by Administrator; and (4) action history- a summary of all changes made to Passes. Administrator may access this information at www.tap2rideuta.com by selecting “reports.”

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 - F. Annual Ridership Report. The Authority will provide Administrator with an Annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Administrator with a breakdown of EFC Pass usage if Administrator provides Pass holder information through bulk import.
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11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.
12. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
14. **COSTS AND ATTORNEY’S FEES.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys’ fees and court costs shall be paid by the non-prevailing party.
15. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective party at its address shown on Exhibit A or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to:

Administrator: <u>BRIGHTON RESORT, LLC</u>	Utah Transit Authority:
Name: _____	Kensy Kunkel
Address: _____	669 West 200 South
_____	Salt Lake City, Utah 84101
Phone: _____	801-741-8806
Email: _____	kkunkel@rideuta.com

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

16. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation or limited liability company employer to execute this Agreement.
17. **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
18. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions

required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, including court costs and reasonable attorney's fees after the Agreement has been terminated

19. **SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all of its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.
20. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
21. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend and hold harmless the other party, its directors, officers, agents and employees against any and all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
22. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
23. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

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In WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

BRIGHTON RESORT, LLC

(Name of Organization)

UTAH TRANSIT AUTHORITY

By:

Signature Date

Print Name: _____

Print Title _____

Approved As To Form:

UTA Legal Counsel

By:

Signature Date

Print Name: _____

Print Title: _____

By:

Signature Date

Print Name: _____

Print Title: _____

SKI BUS AGREEMENT

THIS AGREEMENT is made this _____ day of November, 2019, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and **Salt Lake Convention and Visitors Bureau**, a Utah corporation, ("Administrator").

- A. The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, including in Big and Little Cottonwood Canyon, and is authorized by State law to enter into contracts; and
- B. Administrator desires to secure public transportation services to ski resorts under the terms and conditions described below:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and -valuable consideration, the parties hereby agree as follows:

1. **TERM.** This Agreement shall begin on November __, 2019 and end April 30, 2020.
2. **AUTHORIZED USERS.** Administrator's season pass holders and employees shall be Authorized Users under this Agreement.
3. **SKI BUS SERVICE.** The Authority shall provide public transit service in Big and Little Cottonwood Canyons on schedules and routes determined by the Authority at its sole discretion ("Ski Bus Service").
4. **PASSES ADMINISTRATOR** shall issue a pass for use on UTA's transportation services in the form of a Unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements ("Pass") to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. Failure to tap on and off may result in a citation or fine pursuant to UTA's Ordinances.
5. **PASS RECOGNIZED AS TRANSIT FARE:** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off. An Authorized User's Pass will also be recognized as valid fare on UTA TRAX trains, regular UTA buses, and UTA FrontRunner trains connecting to Ski Bus Service when the Authorized User taps on and taps off.
6. **PASSES FOR NON-CONNECTING SERVICE.** UTA transit services which do not connect with Ski Bus Service are considered to be "non-connecting service." It is the responsibility of the Administer to restrict use on these non-connecting services by making a

written request to kkunkel@rideuta.com that the User's Pass number be limited to Ski Bus Only, without access to non-connecting service. If the Administrator fails to provide such written request, the Administrator agrees to pay full fare for use of those services.

7. **MONTHLY PAYMENT.** UTA shall invoice Administrator each month based on the actual Ski Bus boarding counts of the Administrator's Authorized Users during the preceding month. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EPC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts, and will operate like a free fare zone. Administrator agrees to pay \$3.60 per Authorized User boarding, which is a 20% discount off the current Ski Bus fare of \$4.50. Administrator shall pay UTA the public fare rate with standard transfer credit for all trips taken on non-connecting service. Administrator agrees to pay UTA the amount invoiced within thirty (30) days of date of invoice. Administrator agrees to pay a one percent (1%) late fee on balances due that remain unpaid within thirty (30) days from the date indicated on the invoice.

A. **Form of Payment.** Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request

8. **CONFISCATION AND UNAUTHORIZED USE OF PASS.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

9. **RECONCILIATION.** UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes maintained by Administrator at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement on a monthly basis

10. **REPORTING**

A. **Partner Website.** The Authority agrees to provide the following information to Administrator through www.tap2rideuta.com, which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extent completed by Administrator; and (4) action history- a summary of all changes made to Passes. Administrator may access this information at www.tap2rideuta.com by

selecting “reports.”

- B. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a trip count of its Authorized Users’ ridership on Ski Bus Service during the preceding month.
 - C. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.
 - D. Administrator Data. Administrator agrees to identify the type of each Pass is issued to (employee or season pass-holder) in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet. UTA encourages Administrator to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.
 - E. Annual Ridership Report. The Authority will provide Administrator with an Annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Administrator with a breakdown of EFC Pass usage if Administrator provides Pass holder information through bulk import.
 - F. Non-Connecting Service Report. The Authority will provide Administrator with a weekly report summarizing card holder use on non-connecting service under the terms of the Agreement.
11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.
12. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
14. **COSTS AND ATTORNEY’S FEES.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing

party incident to such legal action, including reasonable attorneys' fees and court costs shall be paid by the non-prevailing party.

15. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective party at its address shown on Exhibit A or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to:

Salt Lake Convention and Administrator: <u>Visitors Bureau</u>	Utah Transit Authority:
Name: _____	Kensey Kunkel
Address: _____	669 West 200 South
_____	Salt Lake City, Utah 84101
Phone: _____	801-741-8806
Email: _____	kkunkel@rideuta.com

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

16. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation or limited liability company employer to execute this Agreement.
17. **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
18. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, including court costs and reasonable attorney's fees after the Agreement has been terminated
19. **SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written

consent of the other party. This agreement with all of its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.

20. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
21. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend and hold harmless the other party, its directors, officers, agents and employees against any and all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
22. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
23. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

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In WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

**SALT LAKE CONVENTION AND VISITORS
BUREAU**

(Name of Organization)

UTAH TRANSIT AUTHORITY

By:

Signature Date

Print Name: _____

Print Title _____

Approved As To Form:

UTA Legal Counsel

By:

Signature Date

Print Name: _____

Print Title: _____

By:

Signature Date

Print Name: _____

Print Title: _____

SKI BUS AGREEMENT

THIS AGREEMENT is made this _____ day of November, 2019, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and Snowbird Resort LLC, a Utah corporation, ("Administrator").

- A. The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, including in Big and Little Cottonwood Canyon, and is authorized by State law to enter into contracts; and
- B. Administrator operates a ski resort in Big or Little Cottonwood Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski resort; and
- C. Administrator desires to secure public transportation services for its employees and season pass holders to its ski resort under the terms and conditions described below:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and -valuable consideration, the parties hereby agree as follows:

1. **TERM.** This Agreement shall begin on November __, 2019 and end April 30, 2020.
2. **AUTHORIZED USERS.** Administrator's season pass holders, Ikon Pass Holders, and employees shall be Authorized Users under this Agreement.
3. **SKI BUS SERVICE.** The Authority shall provide public transit service in Big and Little Cottonwood Canyons on schedules and routes determined by the Authority at its sole discretion ("Ski Bus Service").
4. **PASSES ADMINISTRATOR** shall issue a pass for use on UTA's transportation services in the form of a Unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements ("Pass") to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. Failure to tap on and off may result in a citation or fine pursuant to UTA's Ordinances.
5. **PASS RECOGNIZED AS TRANSIT FARE:** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off. An Authorized User's Pass will also be recognized as valid fare on UTA TRAX trains, regular UTA buses, and UTA FrontRunner trains connecting to Ski Bus Service when the Authorized User taps on and taps off.
6. **PASSES FOR NON-CONNECTING SERVICE.** UTA transit services which do not

connect with Ski Bus Service are considered to be “non-connecting service.” It is the responsibility of the Administer to restrict use on these non-connecting services by making a written request to kkunkel@rideuta.com that the User’s Pass number be limited to Ski Bus Only, without access to non-connecting service. If the Administrator fails to provide such written request, the Administrator agrees to pay full fare for use of those services.

7. **MONTHLY PAYMENT.** UTA shall invoice Administrator each month based on the actual Ski Bus boarding counts of the Administrator's Authorized Users during the preceding month. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EPC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts, and will operate like a free fare zone. Administrator agrees to pay \$3.60 per Authorized User boarding, which is a 20% discount off the current Ski Bus fare of \$4.50. Administrator shall pay UTA the public fare rate with standard transfer credit for all trips taken on non-connecting service. Administrator agrees to pay UTA the amount invoiced within thirty (30) days of date of invoice. Administrator agrees to pay a one percent (1%) late fee on balances due that remain unpaid within thirty (30) days from the date indicated on the invoice.

A. **Form of Payment.** Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request

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9. **RECONCILIATION.** UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes maintained by Administrator at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement on a monthly basis

10. **REPORTING**

A. **Partner Website.** The Authority agrees to provide the following information to Administrator through www.tap2rideuta.com, which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extend

completed by Administrator; and (4) action history- a summary of all changes made to Passes. Administrator may access this information at www.tap2rideuta.com by selecting “reports.”

- B. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a trip count of its Authorized Users’ ridership on Ski Bus Service during the preceding month.
 - C. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.
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 - E. Ikon Pass Data. Administrator agrees to provide a list of Ikon pass numbers to the Authority no later than November 1. The Authority Agrees to activate all Ikon passes to be valid as transit fare for the term of this agreement.
 - F. Annual Ridership Report. The Authority will provide Administrator with an Annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Administrator with a breakdown of EFC Pass usage if Administrator provides Pass holder information through bulk import.
 - G. Non-Connecting Service Report. The Authority will provide Administrator with a weekly report summarizing card holder use on non-connecting service under the terms of the Agreement.
11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.
12. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.
14. **COSTS AND ATTORNEY’S FEES.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys’ fees and court costs shall be paid by the non-prevailing party.
15. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective party at its address shown on Exhibit A or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to:

Administrator: <u>SNOWBIRD RESORT LLC</u>	Utah Transit Authority:
Name: _____	Kensy Kunkel
Address: _____	669 West 200 South
_____	Salt Lake City, Utah 84101
Phone: _____	801-741-8806
Email: _____	kkunkel@rideuta.com

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

16. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation or limited liability company employer to execute this Agreement.
17. **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
18. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions

required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, including court costs and reasonable attorney's fees after the Agreement has been terminated

19. **SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all of its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.
20. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
21. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend and hold harmless the other party, its directors, officers, agents and employees against any and all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
22. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
23. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

Remainder of Page Left Intentionally Blank

In WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

SNOWBIRD RESORT LLC

(Name of Organization)

UTAH TRANSIT AUTHORITY

By:

Signature Date

Print Name: _____

Print Title _____

Approved As To Form:

UTA Legal Counsel

By:

Signature Date

Print Name: _____

Print Title: _____

By:

Signature Date

Print Name: _____

Print Title: _____

SKI BUS AGREEMENT

THIS AGREEMENT is made this _____ day of November, 2019, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and Solitude Mountain Ski Area, a Utah corporation, ("Administrator").

- A. The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, including in Big and Little Cottonwood Canyon, and is authorized by State law to enter into contracts; and
- B. Administrator operates a ski resort in Big or Little Cottonwood Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski resort; and
- C. Administrator desires to secure public transportation services for its employees and season pass holders to its ski resort under the terms and conditions described below:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and -valuable consideration, the parties hereby agree as follows:

1. **TERM.** This Agreement shall begin on November __, 2019 and end April 30, 2020.
2. **AUTHORIZED USERS.** Administrator's season pass holders, Ikon Pass Holders, and employees shall be Authorized Users under this Agreement.
3. **SKI BUS SERVICE.** The Authority shall provide public transit service in Big and Little Cottonwood Canyons on schedules and routes determined by the Authority at its sole discretion ("Ski Bus Service").
4. **PASSES ADMINISTRATOR** shall issue a pass for use on UTA's transportation services in the form of a Unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements ("Pass") to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. Failure to tap on and off may result in a citation or fine pursuant to UTA's Ordinances.
5. **PASS RECOGNIZED AS TRANSIT FARE:** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off. An Authorized User's Pass will also be recognized as valid fare on UTA TRAX trains, regular UTA buses, and UTA FrontRunner trains connecting to Ski Bus Service when the Authorized User taps on and taps off.

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A. **Partner Website.** The Authority agrees to provide the following information to Administrator through www.tap2rideuta.com, which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) active Passes- a count of total active passes; (3) Pass Summary-

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15. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective party at its address shown on Exhibit A or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to:

SOLITUDE MOUNTAIN SKI		
Administrator:	<u>AREA</u>	Utah Transit Authority:
Name:	_____	Kensey Kunkel
Address:	_____	669 West 200 South
	_____	Salt Lake City, Utah 84101
Phone:	_____	801-741-8806
Email:	_____	kkunkel@rideuta.com

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

16. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation or limited liability company employer to execute this Agreement.
17. **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

18. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, including court costs and reasonable attorney's fees after the Agreement has been terminated
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21. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend and hold harmless the other party, its directors, officers, agents and employees against any and all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
22. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
23. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

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In WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

SOLITUDE MOUNTAIN SKI AREA

(Name of Organization)

UTAH TRANSIT AUTHORITY

By:

Signature Date

Print Name: _____

Print Title _____

Approved As To Form:

UTA Legal Counsel

By:

Signature Date

Print Name: _____

Print Title: _____

By:

Signature Date

Print Name: _____

Print Title: _____

SKI BUS AGREEMENT

THIS AGREEMENT is made this _____ day of November, 2019, between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah ("Authority" or "UTA") and Sundance Resort, a Utah corporation, ("Administrator").

- A. The Authority is a public transit district organized under the provisions of the Utah Public Transit District Act that provides public transportation service along the Wasatch Front, including in Big and Little Cottonwood Canyon, and is authorized by State law to enter into contracts; and
- B. Administrator operates a ski resort in Big or Little Cottonwood Canyon, sells season passes to the public, and hires employees to assist in the operation of its ski resort; and
- C. Administrator desires to secure public transportation services for its employees and season pass holders to its ski resort under the terms and conditions described below:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and -valuable consideration, the parties hereby agree as follows:

1. **TERM.** This Agreement shall begin on November __, 2019 and end April 30, 2020.
2. **AUTHORIZED USERS.** Administrator's season pass holders and employees shall be Authorized Users under this Agreement.
3. **SKI BUS SERVICE.** The Authority shall provide public transit service in Big and Little Cottonwood Canyons on schedules and routes determined by the Authority at its sole discretion ("Ski Bus Service").
4. **PASSES ADMINISTRATOR** shall issue a pass for use on UTA's transportation services in the form of a Unique electronic micro-chip embedded in an electronic fare card media that complies with UTA's requirements ("Pass") to Authorized Users only. Passes are non-transferrable. Administrator agrees to provide UTA educational information to each Authorized User regarding UTA's Electronic Fare Collection Policies, particularly the requirement that Authorized Users tap on prior to boarding and tap off immediately after boarding. Failure to tap on and off may result in a citation or fine pursuant to UTA's Ordinances.
5. **PASS RECOGNIZED AS TRANSIT FARE:** For the term of this agreement, a Pass issued to an Authorized User under this Agreement, when displayed together with valid photo identification upon request, shall be recognized as full fare on Ski Bus Service when the Authorized User has tapped on and tapped off. An Authorized User's Pass will also be recognized as valid fare on UTA TRAX trains, regular UTA buses, and UTA FrontRunner trains connecting to Ski Bus Service when the Authorized User taps on and taps off.
6. **PASSES FOR NON-CONNECTING SERVICE.** UTA transit services which do not

connect with Ski Bus Service are considered to be “non-connecting service.” It is the responsibility of the Administer to restrict use on these non-connecting services by making a written request to kkunkel@rideuta.com that the User’s Pass number be limited to Ski Bus Only, without access to non-connecting service. If the Administrator fails to provide such written request, the Administrator agrees to pay full fare for use of those services.

7. **MONTHLY PAYMENT.** UTA shall invoice Administrator each month based on the actual Ski Bus boarding counts of the Administrator's Authorized Users during the preceding month. Boarding and fare usage will be determined by the Authority based upon monthly ridership boarding counts using UTA's Electronic Fare Collection ("EPC") ridership counting system. Trips taken between resorts ("Shuttles" between Alta-Snowbird and Brighton-Solitude) will be excluded from the Ski Bus boarding counts, and will operate like a free fare zone. Administrator agrees to pay \$3.60 per Authorized User boarding, which is a 20% discount off the current Ski Bus fare of \$4.50. Administrator shall pay UTA the public fare rate with standard transfer credit for all trips taken on non-connecting service. Administrator agrees to pay UTA the amount invoiced within thirty (30) days of date of invoice. Administrator agrees to pay a one percent (1%) late fee on balances due that remain unpaid within thirty (30) days from the date indicated on the invoice.

A. **Form of Payment.** Payment can be made in the following forms: Check, ACH, and/or Wire Transfer. Checks should be made payable to UTA and mailed to the following address: Utah Transit Authority, Accounts receivable, 669 West 200 South, Salt Lake City, Utah 84101. ACH/WIRE instructions are available upon request

8. **CONFISCATION AND UNAUTHORIZED USE OF PASS.** UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify the Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

9. **RECONCILIATION.** UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all Passes maintained by Administrator at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and the Passes sold and to inspect and reconcile all records and accounts pertaining to this agreement on a monthly basis

10. **REPORTING**

A. **Partner Website.** The Authority agrees to provide the following information to Administrator through www.tap2rideuta.com, which may be accessed at any time: (1) Ridership- parameters include a date range with trip counts by Pass number or service type; (2) active Passes- a count of total active passes; (3) Pass Summary- the current status of each Pass, the Pass number, and property field to the extend

completed by Administrator; and (4) action history- a summary of all changes made to Passes. Administrator may access this information at www.tap2rideuta.com by selecting “reports.”

- B. Ridership Data. Each monthly billing cycle, UTA agrees to provide Administrator with a trip count of its Authorized Users’ ridership on Ski Bus Service during the preceding month.
 - C. Additional Ridership Data. Subject to Utah Code 17B-2a-815(3)(a), which limits the type of ridership data UTA may disclose to third party administrators, the Authority will provide additional Authorized User ridership data to Administrator upon request. Requests for additional ridership data must be emailed to passprograms@rideuta.com.
 - D. Administrator Data. Administrator agrees to identify the type of each Pass is issued to (employee or season pass-holder) in the property fields on the UTA Third Party Partner Website or the bulk import spreadsheet. UTA encourages Administrator to provide additional information in the property fields of the UTA Partner Website or bulk import spreadsheet so that the parties can obtain more comprehensive ridership data in connection with the Ski Bus Service.
 - E. Annual Ridership Report. The Authority will provide Administrator with an Annual written or electronic report summarizing the service provided under the terms of the Agreement. UTA can also provide Administrator with a breakdown of EFC Pass usage if Administrator provides Pass holder information through bulk import.
 - F. Non-Connecting Service Report. The Authority will provide Administrator with a weekly report summarizing card holder use on non-connecting service under the terms of the Agreement.
11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination. In the event the Agreement is terminated after UTA begins Service, the amount owed under this Agreement shall be prorated based on the number of days UTA provided the Service.
12. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

14. **COSTS AND ATTORNEY’S FEES.** If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorneys’ fees and court costs shall be paid by the non-prevailing party.
15. **NOTICES.** Except as otherwise indicated, notices to be given hereunder shall be sufficient if given in writing in person or by personal delivery, U.S. mail, or electronic mail. All notices shall be addressed to the respective party at its address shown on Exhibit A or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to:

Administrator: SUNDANCE RESORT Name: _____ Address: _____ Phone: _____ Email: _____	Utah Transit Authority: Kensey Kunkel 669 West 200 South Salt Lake City, Utah 84101 801-741-8806 kkunkel@rideuta.com
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Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

16. **INTENT TO BE LEGALLY BOUND.** The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation or limited liability company employer to execute this Agreement.
17. **NON-DISCRIMINATION.** Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, creed, sex, or age in accordance with the requirements of 49 U.S.C. 5332.
18. **DEFAULT.** In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days’ notice of such failure to perform, the non-defaulting party under this agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, including court costs and reasonable attorney’s fees after the Agreement has been terminated

19. **SUCCESSORS AND ASSIGNS.** This agreement shall not be assigned without the written consent of the other party. This agreement with all of its terms and provision shall be binding and inure to the benefit of any permitted successors and assigns of the parties hereto.
20. **AMENDMENTS.** This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.
21. **INDEMNIFICATION.** The parties mutually agreed to indemnify, defend and hold harmless the other party, its directors, officers, agents and employees against any and all claims, actions, debts or loss to the extent arising from a breach of a covenant, or other breach or default by the indemnifying party under this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. UTA does not waive any legal defense or benefit available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.
22. **GOVERNING LAW.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.
23. **WAIVER.** The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

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In WITNESS WHEREOF, the undersigned parties have executed this Agreement the date and year above written.

SUNDANCE RESORT

UTAH TRANSIT AUTHORITY

(Name of Organization)

By:

Signature Date

Print Name: _____

Print Title _____

Approved As To Form:

UTA Legal Counsel

By:

Signature Date

Print Name: _____

Print Title: _____

By:

Signature Date

Print Name: _____

Print Title: _____



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Robert Biles, Chief Financial Officer
PRESENTER(S): Monica Morton, Fares Director

BOARD MEETING DATE: November 20, 2019

SUBJECT:	Fare Contract - The Church of Jesus Christ of Latter-day Saints ECO Pass	
AGENDA ITEM TYPE:	Revenue Contract	
RECOMMENDATION:	Authorize the renewal of a Non-Profit ECO Pass Contract with The Church of Jesus Christ of Latter-day Saints.	
BACKGROUND:	Resolution R2018-06-07 set ECO Pass contract pricing, including discounted pricing for non-profit organizations. This contract is being presented to the board because it exceeds \$200k in contract revenue.	
DISCUSSION:	This is an ECO Pass Agreement wherein the Church of Jesus Christ of Latter Day Saints is allowed to purchase and issue discounted transit passes for their employees to use. The non-profit discount they receive is 25% off of the standard ECO Preferred Pass Pricing (\$392/pass) to procure non-profit ECO Preferred Passes for \$294/pass.	
CONTRACT SUMMARY:	Contractor Name: The Church of Jesus Christ of Latter-day Saints	
	Contract Number: 19-F0001_2	Existing Contract Value: \$1,776,642
	Base Contract Effective Dates: January 1-December 31, 2020	Extended Contract Dates:
	Amendment Amount: NA	New/Total Amount Contract Value: \$1,776,642
	Procurement Method: NA	Funding Sources: NA
ALTERNATIVES:	Not approve the contract and forgo revenue.	
FISCAL IMPACT:	\$1,776,642 in revenue. This revenue is estimated based on the 2018 contract. We do not expect a change in revenue for 2019.	
ATTACHMENTS:	1) Contract	

ECO PASS AGREEMENT

This ECO Pass Agreement (“Agreement”) is made effective the 1st day of January, 2020 (the “Effective Date”) by and between **CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS / CORPORATION OF THE PRESIDING BISHOPRIC**, whose address is 50 East North Temple Street, Salt Lake City, UT 84150 (the “Sponsor”) and **UTAH TRANSIT AUTHORITY**, a public transit district, whose address is 669 West 200 South, Salt Lake City, Utah 84101 (hereinafter “UTA”).

RECITALS

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

WHEREAS, Sponsor is a business entity that hires Employees who work at one or more common locations or area designations within the public transit district;

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

WHEREAS, UTA has implemented an “ECO Pass Program” or economical transit pass program whereby Sponsors agree to purchase from UTA transit passes (“Passes”) on an annual basis for every eligible Employee at a discounted rate.

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

NOW THEREFORE, Sponsor and UTA hereby covenant and agree to be bound by the terms and conditions set forth in this Agreement, including Exhibits “A” and “B”, and made a part hereof by this reference.

SECTION I: DEFINITIONS

1.1 The term “**Base Purchase Price**” means the base purchase price of the Passes in accordance with the terms of this Agreement, exclusive of any Fuel Surcharge fees that may be imposed by UTA or that may be due and owing.

1.2 The term “**Cardholder**” means Employees who have been issued a Pass in accordance with this Agreement.

1.3 The terms “**ECO Pass,**” “**Pass**” or “**Passes**” means an identification card for use as set forth in this Agreement. For purposes of this Agreement an ECO Pass, Pass or Passes shall be an electronic fare card issued in compliance with this Agreement that is electronically enabled and authorized to be used for UTA transit services in accordance with UTA’s EFC Rules and Cardholder Rules.

1.4 The term “**Effective Date**” shall mean January 1, 2020, unless the parties agree otherwise

1.5 The term “**Electronic Fare Administration Rules**” means the rules established by UTA governing the electronic activation and deactivation of electronic fare cards, including ECO Passes found at http://www.rideuta.com/uploads/EFCCardholderRules_7_27_11_links1.pdf as of the date of execution of this Agreement, including any addenda referenced therein

1.6 The term “**Emergency**” means: (a) an unplanned change in the Employee’s work schedule which causes the Employee to miss the Employee’s usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (b) the illness or injury of the Employee or the Employee’s Immediate Family Member which requires the Employee to immediately leave work to attend to the needs of the Employee or an Immediate Family Member and regularly scheduled transit trips will not permit the Employee to meet such needs.

1.7 The term “**Employee**” means: (a) each person employed by Sponsor on a full-time basis at Sponsor’s Business Location; and (b) each person employed by Sponsor on a part-time basis at Sponsor’s Business Location where Sponsor, at its option, has decided to treat all part-time employees as full-time employees for purposes of this Agreement, who are issued a Pass in compliance with this Agreement; and (c) when issued a Pass for purposes of this Agreement, the individual whose name appears on the Pass. The term “Employee” shall not include: (1) individuals employed at Sponsor’s Business Location participating in a UTA van pool program; or (2) individuals that work a shift for nine months or more of the year with one trip of the individual’s transit commute falls outside of UTA operating hours.

1.8 The term “**Fare Recognition Level**” means the level of fare recognition purchased by Sponsor. The Fare Recognition Level dictates the transit services an Employee can use without additional fare payment. Base Purchase Prices reflecting the Fare Recognition Level are contained in Exhibit “A.” An Employee’s Pass shall be recognized as full fare payment on Local Transit Routes and Premium Express Routes. (See 1.10 and 1.11 for details.)

1.10 The term “**Immediate Family Member**” means a spouse, child, step-child of the Employee, or other person who resides in the same residence as the Employee and is the dependent of the Employee.

1.11 The term “**Local Transit Routes**” means regular fixed route bus, MAX bus rapid transit, Streetcar light rail, and TRAX light rail routes operated by UTA that offer standard public transit service making frequent stops along designated streets, highways and or TRAX/Streetcar stations. UTA routes not included in the term Local Transit Routes are ski service routes, Premium Express Routes, route deviation trips, Park City Connect Service routes, FrontRunner commuter rail routes and special service routes including ADA Paratransit and Flextrans.

1.12 The term “**Premium Express Routes**” means regular fixed route bus, express bus, MAX bus rapid transit, Streetcar light rail, TRAX light rail, and FrontRunner commuter rail routes operated by UTA. UTA routes not included in the definition of “Premium Express Routes” are ski service routes, route deviation trips, Park City Connect Service routes, or special service routes, including ADA Paratransit and Flextrans service.

1.13 The term “**Sponsor**” means the business entity defined as Sponsor on the initial page of this Agreement.

1.14 The term “**Sponsor’s Business Location**” means one or more qualified places of business operated by Sponsor within UTA’s service district. Each location constituting “Sponsor’s Business Location” shall be approved by UTA and listed in Exhibit “A”.

SECTION II: TERMS AND CONDITIONS

2.1 Electronic Fare Card Media/Form of Passes. Each Pass shall be in the form of a unique electronic micro-chip embedded in an electronic identification card issued by either UTA or Sponsor. Each Pass shall be individually numbered. UTA printed electronic fare cards shall be provided to Sponsor. Sponsor agrees to: (1) implement and comply with UTA’s EFC Rules; and (2) train staff with Pass issuance or administration responsibilities on UTA’s EFC Rules. Sponsor may purchase additional inactive electronic fare cards (inactivated Passes) at anytime during the term of this Agreement for the amount of \$1.00 per card. Sponsor may re-issue previously issued Passes to Employees, provided (1) the Employee continues to meet the definition of an Employee for purposes of this Agreement; and (2) the Pass is not re-issued to a different Employee.

2.2 Issuance of Passes. Sponsor agrees to purchase, and UTA shall sell to Sponsor, Passes for every Employee employed by Sponsor at Sponsor’s Business Location. Sponsor is responsible for the distribution and issuance of Passes to its Employees. Sponsor agrees to re-use previously issued Passes for every Employee in the event, Sponsor has entered an ECO Pass Agreement for the previous year. The number of Passes issued under this Agreement shall be based on the total number of eligible Employees employed at Sponsor’s Business Location as of the Effective Date of this Agreement, excluding Employees participating in a UTA van pool program. If the number of Employees employed at Sponsor’s Business Location decreases during the term of this Agreement by more than ten percent (10%) of the Number of Sponsor’s Employees identified in Exhibit “A”, Sponsor shall inform UTA in writing within thirty (30) days of such decrease. Upon delivery of such notice, Sponsor may return Passes as required by any decrease in accordance with Section 2.8. In addition, Sponsor may purchase additional Passes at the prorated Annual Base Purchase Price per Employee, as required by any increase. The Sponsor shall submit a revised Exhibit “A” via email to their UTA Marketing Representative to allow the increase.

2.3 Restrictions on Sponsor Charges to Employees. While Sponsor may implement a charge to its Cardholders to offset the cost incurred by Sponsor for the Passes, in no event shall the Sponsor’s aggregate charges to Cardholders for the Passes exceed the total amount paid to UTA pursuant to this Agreement. To the extent, any profits are generated by the sale of Passes to Cardholders, Sponsor shall provide an accounting to UTA and report and transfer any such proceeds to UTA, less any commercially reasonable and verifiable administrative expenses incurred by Sponsor associated with this Agreement. Upon the request of UTA, Sponsor shall submit an accounting detailing, the number of Passes sold; and the amount paid by Cardholders for Passes.

2.4 Passes Recognized as Transit Fare.

2.4.1 So long as this Agreement has not been terminated in accordance with Paragraph 2.13, each Pass issued to Cardholders under this Agreement and in compliance with this Agreement, when used by such Cardholders to “tap-on” and “tap-off” at designated card readers when boarding and alighting a UTA transit vehicle in accordance with UTA’s EFC Rules, such Pass shall be recognized as

full fare for Local Transit Routes and Premium Express Routes. Sponsor's Fare Recognition Level shall be reflected in Exhibit "A". Passes are non-transferable. Cardholders are required to show valid picture identification if requested to do so by an authorized UTA representative.

2.4.2 Sponsor acknowledges that it is responsible for ensuring that its Cardholders are made aware of UTA's EFC Rules, including but not limited to the requirement that all Cardholders are required to "tap-on" and "tap-off" at designated readers when riding UTA services. Failure to do so may result in a citation or fine pursuant to UTA Ordinances.

2.4.3 UTA's Local Transit Routes and Premium Express Routes are public transit services, which may be modified from time to time as UTA modifies its public routes.

2.5 Term of Agreement and Passes. The term of this Agreement shall be from the Effective Date to December 31, 2020. Each Pass is valid from the Effective Date through December 31, 2020.

2.6 Handling of Passes; Sponsor's Control of Issued Passes. Sponsor shall not furnish, provide, assign, resell or otherwise transfer a Pass to any persons or entities not qualifying as an Employee under this Agreement. Sponsor agrees to furnish to UTA the number of all Employees employed at Sponsor's Business Location: (a) at the execution of this Agreement; (b) at the time of any request by Sponsor to purchase or return Passes as authorized under Paragraph 2.8; (c) at the time of any renewal of this Agreement; or otherwise (d) upon request of UTA at any time during the term of this Agreement. At all times during the term of this Agreement, Sponsor must be able, upon request of UTA, to account for each Pass issued to Sponsor under this Agreement. The obligation under the preceding sentence shall include: (w) Sponsor maintaining a record identifying each Pass issued by Sponsor to a Cardholders, which record shall include the number of each issued Pass and the corresponding Employee issued such Pass; (x) printing the Cardholders name on the Pass in permanent ink prior to issuance to user; (y) Sponsor being able to produce for inspection, upon request, any Pass purchased by Sponsor that has not been issued to an Employee; and (z) Sponsor being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. Within twenty-four (24) hours, Sponsor shall deactivate the Pass of any terminated employee. UTA maintains the right, upon reasonable notice, to inspect during reasonable business hours all such records maintained by Sponsor at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement. UTA shall only use the information discovered under this paragraph to audit the use of Passes and not for any other purpose.

2.7 Payment for Passes.

2.7.1 Sponsor shall pay to UTA the Annual Base Purchase Price contained in Exhibit "A" for the number of Passes issued during the term of this Agreement. Upon execution of this Agreement, Sponsor shall pay to UTA, the Base Purchase Price no later than February 29, 2020.

2.7.2 UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid ninety (90) days from date of invoice. Unpaid balances for the Base Purchase Price shall be billed a late fee if not paid by February 29, 2020 or such other date agreed upon by the parties in writing, but no more than ninety (90) days from date of invoice. UTA shall charge a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid ninety (90) days from date of invoice.

2.8 Return of Passes. Sponsor shall be permitted to return, and UTA may demand the return of, valid Passes to UTA: (a) in the event this Agreement is terminated prior to the expiration of the term hereof; (b) in the event of a relocation of Sponsor's Business Location or discontinuation of Sponsor's operations outside the public transit district; or (c) in the event of a reduction in the number of Employees of Sponsor by ten percent (10%) or more, in accordance with Section 2.2. In the event Passes are returned as set forth above, UTA shall refund to Sponsor the prorated remaining value of each returned Pass. Any returned Pass determined to have been used in violation of this Agreement will not be eligible for refund.

2.9 Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate a Pass or electronic fare card at any time (without notice to the Sponsor) from any person who UTA reasonably believes is not an eligible Employee. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated, altered or used in any unauthorized way. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters or uses the Pass in any unauthorized way. UTA shall not pursue any claims or suits against Sponsor for any unauthorized use of the Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and Sponsor had actual knowledge of such action; (b) Sponsor falsely certified to UTA, the name of person that is not an Employee; or (c) the unauthorized use resulted from Sponsor's acts, omissions or misconduct. UTA shall have the right to confiscate any Pass if UTA believes that the information provided has been falsified by the Sponsor or its authorized representatives, or a Pass has been given by the Sponsor or its authorized representatives to non-eligible persons. UTA will deactivate a Pass that is confiscated and Sponsor will receive no credit for these Passes. UTA has a right to charge Sponsor a prorated price to replace a confiscated Pass.

2.10 Non-Transferrable. Each Pass is not transferable to any other Cardholder, member of the Cardholder's household, or any other person.

2.11 Replacement for Lost, or Stolen Passes. Sponsor may issue a replacement Pass for a Pass that is lost, stolen or replaced because of a terminated Employee. Sponsor will deactivate a lost, stolen or replaced Pass using the UTA partners website, www.tap2ride.com/uta-partners. Sponsor shall not issue a replacement for a confiscated Pass unless UTA receives payment at a prorated price.

2.12 Security Terms. Sponsor agrees to be responsible and accountable for all electronic fare cards delivered to Sponsor by UTA and to treat unissued electronic fare cards with the same care and safeguards as cash. Only one card may be active at any time for any Cardholder.

2.13 Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Either party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least thirty (30) days prior to the termination date. In the event that UTA terminates the Agreement prior to the end of the term of this Agreement, UTA shall refund to the Sponsor the prorated remaining value of each returned Pass (as calculated using the Base Purchase Price as identified in Exhibit "B"). No portion of any Fuel Surcharge payment will be refunded.

2.14 Guaranteed Ride Home In order to accommodate the Emergency needs of Sponsor's Cardholders, UTA agrees that during the term of this Agreement it will provide a guaranteed ride home for Sponsor's a Cardholder who cannot take a customary scheduled transit trip, or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at

its expense, will provide alternative transportation to Cardholders from Sponsor's Business Location to the Cardholders home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following two alternative ways: (1) a ride in a UTA vehicle driven by a UTA employee; or (2) a ride in a taxi cab. If UTA selects the option of using a UTA vehicle driven by a UTA employee, the Sponsor understands that UTA is a governmental entity covered by the Utah Governmental Immunity Act and provides self insurance only to the amount of approximately \$500,000 per individual and approximately \$1,000,000 per occurrence. If UTA selects the option of a taxi cab, the taxi shall be required to provide public liability insurance in an amount required by State law. A Cardholders shall be entitled up to six (6) guaranteed rides home in any calendar year.

2.15 Other Interests. No person not a party to this Agreement (other than affiliated or sister companies of Sponsor) shall have any rights or entitlement of any nature under it.

2.16 Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

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

2.18 Notices. All notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown on the initial page of this Agreement or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

2.19 Intent to be Legally Bound. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of a governmental entity, corporation or limited liability company are duly authorized by his or her respective governmental entity, corporation or limited liability company to execute this Agreement.

2.20 Privacy. UTA does not maintain any personally identifiable information of Sponsor's Employees. As such, UTA shall not disclose any personally identifiable information to any third parties, except as required by law.

2.21 Nondiscrimination. Sponsor agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, religion, sex, age, or disability in accordance with the requirements of 49 U.S.C. §5332.

The exhibits and schedules constitute an integral part of this Agreement:

Exhibit "A": Pass Program Election and Pricing

Exhibit "B": Eligible Employees

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

**CORPORATION OF THE PRESIDENT OF THE
CHURCH OF JESUS CHRIST OF LATTER-DAY
SAINTS / CORPORATION OF THE PRESIDING
BISHOPRIC**

UTAH TRANSIT AUTHORITY

By: _____ Date: _____
Benson L. Porter
Managing Director of HR

By: _____ Date: _____
Carolyn Gonot
Executive Director

By: _____ Date: _____
Robert Biles
Vice President of Finance

Approved as to Form:

Michael Bell
Assistant Attorney General
Counsel for UTA

Exhibit A

Pass Program Election and Pricing

Section 1: Partner Information

Fill out the following information so UTA can set-up an account.

Church Office Building
50 East North Temple Street
Salt Lake City, Utah 84150

Section 2: Contact Information

Fill out the following information for the point person on this contract.

Camille Thorpe – HR
Church Office Building
801.240.2393
camille.thorpe@ldschurch.org

Section 3: Designated Transit Coordinator

Fill out the following information for the employee(s) that will administer the pass program. UTA will contact them to set-up logins on UTA's Partner Website.

Camille Thorpe – HR
Church Office Building
801.240.2393
camille.thorpe@ldschurch.org

Section 4: Billing Information

Accounts Payable Contact

Church Office Building
50 East North Temple Street
Salt Lake City, Utah 84150
Email:

Preferred Invoicing

Method	Check One	Email or Mailing Address
Email	<input type="checkbox"/>	
USPS	<input type="checkbox"/>	
Invoicing Instructions:		

Form of Payment

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

Checks should be made payable to Utah Transit Authority and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South Salt Lake City, Utah 84101

ACH/WIRE Instructions are available upon request

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Section 5: Program and Pricing

Pass Program Selection:

Annual (Preferred) \$392

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must have a minimum of 30 employees and all employees must receive a pass to use.

Fare Recognition Level:

Premium: Valid for travel on local buses, express buses, TRAX light rail, Streetcar light rail, bus rapid transit, and FrontRunner commuter rail. Authorized Services do not include travel on Park City Connect, Ski-bus, or Paratransit services.

$$\begin{array}{rcl} \underline{\$392} & \times & \\ \text{Annual Preferred Pass Price} & & \text{Number of Eligible Employees as of} \\ & & \text{January 1, 2020*} \end{array} = \underline{\hspace{2cm}} \begin{array}{l} \text{Sponsor's Total annual Base} \\ \text{Purchase Price} \end{array}$$

*See Attachment 1: eligible employee

Annual (Non-Profit) \$294*

**Institution must qualify as a 501(c)(3) in order to participate in the Annual (Non-Profit) Program and receive a 25% discount off \$392*

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must have a minimum of 30 employees and all employees must receive a pass to use.

Fare Recognition Level:

Premium: Valid for travel on local buses, express buses, TRAX light rail, Streetcar light rail, bus rapid transit, and FrontRunner commuter rail. Authorized Services do not include travel on Park City Connect, Ski-bus, or Paratransit services.

$$\begin{array}{rcl} \underline{\$294} & \times & \\ \text{Annual Non-Profit Pass Price} & & \text{Number of Eligible Employees as of} \\ & & \text{January 1, 2020*} \end{array} = \underline{\$1,776,642} \begin{array}{l} \text{Sponsor's Total annual Base} \\ \text{Purchase Price} \end{array}$$

*See Attachment 1: eligible employee

Exhibit B: Eligible Employees

<i>Location Name</i>	<i># of Eligible Employees</i>
Church Administration Bldg	95
Church History Library	206
Church History Museum	21
Church Office Building - AUD	53
Church Office Building - AVD	279
Church Office Building - CES	109
Church Office Building - COR	64
Church Office Building - CSD	161
Church Office Building - CUR	23
Church Office Building - FCH	88
Church Office Building - FRD	169
Church Office Building - HQF	314
Church Office Building - HRD	91
Church Office Building - ICS	57
Church Office Building - MFD	141
Church Office Building - MIS	93
Church Office Building - MMD	274
Church Office Building - OCS	18
Church Office Building - OGC	14
Church Office Building - PBA	26
Church Office Building - PTH	87
Church Office Building - QSV	3
Church Office Building - SPD	108
Church Office Building - SRS	41
Church Office Building - TPL	85
Church Office Building - WEL	140
Conference Center - AVD	60
Conference Center - HQF	40
Deseret Trust Company (DTC)	18
Ensign Peak Advisors (EPA)	36
Exhibits Building - MIS	1
Family History Library	53
Joseph Smith Building	41

Joseph Smith Building - FHD	213
Joseph Smith Building - HQF	52
Joseph Smith Building - PAD	44
Lehi UT FamilySearch Facility	351
Macy's Building	48
Metro Building	1
Murray UT Cannery	7
Murray UT Dev. Services	19
North Office Building	117
Provo UT BYU Dist Center	1
Provo UT BYU LDS Family Svs	5
Provo UT BYU S&I Preservice Se	8
Provo UT City Center Temple	20
Provo UT LDS Philanthropies	78
Provo UT MTC	4
Relief Society Bldg	19
Riverton LDS Family Svs	8
Riverton UT South Valley Fac	892
Sandy UT DI	16
SLC UT DI	1
SLC UT Dist Center	101
SLC UT East Seminary	5
SLC UT Humanitarian Center	31
SLC UT LDS Business College In	9
SLC UT LDS Family Svs	6
SLC UT Print Center	266
SLC UT Temple	35
SLC UT University Institute	27
SLC UT Welfare Sq Bakery	5
SLC UT Welfare Sq Cannery	7
SLC UT Welfare Sq Dairy	31
SLC UT Welfare Sq DI	16
SLC UT Welfare Sq Strhse	13
SLC UT Welfare Sq. Dev.Serv	4
SLC UT West Seminary	3
Steam Plant	11
Sugarhouse UT DI	16
Tabernacle - HQF	20

Tabernacle - TCH	10
Temple Square Grounds	32
Thrasher Research Fund	4
Triad Center 5	2
Triad Grounds	21
US Utah Valley Centra S&I Area	43
UT JSMB Office	4
West Office Building	408
Total:	6043



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Robert Biles, Chief Financial Officer
PRESENTER(S): Monica Morton, Fares Director

BOARD MEETING DATE: November 20, 2019

SUBJECT:	Fare Contract - Zions Bankcorporation ECO Pass	
AGENDA ITEM TYPE:	Revenue Contract	
RECOMMENDATION:	Authorize the renewal of Standard ECO Pass Contracts with Zions Bankcorporation.	
BACKGROUND:	Resolution R2018-06-07 set ECO Pass contract pricing. This contract is being presented to the board because it exceeds \$200k in contract revenue.	
DISCUSSION:	This is an ECO Pass Agreement wherein Zions Bancorporation is allowed to purchase and issue discounted transit passes for their employees to use. They receive no discount off of the standard ECO Monthly Pass Pricing (\$89/month).	
CONTRACT SUMMARY:	Contractor Name: Zions Bankcorporation	
	Contract Number: 18-2454AB-2	Existing Contract Value: \$430,100
	Base Contract Effective Dates: January 1-December 31, 2020	Extended Contract Dates: NA
	Amendment Amount: NA	New/Total Amount Contract Value: \$430,100
	Procurement Method: NA	Funding Sources: NA
ALTERNATIVES:	Not approve the contract and forgo revenue.	
FISCAL IMPACT:	\$430,100 in revenue. This revenue is estimated based on the 2018 contract. We do not expect a change in revenue for 2019.	
ATTACHMENTS:	Contract	

ECO PASS AGREEMENT

This ECO Pass Agreement (“Agreement”) is made effective the 1st day of January, 2020 (the “Effective Date”) by and between, Zions Bancorporation, the (“Administrator”) and UTAH TRANSIT AUTHORITY, a public transit district, whose address is 669 West 200 South, Salt Lake City, Utah 84101 (hereinafter “UTA”).

RECITALS

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

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

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

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

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

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

1.0 DEFINITIONS

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

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

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

1.4 The term “**Qualified Employee**” means (a) an employee who is employed on a full time, part time, seasonal, and/or temporary basis; (b) an employee who is not currently participating in a UTA van pool program; (c) an employee who works shifts when UTA is providing transit services.

1.5 The term “**Emergency**” means: (a) an unplanned change in the Authorized User’s work schedule which causes the Authorized user to miss a usual or customary scheduled transit trip from work to home and another transit trip is not scheduled within a thirty minute time period; or (b) the illness or injury of the Authorized User or the Authorized User’s Immediate Family Member which requires the Authorized User to immediately leave work to attend to the needs of the Authorized User or an Immediate Family Member and regularly scheduled transit trips will not permit the Authorized User to meet such needs.

1.6 The term “**Immediate Family Member**” means a spouse, child, step-child of the Authorized User, or other person who resides in the same residence as the Authorized User and is the dependent of the Authorized User.

2.0 TERMS AND CONDITIONS

2.1 TERM. This Agreement shall be in effect from Effective Date through December 31, 2020.

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

2.3 NON-TRANSFERRABLE. A Pass is not transferable.

2.4 MINIMUM NUMBER OF PASSES.

2.4.1 Annual Preferred Passes. An Administrator that purchases Annual Preferred Passes shall purchase an Annual Preferred Pass for each and every Qualified Employee. An Administrator must have 30 or more Qualified Employees to participate in this program.

2.4.2 Annual Select Passes. An Administrator that purchases Annual Select Passes shall purchase a minimum of fifteen (15) Annual Select Passes.

2.4.3 Monthly Passes. An Administrator that purchases Monthly Passes shall purchase a minimum of fifteen (15) Monthly Passes.

2.4.4 Daily Passes. An Administrator that purchases Daily Passes shall purchase at least \$1,000 worth of Daily Passes each month.

2.4.5 Exceptions to Minimum Purchase Requirements. Federal, state and local government entities are exempt from minimum pass purchase requirements as required in the Annual Select, Monthly Pass, and Daily Pass Programs. Federal, state and local government entities wishing to participate in Annual Preferred must comply with all minimum requirements as referenced in section 2.4.1 above.,,

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

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

2.6 ACTIVATING PASSES.

2.6.1 Annual and Daily Passes. Upon execution of this Agreement, UTA will provide Administrator with activated Passes based on the preferred start month identified in Exhibit “A”, Section 5. All Passes automatically expire December 31st but may be activated for another year upon completion of a subsequent agreement between the parties prior to the expiration of the Passes.

2.6.2 Monthly Passes. UTA will provide Administrator with inactive Passes that Administrator shall activate. To activate Passes for use on the 1st day of the month, Administrator shall provide UTA with an electronic file of Pass numbers that conforms to the Bulk Import File Specifications Guide provided by UTA no earlier than the 25th of the month and no later than the second to last business day of the month. Administrator may activate Passes at any time during the month but UTA will not prorate the monthly charge for late activations.

2.7 PAYMENT FOR PASSES. Administrator shall pay the amount stated on Exhibit “A” for Passes provided by UTA under this Agreement. Administrator is responsible for paying the full amount owed to UTA, regardless of whether Administrator receives payment for Passes from a third party. Administrator shall pay the amount invoiced by the due dates identified below. UTA shall charge Administrator a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice.

2.7.1 Annual Passes. UTA shall issue Administrator an invoice for the annual amount to be paid under this Agreement within fifteen (15) days of the Effective Date. In addition to the penalties set forth in Section 2.7, UTA shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the Effective Date.

2.7.2 Monthly Passes. UTA shall issue Administrator an invoice at the end of each month for all Passes activated during the month. Payment is due by the 15th day of the month following the month in which the passes were activated. In addition to the penalties set forth in Section 2.6, UTA shall suspend Administrator’s ability to activate Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.7.3 Daily Passes. UTA shall issue Administrator an invoice for actual daily Pass usage each month within five days after the month ends. Administrator shall pay UTA the amount of \$1,000.00 or the value of the actual daily Pass use, whichever is greater, within thirty (30) days of the date of the invoice. In addition to the penalties set forth in Section 2.7, UTA shall suspend Administrator’s ability to activate Passes and shall deactivate all active Passes in the event Administrator has a balance due under this Agreement that remains unpaid for forty-five (45) days from the date of the original invoice.

2.8 PURCHASES OF ADDITIONAL PASSES. Administrator may purchase additional Passes by making a request through <https://ecopass.rideuta.com> UTA shall charge Administrator a prorated price for additional annual Passes based on the number of months remaining under this Agreement and will issue an invoice for the purchase of the additional Passes.

2.9 ISSUING REPLACEMENT PASSES. Administrator is responsible for replacing Passes that are lost, stolen, defective, or otherwise require replacement. Administrator must process all Pass replacements on UTA’s partner website www.tap2rideuta.com.

2.10 COST OF REPLACEMENT PASSES TO ADMINISTRATOR. UTA will not charge Administrator for electronic Passes so long as the number of Passes requested does not exceed more than 50% of the number of passes indicated on Exhibit “A.” In the event Administrator exceeds the number of passes, Administrator agrees to pay \$3.00 for each additional Pass provided by UTA.

2.11 COST OF REPLACEMENT PASSES TO AUTHORIZED USERS. Administrator may charge an Authorized User for a replacement Pass in an amount less than or equal to the amount paid by Administrator to UTA for the replacement Pass. However, at its discretion, Administrator may charge an

Authorized User a fee for the administrative costs associated with reissuing a Pass.

2.12 RESTRICTIONS ON CHARGES TO AUTHORIZED USERS. Administrator may collect all, or part of, its' cost for each Pass from the Authorized User as long as the amount collected does not exceed the cost per Pass charged to Administrator under this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing the number of Passes sold, and the amounts paid by Authorized Users for Passes.

2.13 SECURITY TERMS. Administrator agrees to be responsible for all Passes delivered to Administrator by UTA and to treat unissued Passes with the same care and safeguards as it treats cash. Administrator shall notify UTA of any theft of unissued Passes within three (3) business days of the theft. Administrator agrees to pay any fares associated with the use of the unissued, stolen Passes if it fails to notify UTA within three (3) business days of the theft.

2.14 DEACTIVATING PASSES. Administrator shall deactivate a Pass within three business days if a person issued a Pass is no longer an Authorized User or if a Pass is lost or stolen.

2.15 CONFISCATION OF PASSES. UTA shall have the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User or if UTA reasonably believes the Pass has been duplicated, altered, or used in an unauthorized way. UTA will immediately deactivate confiscated Passes and notify Administrator. If the Pass is an Administrator-provided card, UTA will return it to Administrator.

2.16 GUARANTEED RIDE HOME. In order to accommodate the Emergency needs of Administrator's Authorized Users, UTA agrees that during the term of this Agreement it will provide a guaranteed ride home for an Authorized User who cannot take a customary scheduled transit trip, or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to an Authorized User from Administrator's Business Location to Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA shall determine the means by which the Authorized User is transported. An Authorized User shall be entitled up to six (6) guaranteed rides home in any calendar year.

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

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

2.19 RECORD KEEPING. Administrator is required to maintain the following records for its employees: the Pass number of each issued Pass, including replacement Passes; the name of the person issued each Pass; and the Pass number of each unissued Pass. UTA maintains the right, upon reasonable notice, to inspect Pass issuance records during regular business hours at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement.

3.0 MISCELLANEOUS

3.1 THIRD PARTY INTERESTS. Except as for the rights provided to Authorized Users, no person not a party to this Agreement shall have any rights or entitlements of any nature under it.

3.2 ENTIRE AGREEMENT. This Agreement and the Exhibits attached hereto contain the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein.

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

3.4 NOTICES. All legal notices to be given hereunder shall be sufficient if given in writing in person or by electronic mail. All notices shall be addressed to the respective party at its address shown below or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement. Either party may change the address at which such party desires to receive written notice by giving written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

Administrator

Utah Transit Authority

Name:	_____	Kensey Kunkel
Address:	_____	669 West 200 South
	_____	Salt Lake City, Utah 84101
Phone:	_____	801-741-8806
Email:	_____	kkunkel@rideuta.com

3.5 INTENT TO BE LEGALLY BOUND. The undersigned parties have duly caused this Agreement to be executed and any individual signatories executing on behalf of the parties are duly authorized by his or her respective party to execute this Agreement.

3.6 NON-DISCRIMINATION. Administrator agrees that it shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

3.7 DEFAULT. In the event that either party fails to perform any of the terms and conditions required to be performed pursuant to this Agreement, and upon fifteen (15) days' notice of such failure to perform, the non-defaulting party under this Agreement may terminate this Agreement. In the event that Administrator fails to pay UTA, nothing herein shall prevent UTA from recovering the amount of the Purchase Price, including court

costs and reasonable attorney's fees after the Agreement has been terminated.

3.8 SUCCESSORS AND ASSIGNS. This Agreement shall not be assigned without the written consent of the other party. This Agreement with all of its terms and provisions shall be binding upon and inure to the benefit of any permitted successors and assigns of the Parties hereto.

3.9 AMENDMENTS. This Agreement may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding upon either party unless in writing signed by a duly authorized representative of each party.

3.10 INDEMNIFICATION. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. The Parties recognize and acknowledge that UTA is a public or governmental agency or entity covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63-30-1 to 63-30-38, Utah Code Annotated 1953, as amended, and the limits of liability therein described. Neither party waives any legal defenses or benefits available to them under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

3.11 GOVERNING LAW. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

3.12 WAIVER. The waiver by either party of any of the covenants as contained in this Agreement shall not be deemed a waiver of such party's rights to enforce the same or any other covenant herein, and the rights and remedies of the parties hereunder shall be in addition to, and not in lieu of, any right or remedy as provided by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

ADMINISTRATOR

By:

Signature Date

Printed Name Title

UTAH TRANSIT AUTHORITY

By:

Signature Date

Carolyn Ganot, Executive Director
Printed Name Title

By:

Signature Date

Robert Biles, VP of Finance
Printed Name Title

Exhibit A

Pass Program Election and Pricing

Section 1: Partner Information

Fill out the following information so UTA can set-up an account.

Partner Name:
Address:
City / State / Zip Code:
Employees at this Address:
Dept./Division/Section/Group: _____

Section 2: Contact Information

Fill out the following information for the point person on this contract.

Contact Name:
Phone Number:
Email Address::
Title:
Department: _____

Section 3: Designated Transit Coordinator

Fill out the following information for the employee(s) that will administer the pass program. UTA will contact them to set-up logins on UTA's Partner Website.

Primary Coordinator:	_____	_____	_____
	Name	Email Address	Phone Number
Other Coordinator:	_____	_____	_____
	Name	Email Address	Phone Number
Other Coordinator:	_____	_____	_____
	Name	Email Address	Phone Number
Other Coordinator:	_____	_____	_____
	Name	Email Address	Phone Number

Section 4: Billing Information

Fill out the following billing information.

Accounts Payable Contact

_____	_____	_____
Name	Email Address	Phone Number
_____	_____	_____
Name	Email Address	Phone Number

Preferred Invoicing

Method	Check One	Email or Mailing Address
Email	<input type="checkbox"/>	
USPS	<input type="checkbox"/>	
Invoicing Instructions:		

Form of Payment

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

Checks should be made payable to Utah Transit Authority and mailed to the following address: Utah Transit Authority, Accounts Receivable, 669 West 200 South Salt Lake City, Utah 84101

ACH/WIRE Instructions are available upon request.

Section 5: Programs and Pricing

Fill out the following information and select a pass program.

_____	_____	\$ _____
Number of Passes	Preferred Start Month	Total Contract Amount

Annual (Preferred) \$392

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must have a minimum of 30 employees and all employees must receive a pass to use

$$\frac{\text{_____}}{\text{Monthly Equivalent}} \times \text{_____ Months in Contract} = \frac{\text{_____}}{\text{Prorated Amount}} \times \text{_____ Number of Passes} = \frac{\text{_____}}{\text{Total Contract Amount}}$$

Annual (Select) \$872

Description: One-time payment from employer to UTA, invoiced upon receipt of signed contract, employer must purchase a minimum of 15 passes

$$\frac{\text{_____}}{\text{Monthly Equivalent}} \times \text{_____ Months in Contract} = \frac{\text{_____}}{\text{Prorated Amount}} \times \text{_____ Number of Passes} = \frac{\text{_____}}{\text{Total Contract Amount}}$$

Monthly \$89

Description: Monthly payment required from employer to UTA, invoiced at the end of each month, employer must purchase a minimum of 15 passes each month

$$\frac{\text{_____}}{\text{Monthly Equivalent}} \times \text{_____ Months in Contract} = \frac{\text{_____}}{\text{Prorated Amount}} \times \text{_____ Number of Passes} = \frac{\text{_____}}{\text{Total Contract Amount}}$$

Daily \$6.40

Description: Monthly payment required from employer to UTA, invoiced at the end of each month and based on actual monthly use, or \$1,000, whichever is greater.

$$\frac{\text{_____}}{\text{Monthly Equivalent}} \times \text{_____ Months in Contract} = \frac{\text{_____}}{\text{Prorated Amount}} \times \text{_____ Number of Passes} = \frac{\text{_____}}{\text{Total Contract Amount}}$$

Exhibit B

Pass Program Guidelines and Rules

TRANSIT COORDINATOR

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

PROCUREMENT OF PASSES

To request cards, send an email to passprograms@rideuta.com and indicate the quantity of cards and the date needed by.

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

ISSUANCE OF PASSES

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

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

RECORD KEEPING

Administrator is required to maintain the following card issuance records:

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

REQUESTS FOR ELECTRONIC TAP DATA

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

COST OF PASSES

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

RETURN OF UNUSED CARDS

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

CUSTOMER SERVICE

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

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

CARD REPLACEMENTS

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

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

TAPPING

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

CARD CARE

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

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MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bob Biles, Chief Financial Officer
PRESENTER(S): Monica Morton, Fares Director

BOARD MEETING DATE: November 20, 2019

SUBJECT:	Draft UTA Fare Policy Discussion
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	Staff has completed a draft UTA fare policy that is ready for review and comment. This new policy will replace existing fare related corporate policies.
DISCUSSION:	Staff will provide a slide presentation and solicit feedback on the pricing structure of the draft UTA fare policy.
ATTACHMENTS:	None



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Nichol Bourdeaux, Chief Communications and Marketing Officer
PRESENTER(S): Jaron Robertson, Acting Director Innovative Mobility Solutions
 Andrea Packer, Communications Director

BOARD MEETING DATE: November 20, 2019

SUBJECT:	South Salt Lake County Microtransit Pilot Launch
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	None: The purpose the presentation is to brief the Board of Trustees regarding the status of South Salt Lake County Microtransit pilot launching on November 20, 2019.
BACKGROUND:	<p>The South Salt Lake County Microtransit Pilot is a 12-month pilot to demonstrate and test innovative transit services and technologies for improved coverage & efficiencies. The pilot includes a 65 square mile geofenced service area in the cities of Bluffdale, Draper, Herriman, Riverton, South Jordan and sections of Sandy. UTA has formed a public private partnership with Via to provide a Transportation as a Service (TaaS) solution for the operations of the pilot. Via will provide mobile phone technology, drivers, vehicles, joint customer service, joint marketing, and administrative services for day-to-day operations of the pilot.</p> <p>Staff will present the following information:</p>
DISCUSSION:	<ul style="list-style-type: none"> • Pilot Overview: Including goals and objectives, service area, existing UTA services and budget • Via Overview: Including existing services, mobile phone technologies, operations, vehicles, customer service and marketing • Service Parameters: Operating days, hours, customer experience, fares, paratransit services and customer service • Marketing and communications plan • Pilot evaluation plan
ALTERNATIVES:	N/A
FISCAL IMPACT:	N/A
ATTACHMENTS	None