

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

Wednesday, December 18, 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:
a. Approval of November 19, 2019 Budget Hearing Minutes
b. Approval of December 11, 2019 Board Meeting Minutes | Chair Carlton Christensen |
| 6. Agency Report
a. Update on South Salt Lake County Microtransit Pilot | Carolyn Gonot |
| 7. Financial Report – November 2019 | Bob Biles |
| 8. Resolutions
a. R2019-12-02 Resolution Approving and Authorizing the Execution of the Authority’s Amended Transit Agency Safety Plan (TASP)
b. R2019-12-03 Resolution Approving an Interlocal Agreement with Sandy City for Provision of Additional Funds to Supplement the Existing TIGER Stakeholder Agreement
c. R2019-12-04 Resolution Approving a Sixth Amendment of the Authority’s 2019 Budget
d. R2019-12-05 Resolution Ratifying the Adoption of the Authority’s 2020 Final Budget | Sheldon Shaw and
Jim Golden, UDOT

Mary DeLoretto

Bob Biles

Bob Biles |

9. Contracts, Disbursements and Grants

- a. Change Order: Independent Monitoring Services Phase 2 Contract Modification (Coblentz Patch Duffy & Bass LLP) David Wilkins
- b. Change Order: ADA Paratransit Services Contract Extension (Tooele County Health and Aging Services) Eddy Cumins
- c. Change Order: On-Call Maintenance Contract Extension (Stacy and Witbeck) Eddy Cumins and Dave Hancock
- d. Contract: Track Driver Extra (TDX) System Maintenance (Modern Communication Systems) Eddy Cumins, Dave Hancock, and Troy Nelson
- e. Contract: Provo Intermodal Center Construction of Canopies and Customer Service and Police Buildings (Paulsen Construction) Mary DeLoretto and Janelle Robertson
- f. Contract: Ogden-Weber State University Bus Rapid Transit Construction Manager/General Contractor Pre-Construction Services (Stacy and Witbeck) Mary DeLoretto and Janelle Robertson
- g. Grant Opportunity: Provo to Payson High-Capacity Transit Analysis Mary DeLoretto
- h. Grant Opportunity: Transit Transportation Investment Fund (TTIF) UTA Project Proposals Mary DeLoretto

10. Service and Fare Approvals

- a. Fare Contract: Intermountain Health Care ECO Trip Rewards Contract Monica Morton
- b. Complimentary Service: North Ogden Holiday Festival Monica Morton

11. Discussion Items

- a. Rocky Mountain Power Partnership Mary DeLoretto and Hal Johnson

12. Other Business

- a. Next meeting: January 15, 2020 at 9:00 a.m.

Chair Carlton Christensen

13. Closed Session

- a. Strategy Session to Discuss Pending or Reasonably Imminent Litigation
- b. Strategy Session to Discuss Collective Bargaining

Chair Carlton Christensen

14. 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 callredge@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

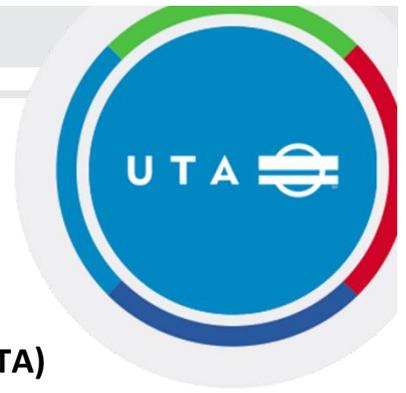


MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
FROM: Jana Ostler, Board Manager

BOARD MEETING DATE: December 18, 2019

SUBJECT:	Approval of November 19, 2019 Budget Hearing Minutes
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Approve the minutes of the November 19, 2019 Budget Hearing meeting.
BACKGROUND:	The UTA Board of Trustees held a public hearing to allow public comment on the proposed 2020 budget on Tuesday, November 19, 2019 at 6:00 p.m. at UTA Headquarters. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. Public comments received outside the public hearing meeting are appended to the minutes. A full audio recording of the meeting is available on the Utah Public Notice Website .
ATTACHMENTS:	1) 2019-1219 Minutes_Public Hearing_unapproved



**Minutes of the Public Hearing
of the
Board of Trustees of the Utah Transit Authority (UTA)
RE: UTA 2020 Tentative Budget
held at UTA FrontLines Headquarters located at
669 West 200 South, Salt Lake City, Utah
November 19, 2019**

Board Members Present:

Carlton Christensen, Chair
Beth Holbrook
Kent Millington

Also attending were members of UTA staff and interested citizens.

Call to Order & Opening Remarks. Chair Christensen welcomed attendees and called the meeting to order at 6:00 p.m.

Public Hearing. Chair Christensen opened the public hearing. No public comment was given. A motion to close the public hearing was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously and the public hearing closed at 6:02 p.m.

Adjournment. The meeting was adjourned at 6:02 p.m. by motion.

Note. The public comment period for the proposed 2020 budget ran through November 30, 2019. Although no comment was given at the public hearing, several comments were submitted via email and have been appended to these minutes.

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/569517.html> for entire content.

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

UNAPPROVED

2020 Draft Budget - Public Comments Received

Feedback Date	First Name	Last Name	Board Comment Type	Customer Comment
11/7/2019	Trent	Florence	2020 Budget Comment Submission	<p>I wanted to let you know I have red thru and reviewed the upcoming year's budget and I most sincerely agree with all of the numbers and new items and proposals which are being brought forward in proposing for new bus purchases and with also making sure the most highest priority mainstream improvement projects are properly planned for and completed within the properly aloted time for completion dates. I really think the improvement projects are really important in and with helping to further strethen mass transit better and more service efficiency within the uta services coreadors and also helps to garentee a much more safer riding environment. I also very strongly believe all of uta needs to work more on figuring out how to cut down on the fixed route service operation gaps for servicing areas and times when passengers could and should normally be able to get and obtain a valued bus ride but do to other operation constraints and cutbacks due to budgeting and ridership and other safety concerns those same garenteed trips can actually no longer be offered as operatorable and as public service mass transit times and stops within the fixed route and other services operating areas of the system anymore. I really think all of uta services coridor operating services needs to work more on the 2019 to 2050 utah transportation plan and also work on more fixed and paratransit services which can operate on a more garenteeable service and operating time schedule of more like seven days a week eighteen hours of service delivery between six A.M. and midnight or something of that nature something to that affect. I also very strongly believe uta also needs to work more on how it can operate micro transiting services into its already congruent operating services it already has as well as how to further more properly collect bus and buspass and mobile online fares for such micro transit services being blended and built into the mass uta operating full service grid uta already has in its operating core. At the sametime I think also regarding paratransit uta needs to continue to work on the feasibility of how the ride to go app will work and its true functionality being able to help paratransit riders with their monthly and weekly purchases of paratransit buspasses. I also very strongly believe regarding the price structure between paratransit and fixed route the base one way fare price structure between both the services of fixed route flex routing and traditional uta paratransit should all actually be set and based at the same price as all fixed route services and all three bus services should be setup to be able to have their riders and passengers be able to purchase one all month long one card discounted buspass instead of having to purchase multiple punchcards for covering the same whole entire month on paratransit services to be extremely restricted to only being able to afford to use only two trips per day due to the limit of punches for say which would be allowed all month on four punchcards. I also very strongly think all of the paratransit sub contractor companies which operate all the different counties could actually very much more effectively be covered by one uta Paratransit traditional paratransit contractor from Salt Lake County's traditional Paratransit System possibly.</p>
11/12/2019	Brandon	Potter	2020 Budget Comment Submission	<p>I don't know if this is where I should give a comment about routes That need improvement or not ,but I am wondering if the 240 bus or 35 to magna bus could be improved alittle at night since the 240 bus gets to Harmon's at 7:22 pm and The 35 will leave 4000 w at 7:25 pm and the the 240 arrives at 7:52 and 35 leaves at 7:55 pm the 240 8:52 pm , 9:52 pm and 10:52 pm , the 35 leaves 4000 w at 8:53 , 9:53, and 10:53 pm so it doesn't give enough time for the 240 passengers to get on the 35 so they have to miss the bus and have. To wait 30 mins . I had to miss the 35 bus a few times .</p>
11/18/2019	Philip	Sauvageau	2020 Budget Comment Submission	<p>Overall the proposed budget captures the needs of the system. I appreciate the inclusion property acquisition between Ogden to Brigham City. It would be good to find a way in the budget for purchasing of land that becomes available adjacent to FrontRunner with willing sellers. If a seller puts property on the market it would be helpful to acquire it before something else gets built on it. The process to add more double track on FrontRunner is a multi year endeavor so the little bits now will help. Also, examine any pre work for train electrification through the north Vinyard double track.</p>
11/18/2019	George	Chapman	2020 Budget Comment Submission	<p>I am against using the new increased taxes for anything other than service increases. Salary of drivers needs to be increased and is not in the budget. A 50% turnover of first year drivers is poor management!</p> <p>UTA should not be cancelling many of their bus buys but should increase buses if they really want to increase service.</p> <p>The Depot Garage project (going over \$100 million) should be scaled back and the outlying garages proposed for later should be rushed forward to decrease the large number of empty deadhead buses.</p> <p>UTA should be spending a lot of money on increasing parking lots which are limiting ridership increases (see Booz Allen Hamilton reports/studies). Vineyard needs a big parking lot before double tracking.</p> <p>UTA should be negotiating with SLCO to decrease fares or implement a \$25 a month pass to increase local bus ridership. Proposals to lower fare to zero will increase the use of UTA by so called undesirables and studies show that that decreases ridership increases.</p>

Feedback Date	First Name	Last Name	Board Comment Type	Customer Comment
11/18/2019	Amy	Huber	2020 Budget Comment Submission	<p>UTA's data shows that frequency needs to be increased on the most used routes like Redwood Road and State Street now. The 1-3% increase in ridership on weekdays with the new service is almost nothing! UTA should be providing direction to SLC on how to appropriately spend their transit dollars instead of wasting them. (UTA should analyze the \$4 million that Salt Lake City is spending on new route 2, 9, 21 service increases as the cost per rider to give a better view of the use of the money. So if the \$4 million added 100 new riders (weekend and weekday) a day, then the cost per rider would be about \$100!)</p> <p>Efforts to buy electric buses should be cut back until their reliability is better.</p> <p>UTA should return to the simple bus stop signs with the time the bus will be scheduled to be at the stop. UTA used to do it. Telling riders to work to find out the time is not service oriented.</p> <p>UTA should not be spending money on bus stop amenity improvements until UTA stops telling drivers to stay 1-4 feet from the curb.</p> <p>Despite ad revenue, putting window wraps on the buses, decreases ridership. The second biggest reason people like buses (after a pleasant driver) is clean windows.</p> <p>The budget includes \$1.4 million for a Clearfield Station trail. But the Station needs parking desperately!</p> <p>Other questionable expenditures includes end of line projects on North Temple and at the University of Utah at \$2.5 million each. Think of the service that \$2.5 million could bring! A more robust bus system does not just increase fare revenue on the new services but also systemwide.</p> <p>There is also a budget line item for a 33/35th South optimization but those funds should be used to expand regular bus service. The 35Max BRT has not increased ridership much over 3200 daily passengers since it started. In my opinion, UTA does not know how to do BRTs. The free BRT in Provo is not comparable. To be considered successful,</p> <p>All I want to convey is the increase use of commuter rail over this past year. I have now been riding frontrunner from Layton to Murray for 1 year. I have noticed an increase in use during these busy times and often have full train cars. I am hopeful the budget includes additional funds towards either adding a train car to each train during these high use times, or additional trains. Cosmetically and mechanically the trains could use some TLC as well.</p> <p>One last thing to consider is to expand the weekend coverage of frontrunner for the increasing nightlife available past 10 pm.</p>



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
FROM: Jana Ostler, Board Manager

BOARD MEETING DATE: December 18, 2019

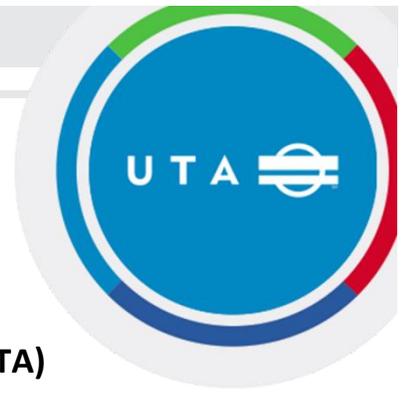
SUBJECT: Approval of December 11, 2019 Board Meeting Minutes

AGENDA ITEM TYPE: Consent

RECOMMENDATION: Approve the minutes of the December 11, 2019 Board of Trustees meeting.

BACKGROUND: A regular meeting of the UTA Board of Trustees was held on Wednesday, December 11, 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) 2019-1211 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
December 11, 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 Director of Safety & Security, for a brief safety message.

Public Comment Period. No public comment was given.

Consent Agenda. The consent agenda was comprised of:

- Approval of December 4, 2019 Board Meeting Minutes
- UTA Policy 6.1.1 Americans with Disabilities Act (ADA) Compliance

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

Agency Report. Carolyn Gonot, UTA Executive Director, was joined by David Wilkins, Assistant Attorney General.

Ms. Gonot spoke about the launch of ski bus service in Salt Lake County and said ski bus service to resorts in the other counties in UTA's service area would begin later in December.

Ms. Gonot also spoke about the replacement of the paint booth at UTA's Meadowbrook facility. Unforeseen site conditions have required change orders that have increased the cost of installing the booth, pushing the cost of installation from the original contract price of \$166,428 to over \$200,000, which is the threshold for contracts requiring board approval. Ms. Gonot said staff does not want to delay the installation and is planning to move forward on the work, but will bring approval of the contract and its associated change orders to the board in January.

Mr. Wilkins introduced Tim Merrill, who will be joining the Office of the Attorney General and will be assigned to UTA. Mr. Merrill will be working closely with the real estate group on matters related to land use and transit-oriented development.

R2019-12-01 Resolution Giving Notice and Setting Regular Meeting Dates for Calendar Year 2020. Chair Christensen indicated the board will continue to meet on a regular basis in 2020.

A motion to approve R2019-12-01 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.

Contract: Bulk Purchases of Diesel Fuel and Unleaded Gasoline (Kellerstrass Oil). Todd Mills, UTA Sr. Supply Chain Manager, was joined by Brian Motes, UTA Procurement & Contracts Specialist. Mr. Mills explained the five-year contract, which is based on a competitive procurement to deliver bulk diesel fuel and unleaded gasoline to all UTA fueling locations. Discussion ensued. Questions on the monitoring of fuel tanks, type of diesel fuel, and contingencies in the contract for spikes in oil prices were posed by the board and answered by staff.

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

Contract: Real Estate Purchase Contract for Right of Way Preservation (1200 W 1100 S, Brigham City). Paul Drake, UTA Sr. Manager of Real Estate & Transit-Oriented Development, was joined by Spencer Burgoyne, UTA Manager of Property Administration. Mr. Drake described the contract for the purchase of a 10-acre property in Brigham City to preserve right of way for future transit expansion. Discussion ensued.

Questions on the prioritization of property purchases and potential for transit-oriented development at the Brigham City site were posed by the board and answered by staff.

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

Contract: Real Estate Purchase Contract for Street Right of Way (1341 Country Hills Drive, Ogden). Mr. Drake summarized the contract for the purchase of property in Ogden needed for the Ogden-Weber State University bus rapid transit system. Discussion ensued. A question on the escrow account for roof repairs was posed by the board and answered by staff.

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

Pre-Procurement: Financial Auditing Firm. Mr. Mills was joined by Troy Bingham, UTA Comptroller. Mr. Mills spoke about the agency's intent to procure a five-year contract for financial services to perform annual financial audits, as well as other required single audits and pension audits. Discussion ensued. Questions on including audit firm ratings in the procurement and best practice for selecting new auditors were posed by the board and answered by staff.

Grant Opportunity: CMAQ/STP/TAP WFRC Concept Report Submittals for Salt Lake City/West Valley Urbanized Area. Mary DeLoretto, UTA Acting Chief Service Development Officer, was joined by Alma Haskell, UTA Grants Development Administrator. Ms. DeLoretto explained that UTA will be applying for or supporting several CMAQ/STP/TAP (Federal Highway Congestion Mitigations-Air Quality / Surface Transportation Program / Transportation Alternatives Program) projects in the Salt Lake City/West Valley urbanized area:

1. CMAQ: On-Route Electric Bus Charging Infrastructure
2. STP: Bus Stop Improvements
3. TAP: Bike Capacity on Transit
4. STP: Salt Lake Central Parking Structure
5. STP: On-Board Technology System

It was noted that UTA is also planning to submit a request for funds with support from the Utah Department of Transportation for bus equipment related to traffic signal priority. (This is a change from the information contained in the meeting packet.)

Discussion ensued. Questions on locations for electric vehicle charging stations and land available for parking at Salt Lake Central Station were posed by the board and answered by staff.

Service and Fare Approvals.

Fare Revenue Contract: Intermountain Healthcare ECO Contract. This item was deferred to a future meeting.

Discussion Items.

Sixth Amendment of the Authority's 2019 Budget. Bob Biles, UTA Chief Financial Officer, was joined by Ms. DeLoretto. Mr. Biles summarized the proposed amendment, which reallocates funds from ten capital projects to eleven capital projects in the authority's budget. He noted the amended items result in a net zero change to the overall budget. Discussion ensued. Questions on the TRAX curve replacement and Union Building items were posed by the board and answered by staff.

Agency 2020 Final Budget. Mr. Biles gave an overview of the agency's 2020 final budget and provided detail on adjustments made to the 2020 final budget as compared to the 2020 tentative budget. Discussion ensued. A question on additional headcount was posed by the board and answered by staff.

2020 Service Plan. Laura Hanson, UTA Director of Planning, was joined by Eric Callison, UTA Manager of Service Planning. Ms. Hanson delivered a presentation on UTA's 2020 Service Plan, including utilization of new funding for service and system improvements slated for implementation in August 2020. Discussion ensued. Questions on half trips, data from the microtransit pilot, recommendations from the microtransit pilot, bus stop improvement criteria, and ratio of route modifications for Salt Lake City to Salt Lake County were posed by the board and answered by staff.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, December 18, 2019 at 9:00 a.m.

Closed Session. Chair Christensen indicated there was a need for a closed session to discuss collective bargaining and pending or reasonably imminent litigation. A motion for a closed session was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously and the board entered closed session at 10:04 a.m.

Open Session. A motion to return to open session was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously and the board returned to open session at 11:00 a.m.

Adjournment. The meeting was adjourned at 11:01 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/575897.html> for entire content.

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



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: December 18, 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">• Update on South Salt Lake County Microtransit Pilot



MEMORANDUM TO THE BOARD

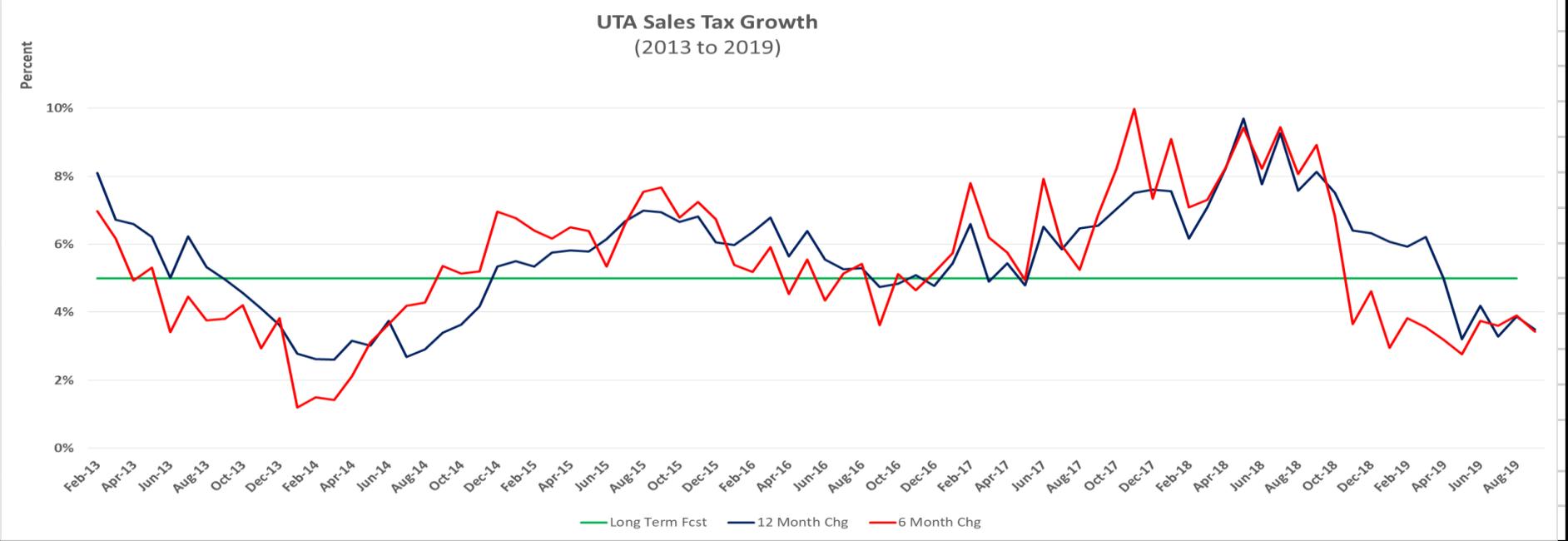
TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Bob Biles, Chief Financial Officer
PRESENTER(S): Bob Biles, Chief Financial Officer

BOARD MEETING DATE: December 18, 2019

SUBJECT:	Financial Report - November 2019
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report. The November 2019 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided, is the monthly Board Dashboard which summarizes key information from the November Monthly Financial Statements.
DISCUSSION:	At the December 18, 2019 meeting, the CFO will review the Board Dashboard key items, sales tax collections, and operating expense variances and receive questions from the Board of Trustees.
ATTACHMENTS:	<ul style="list-style-type: none">• Board Dashboard November 2019• November 2019 Monthly financial Statements

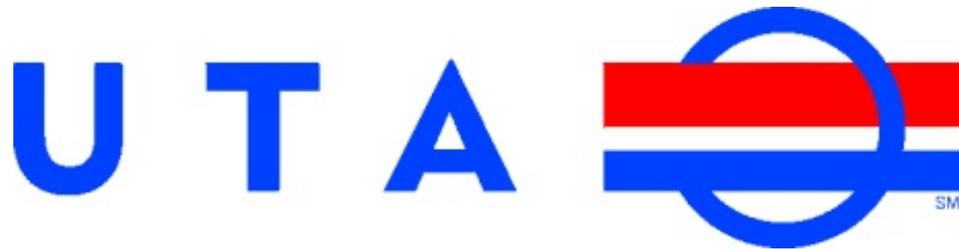
November 2019 Dashboard

Financial Metrics	Fav/ (Unfav)				Fav/ (Unfav)			
	Nov Actual	Nov Budget		%	YTD Actual	YTD Budget		%
Sales Tax (Sep '19 mm \$)	\$ 29.7	\$ 29.9	\$ (0.18)	● -0.6%	\$ 227.8	\$ 226.6	\$ 1.22	● 0.5%
Fare Revenue (mm)	\$ 4.4	\$ 4.4	\$ 0.01	● 0.3%	\$ 48.9	\$ 48.8	\$ 0.05	● 0.1%
Operating Exp (mm)	\$ 23.7	\$ 24.8	\$ 1.07	● 4.3%	\$ 259.1	\$ 269.8	\$ 10.65	● 3.9%
Subsidy Per Rider (SPR)	\$ 5.30	\$ 5.50	\$ 0.20	● 3.6%	\$ 5.16	\$ 5.50	\$ 0.34	● 6.2%
UTA Diesel Price (\$/gal)	\$ 2.63	\$ 2.50	\$ (0.13)	● -5.1%	\$ 2.11	\$ 2.50	\$ 0.39	● 15.4%
Operating Metrics	Nov Actual	Nov-18	F/ (UF)	%	YTD Actual	YTD 2018	F/ (UF)	%
Ridership (mm)	3.64	3.76	(0.1)	● -3.1%	40.75	40.80	(0.1)	● -0.1%
Alternative Fuels	CNG Price (Diesel Gal Equiv)		\$ 1.05					



Utah Transit Authority
Financial Statement
(Unaudited)

November 30, 2019



KEY ITEM REPORT
(UNAUDITED)
As of November 30, 2019

EXHIBIT 1-1

	2019 YTD ACTUAL	2019 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Sales Tax	\$ 280,001,216	\$ 280,125,567	\$ (124,351)	0%
2 Passenger Revenue	48,876,890	48,828,924	47,966	0%
3 Other Revenue	83,059,402	73,357,084	9,702,318	13%
4 Total Revenue	411,937,508	402,311,575	9,625,933	2%
5 Net Operating Expenses	(259,130,956)	(269,781,590)	10,650,634	4%
Net Operating Income (Loss)	152,806,552	132,529,984	20,276,568	15%
6 Debt Service	112,422,639	113,036,532	613,893	1%
7 Other Non-Operating Expenses	4,303,614	5,249,213	945,599	18%
8 Sale of Assets	(1,601,169)	-	1,601,169	
9 Contribution to Capital Reserves	\$ 37,681,468	\$ 14,244,239	\$ 23,437,229	
10 Amortization	(5,764,600)			
11 Depreciation	131,989,224			
12 Total Non-cash Items	\$ 126,224,624			

GOALS

RIDERSHIP

2018 Actual	November 2019	November 2018	Difference	2019 YTD	2018 YTD	Difference
13 44,200,955	3,641,590	3,757,439	-115,849	40,751,116	40,803,011	-51,895

OPERATING SUBSIDY PER RIDER -

	SPR
14 Net Operating Expense	\$ 259,130,956
15 Less: Passenger Revenue	- (48,876,890)
16 Subtotal	210,254,066
17 Divided by: Ridership	÷ 40,751,116
18 Subsidy per Rider	\$ 5.16

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of November 30, 2019

EXHIBIT 1-2

BALANCE SHEET

	11/30/2019	11/30/2018
CURRENT ASSETS		
1 Cash	\$ 13,789,997	\$ 11,333,373
2 Investments (Unrestricted)	65,228,506	90,637,883
3 Investments (Restricted)	204,744,245	189,233,099
4 Receivables	58,100,283	45,882,207
5 Receivables - Federal Grants	62,101,406	17,588,569
6 Inventories	36,912,942	36,364,633
7 Prepaid Expenses	3,319,339	2,707,875
8 TOTAL CURRENT ASSETS	\$ 444,196,718	\$ 393,747,639
9 Property, Plant & Equipment (Net)	3,004,413,623	3,054,605,056
10 Other Assets	159,137,198	142,679,247
11 TOTAL ASSETS	\$ 3,607,747,539	\$ 3,591,031,942
12 Current Liabilities	32,276,400	34,118,231
13 Other Liabilities	266,652,566	311,470,772
14 Net Pension Liability	131,548,114	100,876,554
15 Outstanding Debt	2,273,698,259	2,199,212,870
16 Equity	903,572,200	945,353,515
17 TOTAL LIABILITIES & EQUITY	\$ 3,607,747,539	\$ 3,591,031,942

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
18 Debt Service Reserves	31,675,187	37,712,103
19 2018 Bond Proceeds	29,301,831	58,439,855
20 2019 Bond Proceeds	70,900,000	
21 Debt Service Interest Payable	51,670,428	52,020,038
22 Risk Contingency		7,698,478
23 Box Elder County ROW (sales tax)	7,568,782	7,041,653
24 Mountain Accord		149,720
25 Joint Insurance Trust	6,406,196	4,139,646
26 UT County Bond Proceeds		-
27 Davis County Escrow	1,227,002	
28 SL County Escrow	401,090	3,352,458
29 Amounts held in escrow	5,593,729	18,679,148
30 TOTAL RESTRICTED RESERVES	\$ 204,744,245	\$ 189,233,099
DESIGNATED GENERAL AND CAPITAL RESERVES		
31 General Reserves	\$ -	
32 Service Sustainability Reserves	9,166,000	\$ 13,916,046
33 Fuel Reserve		1,915,000
34 Parts Reserve		3,000,000
35 Operating Reserve		25,976,619
36 Capital Reserve	10,700,000	
37 Debt Reduction Reserve	59,152,503	47,384,438
38 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	\$ 79,018,503	\$ 92,192,103
39 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 283,762,748	\$ 281,425,202

SUMMARY FINANCIAL DATA
(UNAUDITED)

EXHIBIT 1-3

As of November 30, 2019

REVENUE & EXPENSES

	ACTUAL Nov-19	ACTUAL Nov-18	YTD 2019	YTD 2018
REVENUE				
1 Passenger Revenue	\$ 4,394,723	\$ 4,550,506	\$ 48,876,890	\$ 47,674,918
2 Advertising Revenue	208,334	204,166	2,254,167	2,208,333
3 Investment Revenue	427,813	650,863	5,990,674	5,868,462
4 Sales Tax	25,773,435	21,012,357	280,001,216	253,399,314
5 Other Revenue	725,328	75,880	12,328,296	6,919,518
6 Fed Operations/Preventative Maint.	9,245,254	5,057,754	62,486,265	56,052,951
7 TOTAL REVENUE	\$ 40,774,887	\$ 31,551,526	\$ 411,937,508	\$ 372,123,496
OPERATING EXPENSE				
8 Bus Service	\$ 8,652,217	\$ 8,227,985	\$ 94,495,331	\$ 88,102,536
9 Commuter Rail	2,055,960	2,147,606	22,153,355	22,468,181
10 Light Rail	3,065,714	3,708,861	33,575,575	33,176,507
11 Maintenance of Way	1,220,059	1,804,536	16,408,511	15,222,554
12 Paratransit Service	1,979,670	2,209,325	20,610,449	19,722,049
13 RideShare/Van Pool Services	287,976	196,541	2,932,391	2,819,865
14 Operations Support	3,570,898	4,146,126	42,793,266	41,221,140
15 Administration	2,866,669	3,006,065	26,162,078	26,965,242
16 TOTAL OPERATING EXPENSE	\$ 23,699,163	\$ 25,447,045	\$ 259,130,956	\$ 249,698,073
17 NET OPERATING INCOME (LOSS)	\$ 17,075,724	\$ 6,104,481	\$ 152,806,552	\$ 122,425,423
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 416,653	\$ 608,800	\$ 4,303,614	\$ 4,396,190
19 Bond Principal	166,667	182,778	16,441,576	19,412,222
20 Bond Interest	7,833,209	9,475,718	87,150,557	88,338,849
21 Bond Interest UTCT	163,966		1,147,762	
22 Bond Cost of Issuance/Fees	1,257,664	16,900	1,335,989	1,076,022
23 Lease Cost	756,059	514,896	7,494,517	5,930,277
24 Sale of Assets	(1,221,629)	(120,999)	(1,601,169)	(2,654,328)
25 TOTAL NON-OPERATING EXPENSE	\$ 9,372,589	\$ 10,678,093	\$ 116,272,846	\$ 116,499,232
26 CONTRIBUTION TO CAPITAL RESERVES	\$ 7,703,135	\$ (4,573,612)	\$ 36,533,706	\$ 5,926,191
OTHER EXPENSES (NON-CASH)				
27 Bond Debt Service - Series 2007A CAB		\$ -		\$ 69,069
28 Bond Premium/Discount Amortization	(1,080,402)	(1,133,646)	(13,939,272)	(11,853,754)
29 Bond Refunding Cost Amortization	609,798	683,650	7,431,334	7,520,141
30 Future Revenue Cost Amortization	67,576	67,577	743,338	743,338
31 Depreciation	11,721,632	11,627,451	131,989,224	94,501,084
32 NET OTHER EXPENSES (NON-CASH)	\$ 11,318,604	\$ 11,245,032	\$ 126,224,624	\$ 90,979,878

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Nov-19	Nov-19	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 4,394,723	\$ 4,383,073	\$ 11,650	0%
2 Advertising Revenue	208,334	207,000	1,334	1%
3 Investment Revenue	427,813	715,167	(287,354)	-40%
4 Sales Tax	25,773,435	26,331,594	(558,159)	-2%
5 Other Revenue	725,328	157,083	568,245	362%
6 Fed Operations/Preventative Maint.	9,245,254	5,515,667	3,729,587	68%
7 TOTAL REVENUE	\$ 40,774,887	\$ 37,309,583	\$ 3,465,304	9%
OPERATING EXPENSE				
8 Bus Service	\$ 8,652,217	\$ 8,869,868	\$ 217,651	2%
9 Commuter Rail	2,055,960	2,013,378	(42,582)	-2%
10 Light Rail	3,065,714	3,074,241	8,527	0%
11 Maintenance of Way	1,220,059	1,544,561	324,502	21%
12 Paratransit Service	1,979,670	2,003,517	23,847	1%
13 RideShare/Van Pool Services	287,976	268,420	(19,556)	-7%
14 Operations Support	3,570,898	4,097,535	526,637	13%
15 Administration	2,866,669	2,893,014	26,345	1%
16 TOTAL OPERATING EXPENSE	\$ 23,699,163	\$ 24,764,534	\$ 1,065,371	4%
17 NET OPERATING INCOME (LOSS)	\$ 17,075,724	\$ 12,545,049	\$ 4,530,675	36%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 416,653	\$ 498,275	\$ 81,622	16%
19 Bond Principal	166,667	166,667	-	0%
20 Bond Interest	7,833,209	7,736,780	(96,429)	-1%
21 Bond Interest UTCT				
22 Bond Cost of Issuance/Fees	1,257,664	8,000	(1,249,664)	-15621%
23 Lease Cost	756,059	866,887	110,828	13%
24 Sale of Assets	(1,221,629)	-	1,221,629	
25 TOTAL NON-OPERATING EXPENSE	\$ 9,208,623	\$ 9,276,609	\$ 67,986	1%
26 CONTRIBUTION TO CAPITAL RESERVES	\$ 7,867,101	\$ 3,268,440	\$ 4,598,661	-141%
OTHER EXPENSES (NON-CASH)				
27 Bond Debt Service - Series 2007A CAB	\$ -			
28 Bond Premium/Discount Amortization	(1,080,402)			
29 Bond Refunding Cost Amortization	609,798			
30 Future Revenue Cost Amortization	67,576			
31 Depreciation	11,721,632			
32 NET OTHER EXPENSES (NON-CASH)	\$ 11,318,604			

BUDGET TO ACTUAL REPORT
(UNAUDITED)

EXHIBIT 1-5

As of November 30, 2019

YEAR TO DATE

	ACTUAL Nov-19	BUDGET Nov-19	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
REVENUE				
1 Passenger Revenue	\$ 48,876,890	\$ 48,828,924	\$ 47,966	0%
2 Advertising Revenue	2,254,167	2,260,000	(5,833)	0%
3 Investment Revenue	5,990,674	7,866,833	(1,876,159)	-24%
4 Sales Tax	280,001,216	280,125,567	(124,351)	0%
5 Other Revenue	12,328,296	2,557,917	9,770,379	382%
6 Fed Operations/Preventative Maint.	62,486,265	60,672,333	1,813,932	3%
7 TOTAL REVENUE	\$ 411,937,508	\$ 402,311,575	\$ 9,625,933	2%
OPERATING EXPENSE				
8 Bus Service	\$ 94,495,331	\$ 96,048,015	\$ 1,552,684	2%
9 Commuter Rail	22,153,355	22,547,063	393,708	2%
10 Light Rail	33,575,575	33,267,954	(307,621)	-1%
11 Maintenance of Way	16,408,511	16,736,083	327,572	2%
12 Paratransit Service	20,610,449	21,442,305	831,856	4%
13 RideShare/Van Pool Services	2,932,391	2,952,628	20,237	1%
14 Operations Support	42,793,266	44,639,965	1,846,699	4%
15 Administration	26,162,078	32,147,577	5,985,499	19%
16 TOTAL OPERATING EXPENSE	\$ 259,130,956	\$ 269,781,590	\$ 10,650,634	4%
17 NET OPERATING INCOME (LOSS)	\$ 152,806,552	\$ 132,529,984	\$ 20,276,568	15%
NON-OPERATING EXPENSE (REVENUE)				
18 Planning & Development	\$ 4,303,614	\$ 5,249,213	\$ 945,599	18%
19 Bond Principal	16,441,576	18,743,333	2,301,757	12%
20 Bond Interest	87,150,557	86,431,358	(719,199)	-1%
21 Bond Interest UTCT				
22 Bond Cost of Issuance/Fees	1,335,989	54,300	(1,281,689)	-2360%
23 Lease Cost	7,494,517	7,807,541	313,024	4%
24 Sale of Assets	(1,601,169)	-	1,601,169	
25 TOTAL NON-OPERATING EXPENSE	\$ 115,125,084	\$ 119,110,745	\$ 3,985,661	3%
26 CONTRIBUTION TO CAPITAL RESERVES	\$ 37,681,468	\$ 13,419,239	\$ 24,262,229	-181%
OTHER EXPENSES (NON-CASH)				
27 Bond Debt Service - Series 2007A CAB	\$ -			
28 Bond Premium/Discount Amortization	(13,939,272)			
29 Bond Refunding Cost Amortization	7,431,334			
30 Future Revenue Cost Amortization	743,338			
31 Depreciation	131,989,224			
32 NET OTHER EXPENSES (NON-CASH)	\$ 126,224,624			

CAPITAL PROJECTS
(UNAUDITED)
As of November 30, 2019

EXHIBIT 1-6

	2019 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 2,377,149	\$ 5,872,734	40.5%
2 INFORMATION TECHNOLOGY	1,589,992	8,783,718	18.1%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	1,425,441	2,863,935	49.8%
4 CAPITAL PROJECTS	25,219,541	93,017,360	27.1%
5 PROVO OREM BRT	5,086,433	10,591,896	48.0%
6 AIRPORT STATION RELOCATION	350,540	2,650,000	13.2%
7 STATE OF GOOD REPAIR	22,768,654	33,373,856	68.2%
8 TIGER	2,509,746	14,106,723	17.8%
9 TOTAL	<u>\$ 61,327,495</u>	<u>\$ 171,260,222</u>	35.8%
REVENUES			
10 GRANT	\$ 13,860,101	\$ 62,482,278	22.2%
11 STATE CONTRIBUTION	2,552,788	5,065,699	50.4%
12 LEASES (PAID TO DATE)	6,823,984	11,103,282	61.5%
13 BONDS	16,786,508	25,077,792	66.9%
14 LOCAL PARTNERS	2,595,294	17,013,733	15.3%
15 UTA FUNDING	18,708,819	50,517,438	37.0%
16 TOTAL	<u>\$ 61,327,495</u>	<u>\$ 171,260,222</u>	35.8%

As of November 30, 2019

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Nov-19	Nov-18	2019	2018
UTA				
Fully Allocated Costs	23,699,165	25,447,045	259,130,959	249,698,074
Passenger Farebox Revenue	4,394,723	4,550,366	48,876,890	47,675,146
Passengers	3,641,590	3,757,439	40,751,116	40,803,011
Farebox Recovery Ratio	18.5%	17.9%	18.9%	19.1%
Actual Subsidy per Rider	\$5.30	\$5.56	\$5.16	\$4.95
BUS SERVICE				
Fully Allocated Costs	11,465,388	11,368,473	124,609,129	117,617,826
Passenger Farebox Revenue	1,603,022	1,757,939	19,888,322	18,530,892
Passengers	1,658,995	1,667,781	18,760,865	17,759,678
Farebox Recovery Ratio	14.0%	15.5%	16.0%	15.8%
Actual Subsidy per Rider	\$5.94	\$5.76	\$5.58	\$5.58
LIGHT RAIL SERVICE				
Fully Allocated Costs	6,279,976	7,621,934	70,478,096	69,115,821
Passenger Farebox Revenue	1,628,907	1,569,913	16,320,008	16,744,346
Passengers	1,409,177	1,480,539	15,477,791	16,494,784
Farebox Recovery Ratio	25.9%	20.6%	23.2%	24.2%
Actual Subsidy per Rider	\$3.30	\$4.09	\$3.50	\$3.18
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,311,762	3,636,373	36,488,655	36,647,917
Passenger Farebox Revenue	489,910	446,892	5,320,325	5,384,971
Passengers	427,984	442,132	4,783,581	4,676,114
Farebox Recovery Ratio	14.8%	12.3%	14.6%	14.7%
Actual Subsidy per Rider	\$6.59	\$7.21	\$6.52	\$6.69
PARATRANSIT				
Fully Allocated Costs	2,149,865	2,397,001	22,457,973	21,600,544
Passenger Farebox Revenue	342,248	436,511	3,760,752	3,413,249
Passengers	58,953	68,721	735,728	776,258
Farebox Recovery Ratio	15.9%	18.2%	16.7%	15.8%
Actual Subsidy per Rider	\$30.66	\$28.53	\$25.41	\$23.43
RIDESHARE				
Fully Allocated Costs	492,173	423,265	5,097,105	4,715,966
Passenger Farebox Revenue	330,635	339,112	3,587,484	3,601,689
Passengers	86,481	98,266	993,152	1,096,177
Farebox Recovery Ratio	67.2%	80.1%	70.4%	76.4%
Actual Subsidy per Rider	\$1.87	\$0.86	\$1.52	\$1.02

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Nov-19	Nov-18	2019	2018
FULLY ALLOCATED COSTS				
Bus Service	\$11,465,388	\$11,368,473	\$124,609,129	\$117,617,826
Light Rail Service	\$6,279,976	\$7,621,934	\$70,478,096	\$69,115,821
Commuter Rail Service	\$3,311,762	\$3,636,373	\$36,488,655	\$36,647,917
Paratransit	\$2,149,865	\$2,397,001	\$22,457,973	\$21,600,544
Rideshare	\$492,173	\$423,265	\$5,097,105	\$4,715,966
UTA	\$23,699,165	\$25,447,045	\$259,130,959	\$249,698,074
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,603,022	\$1,757,939	\$19,888,322	\$18,530,892
Light Rail Service	\$1,628,907	\$1,569,913	\$16,320,008	\$16,744,346
Commuter Rail Service	\$489,910	\$446,892	\$5,320,325	\$5,384,971
Paratransit	\$342,248	\$436,511	\$3,760,752	\$3,413,249
Rideshare	\$330,635	\$339,112	\$3,587,484	\$3,601,689
UTA	\$4,394,723	\$4,550,366	\$48,876,890	\$47,675,146
PASSENGERS				
Bus Service	1,658,995	1,667,781	18,760,865	17,759,678
Light Rail Service	1,409,177	1,480,539	15,477,791	16,494,784
Commuter Rail Service	427,984	442,132	4,783,581	4,676,114
Paratransit	58,953	68,721	735,728	776,258
Rideshare	86,481	98,266	993,152	1,096,177
UTA	3,641,590	3,757,439	40,751,116	40,803,011
FAREBOX RECOVERY RATIO				
Bus Service	14.0%	15.5%	16.0%	15.8%
Light Rail Service	25.9%	20.6%	23.2%	24.2%
Commuter Rail Service	14.8%	12.3%	14.6%	14.7%
Paratransit	15.9%	18.2%	16.7%	15.8%
Rideshare	67.2%	80.1%	70.4%	76.4%
UTA	18.5%	17.9%	18.9%	19.1%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$5.94	\$5.76	\$5.58	\$5.58
Light Rail Service	\$3.30	\$4.09	\$3.50	\$3.18
Commuter Rail Service	\$6.59	\$7.21	\$6.52	\$6.69
Paratransit	\$30.66	\$28.53	\$25.41	\$23.43
Rideshare	\$1.87	\$0.86	\$1.52	\$1.02
UTA	\$5.30	\$5.56	\$5.16	\$4.95

SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)

EXHIBIT 1-9

As of November 30, 2019

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Government ¹	\$ 62,101,406	\$ 62,101,406	\$ -	\$ -	\$ -	\$ -
2 Local Contributions ²	52,953,973	52,953,973	-	-	-	-
3 Warranty Recovery	1,568,360	1,568,360	-	-	-	-
4 Product Sales and Development	1,716,157	528,114	179,043	4,522	1,601	1,002,877
5 Pass Sales	525,896	297,557	86,207	186,220	(9,279)	(34,809)
6 Property Management	194,763	120,572	14,956	11,541	2,014	45,680
7 Vanpool/Rideshare	104,876	43,845	9,792	675	4,940	45,624
8 Capital Development Agreements	671,658	90,658	-	-	-	581,000
9 Mobility Management	2,350	-	-	-	-	2,350
10 Paratransit	11,250	11,250	-	-	-	-
11 Other ³	351,000	351,000	-	-	-	-
12 Total	\$120,201,689	\$118,066,735	\$ 289,998	\$ 202,958	\$ (724)	\$ 1,642,722

Percentage Due by Aging

13 Federal Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
14 Local Contributions ²	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
16 Product Sales and Development	30.8%	10.4%	0.3%	0.1%	58.4%	-6.6%
17 Pass Sales	56.6%	16.4%	35.4%	-1.8%	23.5%	43.5%
18 Property Management	61.9%	7.7%	5.9%	1.0%	86.5%	100.0%
19 Vanpool/Rideshare	41.8%	9.3%	0.6%	4.7%	0.0%	0.0%
20 Capital Development Agreements	13.5%	0.0%	0.0%	0.0%	0.0%	0.0%
21 Mobility Management	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%
22 Paratransit	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
23 Other	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
24 Total	98.2%	0.2%	0.2%	0.0%	1.4%	

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

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

³ Build American Bond Tax Credits, fuel tax credit

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
 FROM NOVEMBER 1, 2019 THROUGH NOVEMBER 30, 2019
 (UNAUDITED)

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
11/6/2019 Item 8a		SIEMENS MOBILITY, INC.	882387	10/17/2019	\$ 291,903.50
15-1383TB DIESEL AND UNLEADED FUEL	10/1/2015	KELLERSTRASS OIL	882567	11/7/2019	537,357.80
14-17TH POSITIVE TRAIN CONTROL	10/6/2014	ROCKY MOUNTAIN SYSTEMS SERVICE	882568	11/7/2019	1,039,452.32
R2018-05-09		ROCKY MOUNTAIN POWER	349637	11/14/2019	365,822.22
UT13-064GL PROJECT MGMT SERVICES	3/3/2014	WSP USA	882630	11/14/2019	215,065.70
15-1383TB DIESEL AND UNLEADED FUEL	10/1/2015	KELLERSTRASS OIL	882631	11/14/2019	296,428.57
11/20/2019 Item 7b		HARMON'S INC	349645	11/18/2019	315,375.00
17-2584TB RAIL CAR CLEANING	2/16/2018	IMAGE PROPERTY SERVICE LLC	882635	11/18/2019	219,673.05
15-1383TB DIESEL AND UNLEADED FUEL	10/1/2015	KELLERSTRASS OIL	882631	11/21/2019	398,529.88
18-2861PP 15-PASSENGER RIDESHARE VANS	11/15/2018	LARRY H. MILLER CHEVROLET	882687	11/21/2019	537,402.45
15-1251TP PROVO-OREM BRT	7/15/2015	KIEWIT/CLYDE	349867	11/26/2019	1,695,000.00



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Carolyn Gonot, Executive Director
PRESENTER(S): Sheldon Shaw, Director of Safety and Security
Jim Golden, UDOT

BOARD MEETING DATE: December 18, 2019

SUBJECT: R2019-12-02 Resolution Approving and Authorizing the Execution of the Authority's Amended Transit Agency Safety Plan (TASP)

AGENDA ITEM TYPE: Resolution

- RECOMMENDATION:**
- Approve the 2020 Transit Agency Safety Plan (TASP)
 - Authorize the Authority's Executive Director as the Accountable Executive to execute and deliver the TASP on behalf of the Authority.

BACKGROUND:

The Federal Transit Administration (FTA) under rule 49 CFR Part 673 requires Rail Transit Agencies (RTA's) to have a compliant TASP by July 20th, 2020. At UTA the TASP covers all modes and business units.

General requirements for the TASP include:

1. An approval by the agency's Accountable Executive and Board of Directors (or an equivalent authority);
2. The designation of a Chief Safety Officer;
3. The documented processes of the agency's SMS, including the agency's Safety Management Policy and processes for Safety Risk Management, Safety Assurance, and Safety Promotion;
4. An employee reporting program;
5. Performance targets based on the safety performance measures established in FTA's National Public Transportation Safety Plan (NSP);
6. Criteria to address all applicable requirements and standards set forth in FTA's Public Transportation Safety Program and the NSP; and
7. A process and timeline for conducting an annual review and update of the safety plan.

DISCUSSION:

Utah Department of Transportation (UDOT) has reviewed UTA's draft 2020 TASP and has given us conditional approval of both the plan and its compliance with rule 673.

UDOT's final approval will be granted after UTA's Board of Trustees approves the TASP and a final copy is submitted.

ALTERNATIVES:	N/A
FISCAL IMPACT:	Compliance with the rule is required of recipients of financial assistance under 5307.
ATTACHMENTS:	<ol style="list-style-type: none">1) Proposed Resolution R2019-12-022) 2020 UTA Transit Agency Safety Plan (TASP)3) UDOT conditional approval letter

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING AND AUTHORIZING THE EXECUTION OF THE
AUTHORITY’S AMENDED TRANSIT AGENCY SAFETY PLAN**

R2019-12-02

December 18, 2019

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

WHEREAS, the Authority operates a light rail system known as TRAX (the “TRAX System”); and

WHEREAS, the TRAX System is a rail fixed guideway public transit system, the safety of which is regulated by the Utah Department of Transportation under the Federal Transit Administration’s state safety oversight laws and regulations (collectively the “SSO Rules”); and

WHEREAS, pursuant to the SSO Rules, the Authority is required to develop a comprehensive public transit agency safety plan (the “TASP”) to: (i) identify and evaluate safety risks related to the TRAX System; (ii) implement strategies mitigating such risks; (iii) establish a process for annual reviews of the safety plan; (iv) set safety performance targets; (v) assign safety responsibilities; and (v) establish a staff safety training program; and

WHEREAS, the SSO Rules require that the TASP, and any updates to the TASP, be approved by the Board of Trustees for the Authority (the “Board”) and executed by a single executive who has ultimate responsibility for implementing the TASP (the “Accountable Executive”); and

WHEREAS, the Authority has prepared a revised TASP in the form attached as Exhibit A, which revised TASP has been presented to the Board for review and approval.

NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves the TASP attached as Exhibit A.
2. That the Board hereby designates the Authority’s Executive Director as the Accountable Executive who shall execute and deliver the TASP on behalf of the Authority.
3. That the Board hereby authorizes the Authority’s Executive Director to execute and deliver the TASP on behalf of the Authority.

4. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the TASP.
5. That the corporate seal be attached hereto.

Approved and adopted this 18^h day of December, 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A
(Transit Agency Safety Plan)

UTAH TRANSIT AUTHORITY Transit Agency Safety Plan (TASP)



UTA 
January 2020

Revision Table

Revision Date	Description of Revisions	Person Issuing Changes
November 1999	Original SSPP issue which includes the System Security Plan	Steve Cain UTA Risk Manager
January 2001	Annual Update	Ed Buchanan Rail Safety Administrator
January 2002	Annual Update (TRAX Only Removal of Bus info.)	Ed Buchanan Rail Safety Administrator
January 2003	Annual Update (Removal of System Security Plan)	Ed Buchanan Rail Safety Administrator
January 2004	Annual Update	Ed Buchanan Rail Safety Administrator
January 2005	Annual Update	Ed Buchanan Rail Safety Administrator
April 2006	Final Rule 659 changes – New standards from UDOT	Ed Buchanan Rail Safety Administrator
April 2007	Implemented the SSPP requirements for commuter railroads using <i>The Manual for the Development of SSPP for Commuter Railroads 5/15/06</i>	Ed Buchanan Rail Safety Administrator
January 2009	Annual Update	Ronald W. Nickle Rail Safety Administrator
December 2009	Annual Update	Ronald W. Nickle Rail Safety Administrator
April 29, 2010	Annual Update	Ronald W. Nickle Rail Safety Administrator
February 2011	Annual Update	Ronald W. Nickle Rail Safety Administrator
October 2012	Annual Update, (OHSAS 18001)	Ed Buchanan Safety Department
January 2013	Annual Update	Darin L. Francom Safety Department
January 2014	Annual Update	Darin L. Francom Safety Department
January 2015	Annual Update, Change document to Transit Agency Safety Plan (TASP) format in preparation for the implementation of MAP-21 requirements from 49 USC 5329 (e)	Darin L. Francom / Ed Buchanan Safety Department
January 2016	Annual Update	Darin L. Francom/Ed Buchanan Safety Department
January 2017	Annual Update	Darin L. Francom/Ed Buchanan Safety Department
January 2019	Annual Review and Update	Darin L. Francom/Sheldon Shaw Safety Department
January 2020	Annual Review and Update	Darin L. Francom/Travis King Safety Department

Table of Contents

I POLICY	1
I Authority and Policy Statement	1
I 1.1 Introduction	1
I 1.2 Authority	1
I 1.3 Policy Statement	2
I 2 Goals and Objectives	4
I 2.1 Goals and Management Responsibilities	4
I 2.2 Corporate Safety Policies	5
I 2.3 Integrating Safety into all Aspects of UTA	5
I 2.4 Definitions	6
I 2.5 Acronyms APTA: American Public Transportation Associates	8
I 3 Overview of Management Structure	10
I 3.1 UTA Board of Trustees and Executive Staff	10
I 3.2 Management—Key Role in Safety	10
I 3.3 Management —Transit Agency Safety Plan (TASP)	11
I 3.4 Light Rail Service	11
I 3.5 Commuter Rail Service	12
I 3.6 Bus Service	12
I 3.7 Climate / Geography	13
I 3.8 Utah Transit Authority Organizational Chart	14
I 4 TASP Annual Updates, Revisions, and Changes	16
I 4.1 Written Plans	16
I 4.2 TASP Annual Update Process Flow Chart	17
I 4.3 Emergency Management Team Meetings	17
II RISK MANAGEMENT	19
II 1 Risk Management Program	19
II 1.1 Hazard Management	19
II 1.1.2 Local Hazard Management	19
II 1.1.3 Local Hazard Logs	19
II 1.1.4 Corporate Hazard Management	20
II 1.1.5 Safety Department Hazard Logs	20
II 1.1.6 Corrective Action Plan (CAP)	20

II 1.1.7	Corrective Action Plan Development	20
II 1.2	Hazard Process Overview	20
II 1.3	Hazard Identification.....	21
II 1.4	Hazard Investigation, Evaluation, and Analysis	23
II 1.4.1	Root Cause Analysis and accident evaluation.....	23
II 1.4.2	Hazard Reporting Threshold to UDOT.....	23
II 1.4.3	UTA Hazard Analysis Matrix (21 Box).....	25
II 1.4.4	Hazard Severity.....	26
II 1.4.5	Hazard Probability	26
II 1.4.6	Hazard Ratings.....	26
II 1.5	Hazard Control, Elimination, and Tracking	27
II 1.5.1	Hazard Resolution and Elimination	27
II 1.6	Hazard Tracking.....	27
II 1.7	Ongoing Reporting To State Safety Oversight Agency	28
II 1.8	Job Safety Briefing.....	28
II 1.9	Safety Management System (SMS).....	28
II 2.1	Management of Hazardous Materials	29
III	ASSURANCE.....	31
III 1	Internal Safety Audit/Review Program.....	31
III 2	Accident Notification, Investigation, and Reporting	34
III 2.1	Notification Thresholds.....	34
III 2.1.1	Internal Notification.....	34
III 2.1.2	UDOT/SSO) Notification	34
III 2.1.3	FRA Notification.....	35
III 2.1.4	NTSB Notification	35
III 2.1.5	FTA Notification.....	35
III 2.1.6	UOSH Notification	36
III 2.2	Accident Investigation Process	36
III 2.2.1	Accidents Investigation.....	36
III 2.2.2	Workplace Injury Investigations.....	36
III 2.3	Reporting Accidents.....	37
III 2.3.1	Reporting to UDOT SSO	37
III 2.3.2	Reporting to FRA.....	38
III 2.3.3	Reporting to National Transit Database (NTD).....	38

III 2.3.4	Reporting within UTA	38
III 2.4	Corrective Action	38
III 2.4.1	Safety Department Review	38
III 2.4.2	UDOT Review	38
III 3	Safety Data Collection and Analysis.....	40
3.1	Data Collection.....	40
3.2	Data Analysis.....	40
3.3	Continuous Improvement	41
III 4	System Modifications (Management of Change)	42
III 4.1	MOC Authority	42
III 4.2	Management of Change (MOC) Process	43
III 4.3	MOC Action Considerations.....	43
III 4.4	MOC Log	44
III 4.5	Notifying Departments.....	44
III 4.6	MOC Approval and Verification Document.....	44
III 5	Configuration Control.....	45
III 6	System Safety and Security Certification	46
III 6.1	Safety Certification	46
III 6.1.1	Safety and Security Major Capital Project Plans and Documents	46
III 6.2.1	Facilities Hazard Analysis.....	48
III 6.3	Project Certification / Hold Point Process	48
III 6.4	Quality Assurance	50
III 7	Rules Compliance	51
III 7.1	TRAX Rules Compliance	51
III 7.1.1	Documents and Publications	51
III 7.1.2	Rule Compliance Checks	51
III 7.1.3	Reports and Data Analysis	52
III 7.1.4	Enforcement.....	52
III 7.2	FrontRunner Rules Compliance.....	52
III 7.2.1	Documents and Publications	52
III 7.2.2	Rule Compliance Checks	53
III 7.2.3	Enforcement.....	53
III 7.3	Bus Rules Compliance	53
III 7.3.1	Documents and Publications	53
III 7.3.2	Rule Compliance Checks	54

III 7.4	Safety Rules Compliance Checks and Verification	54
III 8	Facilities, Structures and Equipment Inspections	55
III 8.1	Facilities and Equipment to Be Inspected	55
III 8.2	Techniques, Schedules, and Procedures.....	55
III 8.2.1	M.O.W. (Line, Signal and Rail Maintenance) Standards and procedures	55
III 8.3	Tracking and Resolving Hazards Identified During Inspections	55
III 8.4	Railroad Bridge Safety Management and Inspection Program.....	56
III 9	Maintenance Audits and Inspection Program	57
III 9.1	Equipment or Facilities Maintenance Audits and/ Inspections	57
III 9.2	Auditors of Maintenance and Operations Activities	57
III 9.3	Audit Report—Tracking and Resolving Internal Audit Findings.....	57
III 9.4	Follow-Up /Action Plans	58
III 9.5	Resolving Problems and Disagreements.....	58
III 9.6	Use of a Written Checklist	58
III 9.7	Tracking and Resolving Hazards or Concerns.....	58
III 10	Drug and Alcohol Program and Medical Monitoring.....	59
III 10.1	Drug and Alcohol Program	59
III 10.2	Medical Monitoring	59
III 11	Procurement	60
III 11.1	Measures and Controls for the Procurement Process.....	60
III 11.2	Inspection and Control of Materials.....	60
IV	PROMOTION.....	63
IV 1	TASP Implementation Activities and Responsibilities.....	63
IV 1.1	TASP Committees and Position Responsibilities	63
IV 1.1.1	Safety Communication.....	63
IV 1.2	TASP Committees.....	63
IV 1.2.1	General Managers Safety and Security Committee (GMSSC)	63
IV 1.2.2	Safety and Security Review Committee (SSRC)	63
IV 1.2.3	Management of Change (MOC) Teams	64
IV 1.2.4	Bus Safety Committee (BSC)	64
IV 1.2.5	Facility (Admin) Safety Committee.....	65
IV 1.2.6	Rail Safety Committee (RSC).....	65
IV 1.2.7	Fire Life Safety and Security Committee (FLSSC)	66
IV 1.2.8	Construction Safety Committee (CSC).....	66
IV 1.2.9	Configuration Control Committee (CCC).....	66

IV 1.2.10	Activation Committee (AC).....	66
IV 1.2.11	Safety and Security Working Group (SSWG)	67
IV 1.2.12	Accident Evaluation Group (AEG).....	68
IV 1.2.13	Accident Review Committee (ARC)	68
IV 1.2.14	System Safety Committee Organizational Process Chart	68
IV 1.3	Department Position Responsibilities	70
IV 1.3.1	Safety Department.....	70
IV 1.3.2	Operations Department	71
IV 2	Training and Certification Program	74
IV 2.1	Employee and Contractor Safety	74
IV 2.1.2	Line and Signal Technicians and Rail Maintenance workers	74
IV 2.2	Training and Certification for Employees and Contractors	74
IV 2.4	Employee and Contractor Safety Programs	75
IV 2.5	Construction Safety Requirements.....	76
2.6	Training and Certification Training, Courses, Education.....	76
IV 2.6.1	Safety Administrators Certification	76
IV 3	Local, State, and Federal Requirements.....	77
IV 3.1	Corporate Policies	77
IV 3.2	Corporate Safety Policies.....	77
IV 3.3	Health and Environmental	77
IV 3.4	Occupational, Environmental, Safety and Health (OES&H).....	78
IV 3.5	Federal Railroad Administration and TRAX Light Rail.....	78
IV 3.6	Federal Railroad Administration and FrontRunner Commuter Rail.....	78
IV 3.7	Construction Safety.....	80
IV 3.7.1	Employee and Contractor Awareness of FRA Requirements	80
IV 3.7.2	Personal Protective Equipment	80
IV 3.7.3	Safety and Industrial Hygiene Studies and Reviews.....	80
IV 3.7.4	Safety Training Effectiveness and Knowledge of Employees	81
Appendix A:	Safety Dashboard	84
Appendix C:	Internal Audit Inspection Checklists and Schedule (Sample)	86
Appendix D:	Internal Review Schedule (2018-2020).....	87
Appendix E:	Rail Service Center Safety Checklist/Audit Forms	88
	Facility PM Inspection Checklist (sample).....	90
	Monthly Safety Environmental Check List (Sample).....	91
Appendix F:	Blank Forms.....	92

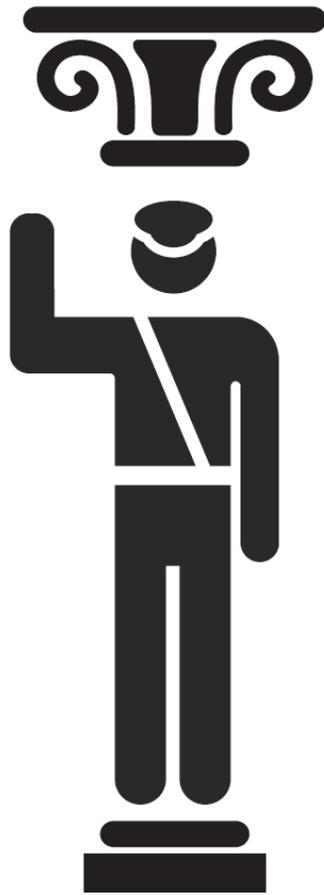
Appendix G: System Maps 107
Weber, North Davis and Box Elder County System Map 109
TRAX and FrontRunner Map 110

I. POLICY

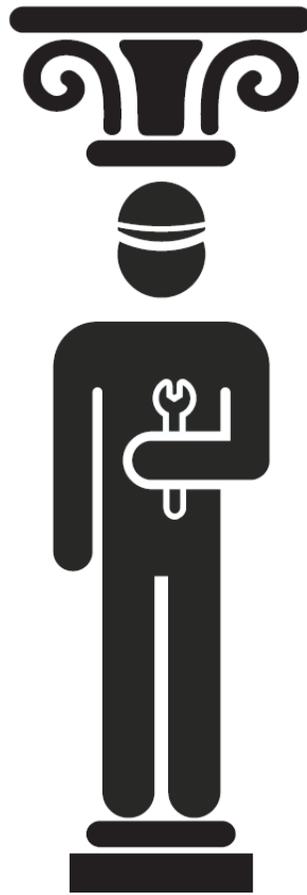
SAFETY



POLICY



RISK
MANAGEMENT



ASSURANCE



PROMOTION

I POLICY

Pillar I of the Transit Agency Safety Plan is **Safety Policy**. This is at its most simple, the safety policy developed, approved and signed by the authority. However, this pillar also describes UTA's commitment to safety, its objectives and safety goals and the organizational structure established and plans written to obtain these goals and objectives.

I Authority and Policy Statement

I 1.1 Introduction

Utah Transit Authority (UTA) is a special transportation district of the state of Utah with its headquarters at 669 West 200 South, Salt Lake City, Utah, 84101. UTA was created on March 2, 1970 by the Utah Legislature. UTA is multimodal agency comprised of light rail, commuter rail, bus, and special services.

UTA's mission is to strengthen and connect communities, enabling individuals to pursue a fuller life with greater ease and convenience by leading in partnering, planning, and wise investment of physical, economic, and human resources. In accordance with the directives of Moving Ahead for Progress in the 21st Century Act, (MAP-21) and Fixing America's Surface Transportation (FAST) Act, UTA undertook the conversion of the System Safety Program Plan (SSPP) into the Transit Agency Safety Plan (TASP) in 2015. The TASP consists of a series of policies and procedures, which must be undertaken to ensure the safety of our customers, employees, emergency responders, and the general public. Development of the TASP was completed in accordance with Title 49 Code of Federal Regulations (CFR) Chapter 53, Utah Department of Transportation (UDOT) State Safety Oversight (SSO) Program Procedures and Standards; Federal Transportation Administration (FTA) and Federal Railroad Administration (FRA); rules and regulations and Utah Occupational Safety and Health Administration (Utah OSHA). The TASP is the system-wide governing safety document for all transit modes operated by UTA.

I 1.2 Authority

FTA regulates by granting authority to develop state safety oversight programs, as defined by 49 CFR 674 - In 2017 UDOT became certified under Part 674.

The FTA recognizes UDOT, as the state safety oversight agency for Utah. UDOT SSO is FTA's appointed safety oversight agency, working cooperatively to regulate UTA's light rail transit (TRAX/Streetcar), by ensuring compliance with state and federal requirements, regulations, and guidance, as applicable.

The FTA functions as both an administrator of funds for capital projects and as a federal regulator as defined by 49 CFR 659, 670 and 673. The FTA conducts regular audits of the state safety oversight agency (UDOT-SSOA), to determine the SSO's and UTA's compliance to the FTA's general requirements. UTA's light rail service TRAX/Streetcar is regulated by the FRA, FTA, and UDOT SSO agencies. Portions of TRAX right-of-way are shared with freight operations. Limited-freight operations are achieved with freight railroads through a temporal separation agreement and, and as such come under FRA jurisdiction oversight.

UTA's commuter rail service (Front Runner) is fully regulated by the FRA, and is not regulated by the UDOT-SSO, or the FTA.

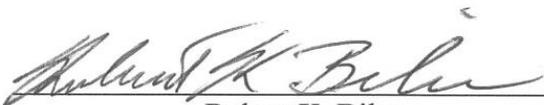
I 1.4 Executive Signatures

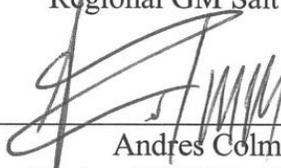
Following general requirements and guidelines from 49 CFR 674, in compliance with the Fixing America's Surface Transportation (FAST) Act and to meet the FTA State Safety Oversight Standard, the Utah Transit Authority has developed a combined bus and rail Transit Agency Safety Plan (TASP) as our governing system safety plan.

As UTA Executives and Senior Leaders, we have reviewed and endorse the UTA Transit Agency Safety Plan. We also understand that we have the authority and responsibility for day to day implementation and operation of UTA's Safety Management System (SMS).

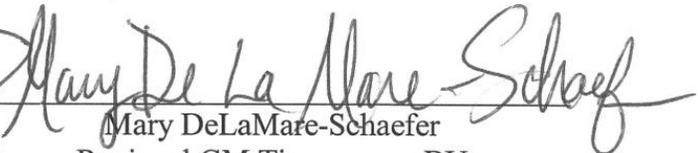

D. Eddy Cumins
Chief Operating Officer


Lorin Simpson
Regional GM Salt Lake BU

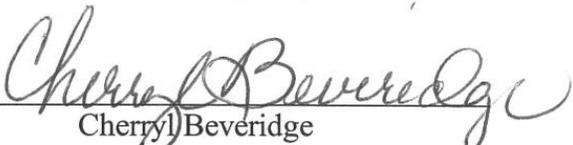

Robert K. Biles
Chief Financial Officer


Andres Colman
Regional GM Mt. Ogden BU

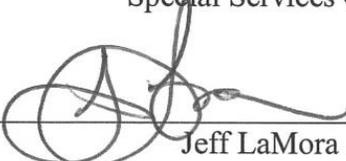

Nichol Bourdeaux
Chief Comms & Marketing Officer

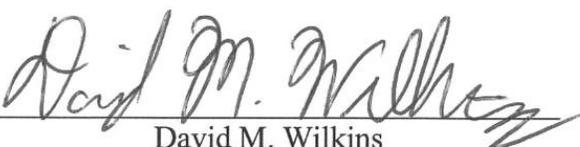

Mary DeLaMare-Schaefer
Regional GM Timpanogos BU


Kim Ulibarri
Chief People Officer


Cheryl Beveridge
Special Services GM


Sheldon Shaw
Director of Safety and Security


Jeff LaMora
Light Rail General Manager


David M. Wilkins
Senior Counsel To The Utah Transit Authority


Bruce Cardon
Commuter Rail General Manager


Mary DeLoretto
Acting Chief Svc Dev Ofc


Dave Hancock
Director of Asset Management

I 2 Goals and Objectives

The Transit Agency Safety Plan (TASP) establishes formal structure and processes to be used by UTA to identify, assess, track, control, minimize, and resolve hazards associated with UTA bus and rail systems. The TASP will be used as a means of preventing injuries, incidents, accidents, system disruption, environmental damage, and other losses. It demonstrates UTA's commitment to safety and compliance through loss prevention programs. The plan is consistent with federal, state, and local regulations, and it sets forth procedures to comply with standards and conditions of industry, 49 CFR Part 659, UDOT's SSO Program Standards, and applicable FRA rules and regulations applicable to TRAX and FrontRunner as contained in 49 CFR.

The TASP applies to the planning, design, procurement, construction, activation, operations, and maintenance services of the bus and rail system. The TASP is approved by and implemented under the direction of the General Manager's Safety and Security Committee (GMSSC). UTA embraces and participates with the Utah Department of Transportation in achieving the state wide goal of "Zero Fatalities" program. "This is a goal that everyone can live with".

UTA's annual objectives are:

- Avoidable accident rate per 100,000 miles:
 - Bus less than 1.0
 - FrontRunner less than 0.5
- Safety Performance Measure: Injuries per 100,000 miles.
 - Light Rail less than 1.1
 - Bus less than 0.2
- Safety Performance Measure: Fatalities per 100,000 miles. UTA's goal is zero fatalities.
 - Light Rail 0.0
 - Bus 0.0
 - FrontRunner 0.0
- Safety Performance Measure: Safety events per 100,000 miles
 - Light Rail less than 2.5
 - Bus less than 0.35
- Safety Performance Measure: System Reliability. Mean distance between major mechanical failures.
 - Light Rail greater than 9,000 miles
 - FrontRunner greater than 12,000
 - Bus Fixed + Route Deviation greater than 18,000 miles
 - Paratransit greater than 23,000 miles
- Total employee industrial injuries less than .75 per 100 employees
- 10% reduction of OSHA reportable injuries
- Eliminate or mitigate Serious and High Hazards

I 2.1 Goals and Management Responsibilities

The goal of UTA's TASP is to utilize and achieve the highest practical level of safety in order to protect passengers, employees, emergency responders, contractors, invitees, and property. At a minimum, the TASP ensures the following processes are incorporated into UTA's system safety programs, plans, processes, and practices to achieve its goals to:

- Define the physical, functional, and operational characteristics of its transit system with its potential impact to people, equipment, infrastructure, facilities, and its operating environment.
- Identify hazards or undesired events by examining historical data, causes, and contributing factors.
- Provide a level of safety that is consistent with transit bus and rail standards.

- Assess risks by balancing the potential frequency of a hazard occurring against the severity of the event, and quantify the event into acceptable or unacceptable categories.
- Eliminate, mitigate, or control unacceptable or undesirable hazards to acceptable levels.
- Determine if UTA's goals and objectives were achieved.
- Monitor hazard resolution effectiveness and determine if there are unexpected hazards.
- Comply with federal, state, and local rules and regulations.
- Continually improve and evaluate system safety design.

The GMSSC is responsible for the development of goals for the TASP. The Safety and Security Director is responsible to report directly to the GMSSC on compliance with the TASP. The TASP's intent is to:

- Establish a clearly defined safety structure with lines of authority and responsibility to implement the program, processes, and policies that integrates safety into all aspects of UTA functions.
- Provide means of measuring and achieving UTA safety goals and initiatives, and compliance with rules and regulations.
- Provide a comprehensive hazard management program to effectively identify and resolve issues.
- Set procedures for review, approval, and documentation of system modifications to existing systems, vehicles, facilities, and equipment.
- Set processes to address safety issues for activation of new systems and modifications to existing systems, facilities, and vehicles prior to initiation of service.
- Establish standards for emergency preparedness and management.
- Conduct continual internal audits, and inspections to evaluate TASP compliance.
- Ensure compliance to safety rules and regulations that impact operations or maintenance.
- Conduct an ongoing maintenance inspections program of vehicles, equipment, facilities, and maintenance cycles, with documentation and the integration of identified safety concerns into the hazard management process.
- Set safety training standards for employees and contractors.
- Establish a configuration management control process for modifications during operations.
- Establish standards for and compliance with the hazardous materials program.
- Establish standards for and compliance with the drug and alcohol program.
- Establish standards for and compliance with procurement processes.

I 2.2 Corporate Safety Policies

Guided by the principles contained in this TASP, the Director of Safety and Security, under the direction of, and as approved by the GMSSC, has developed specific corporate safety and loss control policies. These policies set the framework for guiding the safety program. All UTA corporate safety policies including UTA's TASP are available on the UTA intranet. UTA employees are notified via company email on an annual basis of the newly revised TASP along with its location within UTA's Intranet.

I 2.3 Integrating Safety into all Aspects of UTA

The objective of safety at UTA is the continual improvement of our processes and operations to maximize safety to the highest practicable level. This effort is undertaken by providing continual opportunities for employees to be reminded of safety, incorporate safe practices into their operations, and multiple means for each employee to identify potential hazards.

We accomplish this through safety first messages at UTA meetings, safety committee meetings, weekly Safety messages, monthly safety posters, identification and mitigation of hazards, proactive reviews and inspections to identify potential hazards.

Within the different departments, multiple means of incorporating safety are presented. As examples:

- Safety is part of the Planning Departments “Next Tier” planning meetings to plan for safety in new projects at the earliest opportunity.
- Safety participates in the Transit Oriented Development (TOD) meetings to identify and raise safety concerns
- In new construction projects – safety is considered in Construction Safety Committee, Design and Construction Meeting, Safety and Security Working Group, and Activation Committee meetings.
- Safety has representation in the Technology Advisory Group in selection and implementation of new technology programs
- Safety works with public relations for signs, vehicle wraps, handouts, wristbands, billboards, commercials and social media to maximize the safety message to the community.
- Safety is fully incorporated into training in business units, conducts Roadway Worker Protection, Globally Harmonized System (GHS); Safety Management System (SMS), Security / Incident Command Structure training; and presents multiple updates at Manager, Corporate Staff, and Executive Team meetings.

I 2.4 Definitions

accident :	In accordance with 49 CFR Part 674, an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision involving a rail transit vehicle; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
certifiable items list (CIL)	A UTA-approved list of safety and security critical certifiable elements and sub-elements.
corrective action plan (CAP):	A plan developed by the rail transit agency that describes the actions the rail transit agency will take to minimize, control, correct, or eliminate hazards, and the schedule for implementing those actions.
event	Means, in accordance with 49 CFR Part 674, an Accident, Incident, or Occurrence.
face up means:	When two trains are moving toward each other on the same track due to system or operator error and have the potential to collide.
fail-safe:	A design feature that ensures the system remains safe, or in the event of a failure, causes the system to revert to a state that will not cause a mishap.
hazard:	Any real or potential condition that can cause injury, illness, or death; damage to or loss of a system, equipment or property; or damage to the environment.
hazard management:	The process of identification and analysis of a hazard to mitigate, control, or accept it.
incident	In accordance with 49 CFR Part 674, an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a rail transit agency.
National Transit Database (NTD):	An Internet-based system for reporting of major and non-major events administered by the FTA at www.NTDProgram.com
occurrence	An event where there is no personal injury, nor property damage that causes disruption to rail services. Such events include close calls, near misses, and vandalism/theft.
passenger:	A person who is boarding, on board, or alighting from a transit vehicle for the purpose of travel.
Positive Train Control (PTC)	A system that uses communication-based/processor-based train control technology that is capable of reliably and functionally preventing train-to-train collisions, overspeed derailments, incursions into established work zone limits, and the movement of a train through a main line switch in the wrong position.

rail fixed guideway system (RFGS):	As determined by FTA, any light, heavy, or rapid rail system, monorail, inclined planer, funicular, trolley, or automated guideway not regulated by the FRA, that is included in FTA's calculation of fixed guideway route miles or receives funding under formula program for urbanized areas.
rail transit controlled property:	A property that is used by the rail transit agency and may be owned, leased, or maintained by the rail transit agency.
rail transit vehicle:	The rail transits agency's rolling stock, including, but not limited, to passenger or maintenance vehicles.
revenue service operation:	Any transit service operation that is available for public use.
risk:	An expression of possible loss over a specified period of time or number of operational cycles. It may be expressed as the product of hazard severity and probability.
rule:	The regulations, promulgated by the Federal Transit Administration, regarding the state safety oversight of rail fixed guideway systems. The 49 CFR Part 659 Final Rule became effective May 1, 2005.
safety:	Freedom from harm resulting from unintentional acts or circumstances.
safety critical:	A term applied to any condition, event, operation, process, or item whose proper recognition, control, performance, or tolerance is essential to safe system operation (e.g., safety critical function, safety critical path, safety critical component).
safety management system:	A method of identifying hazards and controlling risks in a work and operational environment that continually monitors these methods for effectiveness.
serious injury:	Serious injury means, in accordance with 49 CFR Part 674, any injury which: 1. Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received; 2. Results in a fracture of any bone (except simple fractures of fingers, toes, or nose); 3. Causes severe hemorrhages, nerve, muscle, or tendon damage; 4. Involves any internal organ; or 5. Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.)
State Safety Oversight Agency (SSOA):	State Safety Oversight Agency (SSOA) means the entity, other than the rail transit agency, designated by the state or several states to implement the safety and security oversight of rail transit agencies. In particular for this document, SSOA refers to the Utah Safety Oversight Program, managed by the Utah Department of Transportation.
system life cycle:	All phases of the system's life including design, research, development, test and evaluation, production, deployment (inventory), operations, support, and disposal.
<i>UDOT Program Procedures and Standards</i>	Program Procedures and Standards means a written document developed and adopted by the oversight agency (UDOT), that describes the policies, objectives, responsibilities, and procedures used to provide rail transit agency safety and security oversight.
system security plan (SSP):	Document describing the responsibilities and procedures for security of a system.
temporal separation:	Operating conventional freight/passenger and transit rail equipment at completely distinct periods of the day, and procedures to ensure strict observation of the defined operating windows.

I 2.5 Acronyms APTA: American Public Transportation Associates

ARC: Accident Review Committee
AC: Activation Committee
BSC: Bus Safety Committee
CAP: Corrective Action Plan
CAR: Corrective Action Request
CCC: Configuration Control Committee
ED: Executive Director
CFR: Code of Federal Regulations
CIL: Certifiable Items List
CMC: Crisis Management Center
CR: Commuter Rail
CSC: Construction Safety Committee
DSS: Director of Safety & Security
DHS: Department of Homeland Security
EPP: Emergency Preparedness Plan
FAST: Fixing America's Surface transportation
FHR: Final Hazard Rating
FLSSC: Fire Life Safety and Security Committee
FRA: Federal Railroad Administration
FTA: Federal Transportation Administration
GHS: Global Harmonized System
GM: General Manager
GMSSC: General Manager's Safety and Security Committee
IHR: Initial Hazard Rating
MAP-21: Moving Ahead for Progress in the 21st Century
MOC: Management of Change
NCR: Non Conformance Report
NRC: National Response Center
NTD: Nation Transit Database
NTSB: National Transportation Safety Board
OHA: Operational Hazard Analysis
PAR: Preventive Action Request
PHA: Preliminary Hazard Analysis
POC: Point of Contact
PTC: Positive Train Control
QA: Quality Assurance
QC: Quality Control
RAP: Rail Activation Plan

RFGS: Rail Fixed Guideway System
RGM: Rail General Manager
RSC: Rail Safety Committee
SMS: Safety Management System
SOP: Standard Operating Procedure
SSCVR: Safety and Security Certificate Verification Report
SSO: State Safety Oversight
SSP: System Security Plan
SSPP: System Safety Program Plan (replaced by TASP)
SSPS: System Safety Program Standard
SSRC: Safety and Security Management Review Committee
SSWG: Safety and Security Working Group
TASP: Transit Agency Safety Plan (replaces SSPP)
TSA: Transportation Safety Administration
TVA: Threat and Vulnerability Assessment
UDOT: Utah Department of Transportation
UOSH: Utah Occupational Safety and Health Administration
UTA: Utah Transit Authority
UVX: Utah Valley Xpress

I 3 Overview of Management Structure

I 3.1 UTA Board of Trustees and Executive Staff

UTA was incorporated on March 2, 1970, under the authority of the Utah Public Transit District Act of 1969 for the purpose of providing a public mass transportation system for Utah communities.

The governance structure of UTA includes a 3-member full time board of trustees, which is the legislative body for UTA and determines all questions of policy, currently governs UTA. UTA's board of trustees appoints the Executive Director (ED), who is the Accountable Executive for safety and asset management. Under 2018 legislation, the board hires, sets the salaries, and develops performance targets and evaluations for the Executive Director, Internal Auditor, Chief People Officer, Chief Service Delivery Officer, Vice President of Operations, Vice President of Finance and Vice President of External Affairs. The Executive Director is charged with certain responsibilities, some of which require coordination with, or providing advice to, the board of trustees. Legal counsel is provided by the Utah Attorney General's Office.

The ED has full charge of the acquisition, construction, maintenance, and operations of the system and facilities of UTA, and of the administration of UTA business affairs. The ED supervises executive staff of chief department officers. Included in these officers, the chief operations officer is responsible for bus and rail transit operations in accordance with the direction, goals, and policies of the board of trustees. The Safety and Security Director has responsibility for corporate safety. The safety department reports quarterly to the ED and executive staff during meetings of the General Managers Safety and Security Committee (GMSSC).

UTA Executive Management Structure

I 3.2 Management—Key Role in Safety

UTA's safety program is incorporated into every aspect of transit services, by rail and bus service managers. Safe operations of bus and rail units are the responsibility of the regional general manager (RGM). Each operating division has an appointed RGM, who along with managers and supervisors are responsible for implementing policies and procedures for safe operations. The regional general managers of the rail and bus units have charged their management teams to effectively manage safety, and to develop safety programs, plans, procedures, training, policies, and rules to govern safety; and to fully comply with the TASP. Bus and rail maintenance facilities are staffed with a manager of maintenance responsible for the safe operation of the facility, and are supported by shift supervisors and maintenance workers during their performing maintenance, servicing, and inspection.

Supervisors' responsibilities place them at the forefront of UTA's rail and bus services safety efforts. A significant portion of their duty is to serve as frontline safety officers; monitoring, ensuring, and emphasizing safety performance, rules compliance, and promoting a strong safety climate. All employees are charged with adhering to safety, but supervisors are UTA's key to improved safety-related behavior, and positive safety outcomes. Supervisors have the responsibility to monitor safety compliance of their employees and ascertain that employees understand their job functions and the safety requirements of that job.

UTA safety compliance is managed at the lowest levels. Each employee is trained in safety, job duties, and given responsibility for their own safety and the safety with whom he/she works. All employees have the authority to halt an operation if it is deemed to be unsafe. UTA's system safety processes emphasize open and fair dialog between leaders and subordinates to increase the commitment to safety at all levels.

In an oversight role, Safety Administrators report to the manager of safety who reports to the Safety and Security Director. Safety Administrators have a role in executing the functions necessary to ensure safety, to include the following:

- a. Coordinate safety activities of the agency.
- b. Compile safety data and perform analysis to identify and assess operational risk.
- c. Assist in the investigation of accidents and incidents as appropriate.
- d. Review maintenance records to identify safety problems related to maintenance activities.
- e. Evaluate hazard resolutions proposed by departments.

- f. Perform analysis to identify and resolve hazards.
- g. Evaluate proposed system modifications from a safety perspective.
- h. Conduct safety audits, reviews, and inspections.
- i. Provide safety support such as field and laboratory testing.

The Safety Department will conduct regularly scheduled internal safety audits to evaluate compliance and conformance with UTA's TASP, UDOT-SSO Program Standards; and 49 CFR 659. Safety Administrators serve as alternates to each other. Safety Administrators work closely with management and employees, through various processes and committees, and have authority to determine compliance. When warranted, Safety Administrators may issue corrective action plans (CAP), non-conformance reports (NCR), corrective action requests (CAR), and preventive action requests (PAR) as part of the ISO Environmental, Quality and Safety programs. UTA is certified under OHSAS 18001 Safety Management System (SMS). Safety Administrators are the designated contacts to regulatory agencies, and serve as alternate contacts to the UDOT-SSO oversight agency, Transportation Safety Administration (TSA), and Division of Homeland Security (DHS).

I 3.3 Management —Transit Agency Safety Plan (TASP)

UTA's Executive Director, having authorized and endorsed the program and resulting plans, processes and procedures, has delegated the responsibility to update and implement UTA's Transit Agency Safety Plan (TASP) to the Safety and Security Director. The Safety Department is responsible to oversee the writing and development of the TASP, and to conduct annual updates and revisions, and to disseminate the TASP document in accordance with UDOT SSO Program Standards, and 49 CFR 673, General Requirements.

The TASP is reviewed with and distributed to the ED, chief officers, and regional general managers who comprise the General Manager's Safety and Security Committee. The TASP is also distributed to members of the other safety committees (see chapter 5) and reviewed with new employees. In addition to the above distribution list the TASP is distributed to all employees of the Authority via email. The TASP is also made available to all UTA employees on the company intranet <http://sharepoint/Pages/default.aspx> or <http://utanet/Pages/default.aspx>. UTA employees will be notified via company email of the newly updated TASP on an annual basis. Old versions of the TASP will be removed and replaced with latest approved TASP as they are made available. This process will be initiated and supervised under the direction of the Safety Manager.

The S: Drive on UTA's network is used for the purpose of storing and tracking past and current safety sensitive information and documents; including the TASP, incident and accident reports, corrective action plans, hazard logs, inspections, audits etc. The S: drive is a secured drive and only accessible to safety department, designated personnel and the SSO manager. Current Data and reports are maintained and kept by the safety department and can be reviewed by the SSO Manager at any time.

I 3.4 Light Rail Service

UTA's TRAX light rail and S-Line streetcar services are managed by the General Manager of Light Rail. TRAX service began operations December 4, 1999, and serves Salt Lake County, with an annual ridership of 19,500,000 passengers. TRAX operates 48 stations over 44 miles of track that started with the North-South line, from Sandy to the Salt Lake City. TRAX service includes the Red Line which extends from Daybreak to the University of Utah Medical Center. The Green Line starts at the West Valley City Hall and runs to the Salt Lake City International Airport. The Blue line runs from Draper City in the south (12300 South) to the Salt Lake Central Station at 500 West 300 South. The S-Line Streetcar line runs from the TRAX Central Point Station at 2250 South to Fairmont Station at McClelland St. (Approximately 11th East).

Rail maintenance facilities for light rail vehicles are located at Midvale (613 West 6960 South) and Jordan River (2264 South 900 West). Portions of TRAX are under the Federal Railroad Administration's (FRA) regulation. These segments are from 1250 South to 6100 South on the North-South line and from 6400 South to 5600 West on the Mid-Jordan line. Passenger TRAX operations are temporally separated from freight operations. TRAX operates from approximately 5:00 a.m. to midnight Monday thru Sunday Freight operators utilize track in the corridor from 11:45 p.m. to 4:45 a.m. Freight movements require authorization from the TRAX Control Center (TCC).

UTA's current TRAX vehicle fleet consists of the following LRVs:

Siemens SD-100/160 Series	40
Siemens S70 Series	77 (3 in service as streetcars)

UTA's train control, including automatic block system (ABS), intersects established grade crossings which are protected by gates, flashing lights, and audible signals. Intersections within the street-running portion of the downtown/university/West Valley corridors are controlled with traffic signals and additional train operating signals.

The Director of Asset Management is supported by managers, supervisors, and maintenance of way (MOW) employees, servicing light rail and commuter rail systems, overhead catenary systems (OCS), power stations, infrastructure, and rail facilities. The Maintenance of Way department has responsibilities including light rail and commuter rail. Bus stops and rail stations and platforms, park-and-ride lots, and passenger services facilities are managed by the facilities maintenance manager.

I 3.5 Commuter Rail Service

UTA's Frontrunner commuter rail services are managed by the General Manager of Commuter Rail. FrontRunner is UTA's regional commuter rail service. FrontRunner began revenue operations on April 26, 2008, and expanded services on December 11, 2013. It serves Utah, Salt Lake, Davis, and Weber Counties, with an annual ridership of over 3.8 million passengers. FrontRunner services 15 stations on 82 miles of track, extending from Ogden to Provo.

FrontRunner is regulated by the Federal Railroad Administration, and is subject to FRA rules, regulations, and inspections. Hours of operation are, generally, weekdays 4:00 a.m.–12:30 a.m.; Saturdays from 6:30 a.m. to 12:30 am; with no Sunday service.

There are daily freight industry operations that that utilize FrontRunner mainline crossover switches. Freight movements require authorization from the FrontRunner Control Center. All mainline switches are powered and can be operated by personnel in the control room. There are 82 miles of exclusive track which include a total of 62 at-grade crossings. FrontRunner trains utilize cab signals. The mainline is single track with station platform passing sidings. The trains are in a 'push-pull' configuration with diesel-electric locomotives on the north end of the consist and cab cars on the south end.

The senior executive at FrontRunner is the commuter rail general manager. The manager of rail operations and two assistant managers oversee controller/supervisors, train operators, and train hosts. Vehicle maintenance is managed by the manager of commuter rail vehicle maintenance and two assistant managers, supported by supervisors and commuter rail technicians, performing maintenance, servicing, and inspection on the passenger cars and locomotives. All rolling stock maintenance is performed at the Warm Springs Rail Service Center located in Salt Lake City, Utah.

UTA's FrontRunner fleet consists of the following rolling stock:

MP-36 Locomotives	18
Bombardier Cab Cars	22
Bombardier Coach Cars	16
Refurbished Comet Passenger Cars	13

I 3.6 Bus Service

UTA bus operations are managed by regional general managers (RGM) in business units with geographical boundaries including Salt Lake (Salt Lake County includes Central and Meadowbrook facilities); Mt. Ogden (Weber and Davis counties), and Timpanogos (Utah County). Special Services provides paratransit route deviation, rideshare, and vanpool services throughout the UTA service area. Paratransit services in Weber, Tooele, and Utah counties are provided by contractors.

Bus maintenance facilities are located in Ogden, Central and Meadowbrook (Salt Lake), and Timpanogos (Utah County). Special Services maintenance is located at Riverside (adjacent to Meadowbrook).

UTA Bus service includes more than 610 buses. The fleet includes hybrid-electric buses, ski buses, over-the-road coaches, and more than 100 paratransit vehicles. UTA Central division has added 47 compressed natural gas (CNG) buses to their fleet.

UTA runs two bus rapid transit (BRT) lines in Utah County and Salt Lake County that offers park-and-ride lots, ticket-vending machines, upgraded stations, limited stops, faster speeds, greater frequency, signal priority, dedicated bus lanes and specialized buses. The first MAX line opened in July 2008 and operates along 3500 South through South Salt Lake city, West Valley City, and Magna. The MAX BRT line in West Valley City uses Van Hool buses. The Utah Valley Express (UVX) bus rapid transit system opened in December 2018 with 5 miles of dedicated bus lanes servicing 18 dedicated stops along its 10.5-mile route from the Orem and Provo Frontrunner station through downtown Provo, BYU campus, UVU campus and down University Parkway in Orem. The UVX bus fleet includes 25 sixty-foot articulated New Flyer Xcelsior electric hybrid buses that can hold up to 80-passengers with ground-level boarding for ADA passengers.

I 3.7 Climate / Geography

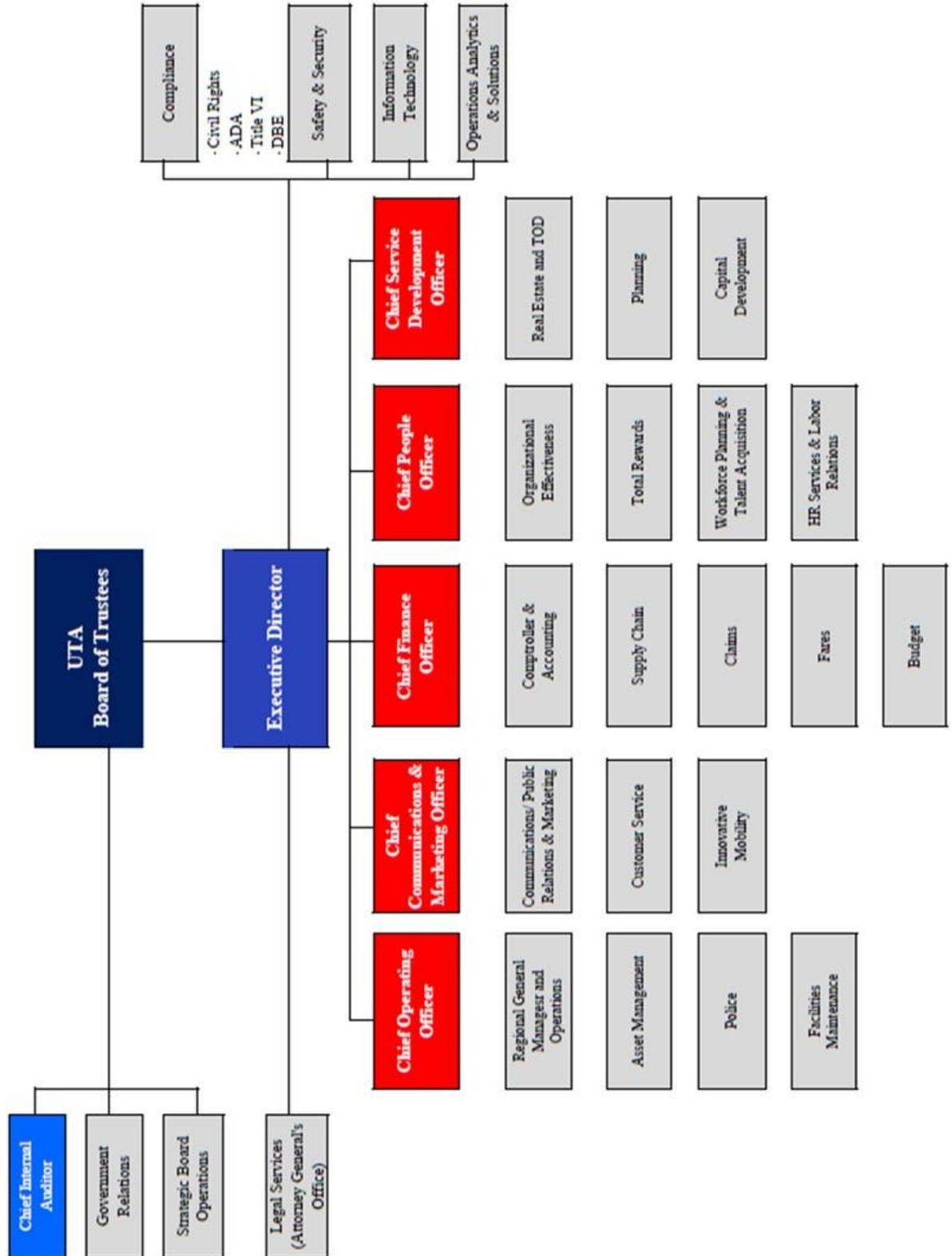
Salt Lake City normally has a semi-arid continental climate with four well-defined seasons. Summers are characterized by hot, dry weather, but the high temperatures are usually not oppressive since the relative humidity is generally low and the nights usually cool. July is the hottest month with temperatures reading 90–100 degrees F. Winters are cold, but usually not severe. The average annual snowfall is less than 60 inches at the Salt Lake City airport but much higher amounts fall in higher bench locations. Heavy fog can develop under temperature inversions in the winter and may persist for several weeks. Precipitation is generally light during the summer and early fall but may be heavy in the spring when storms from the Pacific Ocean are moving through the area more frequently than at any other season of the year.

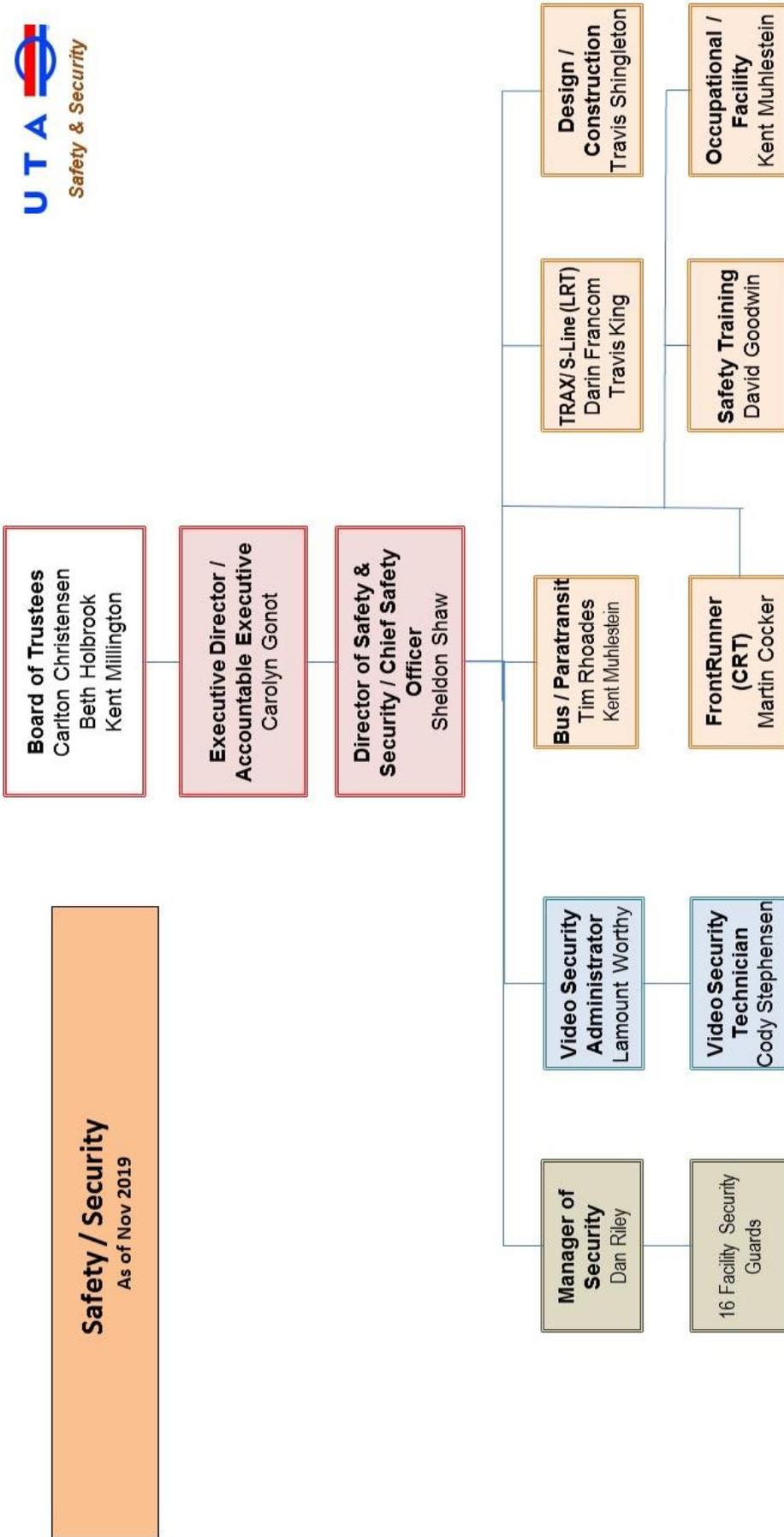
The UTA transit services extend throughout the Wasatch Front area approximately 60 miles wide (E-W) between Park City, Salt Lake City, and Tooele Co. The area also ranges from Box Elder County on the north to Payson City, Utah County in the south, extending nearly 100 miles. Service areas include high mountain valleys situated along the western slope of the Wasatch Mountains. Elevations range from approximately 4,250 feet above sea level to greater than 5,300 feet above sea level on the benches overlooking the valleys. Service to the area ski resorts rises to over 8,000 feet above sea level. The Wasatch Fault runs the length of the UTA service area from north to south roughly tracing a line along the base of the Wasatch Mountains. Fault scarps are easily observed at various locations along the fault.

I 3.8 Utah Transit Authority Organizational Chart

UTA's organizational chart, illustrates the management structure of the organization. The Safety, Security and Technology Division organizational chart focuses on the roles of Safety Department managers and Safety Administrators, showing the process available to report directly to UTA's ED.

Organizational Chart





I 4 TASP Annual Updates, Revisions, and Changes

I 4.1 Written Plans

The Transit Agency Safety Plan (TASP), System Security Plan (SSP) and the Emergency Preparedness Plan (EPP) will be reviewed and updated annually, on or before January 1st, and submitted to UDOT SSO for approval and acceptance in accordance with UDOT's *Rail Transit State Safety Oversight Program Procedures and Standards*. The plans may also be revised when and as required by the General Managers Safety Security Committee.

UDOT SSO may request in writing, modification to the plans due to audit reports, on-site reviews or, investigations. UTA will be given at least 30 days to address any requested changes. Once UDOT has approved the revised plans, UTA will transmit a signed copy of the plans to UDOT SSO in an unalterable electronic format.

Comprehensive emergency management plans have been developed for UTA and are part of the UTA Emergency Preparedness Plan (EPP). Each mode within UTA has the requirement to develop their specific emergency response plan. *TRAX Emergency Response Plan and FrontRunner Emergency Preparedness Plan*. These plans detail activities and responsibilities for Rail Service personnel and are the responsibility of the rail Safety Administrator. The *Rail Services Emergency Preparedness Plan* must meet the requirements of 49 CFR Part 239 and is reviewed annually and updated as needed. UTA's Director of Safety and Security Officer is accountable to senior management for the accuracy and timeliness of all TASP, SSP and EPP updates approvals and distribution to include FRA, UDOT, SSO manager, and managers and supervisors at the Rail Service Center. UTA's Safety Department will coordinate with UDOT-SSO to develop, review, update and distribute the plans. UTA's safety department is responsible to evaluate compliance and or deficiencies with UTA's safety emergency preparedness programs, UDOT-SSO program, 49 CFR 673 general requirements, and FRA regulations, initiatives, and programs, as applicable.

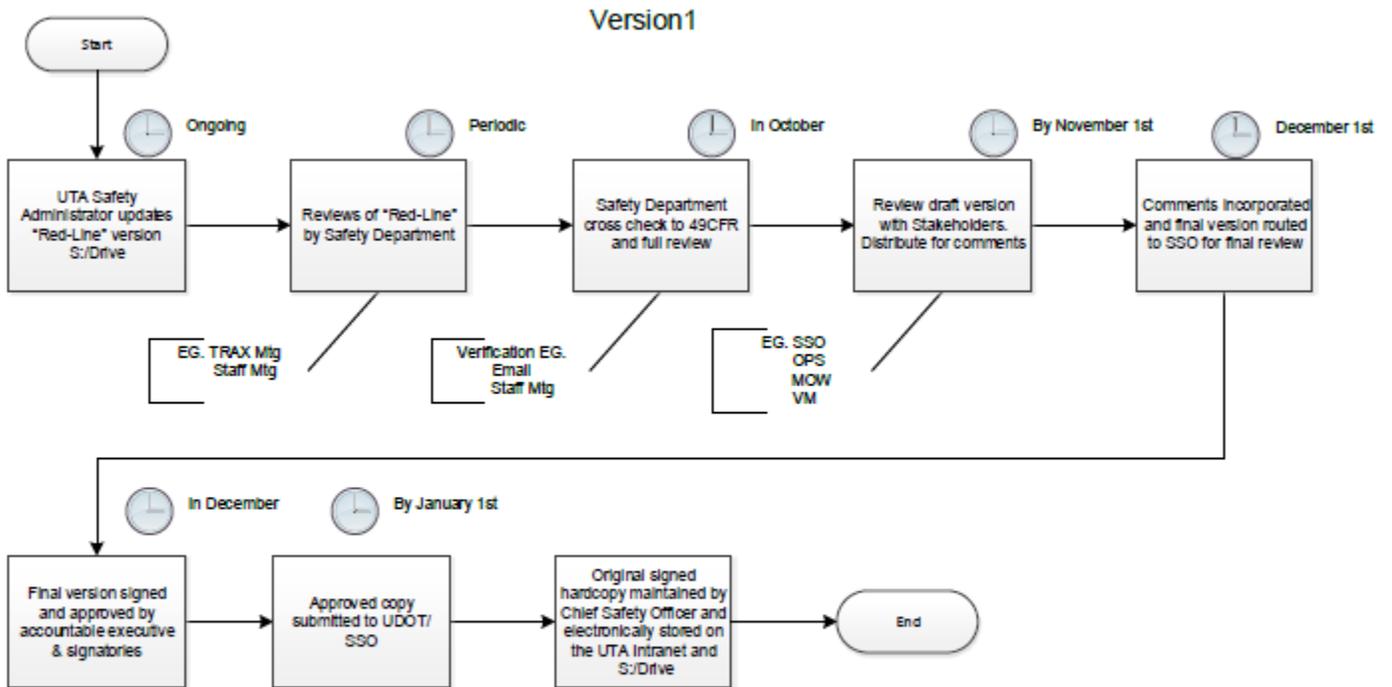
The UTA *System Security Plan (SSP)* details the security program for UTA and includes the TRAX light rail and the FrontRunner commuter rail line. This plan describes the system security and the threat and vulnerability management process employed by UTA Transit Police organization. This plan details how state and local law enforcement agencies and UTA Transit Police work together to provide for a secure system. Involvement of UTA security managers and local law enforcement personnel is essential for a strong cooperative security effort.

The plans are controlled documents that are applicable to all UTA employees and contractors. Copies are distributed to members of the GMSSC, UTA managers, and Safety Committee members and are sent to all UTA employees via email. The current TASP is also available on the intranet and is updated as new versions are made available. (Note: The SSP is not distributed as it is a security sensitive document. It may be reviewed after an approved written request is made).

I 4.2 TASP Annual Update Process Flow Chart

TASP Update Process

Process Number: SMS-1



Process Executive: Chief Safety Security and Technology Officer
Process Owner: Safety Manager

Revised: November 6, 2018

I 4.3 Emergency Management Team Meetings

Emergency management meetings are conducted quarterly within each business unit. Quarterly emergency response team committee meetings are also conducted and each business unit sends representatives to attend. Emergency Management training is further explained in the EPP. These meetings are either conducted separately or part of the existing safety committees.

Fire Life Safety and Security Committee meetings are conducted each month. The Safety Administrator, along with an operations supervisor and a vehicle maintenance supervisor represent the Rail Services employees in the planning and coordinating of emergency activities at these meetings. Emergency response organizations are informed of the rail system and important fire/life safety features. These meetings provide an informational forum and interface to address emergency concerns. Meetings with external agencies are coordinated for training, information, exercising, and to provide familiarization training for local first responders. Exercises, types, reports, and schedule is also explained within the EPP.

II. RISK MANAGEMENT



II RISK MANAGEMENT

Pillar II of the Transit Agency Safety Plan is **Risk Management**, describing how UTA identifies, evaluates, tracks and mitigates hazards and risk in the organization and on the transit system. In this pillar, the processes undertaken by the authority are provided in sufficient detail to be effectively undertaken. Acceptable risk levels, performance targets and mitigation measures are established.

II 1 Risk Management Program

II 1.1 Hazard Management

The management of identified hazards is a vital component of the UTA Safety Management System. A hazard is defined as a condition or set of conditions, internal or external to the UTA system, which when activated could cause injury or death or damage or loss of equipment or property. An unacceptable hazard is a condition that may endanger human life or property or result in system loss. This includes harm to passengers, employees, contractors, equipment, and to the general public. These hazardous conditions must be mitigated. Hazards are identified in several different internal and external sources. Hazards may be observed in the operating environment, through procedures, during system modifications and capital projects, accidents, extensions or operational changes.

The Hazard Management Program applies to all UTA employees and obligates everyone to constantly observe hazards in their work areas and report them to their safety committee, the Safety Administrator or to their supervisor or manager. The overall hazard management program incorporates a system-wide hazard identification process, including activities for:

- a. Identification
- b. Investigation
- c. Evaluation and analysis
- d. Mitigate or elimination
- e. Tracking
- f. Ongoing reporting to UDOT SSO and UTA corporate staff relating to hazard management activities and status

II 1.1.2 Local Hazard Management

UTA Department Managers play a key role in the hazard management process and ensure that the process has been fully integrated within their departments. Managers also ensure the following elements of the hazard management process are present in their departments:

- a. Ensure employees have the ability to report hazards to management in person or through the use of a hazard identification form;
- b. Ensure hazards are placed on a local hazard log for tracking and documentation;
- c. Represent management or select designee to represent management on a local safety committee;
- d. Ensure each hazard has been assigned to a specific individual /POC;
- e. Management or management's designee will work with bargaining unit representative to establish the hazard rating, a safety representative will participate as arbiter and have final approval of rating.
- f. Ensure employees receive appropriate hazard management training.

II 1.1.3 Local Hazard Logs

Department managers ensure local hazard logs are used to track hazards at the departmental level within UTA. These logs are maintained within the department and are reviewed by the local safety committee on a monthly basis. Hazards placed on the local log receive their initial and final hazard rating using UTA's 21 box hazard rating matrix. Management will give hazards their initial rating and final ratings. ...(See section 1.1.2. e). Hazard ratings should be changed when new information or as a result of data analysis. If the hazard rating is changed as a result of new information or the result of data analysis the manager or designee will be notified.

II 1.1.4 Corporate Hazard Management

When a hazard is identified as needing mitigation that requires cost or changes beyond that of the local safety committee or department abilities, the hazard will be elevated to the corresponding Safety Department Hazard Logs and be reviewed by the Safety and Security Review Committee (SSRC). The SSRC represents key department managers that has the ability to make decision and employ multiple disciplines at UTA and has access to higher level budgeted solutions.

II 1.1.5 Safety Department Hazard Logs

Safety Administrators (SA) are responsible for the maintenance of Safety Department Hazard Logs. They ensure that hazards meeting defined criteria are entered onto the Safety Department Hazard Logs. Hazard rating can be assigned by the either the Safety Administrator or the SSRC. The following are Specific hazards that are identified and mitigated at the corporate level:

- a. Unacceptable hazards (High Hazards);
- b. Hazards identified from audits from outside agency's (UDOT SSO, FTA, FRA, OSHA)
- c. Hazards identified from accident investigations;
- d. Hazards where corrective action will cost more than \$25,000;
- e. Serious or high hazards on local department hazard log over 180 day; or
- f. When warranted by the Safety Department

II 1.1.6 Corrective Action Plan (CAP)

Corrective action plans are utilized within UTA for hazards that meet certain criteria. The hazards identified in the section above require the usage of a corrective action plan.

In the following instances corrective action plans must receive prior approval by the SSO Manager before corrective action plans may be carried out:

- a. Unacceptable hazards (High Hazards);
- b. Audit findings from regulatory agencies resulting in Non-conformance (UDOT, FTA, FRA, OSHA);
- c. Accident investigations requiring corrective action,
- d. Testing or audits of Industrial Hygiene which potentially exceed OSHA PEL limits

CAP's are assigned a specific tracking numbers by Safety Administrators and are placed on the Safety Department hazard log with its associated hazard. CAP's must contain at a minimum:

- a. A person of responsibility for the corrective action
- b. A proposed completion date
- c. Plan approval when applicable

II 1.1.7 Corrective Action Plan Development

Corrective action plans are developed by department managers/designee in conjunction with the Safety Department and associated safety committees (Local Safety Committee, SSRC, and GMSSC). Accident Evaluation Groups are also utilized when developing CAP's resulting from hazards identified after an accident. Safety Administrators ensure that the CAP process is followed and properly tracked until it is closed. Corrective action plans may be tracked on hazard logs or on a CAP form.

II 1.2 Hazard Process Overview

UTA's hazard process includes light rail, S-Line, commuter rail, and bus systems. The following lays out an overall description of how hazards are identified, evaluated, analyzed, controlled or eliminated, tracked and reported to UTA senior management and UDOT State Safety Oversight.

- a. The Safety Administrators assigned to TRAX, FrontRunner, and Bus are the primary points of contact (POC) for the hazard management process.

- b. Safety Committee members for rail and bus identify, evaluate, and analyze hazards.
- c. The Safety Administrator will enter identified hazards into the hazard log for that mode (bus, TRAX or CR-rail).
- d. The Safety Administrator and or committee develops a Corrective Action Plan (CAP) for each unacceptable and undesirable hazard entry and identify point of contact or owner of the hazard and places this information on the hazard log for tracking purposes.
- e. CAP's may also be identified as a result of accident investigation. (See Corrective Action III 2.4)
- f. Safety committee members also participate in the evaluation and control or elimination of the hazard.
- g. Hazards must be mitigated at the lowest level possible. However, when a hazard is identified as having a mitigation that involves multiple departments, or requires cost or changes beyond the safety committee or department abilities or budgets the hazard will be elevated to the Safety and Security Review Committee (SSRC). The SSRC represents key department managers and has the capability to employ multiple disciplines at UTA and has access to higher level budgeted solutions.
- h. Recommendations/Results from Contractor or Internal audit, testing, industrial or environmental sampling results requiring corrective actions will be placed in the hazard log for follow up and possible need for retesting for compliance with Safety or environmental requirements.
- i. If mitigation or control of a hazard is not achieved through the SSRC, the hazard mitigation process may be elevated to the General Manager's Safety and Security Committee (GMSSC) for final resolution.

II 1.3 Hazard Identification

Identification of hazards is the responsibility of all UTA employees and contractors. The continuous identification, monitoring, and elimination of hazards is key to an effective system safety program.

- a. Hazard identification methods include, but are not limited to the following:
 - b. Observation, inspection, and interaction of all UTA employees and contractors,
 - c. Reports from safety committee members, passengers, customer service, and field personnel,
 - d. Evaluation of accidents, incidents, near misses, to include data trends and projections.
 - e. Preliminary Hazard Analysis (PHA) of a design or new construction,
 - f. Safety certification, system integration testing, pre-revenue testing, system modification, configuration management verification, and inspection processes,
 - g. Operation Hazard Analysis (OHA) of revenue operations
 - h. Internal and external safety audits, inspections, observations, defects, findings, observations, violations, and reviews
 - i. Controller logs, daily operating clearances/bulletins, and training feedback
 - j. "Lesson learned" inputs.
 - k. Review of applicable regulatory codes and standards
 - l. "NTSB, FRA, FTA,SSO, OSHA, safety recommendations, guidance, initiatives, and alerts
 - m. Nonconformance Reports, Corrective Action Reports and Preventive Action Reports (NCR,CARS and PARS) that may arise from UTA ISO 14001 Environmental and 9001 Quality, or OHSAS 18001 Safety Management Systems audits.

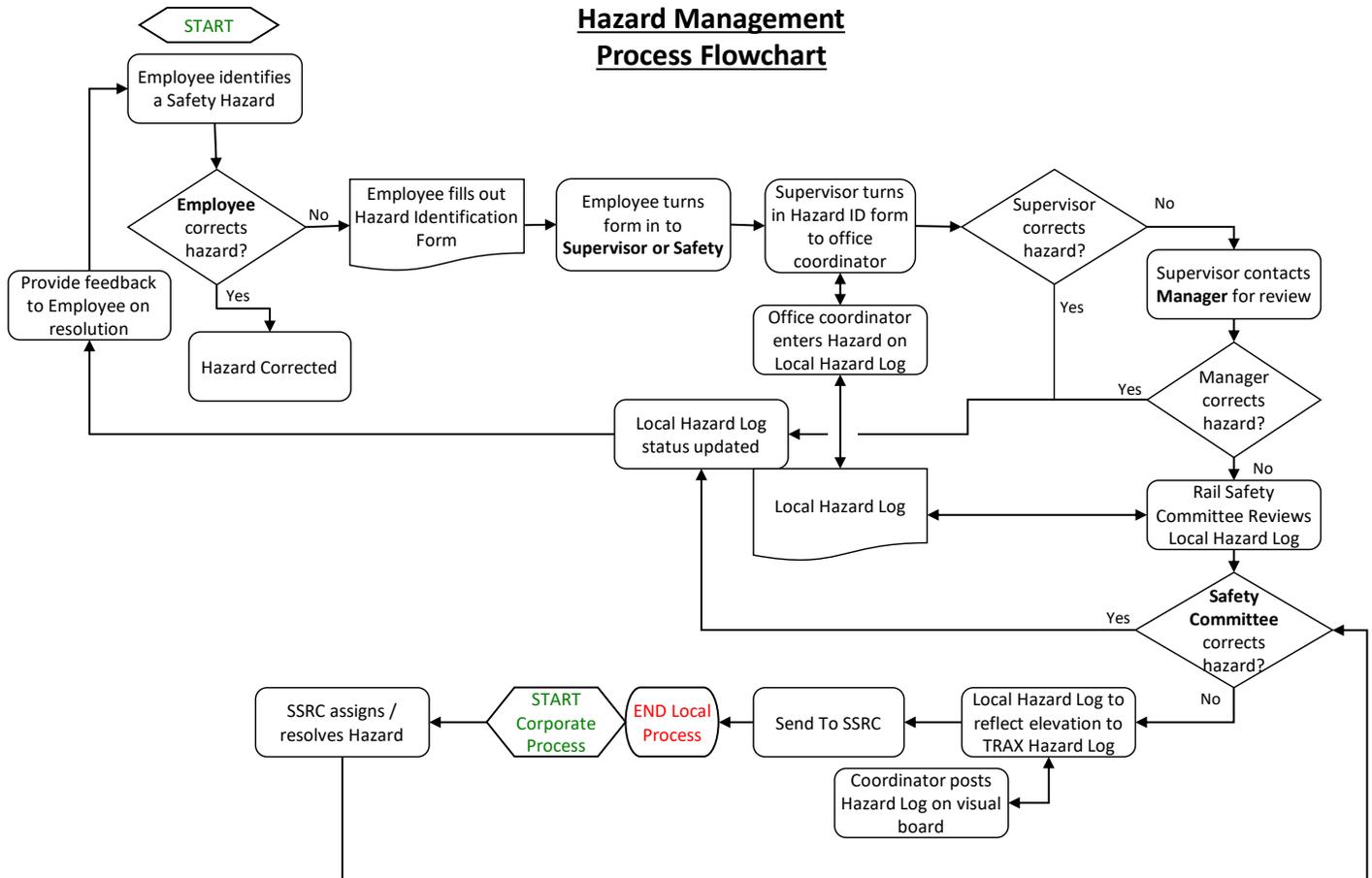
Examples of observed hazards may include:

- a. An uneven sidewalk joint that could cause a trip and fall
- b. Opening in a section of corridor fencing which allows access of a trespasser
- c. A forklift that has an oil or hydraulic leak
- d. Ice formation on stairway
- e. Missing fire extinguisher in a maintenance shop

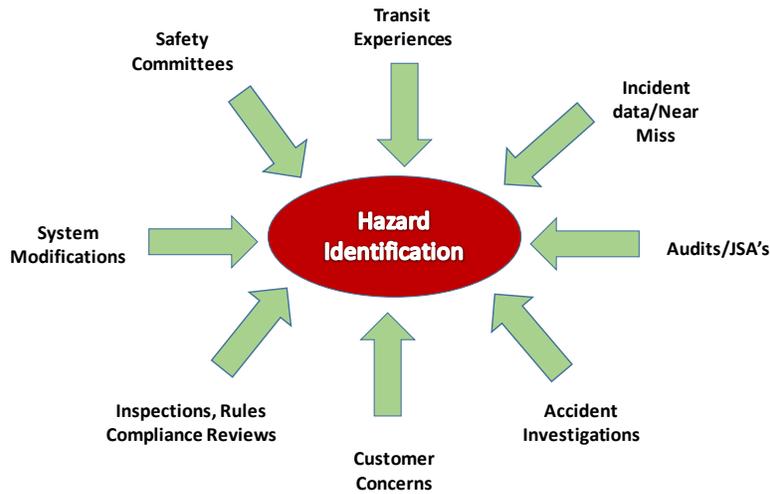


The UTA hazard logs (by mode - Bus, CR, TRAX) are managed by the Safety Administrators (SA). Hazards identified by an employee to his/her supervisor may be resolved by the employee and supervisor. For example, a discharged fire extinguisher may be identified by an employee and brought to the attention of his/her supervisor and the supervisor gives the employee authorization to order a newly charged extinguisher from the supply room for a replacement. If the supervisor is unable to solve the identified hazard, he/she will forward the hazard to a safety committee representative to be brought to the safety committee for resolution. The safety committee and SA will review the hazard and assign an initial hazard rating (IHR) and place the hazard on the hazard log to be tracked. The following flow process is followed by employees in identifying and correcting hazards at the employee/supervisor level and actions taken to move the hazard to the safety committee and beyond if necessary.

Hazard Management Process Flowchart



Hazard Control Flow Chart
Revision 3.0
10/26/17



Potential Sources of Hazard Identification

II 1.4 Hazard Investigation, Evaluation, and Analysis

UTA is currently in the process of developing a data base where events and observed hazards can be tracked and analyzed for leading indicators of potential hazards. This will allow management to be proactive in correcting hazards.

Safety concerns should be identified and corrected at the lowest level (employee/department) as soon as practicable. Safety concerns that are not eliminated at this level are reported to the Safety Administrator. Reported concerns will be assessed by the SA and or safety committee to determine if a safety hazard exists and assign an initial hazard rating (IHR).

II 1.4.1 Root Cause Analysis and accident evaluation

Hazards are investigated through evaluating accidents, incidents, and close calls. Hazards originating from accidents are reviewed by the Safety Administrator and accident evaluation groups as necessary. As part of evaluating accidents and incidents, root cause analysis is used to help focus on the bottom-line fundamental cause and determine the most effective solutions to mitigating hazards. The primary purpose of the accident evaluation group is to determine the cause of the accident and any contributing factors that may have contributed to an accident. A third party expert may be used to assist with an investigation if it is deemed necessary.

II 1.4.2 Hazard Reporting Threshold to UDOT

UTA will notify UDOT of all hazardous conditions that affect the immediate safety or security of the rail system. At a minimum, UTA notifies UDOT within one business day, according to the notification procedures in the UDOT standard, of hazardous conditions that are rated as HIGH and set forth in the transit agency's Hazard Identification/Resolution Matrix.

UTA is responsible for assigning severity/probability ratings to hazardous conditions. UTA will include in its hazard log and hazard management process all hazardous conditions, accidents, incidents, occurrences, and discoveries that meet the criteria listed below:

- a. Accidents or Incidents involving individuals working in the transit agency-controlled right of way that are investigated by the transit agency.
- b. Malfunctions of safety-critical systems that could result, or have resulted in catastrophic or single-point failure.
- c. Broken or missing safety-critical equipment, infrastructure, or systems that could result, or have resulted, in employee or passenger injury, or damage to UTA property.

- d. Discoveries of systemic or patterns of employee non-compliance with transit agency rules and procedures.
- e. Rail transit vehicle collisions with fixed objects on the mainline or in the yards.
- f. Rail transit vehicle derailments in the yards.
- g. Face-up or near miss of rail vehicles.
- h. Grade crossing warning system activation failure.
- i. Speed restriction or track closure due to track or facility damage.
- j. Fire or smoke on the track, on a vehicle, or in a facility.
- k. Broken or loose wheel or axle.
- l. Fallen or dragging rail vehicle equipment
- m. Split switch without derailment
- n. Train uncoupling in revenue service.
- o. Signal violation or overrun.
- p. Unauthorized train encroachment or overrun into work zone.
- q. Vehicle door openings on the wrong side, off station platforms, or during train movement.
- r. Incapacitated operator in revenue service.
- s. Exposed energized electrical conductors or equipment that can be contacted by passengers or employees.
- t. Employee or patron electric shock.

II 1.4.3 UTA Hazard Analysis Matrix (21 Box)

UTA's hazard analysis matrix shown below, provides the ability to assign hazards a specific hazard rating based on a combination of severity and probability. Hazards may be rated as HIGH, SERIOUS, MEDIUM, LOW, and ELIMINATED.

SEVERITY					
Severity Level		Injury or Occupational Illness	Other than Injury		
			Property Damage (PD)	System disruption (SD)	Evacuation
1	Catastrophic	Death (does not include suicides, or death by natural causes)	> \$ 250,000;	> 24 hrs	Fire / Life Evacuation
2	Critical	Fracture, Severe Bleeding, Paralysis, Brain injury, Dismemberment	\$250,000 – \$100,000	12 - 24 hrs	
3	Marginal	Bruising, Abrasions, Bleeding, Sprains/Strains (Ambulance transport)	\$100,000 – \$25,000	4 – 12 hrs	
4	Negligible	Bruising, Abrasions, Sprains/Strains (No Ambulance transport)	< \$25,000;	< 4 hrs	

Hazard severity is a subjective measure of the worst credible mishap resulting from personnel error, environmental conditions, design inadequacies and/or procedural efficiencies for system, subsystem or component failure or malfunction. Hazard severity is ranked as shown above.

PROBABILITY					
Probability Level		Likelihood of event in life of an Specific item	MTBE*in Operating Hours (oh)	Occurrence within Fleet or Inventory	MTBE in days
A	Frequent	Will occur frequently	< 1,000 OH	Continuously Experienced	1 per month
B	Probable	Will occur several times	1,000 – 100,000 oh	Will occur frequently	1 per year
C	Occasional	Likely to occur sometimes	100,000 – 1,000,000 oh	Will occur several times	1 per 2 years
D	Remote	Unlikely but possible to occur	1,000,000 - 100,000,000	Unlikely, but can be expected to occur	1 per 5 years
E	Improbable	So unlikely, assumed occurrence may not be experienced.	> 100,000,000 oh	Unlikely to occur, but possible	1 per 10 years
F	Eliminate	Actions taken to remove the hazard / conflict	Never	Will not occur	N/A

*Mean Time Between Events The likelihood that hazards will be experienced during the planned life expectancy of the system can be estimated in potential occurrences per unit of time, events, population, items, or activity. The probability may be derived from research, analysis, and evaluation of historical safety data.

UTA Risk Assessment Matrix		SEVERITY			
		1. Catastrophic	2. Critical	3. Marginal	4. Negligible
PROBABILITY	A. Frequent	High	High	Serious	Medium
	B. Probable	High	High	Serious	Medium
	C. Occasional	High	Serious	Medium	Low
	D. Remote	Serious	Medium	Medium	Low
	E. Improbable	Medium	Medium	Medium	Low
	F. Eliminated	Eliminated			
Resolution Requirements					
High *		Unacceptable	correction required		
Serious		Undesirable	correction may be required, decision by management		
Medium		Acceptable w/ review	with review and documentation by management		
Low		Acceptable	without review		
Eliminated		Acceptable	no action needed		

November 2017 Update

II 1.4.4 Hazard Severity

Hazard severity is a subjective determination of the worst case that could be anticipated to result from human error, design inadequacies, component failure or malfunction. The categories of hazards based on the modified MIL-STD-882 are as follows:

Category 1 Catastrophic - Operating conditions are such that human error, design deficiencies, element, subsystem or component failure or procedural deficiencies may cause death or major system loss and require immediate termination of the unsafe activity or operation

Category 2 Critical - operating conditions are such that human error, subsystem or component failure or procedural deficiencies may cause severe injury, severe occupational illness or major system damage and require immediate corrective action.

Category 3 Marginal - Operating conditions are such that they may result in minor injury, occupational illness or system damage and are such that human error, subsystem or component failures can be counteracted or controlled.

Category 4 Negligible - Operating conditions are such that human error, subsystem or component failure or procedural deficiencies will result in less than minor injury, occupational illness or system damage.

The categorization of hazards is consistent with risk-based criteria for severity; it reflects the principle that not all hazards pose an equal amount of risk to personal safety.

II 1.4.5 Hazard Probability

The probability of a particular event or a specific hazard occurring may be defined as a non-dimensional ratio of the number of times that a specific event occurs to the total number of trials in which this event will occur during the planned life expectancy of a system. Generally, hazard probability is described qualitatively in potential occurrences per units of time, miles, trips/runs or passengers carried. A hazard probability may be derived from the analysis of transit system operating experience, evaluation of UTA safety data, the analysis of reliability and failure data, or from historical safety data from other passenger rail systems or bus systems. (see Matrix)

II 1.4.6 Hazard Ratings

UTA has adopted a system for assessing the level of risk for each identified hazard to determine what action(s) must be taken to correct or document the hazard risk. This assessment system has been incorporated into the formal system safety analysis which enables the Safety Administrators or safety committees as decision makers to understand the amount of risk involved in accepting the hazard in relation to the cost (schedule, cost, operations) to reduce the hazard to an acceptable level.

The Hazard Matrix (1.4.3) identifies the hazard risk index (HRI) based upon hazard category and probability and the criteria for defining further actions based upon the index.

HIGH risk hazards that receive an unacceptable initial hazard analysis made by management, safety committee or the Safety Administrator receive immediate attention/control. A high hazard rating requires corrective action. Hazards that receive a high hazard rating will be elevated from the local hazard log to the appropriate Safety Department hazard log.

SERIOUS hazards that are undesirable may require corrective action and decisions by management. Hazards that receive a serious hazard rating will remain on the local hazard logs no more than 150 days before being moved to the appropriate Safety Department Log.

MEDIUM hazards may be acceptable with review by management. Events from a medium hazard are less likely to occur and are less severe in nature.

LOW hazards do not require review and are acceptable.

ELIMINATED hazard is no longer present.

II 1.5 Hazard Control, Elimination, and Tracking

Safety critical hazards that have been identified must be controlled or eliminated so that the hazard does not continue to pose a danger. This may be done in a temporary manner as long as the hazard is controlled until a long term fix has been implemented. The process of controlling, tracking, and elimination, of hazards is recorded on the hazard log. The hazard log is forwarded to UDOT SSO on a monthly basis.

All hazard log entries that receive a serious or high hazard rating will require the development of a corrective action plan (CAP).

Corrective action plans include the following information:

- a. Element of activity identified as deficient
- b. Planned activities to resolve deficiency
- c. UTA department responsible for implementing corrective action
- d. Scheduled completion date for implementation
- e. Estimated cost of implementation

Hazard log entries with their associated corrective action plan are reviewed regularly by the safety department, safety committees, UDOT SSO and periodically reviewed by executive management. CAP's may be tracked and sorted from the hazard log. When a CAP is closed the hazard log will reflect this action and a closed date. Individual CAP files are stored in the Safety Department folder by hazard tracking number under hazard management.

II 1.5.1 Hazard Resolution and Elimination

Hazard resolution is defined as the analysis and subsequent actions taken to reduce the hazard to the lowest level practical and the risk associated with an identified hazard. Hazard resolution is not synonymous with hazard elimination. In a transit environment, there are some hazards, which are impossible to eliminate and others, which are highly impractical to eliminate. Reduction of risk to the lowest practical level can be accomplished in a variety of ways from protective and warning devices to special procedures.

1. Design out or design to minimize hazard severity. To the extent permitted by cost and practicality, identified hazards will be eliminated or controlled by the design of equipment, systems and facilities.
2. Hazards that cannot reasonably be eliminated or controlled through design will be controlled to the extent practicable to an acceptable level through the use of fixed, automatic, or other protective safety design features or devices. Provisions will be made for periodic functional checks of safety devices and training for employees to ensure that system safety objectives are met.
3. When design and safety devices cannot reasonably nor effective, eliminate or control an identified hazard, safety warning devices will be used (to the extent practicable) to alert persons to the hazards.
4. Where it is impossible to reasonably eliminate or adequately control a hazard through design of the use of safety warning devices, procedures and training will be used to control the hazard.

II 1.6 Hazard Tracking

Each CAP developed for Serious or High hazards, from investigations or deficiencies will be submitted to UDOT SSO as required for initial review and approval. The CAP form will be assigned a tracking number and placed on the Hazard log with its identified hazard. Upon completion of the corrective action the safety department will submit the CAP to UDOT SSO for adoption. The completed CAP is formally adopted by receiving UDOT SSO's signature. The Hazard Log will then be updated to show the status of the identified hazard with its CAP to "CLOSED".

UTA will monitor all Corrective Action Plans with the use of the UTA Hazard Log and will provide UDOT with an updated hazard log monthly.

Internally, the safety department will coordinate with the appropriate department to develop a Corrective Action Plan (CAP) and fill out a CAP form for the identified hazard. The CAP form will be assigned a tracking number and placed on the hazard log with the corresponding hazards for tracking purposes.

For hazards that receive a medium or low rating, the use of a corrective action is optional depending on the complexity and ability to correct the identified hazard; e.g. clearing shrubs or trimming branches of a tree. UTA will coordinate with the UDOT SSO to determine if a CAP is necessary for medium or low hazards.

II 1.7 Ongoing Reporting To State Safety Oversight Agency

The Safety Administrator will review the current status and identify any issues with the resolution action and dates. The hazard log, at a minimum is provided to the SSO monthly

All hazards identified and rated as unacceptable hazardous conditions will be separately tracked and reported to UDOT along with the corrective action plans for each unacceptable hazardous condition found. All hazards identified and rated as unacceptable hazardous conditions will be separately tracked and reported to UDOT with determination of an unacceptable hazardous condition.

UDOT will notify UTA in writing of its acceptance or rejection of the corrective action plan and in accordance with procedures specified in the UDOT SSO standard. The UTA CAP form requires the UDOT SSO to sign and date the CAP indicating the assigned resolution and completion of the CAP. The CAP is maintained in the Safety Department files and is identified by a specific hazard log identifier tracking number. After a hazard has been resolved, it will be assigned its final hazard rating.

II 1.8 Job Safety Briefing

Hazards that are identified in the work area need to be recorded on the hazard log which is maintained by the Safety Administrator to the specific transportation mode at UTA. All employees are encouraged to identify and control or resolve hazards at the lowest management level possible. Employees that perform job tasks are required to discuss job tasks and identified hazards that are associated with those tasks or job steps during job briefings. Identified hazards that cannot be controlled with PPE or procedures must be resolved or mitigated through the hazard management process.

II 1.9 Safety Management System (SMS)

Under the SMS employees are asked to be aware of their surroundings, processes, or work areas and to observe and report all hazardous conditions or potentially hazardous conditions to their supervisor. Along with their supervisor, the employee should work to mitigate those hazards.

Prevention of hazardous conditions prior to an injury or equipment damage occurring is the goal of SMS. Compliance with regulatory standards such as OSHA, FRA and UDOT is a primary goal of maintaining ongoing certifications. Annually, a certified registrar will audit UTA and determine compliance with the requirements of all three management systems. Preventive hazards are documented and placed on a division (Bus, LRT, FR) Preventive Hazard Log. Each hazard is evaluated and assessed as to the potential injury or equipment damage that could occur if a mishap or injury took place. An initial hazard rating (IHR) is assigned to each hazard. Corrective action that is implemented and hazard mitigation will reduce the hazard frequency or severity and thus reduce the final hazard rating (FHR). The UTA Risk Assessment Matrix (21 Box) is used to evaluate hazards. Hazards rated with a High or Serious FHR must be mitigated and reduced to an acceptable level.



Additional information on these management systems can be obtained on the SharePoint Intranet site under Document Control, Centralized Management Systems.

II 2 Hazardous Materials Program

II 2.1 Management of Hazardous Materials

For any hazardous chemical used or stored in the workplace, UTA must maintain a safety data sheet (SDS). A SDS is a chemical safety instruction sheet that informs employees of specific safety or health hazards of chemicals in the work place, & gives directions to employees for Protective Equipment (PPE) i.e. goggles, gloves, respirator, safety glasses, etc. All safety data sheets are accessible through an Intranet-based system <http://www.utahtransit.msds.com/MSDSSearch.aspx?fm=0&tb=0>. A quick link to this web site is also available through the Sharepoint Site and on every UTA desktop home screen.

A list of hazardous chemicals is submitted to the state emergency response commission (SERC), local emergency planning committee (LEPC), and local fire department. UTA facilities must also report an annual inventory of these chemicals by March 1 of each year to their SERC, LEPC, and local fire department. The Environmental Department has been given this reporting responsibility. The information must be made available to the public.

Reporting requirements have been limited by quantity. UTA submits an annual Tier II chemical inventory report for the six facilities that are subject to reporting.

The common hazardous materials transported to or from and used by UTA that are subject to reporting as described in 49 CFR are:

- a. Diesel Fuel
- b. Gasoline
- c. New and used oil
- d. Antifreeze (ethylene glycol)
- e. Lead acid batteries (sulfuric acid)

The liquids are stored in tanks or drums within secondary containment. UTA also uses many hazardous chemicals contained in soaps, solvents, brake cleaners, paints, and aerosols. These hazardous materials are described in the product-specific safety data sheets (SDS) as outlined in 29 CFR 1200 (Right to Know).

UTA has small quantity generator and conditionally exempt generator status of hazardous waste at various facilities. Hazardous waste, as defined in 40 CFR, is a hazardous material that has outlived its usefulness or has become contaminated through use. Hazardous wastes, can be generated by:



Discarding a hazardous material (oil-based paint, pesticides, some soaps, expired products)

Using a product (used batteries, fluorescent lamps, HID lamps, paint thinner, aerosol dregs)

Any hazardous substance generated from a process or procedure critical to maintenance or operations of Frontrunner, TRAX or Bus.

Hazardous wastes are stored in closed containers and can be collected in satellite accumulation areas. These containers are labeled as hazardous waste and are located near where the waste is generated. The environmental compliance administrators are responsible for preparing appropriate manifests, scheduling hazardous materials transportation, and final disposal.

III. ASSURANCE



III ASSURANCE

Pillar III of the Transit Agency Safety Plan is **Safety Assurance**, which outlines how UTA implements, measure and reviews processes to ensure that it remains in compliance with established standards. These processes and reports will provide the confidence to UTA leadership that the organization and system is functioning within an acceptable level of safety. The audits, inspections, rules checks and compliance verification procedures are described, required schedules are established and acceptable measures are identified.

III 1 Internal Safety Audit/Review Program

49 CFR § 673, identifies requirements for planned and scheduled internal safety audits. They are performed to evaluate compliance with UTA's Transit Agency Safety Plan (TASP). All TRAX rail service departments and functions are subject to review. UTA's Internal Safety and Security Audit/Review Programs contain a comprehensive series of processes utilized to determine the compliance and effectiveness of UTA's TASP/ System Security Plan (SSP) and Emergency Preparedness Plan (EPP), which are applicable to all departments or functions.

The ED has delegated authority to establish and implement the TASP to the Director of Safety & Security (DSS) who oversees the safety performance functions of UTA. The DSS has the responsibility to develop and implement programs to promote safe operations to reduce or eliminate accidents and to monitor TASP compliance and maintenance.

The DSS assigns responsibility and authority to the ISO Internal audits programs coordinator, the Safety Administrators, and assigned internal auditor team members to interface with UDOT SSO, to provide the internal oversight of the rail TASP compliance; and to oversee the internal safety audits.

The audits program coordinator, currently performed by the Environmental Compliance Administrator, utilize UTA's audit team members who conduct ongoing, planned, and scheduled internal safety audits, reviews, and inspections of UTA's departments and functions to evaluate compliance with TASP requirements. The audit coordinator also measure the overall effectiveness in achieving the goals and objectives of the TASP. UTA audit team members use a checklist approach to determine compliance based on 49 CFR 659 regulations and is in the process of developing 49 CFR 673 compliant audit checklists which will go into effect when UTA become 49 CFR 673 compliant.

Per 49 CFR Part 225, UTA is committed to complete and accurate reporting of accidents, incident and injuries in our system. We encourage employee reporting and will not tolerate harassment or intimidation to discourage reporting. UTA collects reports for reportable incidents. These incidents are reviewed at AEG's and any applicable CAP's are assigned to mitigate risks found. Reports submitted to the FRA are audited annually to ensure accurate and complete reporting.

The ISO Internal audits programs coordinator will ensure that auditors are independent from the first line of supervision responsible for the activity being audited. This means that audit team members will not be assigned to audit the workgroup they are assigned to. As an example, Safety Department personnel will not be assigned to audit other Safety Department personnel.

UTA uses the "Recommended Best Practices for States Conducting Three-Year Safety Reviews" document produced by the FTA Office of Safety and Security from March 2009. This document identifies eight (8) types of verification methods that can be used by the internal auditors to perform the 21 TASP elements three-year audits, which are listed below. These are the same guidelines that the State Safety Oversight (SSO) uses for UTA three-year Triennial audits. It is recommended that the internal auditors use more than one method to verify compliance. Depending on the area being inspected a field visit, which allows, observation of processes and personnel may be required.

1. Document Review: sampling the UTA TASP and referenced and or supporting procedures to ensure that each required element of the State's Program Standard and 49 CFR part 673 is addressed. (this reference and requirement is noted on the Internal Audit Form for the element being audited)
2. Rules Review: Sampling of UTA operating rules and bulletins and maintenance rules and procedures to determine if they have been reviewed and updated on a regular basis, if they have been distributed to

appropriate UTA personnel as specified in the TASP, if training has been offered, and if this process has been tracked. Rules compliance is verified by supervisors. Auditors should ask supervisor personnel and or Safety personnel to provide examples of Rules Checks which have been accomplished during the previous audit period. Safety personnel observe/audit supervisors to verify that they are conducting Rules Checks. Auditors should verify that these processes are occurring.

3. Records Review: Sampling of the UTA records for evidence of implementation of the TASP and referenced or supporting procedures. Records reviewed and or sampled may include, but not limited to, training records, records of employee rules compliance checks, internal safety audit reports, maintenance inspection reports, minutes of safety committee meetings, etc.
4. Interviews with UTA Senior Management: discussions held with senior UTA management, including the UTA Executive Directors, to assess their knowledge of the UTA safety program, as specified in the TASP and referenced or supporting procedures, and to gauge their commitment to the safety program.
5. Interviews with UTA Safety personnel: Discussion held with UTA safety personnel, including the Safety and Security Director, to assess implementation of the UTA safety program, to identify issues in its implementation, and to highlight areas of compliance and non-compliance with Part 673 requirements. Safety personnel should provide evidence of system rides, interviews with operators, mechanics, supervisors and passengers to assess safety compliance and or hazard observations throughout the system.
6. Interviews with other UTA personnel: Discussions held with other UTA personnel (including a representative sample of rank and file operations and maintenance personnel) to verify their understanding of requirements specified in the TASP and referenced or supporting procedures.
7. Field Observations: Some departments and functions REQUIRE the auditors to make field or work area observations. This requirement will be noted on the Internal Audit Checklist for that specific area and auditors may be required to schedule times when specific field work is being done to allow for observations to be conducted. Observations and sampling conducted on-site at the UTA to observe implementation of the processes and procedures described in the TASP and supporting or referenced documents, procedures and materials related to the UTA safety program. Although auditors are not expected to be experts in Rules or mechanical processes they should make field observations to verify that supervisors, who are technical experts, are performing and documenting technical field observations of operators, mechanics, MOW, Facilities Maintenance, etc. Field observations should also certify that rules compliance rules compliance, technical tests performed, repairs, etc. are being observed/documented.
8. Inspections and Measurements: Inspections and measurements conducted on-site at the UTA to ensure that the UTA infrastructure and equipment is maintained according to specifications identified in the UTA standards, procedures and equipment manuals. Auditors should verify that supervisors are performing periodic rules and preventative maintenance on equipment checks. This can include reviews of key performance indicators (KPI) matrix, preventive maintenance schedules, work orders, etc.

NOTE: Each of these verification methods has specific strengths and limitations. To adequately assess implementation of each TASP elements required in 673, FTA believes that more than one verification method should be used.

UTA has developed an Internal Audit Checklist for each of the 21 element/areas of the TASP. The Check lists include the elements to be assessed, the eight (8) on-site verification methods, and recommendations for how these methods can be applied to each of the specific elements. If a specific checklist item does not have applicability to the audit topic the auditor should note that item as not applicable (N/A), with a brief description to include personnel visited with and processes discussed.

Audit teams may conduct field observations to make observations of the work process in the area being audited. Auditors should interview supervisors to verify compliance with rules and procedures. In addition to completing audit checklists, supporting documentation for verifying compliance with rules checks and compliance verification may also be submitted to the Internal Audit Coordinator as part of the audit. This will verify that rules checks and observation are an ongoing practice within the departments. Supporting documentation may be obtained from safety personnel and department supervisors. See appendices C, D, and E for samples of the internal audit inspection checklists and schedule.

The audit team members will complete the Audit Checklist by completing all applicable verification methods of “Recommended Activities” used during the audit. Include copies of rules, processes, charts, etc. discussed as evidence of compliance or of non-compliance of specific requirements. In conjunction with the Safety Department and Internal Audit Coordinator will make a determination of “compliance” when a department or function is substantially adhering to the TASP requirements. Determination of compliance may include recommendations for improvement of TASP process activities, or prevent future determinations of non-compliance. The department or function will review the recommendation and consider measures to improve process activities. In the event the department or function is substantially not adhering to the TASP, then a finding of non-compliance, along with a corrective action plan (CAP) will be issued to the department. That department is required to sign accepting responsibility to respond to or resolve the CAP and to provide a planned completion date. The CAP form contains a section for a proposed corrective action as well as a corrective action resolution to be filled in by the assigned department. Managers of departments have the responsibility to take corrective actions plan as recommended by the audit team reports. Upon completion the CAP must be adopted by the Safety Department, and by UDOT if required. Corrective action plans developed from audit findings of non-compliance with recommendations, and from compliance with recommendations are reviewed, accepted, and placed on the hazard log for tracking purposes by the Safety Department and Safety and Security Management Review Committee (SSRC) in coordination with UDOT SSO. Matters that are not resolved by the SSRC are referred to the GMSSC committee.

Each department or function is required to be audited as per UDOT’s Rail Transit State Safety Oversight Program Procedures and Standards. The Safety Administrator is responsible for developing a three-year schedule for all internal audits. This schedule is distributed to all affected departments and to the state safety oversight manager. The schedule is furnished as a separate document to UDOT SSO.

UDOT is invited to participate in all internal audits. The Safety Administrator or audit team leader notifies the UDOT State Safety Oversight office at least 30 days prior to conducting an internal audit so that UDOT may schedule and participate in those audits as desired.

The internal audit coordinator notifies all affected departments and provides the manager of the department with a current checklist of audit requirements. Sufficient time is given to the department to prepare all necessary materials for the audit.

The Safety Administrator completes individual audit reports and submits them to UDOT within 30 days of audit completion. In addition the annual safety audit report, detailing UTA’s internal safety and security review activities are submitted for the past year, with subsequent findings. The report is certified by the Executive Director, and forwarded to UDOT, on or before February 15 of the following year.

III 2 Accident Notification, Investigation, and Reporting

III 2.1 Notification Thresholds

III 2.1.1 Internal Notification

Initial internal incident/accident notification is initiated by UTA control centers (TRAX, FrontRunner, bus, special services, and police dispatch) electronically via text message and e-mail through the UTA emergency notification list, and the go team notification list, according to corporate policies and procedures, NO. 4.3.7 "Emergency Notification" and as specified by rail service SOPs and the TASP.

The controller will initiate internal notification resulting in the following: (TRAX SOP 109.08)

- a. events resulting in possible injury or death of persons
- b. Fire
- c. Hazardous materials spill or release
- d. Other situations that may require response by local emergency personnel

Electronic notification requires the following information:

- a. Time, date, location, and direction of travel
- b. Type of accident and description of event
- c. Number of persons injured (transported)
- d. Estimated damages

Workplace injuries that require the first report of injury form to be completed will require supervision to notify the Safety Department at the time of the events.

III 2.1.2 UDOT/SSO Notification

UTA has included on its emergency notification list UDOT's SSO and UDOT TOC. Following an accident, the UTA Safety department will follow up with state safety oversight, in person or by phone email or text message within two hours of any accident that results in the following:

Accidents:

- a. Fatality (occurring at the scene or within 30 days following the accident);
- b. One or more persons suffering serious injury
- c. A collision involving a rail transit vehicle with any other vehicle, person, or object;
- d. A runaway train;
- e. An evacuation for life safety reasons
- f. Any derailment of a rail transit vehicle (yard and mainline)

	Fatality	≥ 1 Injuries w/ Transport	Personal Injury that is not serious	Serious Injury	Damage that disrupts Ops	Collision	Runaway Train	Evac for Life Safety	Derail anywhere	Close Call Vandalism /theft
Accident	X			X		X	X	X	X	
Incident		X	X		X					
Occurrence										X

UDOT SSO contact information:
 Jim Golden, UDOT SSO Manager:
 E-mail: jimgolden@utah.gov
 Cell phone: 801.360.0052

Designated backups:
Brian Allen, UDOT [Designated Back-Up #1]
801.633.6408
brianallen@utah.gov

Robert Miles, UDOT [Designated Back-Up #2]
801.910.2070
robertmiles@utah.gov

III 2.1.3 FRA Notification

For accidents that occur within FRA designated territory (1300 South to 6100 South and From 700 West Freight spur to 5600 West on Mid-Jordan Red Line), the FRA will be notified immediately by telephone by the Safety Department, using the National Response Center (NRC) at 1-(800)-424-0201, of any incident/accident resulting in the following as required by 49 CFR 225:

- a. Death of a rail passenger or a railroad employee
- b. Death of an employee of a contractor to a railroad performing work for the railroad on property owned, leased, or maintained by the contracting railroad
- c. Death or injury to five or more persons
- d. A train accident that results in serious injury to two or more train crewmember or passengers requiring their admission to a hospital
- e. A train accident resulting in evacuation of a passenger train A fatality resulting from a train accident or train accident/incident at a highway-rail crossing when death occurs within 24 hours of the accident/incident
- f. Collision occurring at a Grade Crossing
- g. A train accident resulting in damage of \$150,000 or more to railroad and non-railroad property
- h. A train accident resulting in damage of \$25,000 or more to a passenger train, including railroad and non-rail road property
- i. A collision or derailment on a main line that is used for scheduled passenger service, or that fouls a main line used for scheduled passenger service

III 2.1.4 NTSB Notification

The UTA Safety department will notify the NTSB, by telephone using the National Response Center (NRC) at 1-(800)-424-0201, within two hours of any accident/incident meeting the following criteria per 49 CFR 840:

- a. A passenger or employee fatality or serious injury to two or more crew members or passengers requiring admission to a hospital
 - b. The evacuation of a passenger train
 - c. Damage to a tank car or container resulting in release of hazardous materials or involving evacuation of the general public
 - d. A fatality at a grade crossing
- Notification will also be made, no later than four hours after an accident, regarding any accident resulting in:
- a. Damage of \$150,000 or more for repairs or the current replacement cost, to railroad and non-railroad property
 - b. Damage of \$25,000 or more to a passenger train and to railroad and non-railroad property

III 2.1.5 FTA Notification

In accordance with 49 CFR 674.33, the transit agency must provide notification to FTA of any reportable accident within two hours for the following.

- a. A collision between a rail transit vehicle and another rail transit vehicle.
- b. A collision at a grade crossing resulting in serious injury or fatality.

- c. A collision with a person resulting in serious injury or fatality.
- d. A collision with an object resulting in serious injury or fatality.
- e. Property damage resulting from a collision involving a rail transit vehicle; or any derailment of a rail transit vehicle.

The UTA Safety Department will notify FTA of an accident by contacting the U.S. Department of Transportation Crisis Management Center (CMC) within two hours of a reportable accident by emailing CMC-01@dot.gov (recommended method) or by phone: 202-366-1863.

III 2.1.6 UOSH Notification

The UTA Safety Department will notify Utah OSHA at (801) 530-6901 within 8 hrs. of any workplace accident resulting in the following:

- Fatalities (including heart attacks)
- Admittance to the hospital
- Amputations past the first digit on hand or foot
- Heat, chemical or electrical burns which result in temporary or permanent impairment to the body
- Electrical shocks
- Major bone fractures
- Any loss of consciousness in the workplace
- Permanent or temporary impairment where part of the body is made functionally useless
- Deep cuts
- Sight impairment
- Any injury or illness that may shorten the worker's life or significantly alter a normal physical or mental ability (either temporarily or permanently), such as visual or hearing impairment

III 2.2 Accident Investigation Process

UDOT SSO has formally authorized UTA to conduct its own investigation of Light Rail accidents, and will utilize UTA's investigation as its own investigation, unless UDOT SSO decides to conduct its own investigation. UDOT may decide to conduct an independent investigation in addition to the transit agency's investigation. Accidents that are investigated by UTA are conducted per Corporate Policy 4.5.2 Post Incident Investigation Policy and Transit Services Rail Safety Investigation Procedure.

III 2.2.1 Accidents Investigation

Rail accidents that require two hour notification to the UDOT SSO will be investigated by the Safety department. Rail investigation will be conducted in accordance with the Rail Safety Investigation Procedure. The Rail Safety Investigation Procedure can be found on the Safety Department share drive. A third party investigation (contract expertise) will be assessed on a case by case basis in consultation with UDOT.

III 2.2.2 Workplace Injury Investigations

Workplace injuries that require employees to complete the first report of injury must be investigated at a minimum by a supervisor. If during the investigation process a hazard is identified, the hazard identification form must be filled out and tracked until the hazard is mitigated. In the event of serious injury or death the Safety Department will conduct a formal investigation.

- a. Fatality
- b. Fractures
- c. Injury or illness resulting in immediate admittance to the hospital
- d. Amputation
- e. Deep cuts
- f. Severe burns

- g. Electric shock
- h. Sight impairment
- i. Loss of consciousness or concussions

III 2.3 Reporting Accidents

III 2.3.1 Reporting to UDOT SSO

Reports and corrective actions are available to UDOT which includes all events that meet reportable UDOT thresholds and are reviewed during monthly coordination meetings.

In conducting an accident investigation, UTA will provide UDOT SSO the following:

Preliminary Written Report:	As soon as possible after the accident, but within three business days the transit agency must email preliminary written information, including any accident investigation summary information, preliminary reports from field personnel, and other available information.
Investigation Status Report:	At the request of UDOT SSO, UTA will provide a report indicating status of the investigation, including any significant new reports or report components, and any preliminary investigation conclusions within 10 days of the accident.
Draft Final Accident Report:	Within 30 days of the accident, the Safety department will submit a draft final report to UDOT SSO for acceptance. This report will include the corrective action plan (CAP) as approved by the UTA Accident Evaluation Group (AEG). If UTA requires additional time to complete the investigation activities, then UTA shall request additional time from UDOT SSO.
Final Accident Report:	After UDOT adopts the draft accident report, as signified by the SSO's signature, UTA will create a non-alterable version of the final report and submit it to UDOT SSO. UTA will retain final reports on the safety network drive.

The Draft Final Report must contain the following information, at a minimum:

- a. Executive summary
- b. Sequence of events, including a comprehensive description of injuries, fatalities, and property damage with estimated dollar value
- c. Clear description of events before, during, and after the accident/incident
- d. Findings and analysis, including investigation activities
- e. Description of the investigation process and methodology
- f. Description of post-accident/incident testing and research conducted
- g. Conclusions, including any findings
- h. Probable and contributory causes
- i. Recommendations to prevent reoccurrence
- j. Supporting analysis to defend any recommendations made
- k. Short- and long-term actions
- l. Changes to rules, policies, or procedures
- m. CAP(s) to address any findings resulting from the investigation.

UDOT reports all reportable FTA events in an annual report.

III 2.3.2 Reporting to FRA

The UTA Safety department will submit required reports Per 49 CFR 225, for accident/incidents using the AIRGNET reporting software, for accidents/incidents that occur within FRA operating territory.

III 2.3.3 Reporting to National Transit Database (NTD)

As part of complying with reporting requirements to the Nation Transit Database, UTA will submit monthly safety summary event reports (S&S-50) and any major event report (S&S-40) forms for both bus and light rail operations that meet reporting thresholds defined by the NTD within 30 days.

III 2.3.4 Reporting within UTA

The UTA safety department reports are made available to the Director of Safety and Security (DSS), VP of Operations, and Regional General Managers (RGM's). Reports will be forwarded by the DSS to the /ED as needed.

III 2.4 Corrective Action

III 2.4.1 Safety Department Review

The Safety department will initiate an investigation to determine causal or contributing factors for events it deems necessary. Findings from the investigation that identify serious or high hazards, will require a corrective action plan and will be placed on the safety department hazard log. The Safety department will then coordinate with the appropriate departments to develop a corrective action plan (CAP) and fill out a CAP for the identified hazard. The CAP form will be assigned a number and placed on hazard log with the corresponding hazard for tracking purposes.

The corrective action plan will contain:

- a. Action to be taken
- b. Proposed completion date
- c. Individual or department responsible for implementation

III 2.4.2 UDOT Review

UTA will develop a corrective action plan (CAP) for submission to UDOT when:

- a. Results from an incident/accident investigation contain identified causal factors that are determined by UTA or UDOT as requiring corrective actions
- b. Hazards or deficiencies are identified from internal and audits performed by UTA or UDOT

The corrective action plan will contain:

- a. Action to be taken
- b. Proposed completion date
- c. Individual or department responsible for implementation
- d. Process or plan for implementation of plan
- e. Date Corrective action plan was opened
- f. Identify noted deficiency/finding/hazard
- g. Cost resolving deficiency, if known or applicable

As part of developing a corrective action plan UTA may employ the use of an accident evaluation group (AEG).

An accident evaluation group will be organized to evaluate the following events:

- a. Fatalities
- b. Incidents involving multiple medical transports from the scene
- c. Major component or system failure

The AEG will be comprised of key UTA staff from varying department that would have a role in the development of the CAP. UDOT will also be an invited member to all AEG meetings and play an active role in identifying casual or contributing factors.

Each CAP resulting from an investigation, or from hazards or deficiencies identified, will be made available to UDOT SSO for review. The CAP form will be assigned a tracking number and placed on the hazard log with its identified hazard. Upon completion of the corrective action the Safety department will submit to UDOT the completed CAP form for adoption, signified by UDOT SSO's signature on the CAP form. The hazard log will then be updated to show the status of the identified hazard with its CAP to "CLOSED".

UTA will monitor all corrective action plans with the use of the UTA hazard log and will provide UDOT with an updated log monthly.

III 3 Safety Data Collection and Analysis

3.1 Data Collection

Safety data is collected and stored by the safety department personnel on a secured network drive (Safety Department S:\\ Drive). It is reviewed, analyzed, and provided to UTA general manager in the General Managers Safety and Security Committee (GMSSC) meetings to assist the organization in eliminating hazards (see appendix B).

Safety critical hazards are identified, investigated, reviewed, resolved, and tracked by the SSRC committee through the UTA TRAX Hazard Log. The hazard log is made available to UDOT SSO at any time through the Safety Department S:\\ Drive. SSO Manager has been given access to this drive to enable UDOT to have access to various data and documents.

Accidents, incidents, and other safety events are recorded and tracked by the Safety Department using the light rail event tracker. The light rail event tracker is provided to the UDOT SSO quarterly prior to the quarterly meeting. It is also stored on the S:\\ Drive which UDOT has access to.

In addition, UTA personnel involved in an accident or incident are required to complete UTA's accident/incident report form (green sheet). On-scene supervisors file supervisor's accident /incident report forms. Copies of these documents, as well as any pictures are copied into the Safety Department drive by the Safety Administrator. Accidents and incidents, require a UTA Safety Administrator to complete a safety department investigation form.

UTA also obtains data from the NTD, US DOT, the National Safety Council, NTSB, APTA, and other transit organizations.

The Safety Administrator reviews TRAX control center's daily logs and records events involving the rail system. Events meeting minimum threshold levels are reported to UDOT, FRA, and FTA as required by current regulations.

System event data is entered monthly into the National Transit Database (NTD) Commuter rail and TRAX accidents occurring in FRA territory are reported to the Federal Railroad Administration using the on-line AIRGnet software provided by FRA.

Other sources of data include:

- Control Logs
- Accident/Incident Reports
- Hazard Logs
- UTA Police Reports
- Employee Training records
- Maintenance Records
- Rules Checks Reports

3.2 Data Analysis

Data collected is analyzed on a regular basis and is used to evaluate safety performance and identify areas potentially requiring corrective action to reduce the number of events. Types of events that are used for this analysis are areas where there is an increase or reoccurrence of accidents, incidents and occurrences as defined by the FTA.

Event data collected is also used to determine goal specific KPI's required by the FTA in specific areas including events, injuries, fatalities and mean time between mechanical failures. Data collected is also tracked on UTA's safety dashboard and projects current accident rates while comparing them to the prior year. This data evaluation is used to determine the effectiveness of implemented mitigations and areas needing further evaluation and corrective action.

Rules checks, close calls and interviews are used as a means of proactive risk mitigation and is tracked on UTA's safety dashboard and is used to find, fix and follow up on hazard identified and tracked on UTA's hazard logs.

3.3 Continuous Improvement

UTA uses the concepts of continuous improvement throughout its entire organization including safety. UTA's utilization of the safety department hazard log and local department hazards logs allows for this process to be utilized. Safety committees review local department hazard logs on a monthly basis and create corrective actions for identified hazards. All closed hazards are documented and kept for historical reference for the purposes of tracking reoccurring hazards that may require additional mitigation. Safety department hazard logs are also reviewed on a monthly basis by the SSRC. The effectiveness of corrective actions that have been implemented are often used to determine if a specific hazard's risk has been sufficiently reduced needed for closure.

III 4 System Modifications (Management of Change)

System Modifications at UTA refer to changes in operating systems that require review and approval by the agency. System modifications at UTA utilize the Management of Change (MOC) process. The Safety and Security Review Committee (SSRC) chaired by the Safety Manager provides direction and oversight of any system modification.

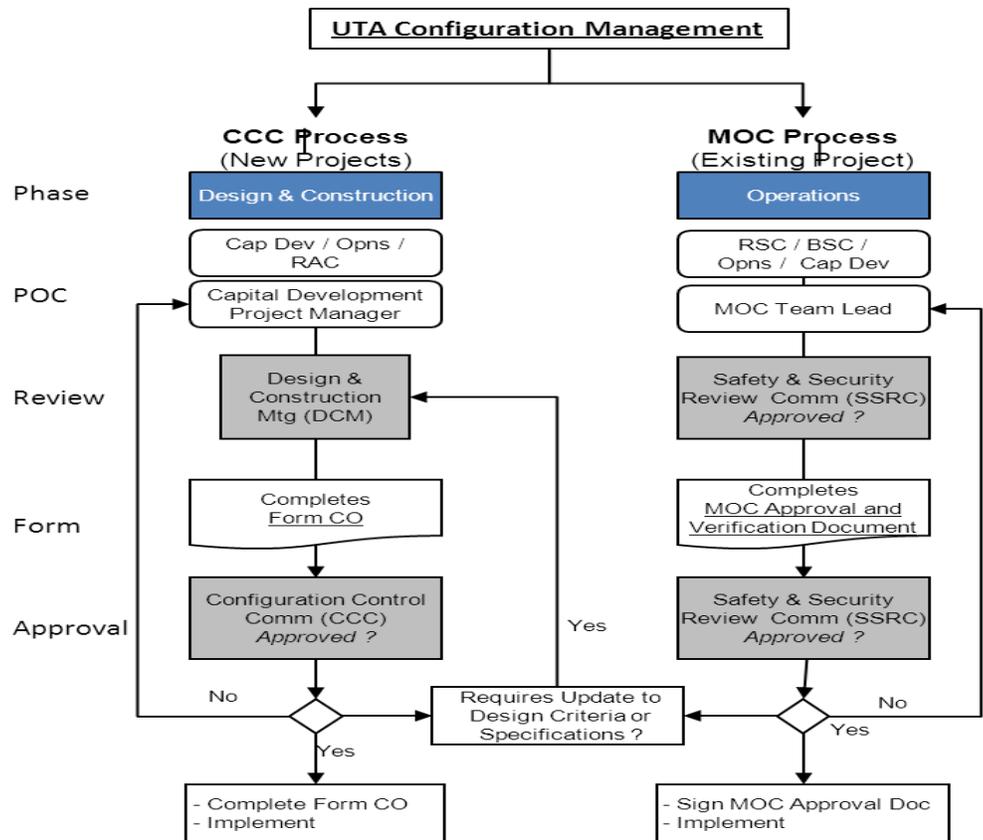
The system modification process at UTA is designed to evaluate and mitigate the impact changes will have on the people, procedures, equipment, vehicles and environment of the system affected by the change. The safety and security concerns for these changes will be addressed and resolved prior to initiation of the change, or implementation within the system. All modifications of rail vehicles that meet the MOC criteria must first be reviewed and approved by the Manager of Technical Services prior to being presented to the SSRC for final approval. This process is outlined in light rail SOP 4800-0300-351 "Configuraton Control of Light Rail Vehicle Fleet".

Configuration Management at UTA coordinates new systems or extensions by Capital Projects Department before they are implemented in the existing operating environment and is managed through the Configuration Control Committee (CCC) process during design and construction. This process is more fully explained in the Capital Development SOP #003 Pillar IV 1.1.8 of the TASP. The CCC process is managed at UTA by the Capital Projects Department, and has representatives from each process involved at UTA. Capital Projects Department personnel will follow project guidance as outlined in the Project Control User Manual. Document Control (4.0) and the development of files and file codes for projects as well as the electronic storage of documents in the SIRE system.

The flowchart illustrates the current configuration management process.

III 4.1 MOC Authority

Authority to manage system changes is derived from the ED of Utah Transit Authority. The responsibility for implementing and enforcing MOC processes falls under the authority of each UTA executive and manager. Responsibility for change approvals falls under the authority of the Safety and Security Review Committee (SSRC), which is comprised of a group of experienced design, maintenance, and operational personnel from Bus, TRAX, FrontRunner, and Capital Projects Departments.



III 4.2 Management of Change (MOC) Process

The management of change process is an internal review and approval process managed by the SSRC. Proposed configuration modifications to existing bus, rail, and facilities infrastructure, systems, equipment, or vehicles will be reviewed and formally accepted for implementation by the SSRC committee. Each proposed change must be evaluated to determine the impact on an existing system regarding the areas of maintenance, operations, safety, and environmental, and security effects **prior to** any changes.

The goal of the MOC process is to ensure that UTA systems continue to provide a level of safety equivalent to or better than the existing system. MOC process applies to existing bus and rail services systems, vehicles, facilities, and equipment. This process is intended to prevent unauthorized changes that could compromise safety or introduce a hazard without approval.

The MOC process complies with UDOT SSO's program standard; FTA's general requirements, guidance, and circulars; and FRA guidelines to ensure that safety hazards and concerns are adequately addressed in modifications to existing systems, vehicles, and equipment.

The process for implementing MOC solutions is as follows:

1. During normal operations, inspections, audits, or accident evaluations the bus and rail safety committees (BSC, RSC), or Capital Projects develop corrective action plans (CAPs) or planned modifications. If the cost of the CAP requires interdepartmental, intergovernmental coordination, or exceeds \$ 5,000, the RSC / BSC will form a MOC team with a team lead (TL).
2. The TL will coordinate the resolution and complete the MOC approval and verification document (MOC document, format provided at end of this section).
3. The MOC action will be entered on the MOC log with a number assigned, as maintained by the Safety Department.
4. The issue and recommended solutions will be coordinated with the different affected departments during the development of the MOC document.
5. The MOC document, with recommended modification or corrective action, will be presented by the MOC TL at a SSRC for review and approval. It is recommended that the issue be brought to SSRC at the earliest opportunity to discuss the issue and provide direction, prior to presentation for approval.
6. The SSRC will review the proposed action, based on the considerations listed in the following section.
7. If approved by the SSRC, a minimum of two members will sign the MOC document
8. MOC TL will implement the CAP, documenting compliance with the provisions stated.
9. When completed, the MOC TL will provide evidence to the SSRC of implementation and required integration testing or operational checks. As-built plan drawing changes and As-In-Service software (if applicable) will be given to the department responsible for future maintenance of the change.
10. Red-line drawings and As-In-Service software (if applicable) will be received from the contractor or other worker. These drawings and software will be filed within SIRE (electronically preferred) and provided to Capital Projects Engineers and or Facilities Maintenance Drawings.

The MOC log and corresponding hazard logs will be updated with close-out date of the completed action.

III 4.3 MOC Action Considerations

The SSRC will consider, at minimum, the following issues when evaluating a MOC action for approval:

- a. Safety issues or hazards associated with the changes, including impact to safety-functional or safety-critical hazard mitigation processes
- b. Environmental compliance issues
- c. Security issues
- d. New or modified maintenance concerns
- e. Operations impacts of the change
- f. Impact on operating rule book or standard operating procedures
- g. Impact on public

- h. Impact on personnel
- i. Impact on other systems, including Positive Train Control (PTC)
- j. Funding source
- k. Schedule for implementation
- l. Effect on safety certification process and critical items list (CIL)

III 4.4 MOC Log

The management of change log will record each requested and implemented action. A number will be assigned corresponding to the current year, then sequential number (12-001, 12-002, etc.). The MOC log will be maintained by the Safety Department on the safety drive (S\).

III 4.5 Notifying Departments

The MOC approval and verification document will be used to ensure notification to and coordination with affected departments. The document will provide the review of the action and recommendations to the department representative. The designated department representative will sign off on the document.

III 4.6 MOC Approval and Verification Document

The management of change process for each action will be presented to the SSRC with an approval and verification document in the following format with the requested information. Coordination, approval, and verification signatures will be completed at the appropriate time during the process

A sample MOC approval and verification document is provided in the appendix.

III 5 Configuration Control

Configuration control within UTA is managed through the Configuration Control Committee (CCC) process during design and construction, and the management of change (MOC) process during operations. The CCC process is managed for UTA by the Capital Projects Department. The MOC process is managed by the Safety and Security Review Committee (SSRC) chaired by the Safety and Security Director.

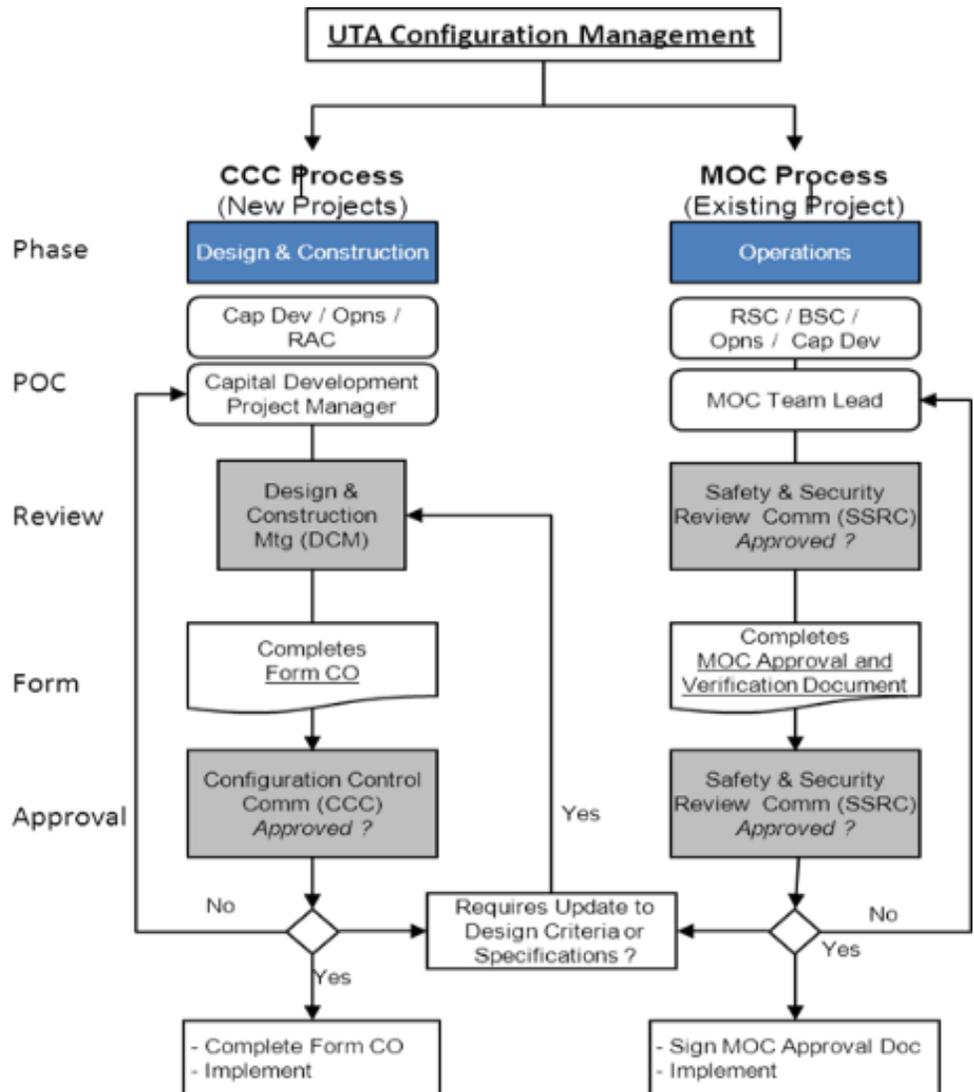
The CCC process is managed for UTA by Capital Projects, and coordinates new systems or extensions before they are implemented in the existing operating environment. Project managers employ the Project Management Plan (PMP) to guide capital project development and implementation. The Project Management Plan (PMP) will be used in conjunction with the Project Control User Manual by the Project Control Specialist. This manual is updated periodically and contains direction for as built and document control procedures. Specific guidance for document control procedures, File Creation (4.2), File codes, SIRE use (4.2), is provided in The Project Control User Manual Section 4.0. Smaller projects may include an abbreviated PMP specific to the project.

Representatives from each involved department and safety are represented in the CCC process. Notification of project changes to existing structures or facilities which might have potential safety or security impacts to effected UTA personnel is critical. Additionally, public, or other effected groups shall be notified of any change which might have potential safety or security impacts. Effected personnel are invited to participate in project meetings and coordinate any changes. Additional training may be required. Operations and maintenance procedures, bulletins or SOP's may need to be developed. The general public may be effected. The Public Relations Department will assist with communications to outside agencies or effected groups and is an essential element of communication which must

take place from the beginning of any project and at various stages of a project through completion and implementation of services impacted by a project. Any negative or hazardous impacts observed by a change must be reported to management personnel as soon as possible.

The flowchart illustrates the current configuration management process. For detailed discussion of the management of change process and documentation, see section III 4 System Modifications.

The process always asks if any modifications to the design criteria are required. If so, changes are vetted through the Design and Construction Meeting (DCM) and incorporated into the next update of the criteria.



III 6 System Safety and Security Certification

III 6.1 Safety Certification

This section describes UTA's System Safety and Security Certification process used to ensure that safety concerns and hazards are adequately addressed prior to the initiation of passenger operations for New Starts and subsequent major projects to extend, rehabilitate, or modify an existing system, or to replace vehicles or equipment. A guiding principle of the certification process is the verification that safety and security-related requirements are incorporated into a project, thereby demonstrating that it is operationally ready for revenue service.

UTA's *System Security Plan* and *Emergency Preparedness Plan (EPP)*, separate documents, integrate and interacts the process for managing threats and vulnerabilities into the safety certification process.

Safety certification takes place throughout a project. It begins at the initiation of design of a project, is carried through construction, mitigating hazards in the process, evaluated during start up and testing, and transitioned into operations.

III 6.1.1 Safety and Security Major Capital Project Plans and Documents

The following documents guide the safety certification process during a major capital projects:

Project Plans (with Safety Input)	Abbreviation	UTA Owner
Project Management Plan	PMP	Project Manager
Safety & Security Certification Plan	SSCP	Project Manager
Safety & Security Mgmt Plan	SSMP	Project Manager
Activation Plan	RAP	Project Dev (Cap Dev)
Preliminary Hazard Analysis	PHA	Project Manager
Operational Hazard Analysis	OHA	Safety Admin.
Construction Emergency Mgmt & Response Plan	ERP	Contractor by Project
System Integration Test Plan	SITP	Contractor
Rail Service Plan	RSP	Rail Ops
Construction Safety Program Manual / Program Manual	CSPM/ CSSP	Contractor
Document Control Plan	DCP	Capital Projects
Real Estate Management Plan	RAMP	Project Manager
Rail Fleet Management Plan	RFMP	Project Manager
Bus Fleet Management Plan	BFMP	Project Manager
Operation & Management Plan	O&MP	Project Manager

III 6.2 Hazard Analysis

Risk analysis during the project's design and design safety reviews provides the basis to develop a preliminary hazard analysis (PHA) for the project. This PHA, typically maintained in a matrix log for the project, identifies hazards and potential hazards along the corridor, at platforms and in park and ride lots. The hazards are rated based on the risk analysis matrix (see section 6) and possible solutions to these hazards are proposed. The solutions are then evaluated and incorporated into the design to mitigate or reduce the hazards to the maximum practicable extent.

Similarly for security aspects of the project, and UTA system as a whole, a threat and vulnerability analysis (TVA) is conducted on each project. Elements identified in the TVA that can be designed out of the system, are incorporated into the construction of the project.

During the initiation of testing and systems integration, additional operating hazards are identified and incorporated into the hazard analysis matrix. This is the start of a transition from a PHA to an operating hazards analysis (OHA). Resolutions to these hazards are incorporated into the construction or testing efforts, or a procedure for operations is written to be used during operations.

At the completion of systems integration testing, and prior to pre-revenue operations, the PHA/OHA is reviewed to determine all the hazards that have been eliminated, mitigated, or accepted. The solutions implemented (design, rule, procedure) are noted on the matrix. The OHA remains active throughout pre-revenue and 90 days into revenue operations. The remaining hazards, not mitigated or accepted after 90 days, will be incorporated into the

hazard log for that mode of transit (commuter rail, light rail, bus) to be tracked and resolved in the hazard management process (see section 6). An illustration of this process follows this section.



III 6.2.1 Facilities Hazard Analysis



III 6.3 Project Certification / Hold Point Process

UTA’s “Hold Point” safety certification process is documented in the *Activation Plan (AP)*, a separate document for each project, through the Activation Committee (AC). The AC will follow a proactive approach to examine, identify, and document safety and security critical certifiable elements and sub elements; utilizing UTA’s approved certifiable items lists (CILs) for each certifiable element.

The RAC will maintain a master safety and security certifiable items list (CIL) for internal distribution, review, consideration, and incorporation of key safety critical elements and items into the Safety and Security elements of UTA’s *Design Criteria* and checklists. See appendix F. These documents are used to improve safety and functionality of system design, promote effective and efficient use of resources, reduce the number or work-arounds and change orders, and reduce hazards in service and maintenance.

Hold Points are conducted before each commissioning phase of the project. Structured reviews and associated approvals will ensure a comprehensive review of all conditions before each phase is started to minimize, mitigate, or eliminate potential safety, testing or operating issues. These phases include the following:

- a. system integration/testing (SIT) - Hold Point 1
- b. pre-revenue operations (PRO) – Hold Point 2
- c. revenue operations (RO) – Hold Point 3

A comprehensive review of all conditions will be conducted during the hold point period to eliminate or resolve all potential safety issues. Each of the three commissioning phases of a project presents a new set of operating conditions which can introduce safety concerns and/or hazards unforeseen during the design and construction process. The rail systems activation specialist is responsible for conducting all hold point reviews. He/she will coordinate the overall safety review effort, including the issuance and distribution of each report, indicating approval, by signature, to move to the next phase of commissioning.

During the activation hold point process, a report will be generated for each of the three hold points. Generally, each report will consist of the following detail:

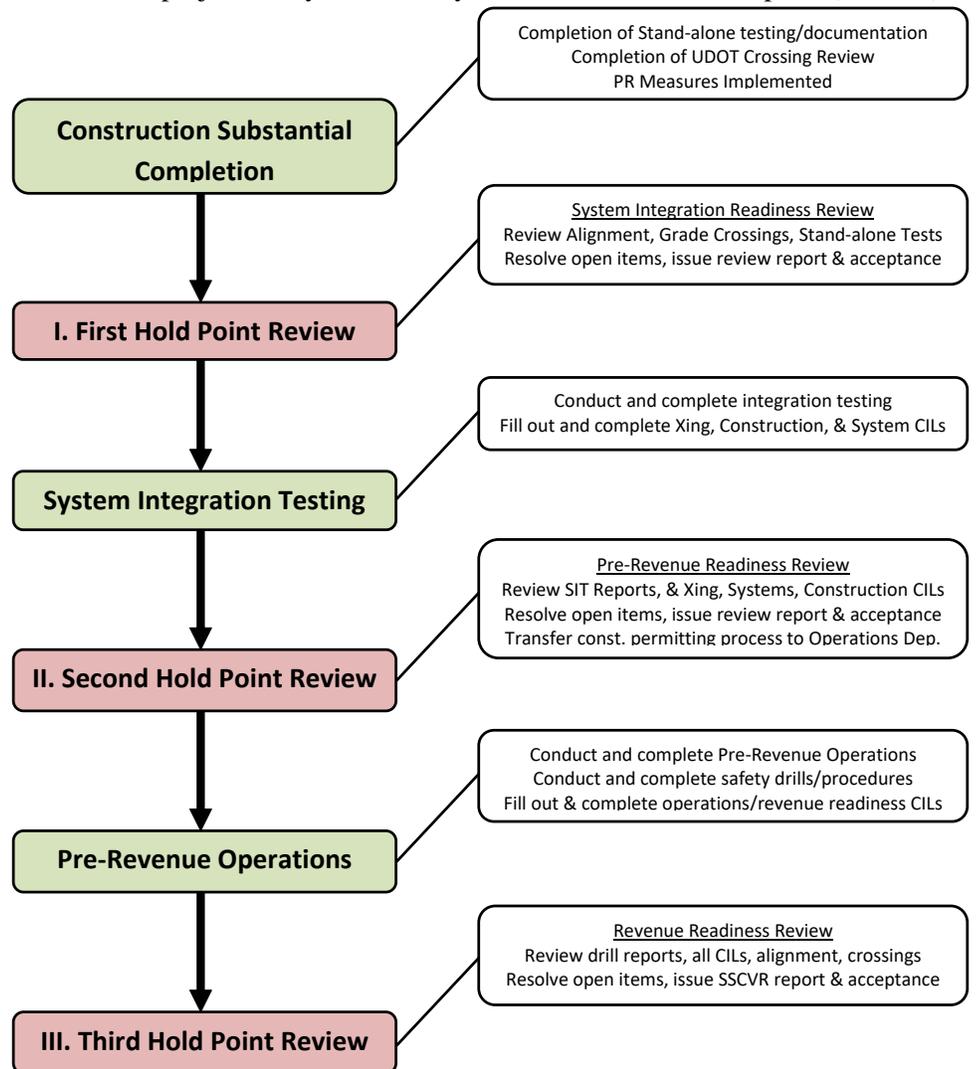
- a. participants - those whom are required to participate in the safety review
- b. zones/reaches/areas which are reviewed
- c. list and verification of items or activities (CILs, testing) required and successfully completed
- d. findings as a result of the review of the area, which require corrective action or approved work-arounds

Each report will be signed by the RAC members, and then by the approval authority, typically the Safety and Security Director before moving to the next phase of commissioning. Samples of the Hold Point approval documents are provided in Appendix F – Blank Forms.

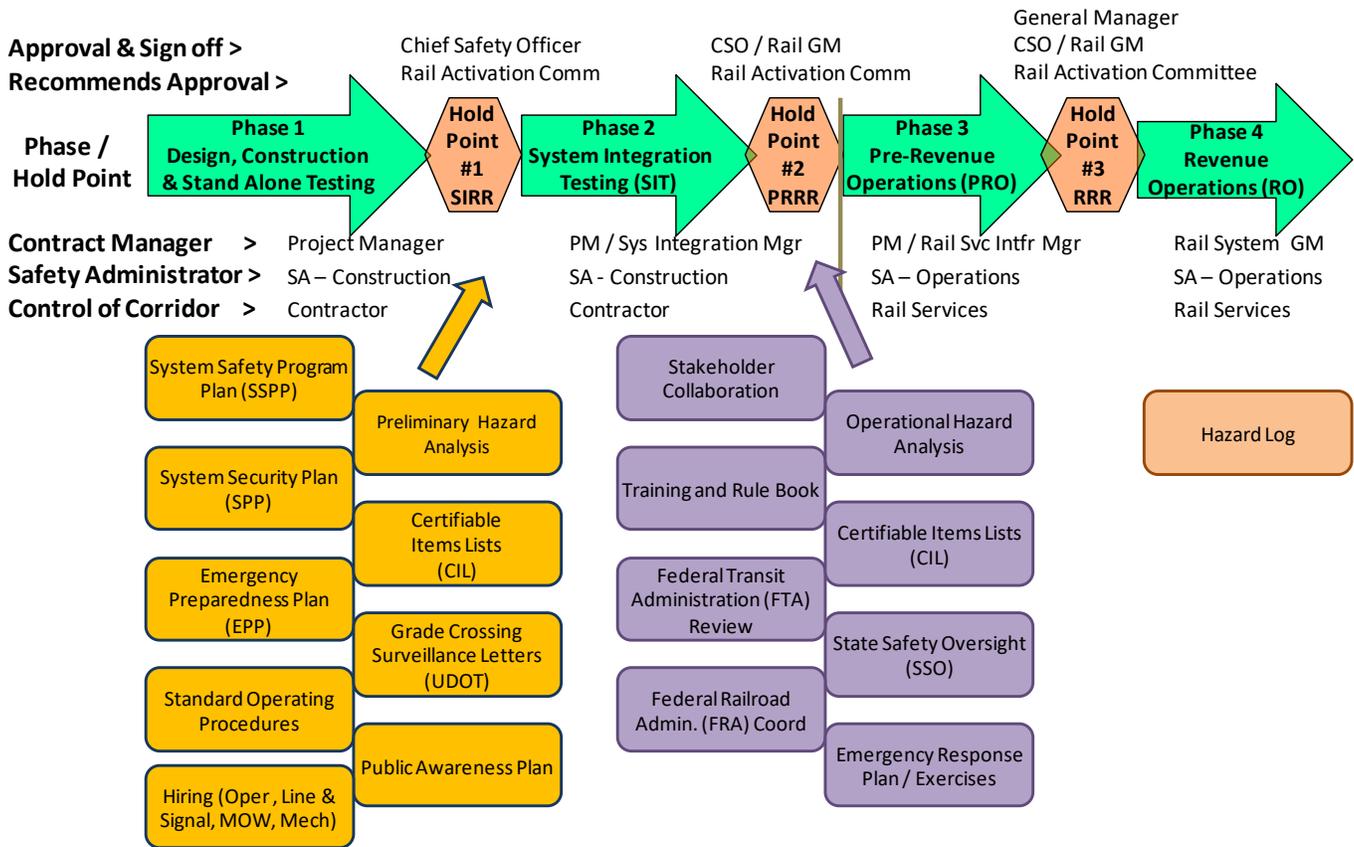
The Safety Administrator prepares the final project safety and security certificate verification reports (SSCVR), with an exception/restriction resolution schedule and acceptable work-arounds.

The reports also summarize the project readiness for revenue service by issuing certificates of compliance for each certifiable element, to the SSRC for review and acceptance. The SSCVR is then submitted to the UTA ED and Rail Services GM and for formal approval by UTA's executive management.

The ED will issue the project's final safety and security certification verification statement to the appropriate oversight agencies, authorizing UTA to commence passenger service pursuant to UTA's TASP.



Activation “Hold Point” Process



III 6.4 Quality Assurance

Large projects at UTA have a quality assurance/quality control (QA/QC) function built into the design and construction of the project. Specific personnel are responsible for QA/QC activities. In general, QA/QC activities in large projects follow standard industry practice and are subject to review by the FTA and others. Quality control during construction projects is a requirement of the contractor, and submitted in his quality plan prior to initiation of construction. UTA retains qualified inspectors and testing firms to provide Quality Assurance by document submittal reviews and periodic testing of materials throughout the project.

The Supply Chain Department handles quality assurance for day to day procurement, inventory and warehouse activities. Received goods are compared to items ordered, lot numbering or other certifications as required on safety critical items. Where applicable, receiving personnel assure that lot number documentation is provided before materials are received or accepted. Periodically, purchasing personnel or Safety Administrators will randomly sample hardware, slings, lifting devices, and other devices for compliance with specifications. Items will also be periodically functionally tested to assure they meet standards.

III 7 Rules Compliance

III 7.1 TRAX Rules Compliance

III 7.1.1 Documents and Publications

TRAX Rule Book and Standard Operating Procedures (SOPs)

The TRAX Rule Book and Standard Operating Procedures (SOPs) describe policies, rules, and practices regarding the TRAX light rail system. The TRAX Rule Book and SOPs are maintained by Rail Service Operations. The TRAX Rule Book and SOP's are reviewed annually by the Light Rail Services Policy and Procedure Review Forum (PPRF), and approved by the Rail General Manager (RGM). Changes, additions, or revisions that have been reviewed and approved by the PPRF and the Light Rail General Manager are circulated to all employees, requiring each to provide their signature (either holographical when a paper version is distributed or digitally after completing a Computer Based Training (CBT) module reviewing a change) confirming they have read and understand the TRAX Rule and SOPs. Train operators and employees working in the right-of-way are required to carry a current rule book.

TRAX Daily Operating Clearance:

TRAX issues a Daily Operating Clearance (DOC) that lists and describes advisories, bulletins, work permits and general comments. A Rule and SOP of the day are included on the Clearance. Yard and tail track movements are issued on a separate form. Employees are required to sign a daily log sheet confirming that they have read and received the daily operating clearance and yard and tail track movements for that date. UTA complies with all FRA rules, regulations and programs with exceptions as described in the joint use waiver.

III 7.1.2 Rule Compliance Checks

Operations

Operational Rule Compliance Testing

Observation tests are conducted by operations field supervisors as a part of their daily supervisory role to determine if an employee is compliant with rules, procedures, and regulations. Supervisors will conduct observed (the supervisor is in plain view of operators) and unobserved (a supervisor is making observations from a position that is not known, or cannot be seen by operators) to ensure overall compliance. Each field supervisor is required to perform at least three observation tests every week during their field shifts at random times on random days based on train operations. All observation tests will be documented on the Operational Testing Form or by entering their observations into the Rules Observation Program (ROP). All paper records of operational tests are retained for three calendar years from the day of the test. Digital storage of entries into the ROP will be retained for three years from date of entry.

Operations training supervisors conduct biannual efficiency checks of all train operators to determine an employee's ability to comply with rules, regulations, and procedures. The efficiency check results are recorded by the operations supervisor and retained in the operator's training record folder. All operator training records are maintained by the operation training supervisor.

Operation field supervisors/controllers are evaluated for rules compliance by undergoing periodic controller and system evaluations conducted by the operations supervisor trainer. Applicable evaluation forms are completed by the operations supervisor trainer and signed by the evaluated supervisor. Completed and signed evaluation forms are filed in the evaluated supervisor's training record folder. All supervisor training records are maintained by the operations supervisor trainer.

Maintenance of Way

Maintenance employees are randomly checked for compliance with rules set forth by the FRA. Twice a year, maintenance of way supervisors conducts random audits of employees working in rail transit right-of-ways for compliance with roadway worker regulations. As part of conducting rules compliance audits, supervisors fill out a corresponding form containing a rules compliance checklist for each employee. Rules compliance checks, passing and non- passing findings are tracked in a log maintained by the maintenance department.

LRV Maintenance

LRV Maintenance supervisor and leads conduct daily, weekly and monthly rules checks during their shift. These rules checks are documented on the LR vehicle maintenance pass down. Various items checked are employee adherence to using Blue flag, Lockout tag-out, placement of chains including forklift and crane inspections. This process is followed for all LRV running maintenance at each light rail shop. There is a QA/QC Supervisor that audits the weekly checks and reports the findings to the assistant managers for follow up and corrective action. This information is stored on the vehicle maintenance SharePoint page under QA/QC.”

III 7.1.3 Reports and Data Analysis

Results of the operational tests are compiled on a rolling quarterly basis and reviewed by the Manager of Rail Operations or other designated person(s) and forwarded to the Safety Administrator every calendar quarter. A written form of the discussion and review will be provided to the Safety Department within 30 days after the end of the quarter. Additional information regarding operational tests is available to the Safety Administrator as needed on request.

III 7.1.4 Enforcement

Violations

Rule violations are addressed through the corporate positive people management process (PPM) which includes: coaching, retraining, and, formal discipline (performance agreement and termination) that may result in termination. See UTA Corporate Policy 6.3.1. Rail operations maintains a log for all stop indications and wrong route violations, and may further investigate any rules violation that is reported, or that may be part of an accident or incident. Additionally, all accidents and incidents are reviewed by supervisors and the Safety Administrator to determine if rules have been violated, or if revisions, changes, or additions are necessary.

Hazard Management

The Safety Administrator may incorporate violation trends or deficiencies for any rule or procedure into the hazard management program for resolution. Hazards unresolved by the Rail Safety Committee (RSC) are directed to the SSRC committee for further tracking, review, resolution, and or correction.

Non-compliant audit findings determined to be hazardous are documented in the hazard log. A date of observation, description of the hazardous condition, corrective action required, and implementation date are tracked until the hazardous condition is corrected. See the Hazard Management Program portion of the TASP for further information.

The Safety Administrator conducts ongoing and regular observations, reviews, and audits to determine the effectiveness of the rule compliance program.

Rail Service and the Rail Safety Committee review rules and procedures regularly to determine if changes, revisions, or additions are necessary.

III 7.2 FrontRunner Rules Compliance

III 7.2.1 Documents and Publications

General Code of Operating Rules (GCOR):

FrontRunner uses the GCOR as their primary rule book for both operations and maintenance. The GCOR is updated frequently through biannual national committee meetings and published every five years. UTA has a representative at these meetings.

System Special Instructions (SSI) and General Orders:

FrontRunner publishes a set of system special instructions (SSI) annually which are rules and instructions that are specific to operations. These changes include GCOR rule revisions, safety rules, signals, yard procedures, etc. Between publications of the SSI, a general order may be issued to add or revise a rule if needed. All operations employees must read, sign for, and carry all issued general orders until such time as they can be incorporated in the next version of the SSI.

FrontRunner Timetable:

Operations employees must remain aware of and familiar with the FrontRunner timetable. The timetable contains information such as speed restrictions, station locations, switch speeds, siding locations, and other specific information that pertain to FrontRunner track.

III 7.2.2 Rule Compliance Checks

Operations:

Efficiency Testing

To enforce rule compliance all FrontRunner operators and controllers are subject to efficiency testing. Efficiency testing is regulated by a designated testing officer and carried out by a select group of efficiency testing supervisors. Each efficiency testing supervisor is tasked to complete a minimum of four efficiency tests per quarter. At the end of the quarter the designated efficiency testing officer compiles a report summarizing the results for the quarter. The report is then kept on file for review by the FRA.

All operations employees must attend yearly “rules classes.” These classes cover all rule changes, additions, deletions, and revisions. Employees must pass a test given at the end of the class by a score of at least 90 percent.

III 7.2.3 Enforcement

Violations:

Rule violations are addressed through the corporate positive people management process (PPM) which includes: coaching, retraining, and, formal discipline (written notification and performance agreement) which may result in termination. See UTA Corporate Policy 6.3.1. De-certifiable violations are recorded in the personnel file. All accidents and incidents are reviewed by the Controller Standards Group and the Safety Administrator to determine if rules have been violated, or if revisions, changes, or additions are necessary. Additionally, all major accidents are reviewed at an Accident Evaluation Group. Frontrunner also enforces the following 49 CFR regulations: 49 CFR Part 240.129 – Criteria for monitoring operational performance of certified engineers.

49 CFR Part 240.117 – Criteria for consideration of operating rules compliance data.

49 CFR Part 217.9 – Program of operational tests and inspections: recordkeeping.

Hazard Management:

The Safety Administrator may incorporate violation trends or deficiencies for any rule or procedure into the hazard management program for resolution. Hazards unresolved by the Rail Safety Committee (RSC) are directed to the SSRC committee for further tracking, review, resolution, and or correction.

Non-compliant audit findings determined to be hazardous are documented in the hazard log. A date of observation, description of the hazardous condition, corrective action required, and implementation date are tracked until the hazardous condition is corrected. See the Hazard Management Program portion of the TASP for further information.

The Safety Administrator conducts ongoing and regular observations, reviews, and audits to determine the effectiveness of the rule compliance program.

Rail Service and the Rail Safety Committee review rules and procedures regularly to determine if changes, revisions, or additions are necessary.

III 7.3 Bus Rules Compliance

III 7.3.1 Documents and Publications

Bus Operations Employee Handbook and Standard Operating Procedures (SOPs):

In the Bus System, the Bus Operations Employee Handbook and Standard Operating Procedures (SOPs) describe its policies, rules, and practices regarding the Bus system. The Employee Handbook and SOPs are

maintained by Bus Operations, reviewed annually, and approved by the Bus Regional General Managers (BGM). Changes, additions, or revisions are circulated to all employees affected by them.

Detours, Bulletins, Notices and Memos:

Route detours are issued daily to all bus operators checking out their work for the day. As needed; bulletins, notices and memos addressing system issues, temporary changes in the operating system and changes in work duties are issued as needed. Not all changes affect all operators therefore bulletins, notices and memos issued do not require a signature from all operators. Employees are required to sign for critical information confirming that they have received, read and understand the written instructions. UTA complies with all local, state and federal requirements including but not limited to; (DOT, UOSH, FTA) rules and regulations and programs.

III 7.3.2 Rule Compliance Checks

Operations:

Operational Rule Compliance

Operational field supervisors are tasked with performing rules compliance checks and observations. Observations are conducted by operations field supervisors as a part of their daily supervisory role to determine if an employee is compliant with rules, procedures, and regulations. There is no set frequency or required number of field observations that have to be completed by Operational field supervisors on a daily basis. However, Supervisors spend time each day in the system observing and performing compliance rules observations, accident investigation, responding to operational needs as they encounter them, etc.

When an operational field supervisor observes a rules violation the field supervisor will address the issue with the Bus Operator immediately and complete an Observation Report (OR). The completed Operational Report form is then forwarded to the employee's immediate supervisor to address and follow-up with the compliance issue.

Operational Supervisors issue an Operator Evaluation Report monthly to each of their team members. The Operator Evaluation Report addresses the following:

- a. Attendance
- b. Miss-outs
- c. Accidents (Both chargeable and non-chargeable)
- d. Complaints
- e. Commendations

III 7.4 Safety Rules Compliance Checks and Verification

The Safety Department ensures Operations and Maintenance departments are in compliance with the rules and SOP's within their individual departments through the use of rules checks and verification audits. Findings from these checks are then forwarded to management for review and corrective action.

III 8 Facilities, Structures and Equipment Inspections

UTA's bus and rail facilities and equipment will be inspected on a regular basis according to company policies and SOPs, equipment manufacturer's guidelines and recommendations, and as required by local, state, and federal regulations.

Rail Facilities Maintenance employees utilize a "Facilities Maintenance Plan". Assignments are made to individual maintenance employees to ensure the purpose and scope of the plan is fulfilled.

III 8.1 Facilities and Equipment to Be Inspected

Operating facilities and equipment routinely inspected and tested by employees, supervisors, management, and safety and environmental personnel include the following:

- a. Bus and rail maintenance/support shops/administrative offices, and equipment within the shops
- b. Fire system equipment
- c. Safety eyewash and shower systems
- d. Floor and portable hoist systems and cranes
- e. Heating, air conditioning, lighting, and ventilation systems
- f. Hydraulic presses, grinders, welders, wheel-truing equipment, lathes, etc.
- g. Hazardous materials handling and storage, etc.
- h. Locomotives, cab-cars, passenger cars, light rail vehicles, and buses
- i. Support equipment (i.e. rolling stock) including high-rail vehicles, track maintenance vehicles, bucket trucks, loaders, forklifts, aerial lifts, etc.
- j. Infrastructure including rail station platforms, track, switches, OCS, bridges, grade-crossing equipment, etc.

III 8.2 Techniques, Schedules, and Procedures

Preventative maintenance inspection schedules are generated through the computer system per equipment manufacturer's guidelines and recommendations, and as required by local, state, and federal regulations. A maintenance supervisor identifies upcoming PM inspections and assigns the work out to their crew for completion. Inspectors use checklists (appendix E) to identify potential physical hazards, unsafe equipment, unsafe acts, and policy and procedural deficiencies with the facility or equipment being inspected. Completed inspection reports and checklists are returned to the supervisor for review. Each department is responsible for maintaining inspection and repair records to confirm the inspection process.

III 8.2.1 M.O.W. (Line, Signal and Rail Maintenance) Standards and procedures

Line and Signal uses a maintenance of way plan "MOW Procedures" that outlines specific testing and maintenance procedures in accordance with FRA regulations. These are in accordance 49 CFR parts 233 - 236.

Right of way rail maintenance uses a maintenance plan "rail maintenance standards" to maintain the track in accordance with FRA regulations 49 CFR part 213. The standard outlines all aspects of proper maintenance and inspections regarding track.

III 8.3 Tracking and Resolving Hazards Identified During Inspections

The majority of safety hazards and concerns are resolved immediately by employees, and supervisors, and require no formal tracking process. Safety-critical hazards that cannot receive immediate attention are forwarded to the appropriate supervision and will be reported to the Safety Administrator or safety committee. An observed safety critical hazard that cannot be corrected in a timely manner will be entered into the hazard log for tracking purposes and managed by the SSRC committee. A corrective action plan, responsible person, and completion date will be assigned. Follow-up inspections will verify that the hazard has been resolved.

III 8.4 Railroad Bridge Safety Management and Inspection Program

The railroad Bridge Safety Management Program (BSMP) has been developed and implemented by UTA to minimize damages and identify and repair deficiencies in bridges carrying UTA traffic, to safeguard their ability to carry UTA traffic, and to minimize risk of human casualties.

Capital Projects Department personnel have the responsibility to manage and inspect all rail bridges in accordance with 49 CFR Part 237, Bridge Safety Standard. Rail Bridge Engineers will assure that each structure is scheduled, inspected and any repairs or upgrades need to take place. Prior to all inspections, personnel will obtain a Rail Access Permit (FrontRunner or TRAX). Personnel will be current in training for Roadway Worker Protection and fully implement all necessary safety procedures during the performance of bridge inspections. Safety Department personnel have the responsibility to verify on a periodic basis (two inspections per year) the safe performance of bridge inspection program.

III 9 Maintenance Audits and Inspection Program

III 9.1 Equipment or Facilities Maintenance Audits and/ Inspections

It has been a long-established UTA policy and goal of the organization to prevent untimely and costly equipment failures. To this end, UTA has established inspection and preventative maintenance procedures for its track, switches and structures, overhead catenary system, signal system, vehicles with their associated mechanical and electrical components, and support equipment. Plans and guides are provided by Original Equipment Manufacturer (OEM) recommendations, Fleet Management Plans, Facility Maintenance Plan and System Operations and Maintenance Plans.

During preventative maintenance processes, hazards observed that are a safety issue which needs further evaluation should be presented to the Safety Committee and the issue or hazard placed on the Local Hazard log. If the hazard is considered high or serious it will be placed on the UTA Corporate Safety Hazard Log. Hazards not resolved within 180 days are elevated to the corporate Safety and Security Review Committee (SSRC).

Revenue vehicles have daily, monthly (or by miles), and annual inspections. Preventative maintenance work orders (PMs) assure these failures do not occur. TRAX, bus and FrontRunner commuter rail personnel work very closely with vehicle and equipment manufacturers and vendors to assure optimal operation. Applicable Federal Railroad Administration (FRA) maintenance requirements and UDOT state motor vehicle requirements are implemented into daily, weekly, monthly, and annual inspections for efficient and safe operation. For example, the LRV maintenance mechanics inspect light rail vehicles. Diesel locomotive maintenance mechanics maintain the FrontRunner equipment and bus maintenance mechanics maintain UTA's fleet of buses. They make sure all of the engines, transmissions, lights, warning devices, brakes, and other safety systems are working properly before putting the vehicles into service. These same vehicles are subject to preventative maintenance (PMs), where maintenance personnel inspect fluid levels, hose and line condition, brake condition, safety equipment, and other vehicle systems to assure that these items function properly. PMs may also call for the periodic change-out of various components in order to prevent failures. All applicable FRA maintenance equipment is inspected and repaired according to applicable CFR sections.

Facility maintenance personnel perform maintenance not only on facility equipment such as heating and air conditioning, elevators or escalators, but they also are responsible for the maintenance of large equipment components used to maintain trains such as the wheel truing machine, cranes, hydraulic or electric lifts, etc that are critical to maintaining the various transportation modes.

Defects identified during inspections may be repaired immediately, if the situation allows it. For those items that cannot receive immediate attention as required by regulation a record should be made. Items on this list should be forwarded to the appropriate line authority level of supervision and/or may be reported to the appropriate safety committee. In either case, those inspecting the same area or equipment in the next cycle should maintain the list for follow-up. Notice of defects should result in a work order being generated for each item. This will allow the work order system to track the defect until it is resolved.

III 9.2 Auditors of Maintenance and Operations Activities

Managers and or Supervisors verify that maintenance procedures are performed. Triennially, UTA conducts internal audits to verify that this process is taking place. Additionally, UDOT (SSO) accompanies internal auditors to assure that the internal audit process is occurring. This preserves the independent nature of the audit process, since other organizational units are primarily involved with implementation of the audit items. Managers and supervisors of the areas being audited are invited to attend the audit; however, they do not conduct the internal audit. Other organizational units are required to cooperate with the rail supervisor or other designee in the conducting of internal audits.

III 9.3 Audit Report—Tracking and Resolving Internal Audit Findings

The internal auditor will schedule and conduct internal audits. UDOT is invited (with 30 day notice) to participate in the audit functions. Upon completion, the internal auditor submits an internal audit report to the business unit general manager for review. The report will include findings, conclusions, and recommendations. A summary of all internal audits performed during the year will be included in UTA's annual report to UDOT.

Reports to UDOT will include corrective action plans for hazards identified. Audit activities are reported monthly to UDOT in their monthly meetings with UTA.

III 9.4 Follow-Up /Action Plans

Departments and other organizational units are responsible for implementing their respective approved recommendations and corrective action plans within established time frames. Future audits will determine compliance with this requirement.

III 9.5 Resolving Problems and Disagreements

Disagreements with audit findings may be challenged by the department supervisor or manager to the internal auditor or audit group. A review of the requirements and findings/non-conformances written up will be made. A written reply will be made within 30 days. If a disagreement still remains, the issue will be elevated to the GMSSC meeting. A full review of the findings and disagreements will be presented at that time. The GMSSC members will make a decision for an equitable resolution.

III 9.6 Use of a Written Checklist

Written checklists are the preferred tool of conducting an audit. Written checklists of internal audit requirements will be used when conducting all internal audits and or evaluations. The auditor will make every effort to make certain that the department manager has received a copy of the checklist prior (one week) to the audit. If areas of concern arise that are not written on the checklist, and need to be investigated, the auditor may write the questions and make it a written part of the audit process. When a final report is given to the manager, a written record of questions or issues will be given to the department manager. Written checklists aid the department manager in knowing the expectations of regulations and the auditor prior to the audit experience.

III 9.7 Tracking and Resolving Hazards or Concerns

Defects identified during inspections may be repaired immediately, if the situation allows it, by on-site employees and supervisors. Safety critical hazards that cannot receive immediate attention will be noted on the inspection checklist (see appendix E). Items on this list are forwarded to the appropriate line authority level of supervision and/or may be reported to the appropriate safety committee. In either case, those inspecting the same area or equipment in the next cycle should maintain the list for follow-up. Notice of defects should result in a work order being written for each item. This will allow the work order system to track the defect until it is resolved. An observed safety critical hazard that cannot be corrected in a timely manner will be entered into the hazard log and managed by the SSRC committee. A corrective action plan (CAP), responsible person, and date will be assigned and follow-up inspections will verify that the hazard has been resolved.

The majority of safety hazards and concerns are resolved immediately by employees and supervisors, and require no formal tracking process, other than the inspection checklist to show issues have been resolved. Some hazards or concerns that are not resolved in a reasonable manner or that involve other departments or require management review, are reported to the Rail Safety Committee (RSC) and Bus Safety Committee (BSC). If the matter is not resolved at this level, that it is referred to the Safety and Security Management Review Committee (SSRC). Please see the pertinent sections of the TASP describing RSC, SSRC, and hazard management processes.

III 10 Drug and Alcohol Program and Medical Monitoring

III 10.1 Drug and Alcohol Program

UTA is governed by the Federal Railroad Administration (FRA), Federal Transit Administration (FTA), and US DOT Drug and Alcohol standards found in 49 CFR Parts 40, 219, and 655. It is also governed by 49 CFR Part 29, the Drug Free Workplace Act. In response to these requirements, UTA has established a drug and alcohol policy including an addendum for FrontRunner rail services. This UTA Corporate Policy (6.2.1) meets all of the above standards and is administered by UTA's designated employer representative (Department of Human Resources). The FTA and FRA regularly audit this policy and its effectiveness. The UTA drug and alcohol corporate policy and addendum for FrontRunner rail services are available to all UTA employees on the UTA intranet, under corporate policies.

III 10.2 Medical Monitoring

Applying appropriate medical standards for safety-critical positions extends beyond a qualifying pre-employment examination. UTA has established ongoing standards for employees who perform safety-critical functions. Medical monitoring of employees whose conditions or physical and emotional health may not be acceptable in order to operate transit vehicles includes bus, flex-trans bus, and light rail operators, as well as commuter rail locomotive operators. Biannual physical examinations are required for each of these employees. Annual physicals are conducted on employees whose results fall outside the established DOT requirements. Standard DOT physicals are performed with emphasis on vision, hearing, weight, drug screening, diabetes, blood pressure vitals, sleep apnea and a physical exam by a physician. Employee's emotional health is evaluated using the employee assistance program provider. This program allows for 24 hours-a-day, 7 days-a-week availability for employee evaluations or counseling. Evaluations include alcohol/drug abuse, marital matters, personal problems, mental health, financial issues, legal difficulties, and stress/anxiety matters.

III 11 Procurement

III 11.1 Measures and Controls for the Procurement Process

The Finance Department under the direction of the Vice President of Finance manages the procurement process. Contracts administrators supervise procurement for projects or large contracts. All other buying is accomplished by and through the Supply Chain Department. This department also manages parts and warehousing. UTA Internal Auditing reviews purchasing procedures and practices and makes reports directly to the UTA board of trustees.

The Supply Chain Department handles quality assurance for day-to-day procurement activities. Received goods are compared to items ordered. Lot numbering or other certification is required on safety critical items. Receiving personnel assure that lot number documentation is provided before materials are received. Periodically, Supply Chain personnel or Safety Administrators will randomly sample hardware, slings, lifting devices, etc. for compliance with specifications. Periodically items will be functionally tested to assure they meet standards.

Safety data sheets (SDS) must accompany all hazardous materials received onto UTA property. All SDS received from vendors are submitted to the Safety Department for inclusion to the Safetec SDS database system. Should an emergency occur, requiring quick access to an SDS, employees can easily print the document at anytime.

The procurement process requires that all safety-related products be approved by the Environmental and Safety departments before any item is purchased or added to the inventory system; prior authorization includes a review of the SDS. Prior to a contract being released, the contractor must agree to the contract language which requires personnel coming onto UTA property to follow all local, state, and federal safety and environmental laws. UTA is exploring additional measures of monitoring purchases that may create a hazard or concern that may need formal processes to address potential risks.

UTA's Safety Department reviews, approves, and monitors the purchase and storage of potentially hazardous materials. All purchases of potentially harmful product must be recorded into a data base, Safetec, which includes the download of the SDS sheet. Once in the database, safety and environmental administrators review the health, exposure, and other hazards for the product, and determine if the product is approved or rejected, or if safeguards should be implemented. Employees have access to the database to determine the potential hazards and safeguards.

III 11.2 Inspection and Control of Materials

All materials received by UTA are inspected at the time of delivery. Receiving procedures requires inspection to assure that UTA is getting the items and in the condition desired. Unauthorized hazardous materials or defective items are returned to the vendors and not accepted by UTA.

To further control safety, all specifications for parts and shop supplies are detailed on each part number in the item master file. Specifications include size, description, safety requirements, install instructions, warranty information, supplier requirements, and reorder guidelines. The information can be viewed by all maintenance and purchasing personnel but change access to the field is tightly restricted to the three inventory specialists and the senior supply chain manager to avoid accidental removal of data and/or specifications. Each time an item in inventory reaches calculated minimum quantities, an automated requisition is generated by the inventory system. That form prints with all the information and instructions detailed above.

IV. PROMOTION



IV PROMOTION

Pillar IV of the Transit Agency Safety Plan is **Safety Promotion**. This section describes the responsibilities of staff to the safety program, and encouragement of others to follow established policies. It describes the committee structure established to form the means of discussing, solving and if necessary elevating safety issues and concerns to resolution. Training and certifications to enhance the qualifications and competencies of UTA staff are described, along with the reoccurring activities at UTA designed to promote and remind all employees about safety in the organization.

IV 1 TASP Implementation Activities and Responsibilities

IV 1.1 TASP Committees and Position Responsibilities

UTA implements the TASP through a series of committees and department positions who have responsibility for specific areas, yet work in a coordinated manner to ensure the safety of the authority. As related in section I 3.2, safety is a key responsibility of all managers at UTA. All employees have the right to present safety concerns to their immediate supervisor, manager, or Safety Administrators. Any employee, supervisor, or manager that brings an incident, accident, safety concern, or hazard, in good faith will not be adversely affected, or be subjected to harassment or intimidation. These retaliations are not tolerated by UTA.

IV 1.1.1 Safety Communication

UTA Bus, Rail and Maintenance committees communicate information regarding employee hazards and safety risks through displayed department safety boards. Hazard logs created through committees are displayed and available for employees to review. In addition department dashboards, memos and training may be provided to employees to communicate safety changes or hazard mitigations.

IV 1.2 TASP Committees

UTA implements the TASP collaboratively through a series of committees coordinating bus and rail operation and maintenance services. Concerns, if not resolved by the manager or supervisor, will be referred to and addressed by the respective safety committee. The following hierarchy of committees at UTA are established to address all safety issues.

IV 1.2.1 General Managers Safety and Security Committee (GMSSC)

The General Managers Safety and Security Committee is UTA's highest level safety committee, chaired by the general manager, /ED. The committee is alternately chaired by the Safety and Security Director. The GMSSC is comprised of the UTA corporate staff, which includes the executives, and the rail and business unit general managers.

The GMSSC reviews and approves safety policies, goals, and objectives. It coordinates the support and resources needed to maintain high safety standards for all aspects of service and system safety. The /ED through the GMSSC, is the ultimate authority for safety certification, system modification, and configuration management. This authority includes approving each project's safety and security certification statement.

The GMSSC committee meets quarterly to review reports on safety, accident trends, major accidents, urgent/safety critical concerns or hazards, internal/external audit findings, certification recommendations, items referred from the SSRC, and other items of concern to the GMSSC for comment, direction, resolution, and execution. Minutes are maintained and disseminated to members of the committee.

IV 1.2.2 Safety and Security Review Committee (SSRC)

The Safety and Security Review Committee is a high-level system safety and security review and coordination committee overseeing on-going safety efforts within UTA. The committee is chaired by the Director of Safety & Security (DSS), and alternately chaired by the UTA security manager. The SSRC is comprised of the DSS,

security manager and senior managers representing Rail Services (three managers), Bus Services (three), Capital Projects (one) and information technology (one). The committee oversees or takes the following actions:

- a. Forwards to GMSSC unresolved safety and security issues and required certifications
- b. Approves corrective action plans (CAP) for major accidents and safety critical items
- c. Decides unresolved hazards for bus and rail systems
- d. Ensures coordination of safety efforts between bus and rail systems
- e. Reviews safety and security certifications
- f. Approves management of change (MOC) solutions in the configuration management program
- g. Sets standards for and reviews results of or approves the following programs:
 - o Hazard Management
 - o Security
 - o TASP updates
 - o Project safety plans and procedures, including the following:
 - o Rules compliance
 - o Emergency management
 - o Service inspection
 - o Training and certification
 - o Hazardous materials
 - o Drugs and alcohol
- h. Ensures resolution of regulatory violations and non-compliance issues. (FRA, FTA, UDOT SSO, NTSB, OSHA, TSA, DHS)

Safety issues and actions are referred to the SSRC by design, construction, bus, rail, and fire / life safety committees. The SSRC may review as it selects, hazard analysis reports, risk assessments, corrective action reports, safety analysis, threat and vulnerability analysis, threat mitigations, hazard resolutions, NCRs, certification documentation, and fire/life safety concerns.

IV 1.2.3 Management of Change (MOC) Teams

Configuration management within UTA consists of the CCC process during design and construction, and of the management of change (MOC) process during operations. The MOC process is more extensively examined in section III 4 of this TASP.

This process is controlled by the SSRC during operations. As part of this process MOC teams are assigned to resolve and implement corrective action plans (CAPs) to improve the system or correct an identified hazard. CAPs are developed by the respective safety committees (RSC, BSC) and approved by the SSRC. Responsible staff to lead the MOC team are recommended by the safety committee and approved by the SSRC. CAPs costing in excess of \$ 5,000 require SSRC approval.

MOC process applies to existing bus and rail services systems, vehicles, facilities, and equipment that may not require formal safety certification but which may have safety impacts.

IV 1.2.4 Bus Safety Committee (BSC)

The bus safety committees coordinate on-going safety efforts within the operations and maintenance services of the bus system. They meet monthly to update and mitigate hazards in their facilities and on their systems. Committees are formed for the Ogden, Salt Lake, Building-8, Timpanogos and Special Services business units. The BSC committees are chaired by the regional general manager's delegate, the committees consist of: up to any manager within the unit, one operator and one maintenance staff from each facility (one admin. representative, one union representative), and the Safety Administrator, who serves as a technical advisor and Co-Chair to the committee. The BSC chair position may be rotated annually, through the department's represented in the committee, with the new appointment made at the beginning of each year. The union appoints bargaining unit employees to the BSC annually to serve as safety representatives from the ranks of each department.

Committee members are granted an opportunity to speak, and to present safety issues to the BSC committee through an open communication process. Minutes of discussion and action will be maintained and distributed to the members of the BSC, and be available to others.

The BSC will maintain a hazard log listing issues, corrective actions, and close-out dates. The log will include the date entered and the responsible party to correct the action. Most safety issues will be resolved within the parameters of the BSC. Issues not resolved in the BSC, or safety critical hazards, are referred to the SSRC.

BSC actions will include the following:

- a. Reviews facility and operations system safety issues identified by members, staff, audits, or inspections
- b. Maintains hazard log for all facility and operational hazards
- c. Assigns responsibility for correcting hazards
- d. Reviews open items for completion
- e. Ensure safety and regulatory rule compliance (FTA, OSHA)
- f. Regularly conduct inspections of facilities and operations to verify corrective actions, and to review safety in the system
- g. Report hazard log status and system safety review results to the SSRC

IV 1.2.5 Facility (Admin) Safety Committee

The Facility (Admin) Safety Committee coordinates safety efforts for administrative employees working at Front Lines Headquarters (FLHQ). The committee chair is assigned by a department supervisor in coordination with the safety manager and may be an employ from any of the administrative departments at FLHQ. The committee is co-chaired by a Safety Administrator. Each of the administrative departments at FLHQ has a representative on the committee who is responsible for conducting monthly safety inspections in their assigned areas and voicing safety concerns to the committee. The committee meets monthly to update and mitigate hazards affecting administrative staff at FLHQ.

IV 1.2.6 Rail Safety Committee (RSC)

The rail safety committees (RSC) coordinate on-going safety efforts within the operations and maintenance services of the rail system. They meet monthly to update and mitigate hazards in their facilities and on their systems. A committee is formed for TRAX (light rail) and for FrontRunner (commuter rail). The RGM appoints a chairman who may be a senior manager, or alternately chaired by the maintenance facility manager. The committees consist of the Operations manager, two representatives (one Union rep, one admin rep) from operations, LRV maintenance, Facility Maintenance, Maintenance of Way and a Safety Administrator, who serves as a technical advisor and Co-Chair to the committee. The corresponding maintenance facilities (Midvale, Jordan River, and Warm Springs rail service centers) are represented respectively on their RSC. The RSC chair position is rotated annually, through operations and the department represented in the committee, with a new appointment made at the beginning of each year. The union appoints bargaining unit employees to the RSC annually to serve as safety representatives from the ranks of each department, voicing safety concerns to the RSC.

Committee members are granted an opportunity to speak, and to present safety issues to the RSC committee through an open communication process. Minutes of discussion and action will be maintained and distributed to the members of the RSC, and be available to others.

The RSC will maintain a local hazard log listing issues, corrective actions, and close-out dates. The log will include the date entered and the responsible party to correct the action. Most safety issues will be resolved within the parameters of the RSC. Issues not resolved in the RSC, or safety critical hazards, are referred to the SSRC.

RSC actions are similar to those listed under the BSC above. Additionally the RSC examines compliance with General Code of Operating Rules (GCOR), (FRA 49 CFR Part 214, 49 CFR 200-399; FTA 49 CFR 673).

IV 1.2.7 Fire Life Safety and Security Committee (FLSSC)

The Fire Life Safety and Security Committee serves as a liaison between system safety, rail and bus service, and local police, fire and emergency response agencies. The FLSSC is chaired by a Safety Administrator, and alternately chaired by the Emergency Management Manager. Members include local police, fire, and EMS staff, and UTA's public safety, bus operations, and rail supervisors.

The FLSSC coordinates inspections and drills to verify the fire life safety and security emergency response, and familiarization and compliance in the system. Drills are initiated during the activation phase, and continue during revenue operations, per federal requirement, to maintain an effective inter-agency rapport.

IV 1.2.8 Construction Safety Committee (CSC)

The Construction Safety Committee coordinates on-going safety efforts between construction contractors, reviews construction safety programs, conducts roadway worker protection training, and reviews claims summaries. The CSC is chaired by a Safety Administrator, and alternately chaired the UTA safety manager. The committee consists of the Capital Projects senior program manager-construction, Safety Administrators, safety training, claims manager, contractor's safety managers, and construction managers. The CSC coordinates closely with the SSWG and participates in the PHA and TVA reviews.

The purpose and scope of the committee is to prevent accidents, illness, and casualties to UTA employees involved with all aspects of construction, inspection, and maintenance activities.

IV 1.2.9 Configuration Control Committee (CCC)

The Configuration Control committee (CCC) has been established as a management tool to assist in evaluating recommended changes to a particular project and providing final approval for configuration and budget changes. The CCC's function is to address the need for continuity through the entire life of the project. It is essential that changes to the project be communicated through the proper channels and that all necessary personnel have been notified. More importantly, the function is to monitor, evaluate, recommend and carry out any changes in the scope of the project through all project stages.

The Capital Development SOP 003 has been developed to guide the CCC process and give direction and authority from the Director of Capital Projects to monitor progress of capital projects. This SOP also outlines the composition of the committee.

IV 1.2.10 Activation Committee (AC)

The Activation Committee is a working committee of managers that meets regularly, combining safety and security verification process functions into UTA's construction, systems integration, and testing phases of new projects. The AC is made up of an activation manager and one manager from each of the following four supporting disciplines: Safety, (Capital) Civil, Systems and Operations.

UTA has instituted the use of the Activation Committee and the Hold Point process to bring on rail, new bus and facility projects. The membership of the committee may change slightly to best fit the role of the AC. The remainder of this section describes the project activation process.

Each discipline manager will be responsible for ensuring all certified items lists (CILs), procedures, tests, filing of documents, and any other assigned activities for his/her group are completed in accordance with applicable parts of the activation plan. Three of the four discipline managers, identified above, will each be assigned coordination responsibilities for one of the three activation primary functions-safety and security certification, system integration testing, and services. The AC will oversee and approve all activation documents and activities.

The Activation Manager (AM), with help from the AC, will ensure that the project follows the activation process, that all documents are properly completed and filed correctly, and that all necessary safety and security certifications are properly completed and signed before the project enters revenue service.

The AC will meet regularly to develop and finalize details of the AP specific to the project, and then manage activation activities against the plan. They will also discuss progress, issues, and concerns in regard to activation activities and requirements. Meeting minutes will be recorded and filed each time the committee meets. An

action items list will be included with the minutes, and will be updated and discussed each time the committee meets to ensure responsibility and completion of items deemed critical to successful activation. The committee will create, maintain, and adhere to an activation-specific schedule, which will help to ensure completion of activation and start-up activities prior to scheduled revenue service dates.

Following commencement of revenue operations, the AC provides "lessons learned" input to planning and design teams, and for improved processes for the next activation.

IV 1.2.11 Safety and Security Working Group (SSWG)

The Safety and Security Working Group (SSWG) is established by the Project Manager for each project that significantly changes the interaction of employees or patrons with the UTA system. The SSWG examines the design and specifications of safety and security critical systems on the project. The SSWG is chaired by the PM, project director, or a designee. Primary responsibilities of the SSWG are to establish the preliminary hazard analysis, focus on and mitigate hazards on the project, and coordinate the project safety elements through design, construction and activation. The threat and vulnerability assessment (TVA), if conducted, is also coordinated by the SSWG.

The SSWG begins during the design phase and conducts regular review meetings, separate from ongoing design efforts, to focus specifically on safety issues. The project manager ensures that safety considerations are continually considered during regular design reviews. Design modifications that are recommended to be incorporated into the UTA design criteria are referred to the Capital Projects civil design manager for review at the design and construction meeting (DCM). Modifications are then forwarded to the Configuration Control Committee (CCC) for approval if the modifications are significant enough.

Core members:

- UTA Construction/Design Safety Admin
- UTA Security Manager
- UTA Video Security Admin
- UTA Mode Safety Admin, if applicable

Members at Large:

- UTA Project Manager
- Designer/Architect
- UTA Transit Police Officer
- End User to include, as applicable
- Facility Personnel

Operations

- MOW
- Admin Personnel
- ADA Specialist

Intent – to review systems from an end-user perspective, looking for hazards that can be 1) engineered out of the system, 2) corrected with SOP, procedures, etc. or 3) addressed with PPE.

The SSWG may not change the scope of the project, but may make decisions that relate directly to the remediation of specific hazards. To this end, it is best for the SSWG to be included in the scope phase of the project plan.

The SSWG defines the job specific CILS and creates and maintains the PHA. If the SSWG determines that the residual risk of a hazard cannot be reduced below Medium, then the SSWG presents its findings to the SSRC for final risk analysis.

IV 1.2.12 Accident Evaluation Group (AEG)

The AEG is comprised of key UTA staff from varying departments that would have a role in the development of a Corrective Action plan resulting in UTA involved accidents. UDOT will also be an invited member to all AEG meetings and play an active role in identifying casual or contributing factors.

IV 1.2.13 Accident Review Committee (ARC)

Accidents involving damage or injury are reviewed by the Accident Review Committee to determine whether it was avoidable or unavoidable. The ARC is coordinated through the claims department, and consists of two members of management, and two bargaining unit employees, who alternate chair the ARC. Each ARC will also have a tie-breaker member appointed, as accepted by management and the union.

Members of the ARC committee review each accident individually, and then render a sealed vote as to whether the accident is avoidable or unavoidable. The sealed votes are counted by the chair with a member of management, and a union representative. Avoidable accidents are charged against the operator or driver, and then classified for damage and injury severity, by UTA's claims unit. Avoidable severity classifications have varying degrees of disciplinary action, up to and including termination. See UTA Business Unit Standard Operating Procedure, No.BU6.8.1.7.

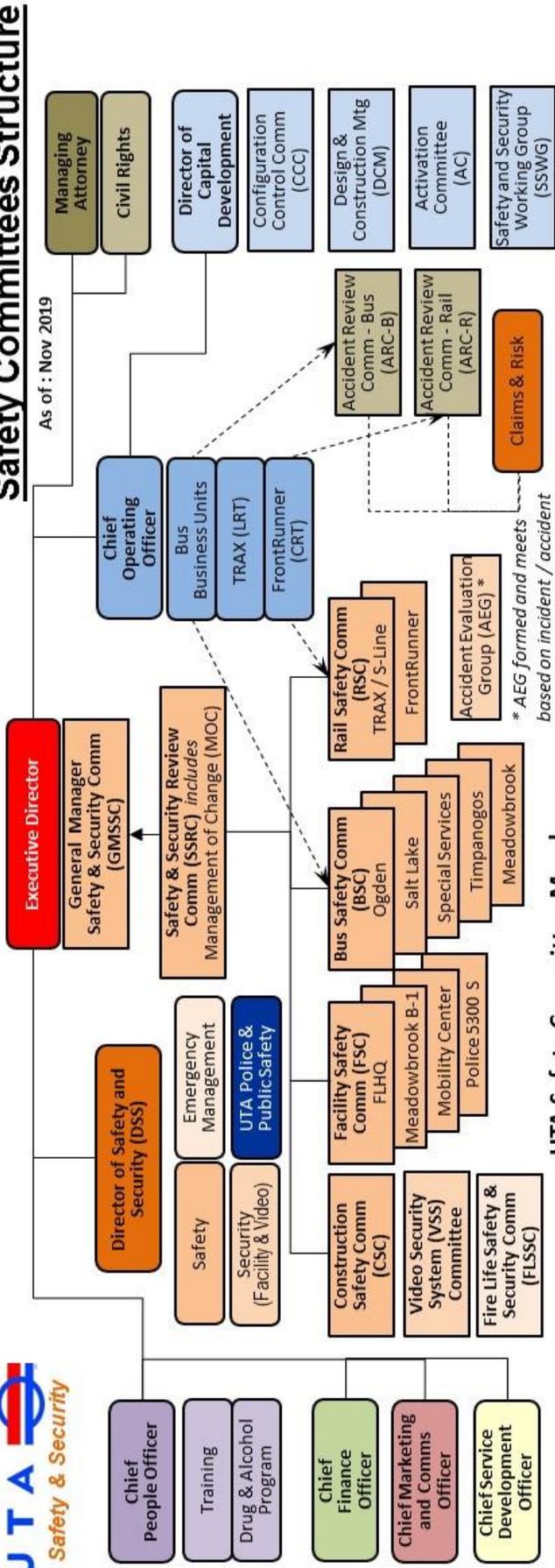
IV 1.2.14 System Safety Committee Organizational Process Chart

UTA has formed a number of committees to combine and coordinate the efforts between system safety, rail service, capital projects, and other departments or agencies, to effectively address safety and security concerns. The current diagram of safety related committees is provided on the following page.



Safety Committees Structure

As of : Nov 2019



UTA Safety Committee Members

Committee	GMSSC	SSRC	FLSSC	CSC	BSC x5	RSC x3	FSC x4	AC	VSS	
Chair >	Executive Director	UTA Police Chief	SA-FrontRunner	SA-Construction	BU RGM/Snr Mgr	RS RGM/Snr Mgr	Senior Mgr	Activation Mgr	Video Sec Admin	
Alt Chair >	DSS	Em Mgmt Mgr	Safety Mgr	Safety Mgr	BU Maint Mgr	BU Maint Mgr			DSS	
Members >	VPC (5) Invitees Claims Legal HR Mgr	BU RGM x 2 BU Maint Mgr RS F R Mgr RS TRAX Mgr RS MOW Mgr Cap Dev Prj Dev Cap Dev Constr Technology Office MOW Facilities Invitees Cap Dev Env Mgr Cap Dev Facilities Claims Legal SAS Auditor SSO	UTA Police TRAX Opns FR Opns Bus Opns UTA Dispatch SLC Police SLFD TSA Rep Assoc Mbrs Local Police Local Fire Invitees UTA Comms Safety Training UTA ADA UTA Facilities	Cap Dev Constr SAS Safety Training Security Claims Contractor's Construction Mgr Safety Manager Invitees Legal Insurance Agents	SA-Bus BU Opn Mgr Operators (2) Maint Staff (2) Invitees Claims Legal	SA-Rail Opn Mgr Operators (2) Maint Staff (2) Invitees Claims Legal	Facilities Rep Dept Mgrs/Rep SA Opns (Rail, Bus or Facilities) Invitees VPO CSSTO Rail / Bus RGM	Safety Systems Civil/Construct. Facilities Rep Invitees Legal	IT Rep Bus Rep Rail Rep Facilities Rep Invitees Legal	ARC x2 Admin Ops-B CBU Ops-B Admin Ops-R CBU Ops-R Tiebreaker Invitees Legal Claims Risk



IV 1.3 Department Position Responsibilities

All employees have the right and responsibility to address safety in their work area, and on the system, and to present safety concerns to their immediate supervisor, manager, or Safety Administrators. The Manager coordinates with safety committees and Safety Department to ensure that hazards are quickly and effectively eliminated. Specific departments and positions within UTA have inherent safety responsibilities. Those departments, illustrated in the UTA Safety Organization chart, and positions are addressed in the following matrix and sections.

System Safety and Related Tasks Matrix

- P - Primary Responsibility
- S - Support Responsibility
- RC - Review and Comment
- A – Approval

Safety Tasks	System Safety	Rail Ops.	Rail Veh. Maint	Rail MOW	Cap Dev	Fac. Maint	RSC/BSC	SSRC	GMSSC	UTA Board	HR	
Prepare safety policy statements	P	S	S	S	S	S	RC, A	RC, A	A		S	
Approve UTA corporate policy statements	S	S	S	S	S	S	S	S	A	A	S	
Update TASP	P	RC, S	RC, S	P	RC, S	RC, S	S	RSC	RC, A		RC, S	
Hazard management process	P	S	S	S	S	S	P	P	P			
System modification	P	S	S	S	P	S	S	A				
Safety certification	P	S	S	S	P	S	S	P, RC,	A			
Safety data collection and analysis	P	S	S	S	S	S	P	P	RC,A			
Accident/incident investigations	P	P	P	P		P	S	RC, A	RC,A			
Emergency management	P	P	S	S	S	S	S	RC, A	RC,A			
Internal safety audits and reviews	P	S	S	S	S	S	S	RC,A	RC,A		S	
Rules compliance	P	P	P	P	P	P	S	RC,A				
Facilities/ equipment inspections	S	S	P	P	S	P	S	S				
Maintenance audits/inspections	S	S	P	P	S	P	S	S				
Training/ certification program-employees and contractors	S	P	P	P	P	P	S	S				
Configuration management/control	P	S	S	S	P	S	S	RC,A	RC,A			
Local, state, federal requirements	P	P	P	P	P	P	S	S				
Hazardous material programs	P	S	P	P	P	P	S	S				
Drug and alcohol program	P	P	P	P	P	P	S	S			P	
Procurement	S	P	P	P	P	P	S	RC,A				
Roadway worker program	P	S	P	P	P	P	S	S				
FRA rules, regulations, safety initiatives, programs	P	P	P	P	P	P	S	S				

IV 1.3.1 Safety Department

The Safety Department has review responsibility for Design, Construction, Light Rail (TRAX), commuter rail (FrontRunner), bus, and paratransit safety. Safety Administrators in the department have specific responsibilities within their areas - but are coordinated to assist throughout the organization. The Safety Department also promotes safety within UTA through weekly safety messages, monthly safety posters and involving UTA employees by rewarding good acts of safety and ideas. UTA also promotes safety within the community through ongoing education outreach through Operation Life Saver, community safety fair and trucking association presentations.

IV 1.3.1.1 Director of Safety and Security

UTA Safety Department is led by the Director of Safety and Security who has direct reporting responsibility to the ED. The DSS has been delegated specific responsibilities, by the GM/ED, for the management of: system safety, occupational safety and health, accident and incident investigation, the continuous hazard management process, the internal safety audit process, oversight of construction safety, safety and security certification, safety data collection and analysis, industrial hygiene, safety training, safety program implementation, regulatory compliance, and monitoring the implementation of the TASP.

The DSS typically meets with the GM weekly, typically during Corporate Staff and Executive Team meetings to provide updates on safety issues, safety priorities and hazard management and the impacts of budget reductions and resource constraints on the performance of safety-related maintenance activities and requirements. The DSS coordinates safety activities with all other executives.

DSS leads the GMSSC and the SSRC meetings, manages the Safety Administrator and coordinates construction safety with Capital Projects Department. DSS serves as the approving authority during the System Safety Certification Program "hold point" process.

The DSS coordinates all activities of the Safety Administrators serving the operational functions of rail and bus.

IV 1.3.1.2 Safety Administrator

The Safety Administrators develop and administer system safety within UTA including Transit Systems, Construction and Instructional Design/Training. These responsibilities include: hazard mitigation and tracking logs, rule observations and compliance, conducts roadway worker protection training for all contractors and administrative staff, develops, updates, and teaches RWP, GHS, OSHA, SMS programs, conducts outreach in coordination with Planning and Public Relations, oversees safety curriculum, and maintains required training assignments, certifies safety trainers, oversees record keeping across UTA, completes weekly safety reports, coordinates with safety committees, coordinates FTA, FRA, UDOT SSO, TSA, OSHA activities and audits, conducts safety training programs, conducts and leads Fire Life Safety Committee activities and drills, enters and tracks NTD, and AIRGET accident data, oversees safety on all construction and renovation projects, conduct investigations, and inspections, verifies safety certification through activation phases of capital projects, collects safety data and prepares reports on incidents, accidents, and corrective actions plans

Safety Administrator

IV 1.3.1.3 Emergency Management Program Manager

The Program Manager has the responsibility for implementing and coordination all of UTA emergency management activities (planning, training, exercises, responding, recovery, etc.), ensuring plans, directives, SOPs, and SOGs are relevant and current, developing, implementing, and managing the UTA emergency response capacity (supplies, equipment, etc.), coordinating UTA's response plans with external agencies, and integrating UTA's Emergency Preparedness Plan, Transit Agency Safety Plan, Security Preparedness Plan, and Emergency Response Plan's.

IV 1.3.1.4 UTA Chief of Police / Public Safety Manager

The UTA Chief of Police / Public Safety Manager reports to the Chief Operating Officer and is responsible for the day-to-day management of the safety and security of all operations, maintenance and administration facilities of UTA rail, bus, and paratransit systems.

IV 1.3.2 Operations Department

IV 1.3.2.1 Chief Operating Officer

The Chief Operating Officer reports directly to the ED and is responsible for the day-to-day management of the safe operation and maintenance of the UTA rail, bus, and paratransit systems. The COO coordinates the General Managers for Rail and Regional General Managers (bus) in accomplishing this mission. The COO collaborates with the Safety and Security Director and all members of the Executive Team to effectively implement this Transit Agency Safety Plan, Safety and Security Certification Program Plan, and Security Program Plans

through the development and implementation of required plans, procedures, and processes. The COO also ensures appropriate resources are allocated for the implementation of safety projects and plans.

IV 1.3.2.2 Light Rail General Manager

The Light Rail Service General Manager is responsible for guiding the planning, organizing, directing and controlling of all functions and activities of TRAX light rail and streetcar, technical services, and service planning including administration, development, employee relations, safety (with oversight from the Safety Department), budget, compliance, and customer service. Provides guidance in the development and implementation of standard operating procedures, safety regulations (with oversight from the Safety Department), and fee schedules for Light Rail in compliance with federal, state, county and municipal rules and regulations. Oversees long-range planning and development of Light Rail programs and projects. Assists the Chief Operating Officer in developing programs to meet the needs of citizens. Helps provide a culture of employee engagement by ensuring that all labor and employee relations matters and activities are conducted in a manner consistent with UTA goals and mission.

IV 1.3.2.3 Commuter Rail General Manager

The Commuter Rail Service General Manager is responsible for guiding the planning, organizing, directing and controlling all functions and activities of FrontRunner Commuter Rail, technical services, and service planning including administration, development, employee relations, safety (with oversight from the Safety Department), budget, compliance, and customer service, provides oversight and development and implementation of standard operating procedures, safety regulations, and fee schedules for commuter rail in compliance with federal, state, county and municipal rules and regulations. The Commuter Rail Service GM oversees long-range planning and development of Commuter Rail programs and projects, and assists the Chief Operating Officer in developing programs to meet the needs of citizens. Additionally the Commuter Rail Service GM helps provide a culture of employee engagement by ensuring that all labor and employee relations matters and activities are conducted in a manner consistent with UTA goals and mission,

IV 1.3.2.3 Director of Asset Management

The Director of Asset Management is responsible for all rail maintenance facilities and all rail corridor and system infrastructure (Maintenance of Way). The manager ensures compliance with roadway worker protection training, training for all equipment workers within facilities.

The Manager coordinates with safety committees and Safety Department to ensure that hazards are quickly and effectively eliminated.

IV 1.3.2.4 Regional / Service General Managers (Bus/Special)

The Regional General Managers report to the COO and have the day-to-day responsibility for the safe operation of the bus and paratransit systems and maintenance facilities. The RGMs ensure compliance with driver and maintenance operations and safety training.

IV 1.3.2.5 Chief Financial Officer

The Chief Financial Officer reports directly to the ED and has the responsibility for the offices of Accounting, Fares, Supply Chain, and Claims. Has responsibility for ensuring that only approved chemical and hazardous materials are procured, the requesting departments have coordinated safety and environmental requirements of contracts prior to advertisement.

IV 1.3.2.6 Director of Capital Projects

The Director of Capital Projects reports to the Chief SVC Dev Ofc, and has the responsibility for project development and delivery, construction, State of Good Repair projects, environmental, and grant administration. The Director has responsibility for ensuring approved designers and contractors are retained, design criteria, safety programs for construction are in place on all projects, construction and systems integration testing for all new rail, bus and facility projects.

IV 1.3.2.7 Senior Program Managers

Senior Program Managers report to the Director of Capital Projects and have responsibility for Project Delivery, Construction and Quality, and Environmental compliance and mitigation. System Safety Certification Program, with "hold points", is the responsibility of the SPM project delivery.

IV 1.3.2.8 Information Technology Director

The IT Director reports to the ED and is responsible for developing, maintaining and securing UTA's enterprise computer systems and architecture; ensuring appropriate backup and recovery during emergency services; researching and implementing new technology systems to enhance transit services, and electronic fare collection.

IV 1.3.2.9 Chief Comms & Marketing Officer

The Chief Comms & Marketing Officer reports directly to the ED. They oversees a staff that is responsible for the agencies' external communications, advertising requirements and revenue, coordination of fare rates and medium and bargaining unit coordination.

IV 1.3.2.10 Director of Planning

The Planning Director reports to the Chief Svc Dev Officer. They oversee a staff that is responsible for all the agencies' long range transit planning, strategic business planning, financial planning and funds programming, transit-oriented development planning, as well as project development and system optimization

IV 1.3.2.11 Senior Counsel to the Utah Transit Authority

The Senior Counsel reports directly to the ED, and is responsible to review and provide necessary legal advice on safety and environmental issues, managing liability and worker's compensation claims, reviewing new safety and environmental legislation, or regulations which may impact UTA's functions or operations,

IV 2 Training and Certification Program

IV 2.1 Employee and Contractor Safety

Training and certification is a paramount concern, and as such UTA has developed a number of educational programs. The following employee classifications perform work that requires safety training and or certification:

- a. Train operators
- b. Operations personnel (hosts, report, etc.)
- c. Vehicle maintenance
- d. Maintenance of way (infrastructure/systems)
- e. Facility maintenance
- f. Passenger facilities maintenance
- g. Controllers
- h. Other personal and contractors that foul or potentially foul UTA's rail right of way

IV 2.1.2 Line and Signal Technicians and Rail Maintenance workers

Line and Signal technicians and Rail Maintenance workers are required to complete roadway worker training on an annual basis. Line and Signal Technicians undergo training that is conducted by Union Pacific Railroad. This training consists of 4 two week phases and includes all elements related to signals and crossings and their maintenance, trouble shooting, and repair. In addition to signal training employees may participate in a lineman's correspondence course after completing all phases of the signalmen's school. All equipment training is conducted as on the job training and is provided by the employee's direct supervisor. Rail Maintenance workers participate in two correspondence training courses: "Basic principles of track maintenance and advanced principles of track maintenance". After the completion of these courses a track maintenance worker must complete one year of maintenance work and must obtain approval of management before becoming a track inspector. Track Maintenance Supervisors must complete the same training in order to be able to inspect track. All equipment training is conducted as on the job training and is provided by the employee's direct supervisor.

IV 2.2 Training and Certification for Employees and Contractors

UTA employees and contractor personnel, whether construction or service contractors, are required to be in compliance with applicable UTA rules and standard operating procedures (SOP) as well as local, state, and federal safety regulations. Service contractors who perform specific jobs under contract are required to be in compliance with specific safety or environmental laws that are or may be affected by their work.

UTA has developed a *Construction Safety Program Manual* that governs contractor safety specifically for contracted construction workers for UTA. This manual outlines procedures and responsibilities of UTA project managers and contractor personnel who contract with UTA to perform construction work activities. Additionally, the UTA safety goal is to achieve accident-free construction projects.

The UTA *Construction Safety Program Manual* reflects minimal standards. All general contractors, contractors, and their sub-tiers will be expected to meet or exceed the standards and good safe practices outlined in the manual and their own safety program, whichever is more stringent.

The UTA grants and contract administrator will review and implement into contract language requirements for the contract employees to meet. These contracts are written and reviewed by UTA's legal counsel as well as the contract administrator to assure that specific safety and environmental requirements for contract employees are met.

IV 2.3 Work-Required Training for Employees and Contractors

All UTA employees and contractor personnel that will be working in the TRAX or FrontRunner corridors, who foul or have the potential to foul the tracks (within 10' of centerline of track), must receive the roadway worker protection training prior to beginning their work.

Contractors are responsible to train their employees on OSHA-required training prior to performing UTA projects. Other related training that contract employees and UTA employees will be current on includes the following:

- Hazard communication
- Blood-borne pathogen awareness hazardous energy control
- General safety awareness
- Work-required training for safety sensitive employees and contractors

Employees and contractors, who are under a legal contract with UTA, are obligated to comply with specific safety and environmental requirements and demonstrate quality of workmanship by observation and records reviews. Employees and or contract employees will meet the training, inspections, testing, and maintenance specifications as outlined in 49 CFR as it relates to commuter rail vehicle maintenance and personnel training. UTA supervisors, managers, and Safety Administrators are authorized to make regular observations of work being performed and will determine whether or not safety and environmental requirements are being complied with. The quality of materials and construction processes will also be reviewed by designated quality assurance personnel. Training courses given to employees and contractors will require that tests be completed prior to the completion of coursework. These will be the primary methods used to assure that compliance is obtained.

UTA identified tasks related to the inspection, testing, and maintenance required by Part 238.109 that must be performed on each type of equipment that FrontRunner operates.

Required Training	Train Operators	Controllers	Line & signal	Rail Maint.	Veh. Maint.	Facilities M.
RWP	Annual	Annual	Annual	Annual	Annual	Annual
Basic Track Principles	-	-	-	Optional	-	-
Advanced Track Principles	-	-	-	Optional	-	-
Signal Cert	-	-	Initial	-	-	-
Lineman's Course	-	-	Optional	-	-	-
Blood-borne path	-	-	-	-	Annual	-
Lock out/Tag out	-	-	Annual	-	Annual	Annual
Train license (N.S.T)	-	-	-	-	Initial	-
Blue flag protection	-	-	-	-	Annual	-
Forklift	-	-	Biennial	Biennial	Biennial	Biennial
Train operator cert	Initial	-	-	-	-	-
Train operator re-cert	Annual	-	-	-	-	-
Controller Cert	-	Initial	-	-	-	-
Controller Re-cert	-	Biennial	-	-	-	-
Hazard Comm	Initial	Initial	Initial	Initial	Initial	Initial
Equip Cert	-	-	Initial	Initial	Initial	initial

IV 2.4 Employee and Contractor Safety Programs

UTA has a multifaceted employee safety program. This program is developed by the operations performance office in conjunction with the various UTA departments affected by the program. The program is generally described in the UTA *TASP*, the *Construction Safety Manual*, the FrontRunner and TRAX rulebooks, and the *Environmental Compliance Policy Manual*. By this program, UTA, its management, staff, and employees are required to follow all applicable local, state, and federal regulations addressing safety. These regulations include the employee right to know provisions. The program also addresses standard industry practice for safety requirements. Within the operations performance office, the Safety Administrators are responsible to work with the line authority management to assure safety policy provisions are appropriate and being followed at Rail Services.

IV 2.5 Construction Safety Requirements

The construction safety program is developed and managed by UTA Safety Administrators. This program defines construction safety functions and responsibilities and other construction safety requirements such as safety equipment, documentation, and safety personnel. All contractors and UTA employees must comply with Occupation Safety and Health Administration (OSHA) rules and the requirements of the construction safety program, UTA Rail Services rule books, SOPs, and individual company contract agreements with UTA.

Contractors who have personnel working around rail systems may be regulated by 49 CFR Part 214, the Roadway Worker Protection Act. Responsive to that requirement, UTA has established a training and certification class for rail roadway workers. All construction and UTA employees who may work on or near the tracks are required to attend this training annually and obtain a certification card or sticker to keep on their person.

The UTA construction safety program will be reviewed and updated on a bi-annual (two-year) basis. The Safety Administrator will have primary responsibility for this update. The Safety Administrator will also be the responsible party for participating in the Federal Transit Administration (FTA Triennial Audits 49 CFR 673 as they are conducted each three-year cycle.

2.6 Training and Certification Training, Courses, Education

Training Administrators maintain electronic training records for the following items: RWP, blood borne pathogens, hazardous communications, Train operator certification, Train operator re-certification, controller certification, controller re-certification, train equipment certification, train license (N.S.T.), lockout tag out, blue flag protection and forklift certification. All safety related courses that are conducted in a classroom environment or through computer based delivery are also maintained electronically by the Training Administrators.

Records for the following training: lineman's course, signal certification and basic/advanced track principles are maintained in the employee training records, in paper form and are available for audit and review. These records are available directly from the rail department managers. The training supervisor and management review the training records to determine completion. Most training is done annually, with all operators, employees, and supervisors being trained in the same month.

IV 2.6.1 Safety Administrators Certification

The Safety Department recognizes the FTA Transportation Safety Institute (TSI) to administer transit safety and security training certifications for all Safety Administrators at UTA. All Safety Administrators will complete the TSSP within the first two years of their safety assignment. This certification involves the successful completion of the Transit Safety and Security Program Certificate as outlined by TSI training manual. Courses required are:

- a. Transit Rail/Bus System Safety
- b. Transit Rail/Bus Incident Investigation
- c. Effectively Managing Transit Emergencies
- d. Safety Management Systems
- e. SMS Awareness CBT
- f. SMS Assurance Webinar
- g. Note: Safety refresher training is held during safety department meetings.

UTA Safety Administrators are TSSP Certified through the Transportation Safety Institute and are eligible to receive additional safety certification through the World Safety Organization. Safety related instruction is emphasized through UTA's corporate policies and procedures, maintained on UTA's intranet.

IV 3 Local, State, and Federal Requirements

IV 3.1 Corporate Policies

The board of trustees, in their Policy Operational Directive for Safety (2.1. Safety No. 1.2.1), creates the foundation that ensures the safety of employees, passengers, and the general public. The following corporate standards are incorporated into UTA's corporate policies that include local codes, state, federal, and OES&H standards and other safety initiatives. Safety requirements are applicable to UTA employees, contractors, passengers, and the general public.

IV 3.2 Corporate Safety Policies

- 4.3.1 Employee and Public Safety
- 4.3.5 Fire Protection and Evacuation Plans
- 4.3.6 Hazard Communication or Right to Know Policy (OSHA)
- 4.3.12 Personal Protective Equipment
- 4.3.15 Responding to Employee Complaints and Concerns
- 4.3.17 Safety Committee
- 4.3.20 Visitor Access
- 4.3.22 Safety Shoes (SOP) (Renumbered U 2.1.2.3)
- 4.3.23 Emergency Notification Policy
- 4.3.24 Safety Glasses Policy

Operations Safety Standards

- OSH 4.211 Machine Equipment Safety Guarding Plan
- OSH 4.146 Confined Space entry
- OSH 4.1030 Exposure Control (BBP)
- OSH 4.22 Fall Protection
- OSH 4.147 Hazard Energy Control
- OSH 4.95 Hearing Protection
- OSH 4.33 Hot Work
- OSH 4.176 Power Industrial Truck and Forklift Safety
- OSH 4.179 Overhead lifting
- OSH 4.1903 Regulatory insp response
- OSH 4.134 Respiratory protection
- OSH 4.25 Roadway Response Safety
- OSH 4.5 Safety Inspections and Audits
- OSH 4.94 Spray Painting Operation
- OSH 4.21-30 Walk and Working Surfaces

IV 3.3 Health and Environmental

- 4.4.1 Environmental Protection (Renumbered 4.1.5)
- 4.4.1-1 Environmental Protection (SOP)
- 4.4.2 Battery Recycling (SOP)
- 4.4.3 Electronic Waste and Mercury-Containing Equipment (SOP)
- 4.4.4 Hazardous Waste Management (SOP)
- 4.4.5 Parts Washer Solution Management (SOP)
- 4.4.6 Industrial Waste Water (SOP)
- 4.4.7 Public Transit Shelter Cleaning (SOP)
- 4.4.8 Spill Response and Reporting (SOP)
- 4.4.9 Storm Water Pollution Prevention (SOP)
- 4.4.10 Universal Waste Management (SOP)
- 4.4.11 Used Oil Filter Management (SOP)
- 4.4.12 Used Oil Management (SOP)
- 4.4.13 Vehicle Engine Idling

IV 3.4 Occupational, Environmental, Safety and Health (OES&H)

An important aspect of safety compliance falls under Occupational, Environmental, Safety and Health (OES&H) rules, regulations, guidance, and initiatives. UTA's Safety Administrators work closely with managers, supervisors, and employees to ensure understanding of the various requirements of OES&H, as well as to other federal, state, and local rules, standards, and ordinances. UTA has developed additional guidance through the adoption of ISO 14001:2015 Environmental Management System, which requires all UTA employees to receive awareness training of environmental procedures and understand the requirements regarding environmental aspects. This training was given to all UTA employees at the time of ISO 14001:2015 Certification in 2006. All new employees receive awareness training about environmental commitments in their New Employee Orientation presentation. New employees are also trained by their supervisors on department environmental procedures involving SDS and hazard communication, recycling, spill response, excess idling, energy management, water conservation and reducing the UTA carbon footprint (greenhouse gas reduction).

The UTA Environmental Corporate Policy specifically requires UTA to be in compliance with legal requirements of all local, state, and federal laws.

Contractors performing work at UTA facilities, who bring chemicals onto UTA property, are required to participate in a Contractor Environmental Briefing which is presented to the contractor by the Environmental Compliance Administrator. During this briefing, UTA will understand what chemicals may be brought onto UTA property and understand the potential for spills or releases and impact on UTA if the chemicals are not handled according to manufacturer's recommendations. Copies of Material Safety Data Sheets of chemicals are provided to UTA by the contractors. Contractors must present their work plan and employee personal protection procedures for handling chemicals associated with the contracted work at UTA. At the conclusion of the contractor briefing, the contractor is required to sign the briefing with the Environmental Compliance Administrator. Contractor personnel who demonstrate a lack of understanding of applicable rules and procedures may be removed from the work site and require additional safety training be conducted. Briefing packages are maintained in the Environmental Department files. Additionally completed package briefings are kept on record with the UTA contracts department.

IV 3.5 Federal Railroad Administration and TRAX Light Rail

UTA's light rail service (TRAX) is one of the few transit agencies in America that is also regulated by the FRA, in addition to FTA, and UDOT SSO agencies. Portions of UTA's light railroad tracks share limited freight operations with railroad operators through temporal separation, and as such come under FRA jurisdiction. Aspects of UTA's TRAX service are regulated by the FRA. UTA ensures compliance with FRA regulations, as specified by 49 CFR Parts 213 to 240. UTA has received FRA waivers for a number of the CFR parts, as defined by a number of waiver agreements.

Joint FRA/FTA policy statements explain how these agencies coordinate their safety authority.

UTA rail Safety Administrators work closely with the FRA to ensure compliance, and to develop safety initiatives and programs to satisfy regulatory requirements.

IV 3.6 Federal Railroad Administration and FrontRunner Commuter Rail

It is the intent of this Transit Agency Safety Plan to meet all of the applicable FRA requirements for commuter rail (FrontRunner) as well as the Light Rail system. This plan will not identify all of the specific requirements of 49 CFR; however, it will identify the parts that will be regulated by the FRA. Specific standard operating procedures (SOP) will be developed in each of the operating areas of maintenance and operations, with the exception of waivers that have been approved by the FRA for the operation of the Light Rail system. These procedures will identify the inspection, testing, and maintenance of numerous tasks. The following is a list of Code of Federal Railroad Administration Regulations (49 CFR) relating to commuter rail operating equipment on standard gage rail that operates on or is connected to the general railroad system. This list is taken from the *Manual for the Development of System Safety Program Plans for Commuter Railroads* published May 15, 2006 by APTA.

Part	49 CFR Title	Purpose or Brief Summary of the Standard
213	Track Safety Guidelines	Prescribes minimum safety requirements for railroad track maintenance.
214	Railroad Workplace Safety	Prevent accidents and injury while working on or near the track. Roadway Worker Protection Parts A, B, C, D.
217	Railroad Operating Rules	Rules and practices with respect to the operation of trains and equipment on the general railroad.
218	Railroad Operating Practices	Contains the minimum requirements for operating rules and practices, timetables, and special instructions.
219	Control of Alcohol and Drug Use	Prevent accidents in railroad operations that result from impairment of employees by alcohol or drugs.
40	Transportation Workplace Drug Testing	DOT procedures for drug and alcohol testing in the workplace.
220	Radio Guidelines and Procedures	Minimum requirements governing the use of wireless communication with railroad operations.
221	Rear-End Marking Devices	Minimum requirements governing highly visible marking devices for the trailing end of the rear car for all passenger, commuter, and freight trains.
222	Use of Locomotive Horns at Public Grade Crossings	To provide safety at public highway-rail grade crossings by requiring locomotive horn use at public highway rail-grade.
223	Safety Glazing Standards - Locomotives	Provides minimum standards for glazing materials in order to protect railroad employees and passengers from objects striking windows of locomotive, caboose, and passenger cars.
225	Railroad Accident and incidents Reports, Classifications, and Investigations	Provide FRA accurate information concerning hazards and risks that exist on the nation's railroads.
228	Hours of Service of Railroad Employees	Prescribes reporting and record keeping requirements with respect to the hours of service of certain railroad employees. (See SOP 101.09)
229	Railroad Locomotive Safety Guidelines	This part prescribes minimum federal safety standards for all locomotives except those propelled by steam power.
231	Railroad Safety Appliance Guidelines	Appliances such as hand braking applications, coupling, running boards, ladders, steps, clearances, roof handholds, side handholds, etc.
232	Brake System Safety Standards for Freight and Other Non-Passenger Trains and Equipment; End of Train Devices	Sub-part "E" is for passenger trains; prescribes federal safety standards for freight and other non-passenger train brake systems and equipment. Sub-part "E" of this part prescribes federal safety standards not only for freight and other non-passenger trains, but also for passenger train brake systems.
233	Signal System Reporting Requirements	This part prescribes reporting requirements with respect to methods of train operation, block signal systems, automatic train stop, train control, and cab signal systems, or other similar appliances, methods, and systems.
234	Grade Crossing Signal System Safety	This part imposes minimum maintenance, inspection, and testing standards for highway-rail grade-crossing warning systems. This part also prescribes standards for the reporting of failures of such systems and prescribes minimum actions railroads must take when such warning systems malfunction.
236	Rules the Installation, Inspection, Maintenance, and Repair of Signal and Train Control Systems,	This part establishes the minimum requirements for rules, standards, and instructions for testing, inspection, and maintenance of train signal devices and appliances.
238	Passenger Equipment Safety Standards	The purpose of this part is to establish minimum safety planning requirements that will lead to the prevention of collisions, derailments, and other occurrences involving railroad passenger equipment that causes injury or death to railroad employees, railroad passengers, or the general public; and occurrences to the extent they cannot be prevented.
239	Passenger Train Emergency Preparedness	Applies to passenger railroads and prescribes minimum federal safety standards for the preparation, adoption, and implementation of emergency preparedness plans by railroads connected with the operation of passenger trains, and requires each affected railroad to instruct its employees on the provisions of its plan.
240	Qualifications and Certification of Locomotive Engineers	Applies to all railroads, and establishes the minimum federal safety standards for training, testing, certification, and monitoring of all locomotive engineers to whom it applies regardless of the fact that a person may have a job classification title other than that of locomotive engineer.

IV 3.7 Construction Safety

Construction safety is administered in accordance with contract specifications, and applicable Federal, State and local safety requirements. The UTA Safety Administrator-Construction has primary responsibility for safety oversight of construction projects. The program is based on, and complies with applicable federal, state, and local safety codes and regulations, including UOSH. Procedures have been established for the control of operating hazards, including but not limited to chemicals, noise, cut and abrasion injuries, strain, and sprain injuries. Contractors are required to comply with these requirements for the safety of their own employees as well as to safeguard UTA employees, contractors, passengers and the public.

Engineering and Project Management approves the contractor's safety program plan and supporting documentation, with the concurrence of the Safety Department. Particular emphasis is placed on work that may affect UTA operations, passengers, facilities, and personnel. All contractors working in the UTA rail rights of way, or interfacing with UTA Rail Operations are required to attend Roadway Worker Protection (RWP) safety training. This training covers track access, right of way flagging, and operating procedures. Audits of the contractors are conducted to assure compliance with Federal and State Law, and the UTA requirements.

IV 3.7.1 Employee and Contractor Awareness of FRA Requirements

UTA employees and contractors are required to be aware of and comply with specific FRA regulations. Roadway Worker Protection (RWP) (49CFR214) is a safety requirement that employees and contractors must follow. Employees and contractors who may foul the tracks or have potential to foul the tracks while performing their work are required to receive specific Roadway Worker Protection training before they perform roadway work. The rail control centers have established a Work Permit which must be completed and submitted for approval prior to working on the tracks. Contractors and employees must receive RWP training and verify competency through testing. Track Access Coordinator reviews and verifies training requirements prior to approving work permits. Safety personnel and Rail Supervisor personnel may remove an employee or contractor from a worksite if he/she demonstrates a lack of knowledge and understanding of applicable RWP rules and procedures.

Contracts require compliance with specific UOSH regulations and employee safety programs as applicable to the work being performed. Safety personnel and rail supervisory personally conduct inspections of contractor worksites to assess contractor employee knowledge of and compliance with regulatory and contract requirements. Deficiencies are brought to the attention of contractor project managers for corrective action.

Specific UTA employees must comply with Hours of Service requirements set forth by the FRA while in the performance of specific job duties. Currently Train Operators, Operations Supervisor/Controllers and Line and Signal Technicians must comply with Hours of Service requirements.

IV 3.7.2 Personal Protective Equipment

Appropriate personal protective equipment (PPE) such as safety glasses, safety boots, gloves, face shields and work uniforms, etc. is provided and is required to be used in performing various work by UTA personnel. This equipment is evaluated and approved by the safety department prior to procurement. Employees who are required to wear approved safety work boots use a tool or uniform allowance or may use a UTA P-card to make the purchase. UTA provides personal protective equipment and supervisors approve purchases as needed by the employees.

IV 3.7.3 Safety and Industrial Hygiene Studies and Reviews.

The safety department is responsible for monitoring facility compliance with applicable UOSH standards (29 CFR 1910, General Industry and 29 CFR 1926 Construction Standards). Safety personnel work with managers and supervisors to develop programs to ensure a safe and healthful work environment. Safety department performs periodic safety audits / inspections of facilities and work equipment. The safety department develops processes for safety procedures such as confined space, blood borne pathogens, hazard communication, respiratory protection, and personal protective equipment.

Industrial hygiene studies are conducted periodically to evaluate the degree of employee exposure to chemical and or physical agents encountered in the work environment. The evaluation results are utilized to determine the

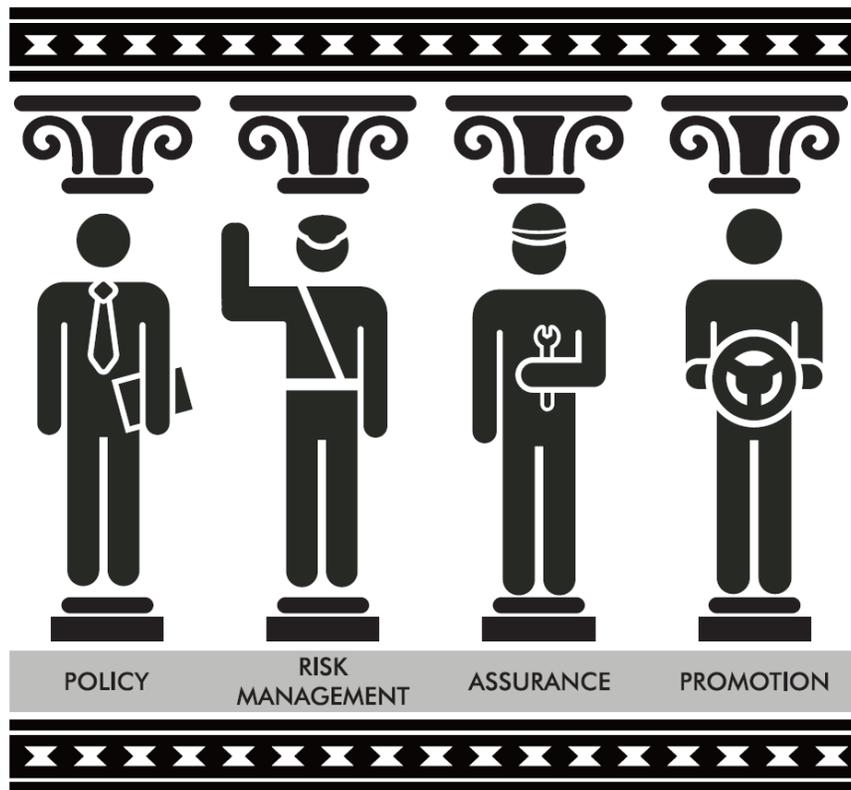
necessary corrective action, including implementation of engineering and administrative controls required and the use of PPE. Examples of industrial hygiene testing performed include:

- Noise level monitoring
- Organic vapors or solvents
- Measuring the particulate level of air quality
- Concentrations of silica

IV 3.7.4 Safety Training Effectiveness and Knowledge of Employees

UTA provides safety training for employees in accordance with UOSH requirements. Employees are tested on their knowledge of the course materials upon completion of the course. Supervisors are required to assess employee knowledge as necessary. Safety department personnel perform observations of employee and supervisor knowledge of safety regulatory requirements as part of facility and work site inspections and audits and may recommend refresher training as required.

Appendices



Leading / Influencing Indicators

Safety Events	Monthly			Total	Goal	%	YTD	2018	2019	Pace
	Admin	Bus	TRAX							
Safety Committee Mtgs	1	5	1	8	8	100%	61	104	88	
Education Outreach	1	2	4	8	5	160%	82	599	118	
# interviews	23	65	31	121	64	205%	1012	1643	1460	
# rides / observations	5	59	8	76	24	317%	544	685	785	
Rules Checks-Safety	2	77	566	7	652	na	1628	1987	2349	
Rules Violations-Safety	-	1	27	2	30	na	259	225	374	
Avg days on Hazard Log	220	-	565	202	247	na	na	na	na	
# "High" open hazards	4	-	3	1	4	na	na	na	na	
Hazards Closed (YTD)	na	na	23	37	64	na	64	133	92	
Broken Gates	na	na	24	2	26	na	201	330	290	
Trespassers	na	na	36	16	52	na	465	554	671	
Emergency Brake	na	na	57	17	74	na	593	414	856	
Near Miss Reports	na	na	na	2	2	na	27	34	39	

Emergency Mgmt	Monthly			Total	Goal	Yearly	Pace %	YTD	2018	2019	Pace
	Ext	BU	ERP								
Emergency Mgmt Trainings	-	1	2	3	24	72%	12	NA	NA	17	
Facility Emergency Drills	-	-	-	0	26	94%	17	32	0	0	
Exercises / Tabletop	-	-	-	0	4	36%	1	8	0	0	
EM Log Items Closed	-	-	-	0	na	na	6	89	na	na	

Audits Rcmd / Findings	Forml	Findings	Submtl	Closed	% Closed	Yearly		
						Goal	Pace %	% Closed
Triennial 2018	28	14	42	30	71%			
UDOT HOS (Aug 2018)	0	3	3	3	100%			
SMS- May 18	1	0	1	0	0%			
Totals	29	17	46	33	72%			

Be Prepared, Not Scared

September 2019

BE ALERT, ACCIDENTS HURT

August 2019

Reactive -> Proactive -> Predictive
Find -> Fix -> Follow Up

Lagging Indicators
(Graphs on second page)

	Mo	YTD	Monthly	2018	2019	Pace
TRAX	-	31	Monthly	40	45	
NTD Major Incidents	1	4	Tr v Ped(1)/Derail(1)/Train v MV(2)/Derail	10	6	
NTD Major Injuries	0	3	Tr v Ped(1)/Tr v MV(1)/Tr v Ped(1)	10	4	
Summary Injuries	1	2	Passenger Fall(2)/Ped fall(1)	2	3	
Fatalities	+	0	Tr v Tres(1)/Tr v Tres(1)	6	-	
S-LINE	0	0	Monthly	1	-	
NTD Major Incidents	0	0	Tr v Ped(1)/Derail(1)/Train v MV(2)/Derail	0	0	
NTD Major Injuries	0	0	Tr v Ped(1)/Tr v MV(1)/Tr v Ped(1)	0	0	
Summary Injuries	0	0	Passenger Fall(2)/Ped fall(1)	0	0	
Fatalities	0	0	Tr v Tres(1)/Tr v Tres(1)	2	-	
FrontRunner	-	5	Monthly	8	7	
FRA Major Incidents	0	1	Passenger Fall (1)	2	1	
Injuries	0	6	Train v Tres(5)/Train v MV(1)	6	9	
Fatalities	0	0		0	0	

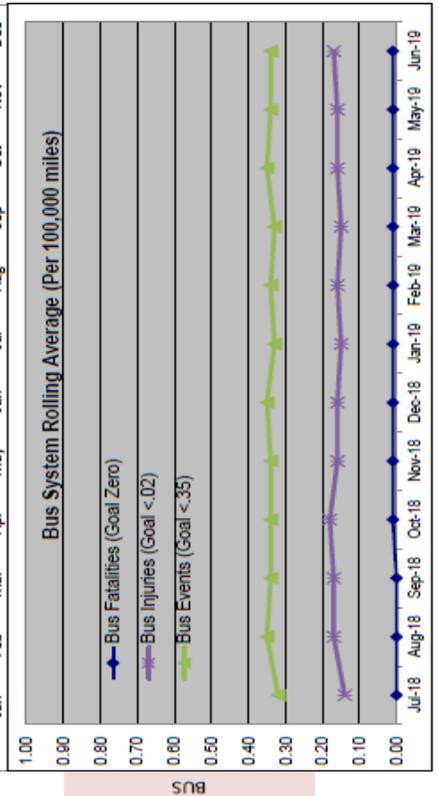
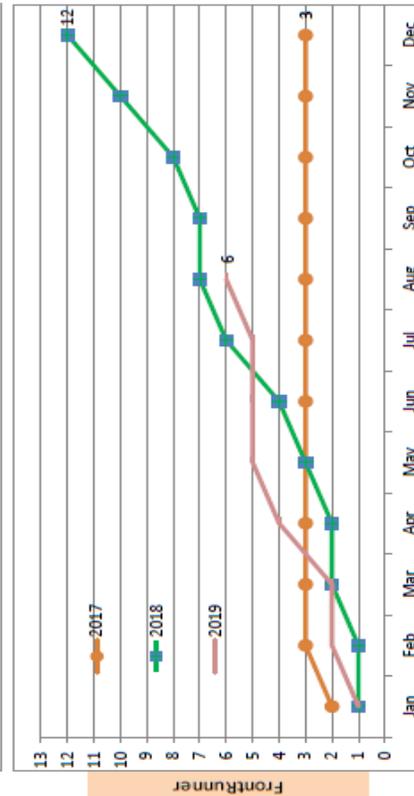
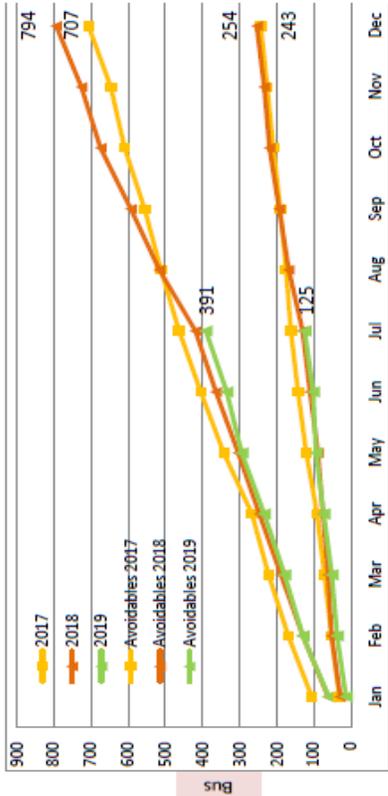
All Accidents	Mo	YTD	%YTD	Mo	YTD	2018	2019	Pace
Bus	0	8	44	5	14	253	222	
Meadowbrook	26	154	29%	7	29	33%	1	12
Central	12	88	33%	0	4	76	68	
Special Svcs	9	47	26%	0	8	107	97	
Ogden	3	67	33%	0	2	64	50	
Timpanogos	6	35	4	18	51%	6	44	
All Incidents	56	391	23	125	32%	8	604	564

Employee Injuries	Mo	YTD	Jul-19	2018	2019	Pace
NTD Major Incidents	8	44	4-OV R-end Bus, 3-OV HB Bus, 1-Bus H	24	63	
NTD Major - Injuries	-	15	/	35	22	
Summary Injuries	-	7	/	19	7	
Fatalities	-	-	/	1	-	

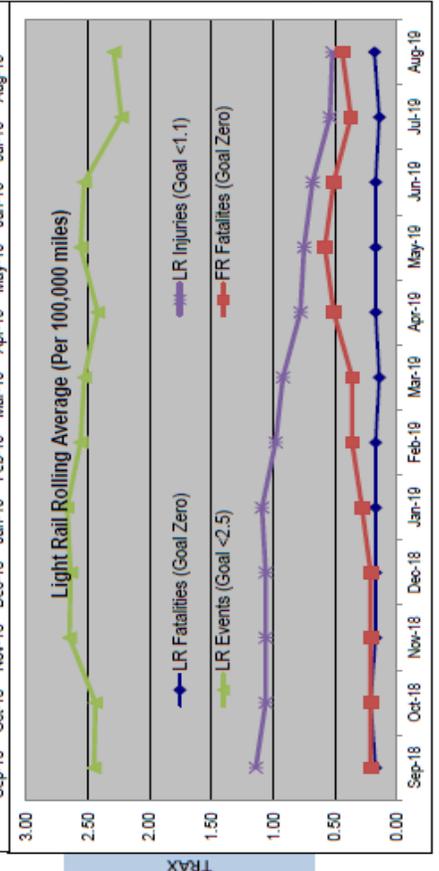
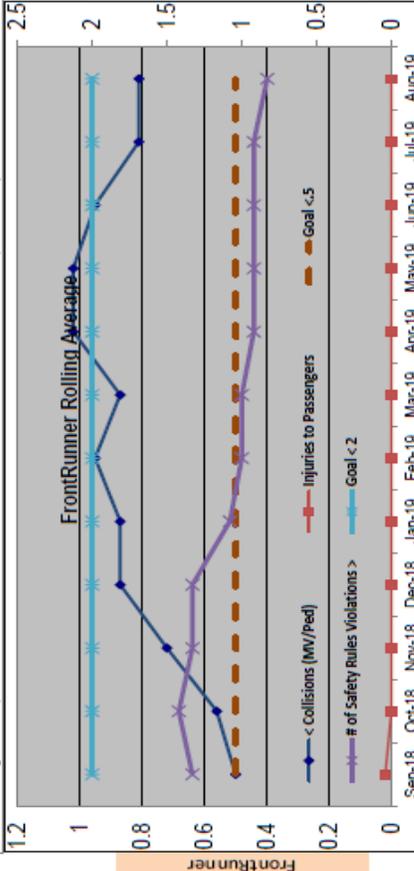
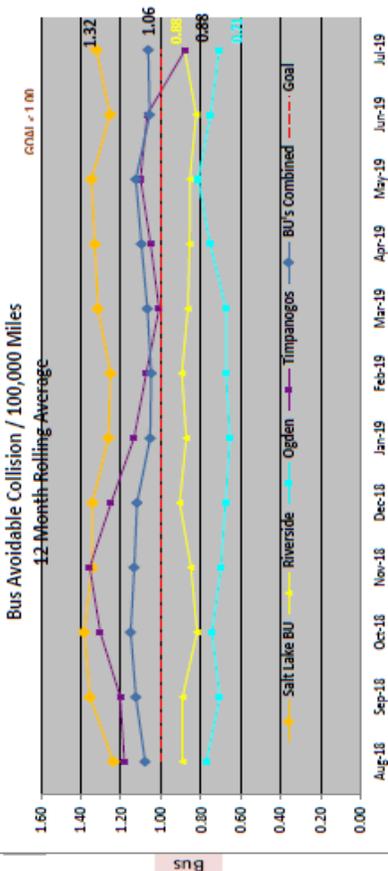
Construction	Mo	YTD	2018	2019	Pace
Depot District	0	0	0	0	0
7200 S. Bridge	0	0	0	0	0
S-Line Double Track	0	0	0	0	0
PTC	0	0	0	0	0
Main St/4th S Interloc	0	0	0	0	0

Appendix B: Collisions/Injury Incidence—Rolling Average Index (Sample)

SAFETY Performance Criteria Total Reportable Accidents (NTD by Month)



12 Month Rolling Average (NTD-Major/1000k miles)



Appendix C: Internal Audit Inspection Checklists and Schedule (Sample)

Appendix D: Internal Review Schedule (2018-2020)

Appendix E: Rail Service Center Safety Checklist/Audit Forms



Jordan River Rail Service Center, 2264 South 900 West, Salt Lake City, UT 84119

S70 Daily Preventive Maintenance Inspection

Vehicle Number		Inspection Date	
Work Order Number		Mileage	

WARNING: TO PREVENT SERIOUS INJURY, ALL PERSONNEL DIRECTLY OR INDIRECTLY INVOLVED WITH THE INSPECTION, MAINTENANCE, REPAIR, AND OPERATION OF THESE VEHICLES MUST FOLLOW THE FOLLOWING PRECAUTIONS:

1. Observe all Utah Transit Authority safety rules and regulations.
2. The vehicle must be located in the assigned maintenance area or authorized track.
3. Ensure that the wheels are chocked when working on the brake system.
4. The vehicle must be keyed down, pantograph down and auxiliary off when working on roof or under the vehicle.
5. The catenary power must be removed and low voltage isolated. The stinger and shop track disconnect switch must be locked and red tag when working on roof and when handling equipment electrical connections or when checking electrical continuity.
6. Ensure that the area is well ventilated when working with materials that produce dangerous fumes and wear protective gear when handling materials that are injurious to the skin or eyes.
7. To protect against flying debris, wear protective gear when cleaning using compressed air.
8. When handling heavy components, it is your responsibility to select a lifting apparatus of adequate type and capacity for the weight and size involved.
9. When fasteners removed from car equipment are not satisfactory for re-use, care must be taken to select replacements that match the originals.
10. Follow all WARNINGS, CAUTIONS and NOTES found throughout S70 RUNNING MAINTENANCE MANUAL.

SPECIAL INSTRUCTIONS:

1. Fill in Badge #, Name, Signature, Initial and Date in BLACK or BLUE ink in the space provided below.
2. Fill in initials in BLACK or BLUE ink besides EACH inspection task you completed.
3. Make comments in the space provided at the end of the inspection. Identify the comment to the specific inspection line number.
4. Findings requiring a repair must be reported immediately to the supervisor.
5. Report material shortages to the supervisor.
6. Report damaged or missing tools.
7. Clean up your work area.

Badge #	Inspector's Name	Signature	Initial	Date

Line	Inspection	A-End	B-End
1.	Check the Headlights and the Railroad Light for proper operation/condition.	_____	_____
2.	Check the Marker Lights and the Brake\ Tail\ Turn Lights for proper operation and condition.	_____	_____
3.	Check the Vehicle Fault Light (White), the Brakes Status Light (Red), and the Door Status Light (Yellow) for proper operation and condition.	_____	_____
4.	Verify proper operation of the HVAC System.	_____	_____
5.	Verify illumination and proper operation of all Destination signs and Train Number signs.	_____	_____
6.	Verify the Cab Light for proper operation.	_____	_____
7.	Check the Radio for proper operation.	_____	_____
8.	Verify the presence of the Fire Extinguisher.	_____	_____
9.	Check P.A. System, Passenger Intercom System and Automated Message System for proper operation.	_____	_____
10.	Check the VOD Display Function.	_____	_____
11.	Check the camera display for proper operation.	_____	_____
12.	Check if Bypass seals are installed and intact.	_____	_____
13.	Perform a Console Lamp Test.	_____	_____

LRV Maintenance Department
S70 Daily Preventive Maintenance Inspection
Revision Date: 01/24/2012

Page 1 of 2



Jordan River Rail Service Center, 2264 South 900 West, Salt Lake City, UT 84119

S70 Daily Preventive Maintenance Inspection

Line	Inspection	A-End	B-End
14.	Verify proper operation of all Cab Pushbuttons and Foot pedals (Including Horn & Gong).	_____	_____
15.	Check the Sanding system for proper operation.	_____	_____
16.	Verify the operation of the Track Brakes.	_____	_____
17.	Verify proper operation and quality of the Windshield Wipers and Washer.	_____	_____
18.	Fill washer reservoir and inspect washer tubing for damage or loose connection to nozzle.	_____	_____
19.	Verify proper operation and illumination of all Doors, Door Pushbuttons, Warning Lights & Buzzer.	_____	_____
20.	Verify all Interior and Exterior Consoles and Panels are secure.	_____	_____
21.	Check the Hand Rails and Stanchions for damage or loose fit.	_____	_____
22.	Check the Passenger Seats and Cushions for missing hardware and cuts or tears. Replace the cushions if necessary.	_____	_____
23.	Check the level of sand in Sand boxes.	_____	_____
24.	Check the Passenger Windows for damages and graffiti.	_____	_____
25.	Check the Passenger Lights for normal operation.	_____	_____
26.	Inspect Coupler's Mechanical and Electrical Head for damage.	_____	_____
27.	Visually Inspect the Wheel-sets for completeness or damage.	_____	_____

 A-truck C-truck B-truck

Vehicle Finding Log:

Item #	Finding	Logged By:		Status (Work Order Number)
		Badge	Initial	

This certifies that light rail vehicle # _____ was inspected and found to present no potential safety hazards. No items requiring repairs for safe operation exist except as noted. Findings found are described in the Vehicle Finding Log.

Supervisor's Signature: _____

Date: _____

Supervisors' Name: _____

Badge #: _____

Facility PM Inspection Checklist (sample)

Unit	Description	Service Type	Scheduled Date	Inspection Date	Status	Work Order
100000	Meadowbrook Facility Yard	MONTHLY	02/01/2012	02/29/2012	On Time	798434
111010	RUPS EMERGENCY GENERATOR	MONTHLY	02/01/2012	02/07/2012	On Time	798489
130007	Parallelogram Platform Hoist	MONTHLY	02/01/2012	02/28/2012	On Time	798507
130310	EMERG.GENERATOR	MONTHLY	02/01/2012	02/07/2012	On Time	798508
130340	HYDRA RESERVOIR & PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798509
130350	HYDRA RESERVOIR & PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798510
130360	HYDRA RESERVOIR & PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798511
130440	SUMP PUMP	MONTHLY	02/01/2012	02/29/2012	On Time	798512
130450	SUMP PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798513
130460	ENGINE COOLANT PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798514
130470	AUTO TRANS FLUID PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798515
130490	DIFF.OIL PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798516
130500	ENGINE OIL PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798517
131970	Cathodic Protection Rectifier	MONTHLY	02/01/2012	02/28/2012	On Time	798520
132660	Rotary Screw Air Compressor	MONTHLY	02/01/2012	02/28/2012	On Time	798521
132760	Bus Hoist (above ground post)	MONTHLY	02/01/2012	02/28/2012	On Time	798523
132770	Bus Hoist (above ground post)	MONTHLY	02/01/2012	02/28/2012	On Time	798524
132780	Bus Hoist (above ground hoist)	MONTHLY	02/01/2012	02/28/2012	On Time	798525
140050	DIESEL PUMP 1A	MONTHLY	02/01/2012	02/14/2012	On Time	798527
140070	DIESEL PUMP 1B	MONTHLY	02/01/2012	02/14/2012	On Time	798529
140090	DIESEL PUMP 1C	MONTHLY	02/01/2012	02/14/2012	On Time	798531
140120	Diesel Dispenser	MONTHLY	02/01/2012	02/28/2012	On Time	798533
140140	UNLEADED PUMP2B	MONTHLY	02/01/2012	02/28/2012	On Time	798535
140810	Cathodic Protection Rectifier	MONTHLY	02/01/2012	02/28/2012	On Time	798541
140820	Soap Pump and Mixer	MONTHLY	02/01/2012	02/28/2012	On Time	798542
150001	Platform Lift	MONTHLY	02/01/2012	02/28/2012	On Time	798544
150130	SUMP PUMP	MONTHLY	02/01/2012	02/14/2012	On Time	798545
150190	BRUSH ARM ASSEM	MONTHLY	02/01/2012	02/28/2012	On Time	798546
150200	MOP GEAR MOTOR	MONTHLY	02/01/2012	02/28/2012	On Time	798547
150210	WATER PUMP	MONTHLY	02/01/2012	02/14/2012	On Time	798548
150220	WATER PUMP	MONTHLY	02/01/2012	02/14/2012	On Time	798549
150300	WATER RECLAIM PUMP	MONTHLY	02/01/2012	02/28/2012	On Time	798551
150400	PARALLELOGRAM LIFT	MONTHLY	02/01/2012	02/29/2012	On Time	798552
150630	Hot Water Pressure Washer	MONTHLY	02/01/2012	02/28/2012	On Time	798553
150850	Parallel Lift	MONTHLY	02/01/2012	02/28/2012	On Time	798554
160120	Canopy A Nth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798556
160130	Canopy A South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798557
160140	Canopy B Nth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798558
160150	Canopy B South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798559
160160	Canopy C Nth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798560
160170	Canopy C South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798561
160180	Canopy D Nth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798562
160190	Canopy D South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798563
160200	Canopy E Nth Blk Reels/Lights	MONTHLY	02/01/2012	02/28/2012	On Time	798564
160210	Canopy E South Blk Reels/Light	MONTHLY	02/01/2012	02/28/2012	On Time	798565
170001	Emergency Generator	MONTHLY	02/01/2012	02/07/2012	On Time	798567
180730	AMER. CLEANER STEAM CLEANER	MONTHLY	02/01/2012	02/10/2012	On Time	798582
180740	L & A STEAM CLEANER	MONTHLY	02/01/2012	02/10/2012	On Time	798583
180870	WATER SOFTENER	MONTHLY	02/01/2012	02/28/2012	On Time	798585
180880	WATER SOFTENER	MONTHLY	02/01/2012	02/28/2012	On Time	798586
182250	AIR DRYER	MONTHLY	02/01/2012	02/14/2012	On Time	798600
183250	Oil Water Separator	MONTHLY	02/01/2012	02/28/2012	On Time	798604
183280	Hunter Scissor Lift	MONTHLY	02/01/2012	02/28/2012	On Time	798605
183970	Parts Washer	MONTHLY	02/01/2012	02/10/2012	On Time	798609

Inspection Summary:

Total Inspections:	54	
Total Overdue Inspections:	0	0.00%
Total Inspections Completed Late:	0	0.00%
Total Inspections Completed Early:	0	0.00%
Total Inspections Completed on Time:	54	100.00%
Total Inspections Due this Current Month that have not been Completed Yet:		
	0	0.00%

Early: Any inspections done in the months previous to when they were scheduled to be done.

Late: Any inspections done in the months after they were scheduled to be done.

On time: Any inspections done within the same month they were scheduled.

Appendix F: Blank Forms

- Non-Conformance Corrective Action Plan (NCAP) Form
- Safety Suggestion/Hazard Report Form
- Safety and Security CIL
- UTA Safety Certification Hold Point Approval Forms
- Management of Change (MOC) Approval and Verification Document
- Safety Department Investigation Form
- TRAX Supervisor's Accident/Incident Report Form
- Bus Supervisors Accident/Incident Report Form
- Employee Accident /Incident Report Form Page



UTAH TRANSIT AUTHORITY

CORRECTIVE ACTION PLAN



Accountable Manager/Owner: <i>Click here to enter text.</i>		Corrective Action Plan #: <i>Click here to enter text.</i>	
Category: <i>Choose an item.</i>		Issue Identified by: <i>Choose an item.</i>	IHR: <i>Enter Initial Hazard Rating.</i>
Location: <i>Click here to enter text.</i>	Department: <i>Enter responsible Dep.</i>		FHR: <i>Enter Final Hazard Rating.</i>
Assigned to: <i>Click here to enter text.</i>		Date Assigned: <i>Click here to enter a date.</i>	

Description of Non-Conformance/Safety Hazard: <i>Click here to enter text. Provide a detailed description of the Non-Conformity or safety hazard.</i>

Root Cause Analysis: <i>Click here to enter text. Provide information regarding cause or contributing factors (If applicable).</i>
--

Corrective Action Plan: <i>Click here to enter text. Provide a detailed plan and/or list of corrective actions.</i>
Proposed Implementation Date: <i>Click here to enter a date.</i>
Corrective Action Plan Initial Approval by UDOT SSO: <i>Click here to enter a date.</i>

Resolution Of Corrective Action Plan: <i>Click here to enter text. Provide a detailed description of actions implemented.</i>

Accountable Manager/Owner:	Sign and date below when CAP been completed and documented.	
Name: <i>Click here to enter text.</i>	Date: <i>Click here to enter a date.</i>	Signature:

SSO Manager: (If Applicable)	CAP Verification and Final Approval (Actual Implementation Date)	
Name: James W. Golden	Date:	Signature:



Safety Suggestion/Hazard Report



Use this form for safety questions, suggestions and reporting hazards. Your Supervisor will respond to your suggestions or forward it to your UTA Safety Committee. The Safety Committee will meet monthly to address these issues and provide feedback as soon as possible. Please be as specific as possible when describing the safety concern and making recommendations

Name: _____

Date: _____

(Not required unless you want feedback)

Bus/Rail route or Facility: _____ Direction: _____ Time: _____

Safety Question, Suggestion, or Hazard: *(Be as specific as possible)*

Proposed Solution: *(Be as specific as possible)*

Response:

Would you like a response? Yes: _____ No: _____

Supervisors Initials: _____ Date Received: _____ Response Date: _____

Suggestion forwarded to: _____ Forward Date: _____

Person or Committee responding: _____ Response Date: _____

Reviewed by RGM: _____ Date Reviewed _____

Date Closed: _____



Certifiable Element: Revenue Readiness
Sub-element: Fire, Safety and Security Documents and Training

Safety and Security Certification
Certifiable Items Checklist

Verification: _____
Date: _____

Location	Means of Verification	Status
Discipline: Revenue Readiness Contract No: Site/Area: Sugar House Street Car	Construction CM= Measurement CT= Test CV= Visual Inspection Design PS= Plans and Specifications S= Submittal CN/CO= Change Notice/Order Commissioning T= Test V= Visual Inspection R= Review	C= Closed O= Open OWM= Open with identified workaround

Item No.	Certifiable Item Description	Certifiable Item Verification				Certifiable Item Status	
		Reference Documentation (As applicable)	Verified By	Date	Means of Verification	Status	Description of Workaround
1	Fire protection & Alarm systems, (Facilities)	Local FD jurisdiction site review			T, V, R		
2	UTA Emergency Notification & Regulator Notification	SSPP section 10, UTA SOP 4.2.23			V, R		
3	Functional Response Drills	EPP, SSPP Section 11, 49 CFR 659			V, R		
4	Table Top Response Drills	EPP, SSPP Section 11, 49 CFR 659			V, R		
5	Emergency Preparedness Plan (EPP) Review	EPP, 49 CFR 659					
6	System Safety Program Plan (SSPP) Review	49 CFR 659, SSO Procedures/Std.			R		
7	System Security Plan (SSP) Review	SSP, 49 CFR 659 Security Haz Log			R		
8	Vehicle familiarization orientation (FD, PD, SWAT)	Familiarization Training			V, R		
9	Emergency Response Evacuation (Facilities)	EPP, 49 CFR 659			R		
10	Threat and Vulnerability Analysis (TVA)	SSP, 49 CFR 659					
11	Preliminary Hazard Analysis (PHA)	SSPP section 6, 8, SSCP, RAP			R		
12	Operations Hazard Analysis (OHA)	SSPP section 6, 8, SSCP, RAP			R		
13	Hold Points 1.2 .3 process review and verification	SSPP Section 8, RAP, SSCP			R		
14							

Hold Point #1 System Integration Readiness Review Report

This Hold Point Review is established to verify readiness to enter the System Integration Commissioning/Testing Phase of the project. Essential pre-requisites are listed herein, along with signatures indicating both thorough review of the project in its current state and approval to move on to the next phase of commissioning.

System Integration Testing Phase Pre-requisites

- 1. Appropriate Civil, GC, Systems CILs complete (see items identified on attached index).
- 2. Appropriate Contractor Stand Alone Testing complete (see items identified on attached index).
- 3. UDOT Surveillance Reports completed and deficiencies corrected.
- 4. Public Awareness Safety Outreach Plan measures started and ongoing.
- 5. Preliminary Hazard Analysis completed/ Hazards mitigated.
- 6. TVA completed.
- 7. Rail Corridor ready for System Integration.

Areas/Integration Zones under review:

Approved Open Items, Areas and/or Hazards, with approved work-around (Describe below, include responsible party).

- 1. _____
- 2. _____
- 3. _____
- 4. _____

The undersigned, by signature, indicate that they have reviewed all information applicable to the Project/Areas listed above, and recommend that these areas are ready for System Integration testing.

Operations Discipline Manager - Jeff Lamora Date

Systems Discipline Manager - Travis Baxter Date

Rev. Readiness /Safety Mgr - Sheldon Shaw Date

Civil Discipline Manager – Paul Edwards Date

Chief Safety & Security Officer - Dave Goeres Date

Light Rail Services SGM- Todd Provost Date

Hold Point #2 Pre-Revenue Readiness Review Report

This Hold Point Review is established to verify readiness to enter the Pre-Revenue Commissioning/Testing Phase of the project. Essential pre-requisites are listed herein, along with signatures indicating both thorough review of the project in its current state and approval to move on to the next phase of commissioning.

Pre-Revenue Phase Pre-requisites

- 1. Grade Crossing CILs Complete.
- 2. Systems CILs Complete.
- 3. System Integration Testing and Documentation Complete.
- 4. Operational Hazard Analysis Complete.
- 5. Transfer of permitting process (Track Access) from Contractor to UTA Operations Complete.

Areas/Integration Zones under review:

Approved Open Items, Areas, and/or Hazards (Describe below, include responsible party)

- 1. _____
- 2. _____
- 3. _____
- 4. _____

The undersigned, by signature, indicate that they have reviewed all information applicable to the Project/Areas listed above, and recommend that these areas are ready for Pre-Revenue Operations.

Operations Discipline Manager - Jeff Lamora Date

Systems Discipline Manager - Travis Baxter Date

Rev. Readiness /Safety Mgr - Sheldon Shaw Date

Civil Discipline Manager – Paul Edwards Date

Chief Safety & Security Officer - Dave Goeres Date

Light Rail Services SGM- Todd Provost Date

Hold Point #3

Revenue Readiness Review Report

This Hold Point Review is established to verify readiness to enter the Revenue Operations Phase of the project. Essential pre-requisites are listed herein, along with signatures indicating both thorough review of the project in its current state and approval to move on to the next phase of commissioning.

Revenue Operations Pre-requisites

- 1. Previous Hold Point Review Documents are signed and complete.
- 2. CILs are complete, with any workarounds noted, approved, and implemented.
- 3. Pre-Revenue operator training/testing/drills, Pre-Revenue Operations are complete.
- 4. Grand Opening Plan and Public Outreach Plan developed.
- 5. Agency Reviews completed and notifications given.
- 6. Safety & Security Certification Verification Report (SSCVR) is finished and ready to submit.

Project under review:

Approved Open Items, Areas, and/or Hazards (Describe below, include responsible party)

- 1. _____
- 2. _____
- 3. _____
- 4. _____

The undersigned, by signature, indicate that they have reviewed all information applicable to the project listed above, and recommend that the project is ready to enter revenue service operations.

Operations Discipline Manager - Jeff Lamora Date

Systems Discipline Manager - Travis Baxter Date

Rev. Readiness /Safety Mgr - Sheldon Shaw Date

Civil Discipline Manager – Paul Edwards Date

Chief Safety & Security Officer - Dave Goeres Date

Light Rail Services SGM- Todd Provost Date

UTA General Manager – Date

**Management of Change (MOC)
Approval and Verification Document**

Title : _____ **MOC #:** _____ **Date Initiated:** _____

Team Lead / Members

Description :

Evaluation / Solutions:

Recommendation :

Cost / Funding Source/ Schedule / POC :

Proposed changes to existing Design Criteria / Specs / Procedures : .

Enclosures / Drawings / Photos / Attachments :

Concurrence (coordinated with) The following UTA staff have reviewed the evaluation and concur with the recommended modifications.

Comments / Provisions: The signals must

<i>Name</i>	<i>Position</i>	<i>Signature</i>	<i>Date</i>

APPROVAL (to go do) **SSRC Date** _____ **(Any 2 SSRC members)**
Comments / Provisions: The signals must

<i>Name</i>	<i>Position</i>	<i>Signature</i>	<i>Date</i>

Completion Verification **Enclosures :** Photos / Drawings / Specifications / _____

As Built plans Dated: _____ Copy to: _____

Name _____ Signature _____

Design Criteria Updated ? No / Yes If yes, Date: _____ (Provide copy)

ACCEPTANCE (once done) **SSRC Date** _____ **(Any 2 SSRC members)**

<i>Name</i>	<i>Position</i>	<i>Signature</i>	<i>Date</i>



SAFETY INVESTIGATION FORM

Report #: Enter # here.
NTD Reportable: Yes/No/NA

BASIC INFORMATION

Date of Incident: Click here to enter a date.	Time: Click here to enter time. Select AM or PM	Location: Click here to enter text.
Report type: Choose an item.	Type of Investigation: Choose an item.	GPS Coordinates:
Mode: Choose an item.	Train/Bus #:	DOT Crossing #: Click here to enter text.
Op./Emp. #:	Vehicle ID's:	# of Cars in Consist:
Weather Conditions: Clear/Cloudy, (Rain/Snow), (Wind), (Enter Temperature)		

NOTIFICATIONS

UDOT SSO Notified:	OSHA Notified: Yes/No/NA	FRA Territory: Yes/No/NA
National Response Center (NTSB/FRA Notified): Yes/No/NA		Case #: Enter NRC Case # here.
Crisis Management Center (FTA Notified): Yes/No/NA ; Choose an item.		

EVENT SUMMARY

Description of Event:
 Provide a detailed description of the incident, including a clear sequence of events.

INVESTIGATION

# of Fatalities:	# of Serious Injuries:	# of Other Injuries:	# Pass on Transit:	# Pass in POV:
Were vehicles towed from the scene due to disabling damages: Yes/No/NA				
Damages to POV Veh (\$): Click here to enter text.		Damages to Transit Veh (\$): Click here to enter text.		Total Damages (\$): Click here to enter text.
Accident Evaluation Group Held? Yes/No/NA			AEG Members: Click here to enter text.	
Give a brief review of outcomes resulting from AEG: Enter text here.				
Corrective Action Plan: Enter the Corrective Action Plan (CAP) number.				

FACTORS

1. Communication:	7. Ped Treatments:	13. Weather Conditions:
2. Crossing Operation:	8. Rules/Policies:	14. Work Environment:
3. Drug/Alcohol Use:	9. Sight Lines:	15. Distracted Behavior:
4. Fatigue Management:	10. Train Functionality:	16. Failure to Yield:
5. Lighting:	11. Vehicle Speeds:	17. Medical Condition:
6. Location History:	12. Warning Signage:	18. Other:

Give brief explanation of any contributing factors:
 Enter text here.

DOCUMENTATION

UTA Police Report:	Radio Recordings:	Vehicle Recorder Download:
External Police Report:	Video Recordings:	Grade Crossing Download:
Medical Examiners report:	Scene Photos:	Damage Estimates:
Employee Green Sheet:	Controller Log:	Maintenance Records:
Supervisors Report:	Drug/Alcohol Testing:	Operator Certification:
Witness Statements:	Bulletins/Orders:	HOS of Service:
Measurements:	Employee History:	Employee Injury Report:

Documentation Notes or Explanations:
 Enter text here.

TRAX Supervisor's Accident/Incident Report Form

Supervisor's Accident/Incident Report Form				
Date of Accident:	Time:	Photos?:	Damage Estimate:	
Supervisor name:		Asst. Supervisor name:		
Location of Accident:				City:
DOT Crossing #:				
UTA Information				
Operators Name:		Employee #:	SS#: SSN on File	
Operators Supervisor:		Department:		
Vehicle ID's:		Train #:	Block #	

Police Investigation -		
Police Department:		Officer name:
Case #:	Citation issued:	If yes, to whom:
What was citation for?		

Number of Other Vehicles Involved:

Vehicle #2				
Driver Name:		H Phone:		W Phone:
Address:		City:		State: Zip:
DL:	DL State:	Sex:	Date of Birth:	
Year:	Make:	Model:	Color:	Plate#: State:
Owner Name:		H Phone:		W Phone:
Address:		City:		State: Zip:
Insurance Co.:		Policy #:		
Agent:			Phone:	

Vehicle #3				
Driver Name:		H Phone:		W Phone:
Address:		City:		State: Zip:
DL:	DL State:	Sex:	Date of Birth:	
Year:	Make:	Model:	Color:	Plate#: State:
Owner Name:		H Phone:		W Phone:
Address:		City:		State: Zip:
Insurance Co.:		Policy #:		
Agent:			Phone:	

Vehicle #4				
Driver Name:		H Phone:		W Phone:
Address:		City:		State: Zip:
DL:	DL State:	Sex:	Date of Birth:	
Year:	Make:	Model:	Color:	Plate#: State:
Owner Name:		H Phone:		W Phone:
Address:		City:		State: Zip:
Insurance Co.:		Policy #:		
Agent:			Phone:	

Damaged Property Reports:

Property #1			
Owner Name:		H Phone:	W Phone:
Address:		City:	State: Zip:
Describe Property:			
Extent of Damage:			
If the damaged property was a vehicle, was it towed?			

Property #2			
Owner Name:		H Phone:	W Phone:
Address:		City:	State: Zip:
Describe Property:			
Extent of Damage:			
If the damaged property was a vehicle, was it towed?			

Property #3			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Describe Property:			
Extent of Damage:			
If the damaged property was a vehicle, was it towed?			

Number of Injured Parties:			
Injured #1			
Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Injured person was:(check one)	Driver (veh #)	Passenger (veh #)	Pedestrian
Sex:	DOB:	Transported:	If yes, where:
Nature of the Injuries:			
Injured #2			
Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Injured person was:(check one)	Driver (veh #)	Passenger (veh #)	Pedestrian
Sex:	DOB:	Transported:	If yes, where:
Nature of the Injuries:			
Injured #3			
Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Injured person was:(check one)	Driver (veh #)	Passenger (veh #)	Pedestrian
Sex:	DOB:	Transported:	If yes, where:
Nature of the Injuries:			

Number of Witnesses:			
Witness #1			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Witnesses Statement:			
Witness #2			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Witnesses Statement:			
Witness #3			
Owner Name:	H Phone:	W Phone:	
Address:	City:	State:	Zip:
Witnesses Statement:			

First Report of Injury-			
Supervisor:	Date:	Time:	
Drug Testing –			
Supervisor:			
Drug test ordered:	Type of test:	Date ordered:	Time ordered
Alcohol test done within 2 hours after accident?		If no, why not:	

Description of Accident/Incident (all items must be completed)			
Estimated Train speed:	Posted Speed:	Timetable Direction:	
Weather Conditions:	Road Surface Conditions:	Track Conditions:	
Light Conditions:			
Train was:	Vehicle #2 was:	Vehicle #3 was:	
Traffic Controls:	Last RailService signal :- if stop indication, was bypass authorized:		

Narratives	
Supervisors' Findings:	
Probable Cause:	
Contributory Causes:	

Accident/Incident Report Form (Complete ALL fields)										
Claim #:		OFFICE USE ONLY				IF	LIAB	SUBRO		
ARC:	RD:					AL	FP	CL		
Cause Code:										
TRANSIT VEHICLE INFORMATION (Vehicle #1)										
Camera Activation: Did you manually activate the security camera? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A explain:										
Employee name:					Cell #:		Badge #:			
Employee's Supervisor:			Scene Supervisor:			Division:				
Accident Date:		Time:	TCC Notified: <input type="checkbox"/> YES <input type="checkbox"/> NO		Location:			City:		
UTA Vehicle/Train #:		Block #:		Route/Run #:		# of Passengers:		# of Courtesy Cards:		
Describe Damage to UTA Property:										
POLICE INVESTIGATION										
Police Investigation: Yes No		If no police investigation please explain why:								
Police Department:					Case #:		Citation: Yes No			
Officer's name:					To whom was citation issued:					
OTHER VEHICLE INFORMATION										
Vehicle #2					Vehicle #3					
Driver Information					Driver Information					
Name:		Phone:			Name:		Phone:			
Address:					Address:					
City:		State:	Zip:		City:		State:	Zip:		
DL #:		State:	DL #:		State:		DL #:		State:	
Insurer:			Policy #:		Insurer:			Policy #:		
Vehicle Information		Plate #:	State:	Vehicle Information		Plate #:	State:			
Year:	Make:	Model:	Color:		Year:	Make:	Model:	Color:		
Owner Information					Owner Information					
Name:		Phone:			Name:		Phone:			
Address:					Address:					
City:		State:	Zip:		City:		State:	Zip:		
Describe Damage:					Describe Damage:					
INJURY INFORMATION										
Injured #1					Injured #2					
Name:		Phone:			Name:		Phone:			
Address:					Address:					
City:		State:	Zip:		City:		State:	Zip:		
CHECK ONE (indicate vehicle #)					CHECK ONE (indicate vehicle #)					
<input type="checkbox"/> Driver (Veh #)	<input type="checkbox"/> Passenger (Veh #)		<input type="checkbox"/> Pedestrian		<input type="checkbox"/> Driver (Veh #)	<input type="checkbox"/> Passenger (Veh #)		<input type="checkbox"/> Pedestrian		
Describe injury:					Describe injury:					
Transported by ambulance: Yes No		Where:			Transported by ambulance: Yes No		Where:			
If a UTA passenger he/she was:					If a UTA passenger he/she was:					
<input type="checkbox"/> Boarding	<input type="checkbox"/> Alighting	<input type="checkbox"/> Standing	<input type="checkbox"/> Sitting		<input type="checkbox"/> Boarding	<input type="checkbox"/> Alighting	<input type="checkbox"/> Standing	<input type="checkbox"/> Sitting		
PROPERTY DAMAGE INFORMATION - (other than vehicles)										
Owner's Name:			Phone:		Describe the property and damage:					
Address:										
City:		State:	Zip:							

Recommendations:

Describe UTA Vehicle Damage:

Accident Classifications - Check if applicable

If damage does not meet one of the criteria below – describe here:

Property Damage

Enter the vehicle number in each applicable zone of damage using the zone key for the type of vehicle.

Passenger Vehicle										Sport Utility Vehicle										Pickup Truck							
1	2	3	4	5	6	7	8	9	10	1	2	3	4	5	6	7	8	9	10	1	2	3	4	5	6	7	8
Bumper, Headlights, Grill	Fender, Wheel	Door, Glass, Pillar	Door, Glass, Pillar	Quarter Panel, Wheel	Bumper, Tail lights, Rear panel	Trunk, Floor Pan, Rear Glass	Floor	Windshield	Hood	Bumper, Headlights, Grill	Fender, Wheel	Door, Glass, Pillar	Door, Glass, Pillar	Quarter Panel, Wheel	Bumper, Tail lights, Rear panel	Trunk, Floor Pan, Rear Glass	Floor	Windshield	Hood	Bumper, Headlights, Grill	Fender, Wheel	Door, Glass, Pillars	Bedside, Wheel, Front Panel	Bumper, Tail lights, Rear panel	Inner Bed	Roof, Rear glass, Back panel	Hood, Cowl
15	6	11	11	12	13	15	6	8	3	20	5	14	14	16	6	10	8	2	5	19	9	20	12	11	8	12	9

Personal Injury

Put in the number of persons injured under each classification

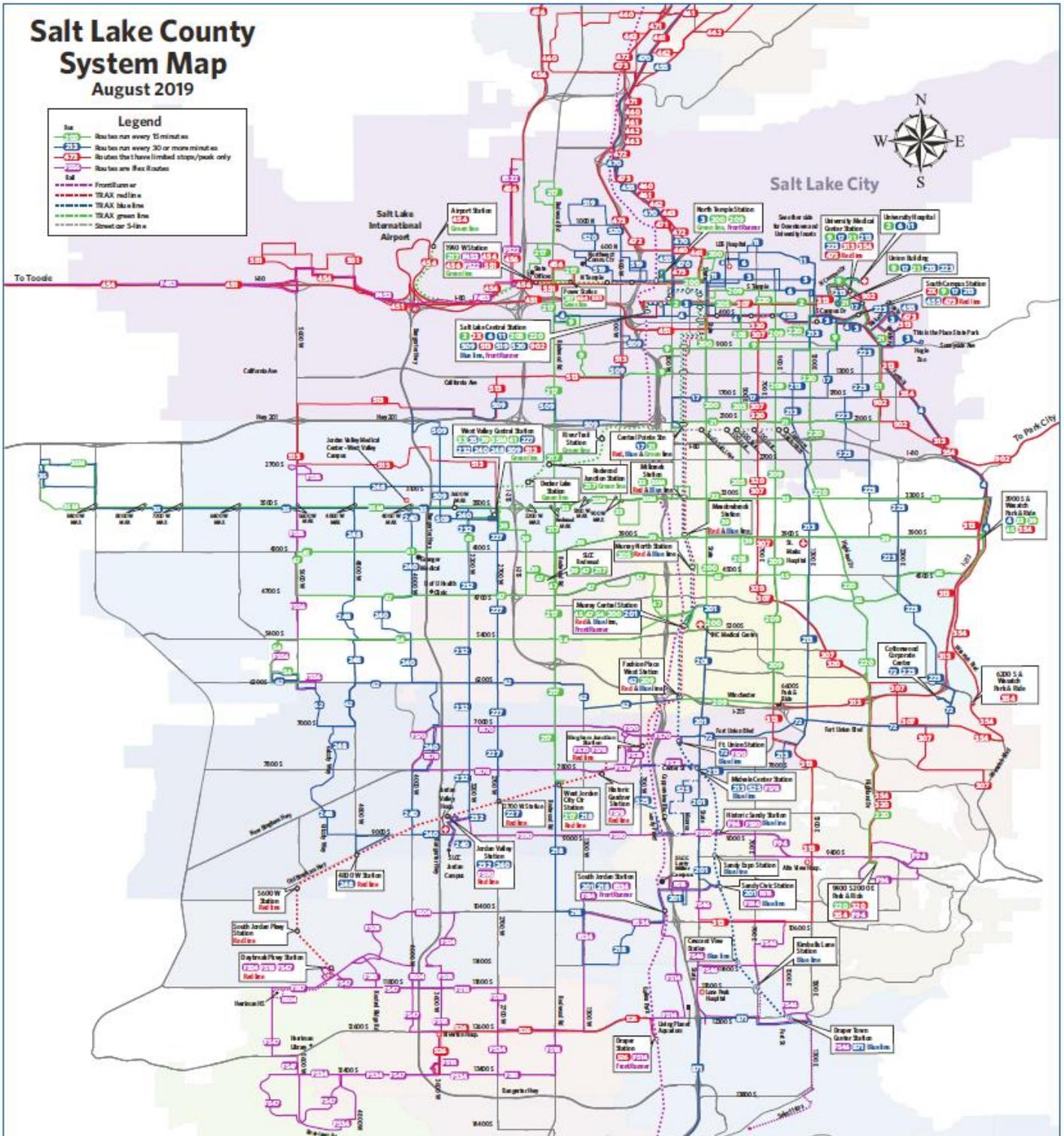
	Other Vehicle Passenger/Driver	UTA Passenger	Pedestrian
Class A: Bruising, Abrasions, Minor to Moderate Bleeding, Sprains and Strains:			
Class B: Unconsciousness, Fractures, Severe Bleeding:			
Class C: Death, Paralysis, Dismemberment:			
Totals:			

Accident Diagram

Accident/Incident Report Form (Complete ALL fields)											
Claim #:		OFFICE USE ONLY				IF		LIAB		SUBRO	
ARC		RO				AL		FP		GL	
Cause Code:											
TRANSIT VEHICLE INFORMATION (Vehicle #1)											
Operator name:						Badge #:					
Supervisor:				Scene Supervisor:							
Accident Date:		<small>Military Time of accident</small>		Location:				City:			
		<small>Military Time reported</small>									
UTA Vehicle #:		Block #:		Route #:		# of Passengers:		# of Courtesy Cards:			
Check Division	Operations	<input type="checkbox"/> 21 MBK	<input type="checkbox"/> 22 TIMP	<input type="checkbox"/> 23 MT OGD	<input type="checkbox"/> 24 CNTL	<input type="checkbox"/> 29 RVRS	<input type="checkbox"/> TRAX	<input type="checkbox"/> OTHER			
	Maintenance	<input type="checkbox"/> 31 MBK	<input type="checkbox"/> 32 TIMP	<input type="checkbox"/> 33 MT OGD	<input type="checkbox"/> 34 CNTL	<input type="checkbox"/> 39 RVRS	<input type="checkbox"/> TRAX				
Describe Damage to UTA Property:											
POLICE INVESTIGATION											
Police Investigation: Yes		No		Police Department:		Case #:		Citation: Yes		No	
Officer's name:				To whom was citation issued:							
OTHER VEHICLE INFORMATION											
Vehicle #2					Vehicle #3						
Driver Information					Driver Information						
Name:			Phone:		Name:			Phone:			
Address:					Address:						
City:		State:	Zip:		City:		State:	Zip:			
DL #:		State:			DL #:		State:				
Insurer:			Policy #:		Insurer:			Policy #:			
Vehicle Information		Plate #:	State:		Vehicle Information		Plate #:	State:			
Year:	Make:	Model:	Color:		Year:	Make:	Model:	Color:			
Owner Information					Owner Information						
Name:			Phone:		Name:			Phone:			
Address:					Address:						
City:		State:	Zip:		City:		State:	Zip:			
Describe Damage:					Describe Damage:						
INJURY INFORMATION											
Injured #1					Injured #2						
Name:			Phone:		Name:			Phone:			
Address:					Address:						
City:		State:	Zip:		City:		State:	Zip:			
<small>CHECK ONE (indicate vehicle #)</small>					<small>CHECK ONE (indicate vehicle #)</small>						
<input type="checkbox"/> Driver (Veh #)	<input type="checkbox"/> Passenger (Veh #)		<input type="checkbox"/> Pedestrian		<input type="checkbox"/> Driver (Veh #)	<input type="checkbox"/> Passenger (Veh #)		<input type="checkbox"/> Pedestrian			
Describe injury:					Describe injury:						
Transported by ambulance: Yes			No		Transported by ambulance: Yes			No			
Where:					Where:						
If a UTA passenger he/she was:					If a UTA passenger he/she was:						
<input type="checkbox"/> Boarding	<input type="checkbox"/> Alighting	<input type="checkbox"/> Standing	<input type="checkbox"/> Sitting		<input type="checkbox"/> Boarding	<input type="checkbox"/> Alighting	<input type="checkbox"/> Standing	<input type="checkbox"/> Sitting			
If a UTA passenger was he/she carrying anything: Yes					If a UTA passenger was he/she carrying anything: Yes						
No					No						
If yes, what?					If yes, what?						
PROPERTY DAMAGE INFORMATION - (other than vehicles)											
Owner's Name:			Phone:		Describe the property and damage:						
Address:											
City:		State:	Zip:								

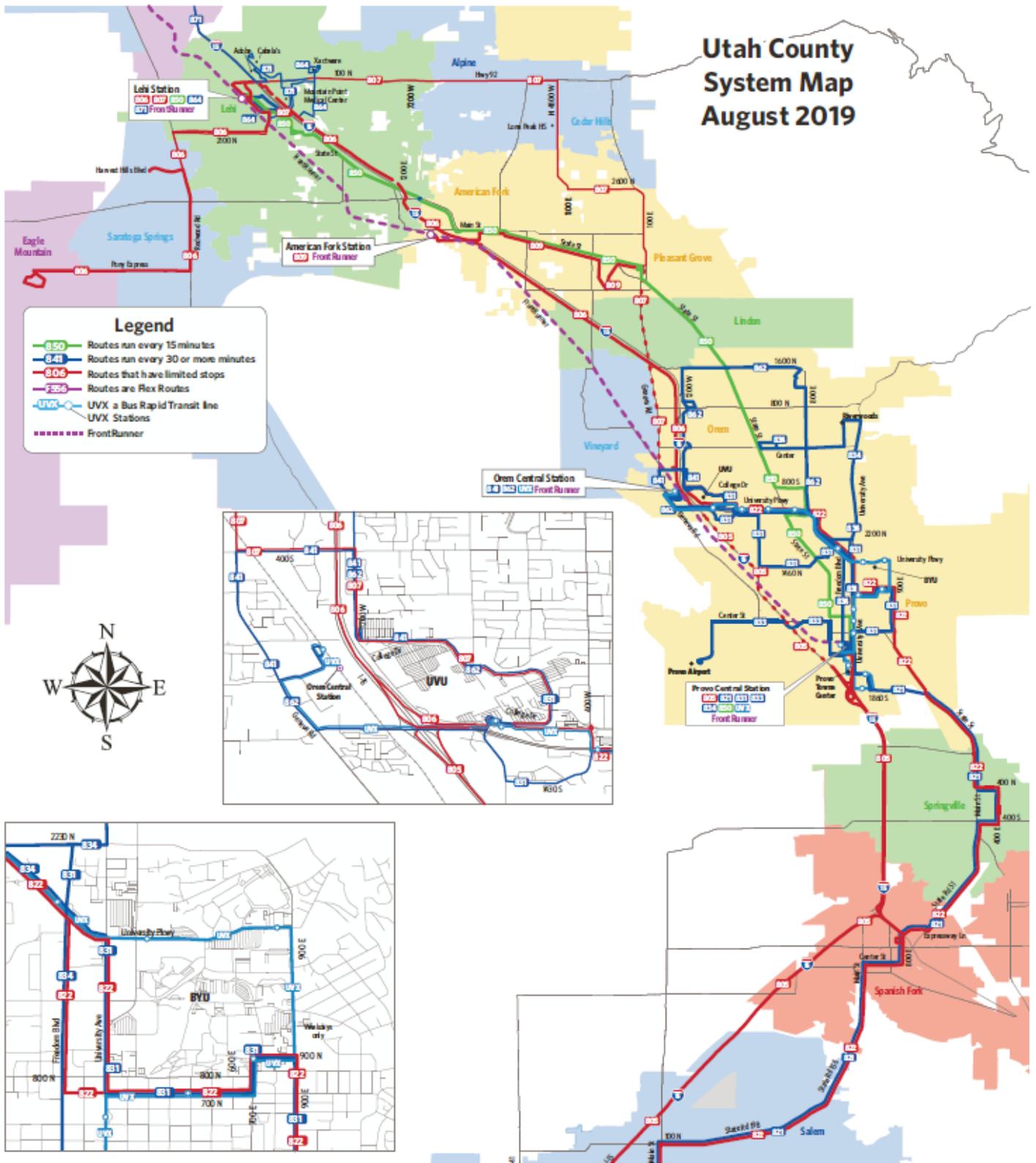
Appendix G: System Maps

Salt Lake Bus System Map



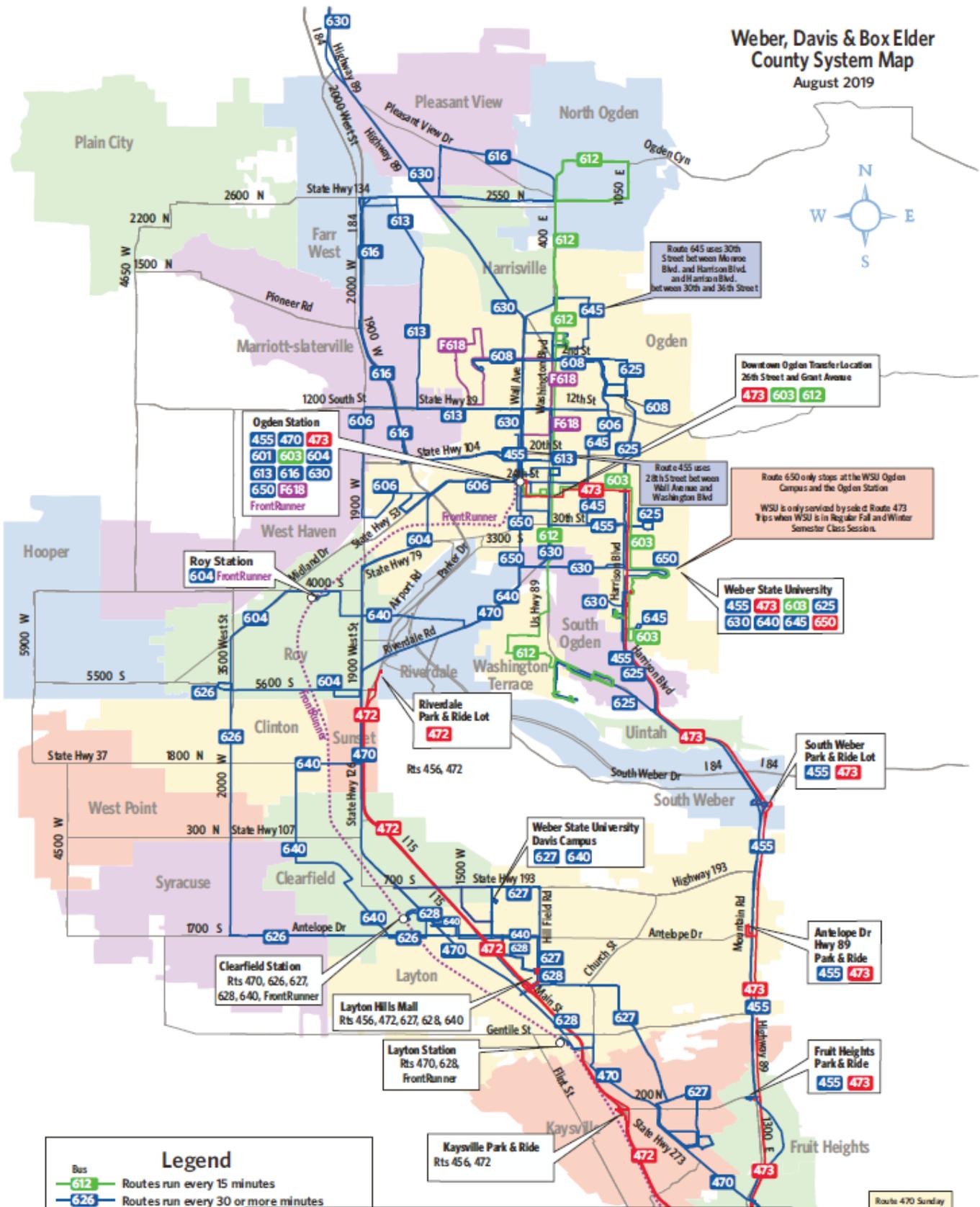
Utah County System Map

Utah County System Map August 2019



Weber, North Davis and Box Elder County System Map

Weber, Davis & Box Elder
County System Map
August 2019



TRAX and FrontRunner Map





State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

JASON E. DAVIS, P.E.
Deputy Director of Engineering and Operations

TERIANNE S. NEWELL, P.E.
Deputy Director of Planning and Investment

November 25, 2019

Mr. Sheldon Shaw
Director of Safety and Security
Utah Transit Authority (UTA)
669 West 200 South
Salt Lake City, UT 84101

Re: UDOT Review of 2020 UTA TASP

Dear Mr. Shaw:

Thank you for your submission of the Utah Transit Authority (UTA) Transit Agency Safety Plan (TASP) dated January 2020. The Utah Department of Transportation (UDOT) commends UTA on its expedient attempts to achieve compliance with new Federal Transit Authority (FTA) requirements for a Public Transportation Agency Safety Plan (PTASP) under 49 Code of Federal Regulations (CFR) Part 673.

UDOT has performed its annual review of UTA's proposed 2020 TASP according to the presently standing regulations, under 49 CFR Parts 673 and 674 in accordance with the requirements of the UDOT Procedures and Standards mandated by the FTA.

As indicated on the attached checklist, UDOT *conditionally approves* the contents of the January 2020 TASP under 49 CFR Part 673 and 674. Final, official approval will be granted once UDOT receives confirmation of UTA Board of Trustees approval of the TASP, which is a requirement for Part 673 approval. 49 CFR Part 659 will remain in effect for UTA until UDOT issues final approval of the TASP under Part 673.

Mr. Sheldon Shaw
Page 2
November 25, 2019

Thank you for all of your efforts to create, implement and revise actionable safety plans at UTA. UDOT looks forward to our continued partnership in enhancing the safety of UTA light rail.

Sincerely,

James W. Golden

James W. Golden, P.E., TSSP
UDOT Traffic and Safety
State Safety Oversight – Program Manager
Mobile Phone: 801-360-0052
jimgolden@utah.gov

Cc: Travis King, Darin Francom, Carolyn Gonot

Enclosures:
TASP Review Checklist (49 CFR Part 673)



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: December 18, 2019

SUBJECT:	R2019-12-03 Resolution Approving an Interlocal Agreement with Sandy City for the Provision of Additional Funds to Supplement the Existing TIGER Stakeholder Agreement
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approval of Resolution R2019-12-03 of the Board of Trustees authorizing the execution of Supplement No. 2 to the Stakeholder Agreement with Sandy City regarding additional funding for the TIGER First Mile/Last Mile Grant Project.
BACKGROUND:	TIGER Stakeholder Agreement 18-2653BM and Supplement No. 1 was executed on March 30, 2018 between UTA and Sandy City for the TIGER First Mile/Last Mile Grant Project. Supplement No. 2 is to increase the project budget for the multi-use path project in Sandy City) by \$1,000,000, to be funded by Sandy City.
DISCUSSION:	The additional funding is required to complete the Sandy City multi-use path (SAN_MUP_1) under the TIGER First/Last Mile Grant Project. Sandy City will pay the additional \$1,000,000 for the project with funding provided by Salt Lake County per an Interlocal Cooperative Agreement between Sandy City and Salt Lake County dated March 28, 2019 (County Contract No. 0000002127).
ALTERNATIVES:	There is no viable alternative without the additional funding. There would not be enough budget to complete the Sandy TIGER Grant Project.
FISCAL IMPACT:	The additional local project partner funding will increase the overall TIGER Grant Project Budget by One Million Dollars (\$1,000,000).
ATTACHMENTS:	<ol style="list-style-type: none">1) TIGER Stakeholder Agreement 18-2653BM Supplement No. 2 (For Signature)2) TIGER Stakeholder Agreement 18-2653BM Supplement No. 1 (For Reference, Executed March 30, 2018)3) TIGER Stakeholder Agreement 18-2653BM Supplement No. 1 (For Reference, Executed March 30, 2018)4) Interlocal Cooperative Agreement (County Contract No. 0000002127) between Sandy City and Salt Lake County (For Reference, Executed March 28, 2019)

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH
TRANSIT AUTHORITY APPROVING THE EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT WITH SANDY CITY
FOR PROVISION OF ADDITIONAL FUNDS TO SUPPLEMENT THE
EXISTING TIGER STAKEHOLDER AGREEMENT**

R2019-12-03

December 18, 2019

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

WHEREAS, Sandy City (“Sandy”) and the Authority are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE. §§ 11-13- 101 *et seq.* (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, the Authority and Sandy previously executed a TIGER Stakeholder Agreement (the “Agreement”), UTA Contract Number 18-2653BM on March 30, 2018, as well as Supplement No. 1 to the Agreement on the same date for the construction of the Dry Creek Trail Connection; and

WHEREAS, Sandy desires to use the County Transportation Funds by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with UTAH CODE §59-12- 2219(11)(a)(ii) and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, Sandy and the Authority now desire to enter into an interlocal cooperation agreement with the Authority, the Supplement No. 2, which is attached hereto as Exhibit A, to provide for payment of the additional funds for the Dry Creek Trail Connection project.

WHEREAS, on November 22, 2019, the Sandy City Council authorized the Mayor to enter into an agreement with the Authority with regard to Supplement No. 2 to the Agreement, where Sandy would provide an additional ONE MILLION DOLLARS (\$1,000,000) to the Authority to be used for the construction of the Dry Creek Trail Connection, as outlined in the Agreement.

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

1. That the Board hereby approves the Interlocal Cooperation Agreement with Sandy City (Supplement No. 2) and set forth in Exhibit A.
2. That the Board authorizes the Executive Director and her designee(s) to execute the Interlocal Cooperation Agreement (Supplement No. 2) with Sandy City in substantially the same form as attached as Exhibit A.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the Interlocal Cooperation Agreement (Supplement No. 2).
4. That the corporate seal be attached hereto.

Approved and adopted this 18th day of December 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A
(Interlocal Cooperation Agreement)

**SUPPLEMENT NO. 2 TO
STAKEHOLDER AGREEMENT
SANDY CITY**

TIGER GRANT

TIGER 2016 GRANT NO. 2018-02	UTA CONTRACT NO. 18-2653BM	STAKEHOLDER CONTRACT NO.
SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: SAN_MUP_1: DRY CREEK TRAIL TUNNEL CONNECTION		PROJECT VALUE OF CITY PROJECTS \$3,721,726
		CITY REPRESENTATIVE: RYAN KUMP

THIS SUPPLEMENT NO. 2 TO STAKEHOLDER AGREEMENT (“Supplement”), made and entered into this ____ day of _____, 2019, by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”), and Sandy City (“City”).

The parties hereto entered in to a Stakeholder Agreement dated March 30, 2018, (the “Agreement”), which Agreement contemplated execution of a Supplement outlining specific details for the City Projects to be completed thereunder.

The parties hereto entered in to Supplement No. 1 to Stakeholder Agreement dated March 30, 2018 to outline specific details for City Project SAN_MUP_1: Dry Creek Trail Tunnel Connection to be completed thereunder, including the scope, schedule, and estimated budget of the City Project.

The parties hereto desire to enter into this Supplement No. 2 to increase the estimated budget of City Project SAN_MUP_1: Dry Creek Trail Tunnel Connection. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the increased estimated budget of City Project SAN_MUP_1: Dry Creek Trail Tunnel Connection as follows:

1. Estimated Total Cost of Work. The parties hereto desire to increase the estimated budget for City Project SAN_MUP_1: Dry Creek Trail Tunnel Connection by One Million Dollars (\$1,000,000.00) per the Interlocal Cooperative Agreement (County Contract No. 0000002127) between City and Salt Lake County dated March 28, 2019, for a total estimated budget of Three Million Seven Hundred Twenty One Thousand Seven Hundred Twenty Six Dollars (\$3,721,726.00). The Estimated Total Cost of Work and funding sources is summarized below:

ESTIMATED BUDGET OF THIS SUPPLEMENT:	<u>\$3,721,726</u>
ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION:	<u>\$2,177,381</u>
ESTIMATED AMOUNT OF CITY PARTICIPATION:	<u>\$ 544,345</u>
ADDITIONAL FUNDING SOURCES (SALT LAKE COUNTY):	<u>\$1,000,000</u>

2. Payment of Additional Funding Sources. The Interlocal Cooperative Agreement (County Contract No. 0000002127) between City and Salt Lake County dated March 28, 2019 requires

that the City submit Requests for Reimbursement requesting the amount of County Transportation Funds to be disbursed to the City for Reimbursable Project Costs, up to One Million Dollars (\$1,000,000.00). UTA will create a separate account code for the County Transportation Funds and will invoice the City for costs incurred for City Project SAN_MUP_1: Dry Creek Trail Tunnel Connection, which are not paid from TIGER Grant Participation or City Participation, up to One Million Dollars (\$1,000,000.00). City will pay UTA within 60 days of being invoiced. Following payment to UTA for the SAN_MUP_1 actual project costs, City will then seek reimbursement from Salt Lake County. UTA will invoice City upon completion of each project phase for actual costs up to the estimated amounts summarized below:

ADDITIONAL FUNDING SOURCES (SALT LAKE COUNTY):	<u>\$1,000,000</u>
ESTIMATED DESIGN:	<u>\$ 70,000</u>
ESTIMATED PHASE 1 CONSTRUCTION:	<u>\$ 200,000</u>
ESTIMATED PHASE 2 CONSTRUCTION:	<u>\$ 730,000</u>

IN WITNESS WHEREOF, the parties hereto have caused this Supplement No. 2 to be executed in duplicate as of the date first herein written.

UTAH TRANSIT AUTHORITY

By: _____
 Title: _____

By: _____
 Title: _____

Reviewed and Approved as to Form

 UTA Legal Counsel

SANDY CITY

By: [Signature]
 Title: Mayer

ATTESTED AND COUNTERSIGNED

By: [Signature]
City Recorder



SANDY CITY APPROVALS

Department [Signature]
 Risk Mgt. CWP
 Budget BK
 Legal Form [Signature]
 Purchasing Compliance [Signature]

**SUPPLEMENT NO. 1 TO
STAKEHOLDER AGREEMENT
SANDY CITY**

TIGER GRANT

TIGER 2016 GRANT NO. 2018-02	UTA CONTRACT NO. 18-2653 BM	STAKEHOLDER CONTRACT NO.
SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: SAN_MUP_1: DRY CREEK TRAIL TUNNEL CONNECTION		VALUE OF CITY PROJECTS \$2,721,726
		CITY REPRESENTATIVE: RYAN KUMP

THIS SUPPLEMENT NO. 1 TO STAKEHOLDER AGREEMENT ("Supplement"), made and entered into this 30th day of MARCH, 2018, by and between **UTAH TRANSIT AUTHORITY**, a public transit district ("UTA"), and Sandy City ("City").

The parties hereto entered in to a Stakeholder Agreement dated March 30, 2018, (the "Agreement"), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the specific City Projects, including scope, schedule and budget as follows:

Description of work to be performed, including proposed location:
(Plans/Plan Sheets Attached)

Anticipated duration of work:

2019 TIGER Projects will begin once the funding partners deposit their City participation funds on or before July 16, 2018. UTA commits the pre-design meeting to occur no later than 2 months upon receipt of participation funds.

Estimated Total Cost of Work:
(Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT:	\$ <u>2,721,726</u>
ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION:	\$ <u>2,177,381</u>
ESTIMATED AMOUNT OF CITY PARTICIPATION:	\$ <u>544,345</u>
ADDITIONAL FUNDING SOURCES:	\$ <u>N/A</u>

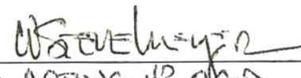
Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein. UTA shall coordinate the negotiation of the CM/GC Phase 2 contract for this project with the City. This shall include negotiation of lump sum price and payment terms.

UTA will provide the City with CM/GC contractor pay requests. The City may object to proposed contractor payments that do not conform to the Phase 2 contract for the project identified above.

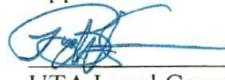
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

UTAH TRANSIT AUTHORITY

By 
Title CEO
Date: 4-3-18

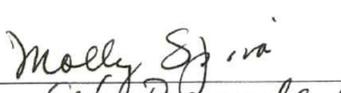
By 
Title ACTING VP, OPS
Date: 4/3/18

Approved as to Form:


UTA Legal Counsel

SANDY CITY

By 
Title MAYOR
Date: 2/20/18

Asst
By 
Title City Recorder
Date: 2/20/18

SAN_MUP_1	Dry Creek Trail (Tunnel Connection Porter Rockwell Trail to Jordan Canal Trail) – Expose the existing Tunnel that is under the TRAX line at 10200 S and extend it under the Future Beatdigger Blvd.	Multi Use Path	Sar

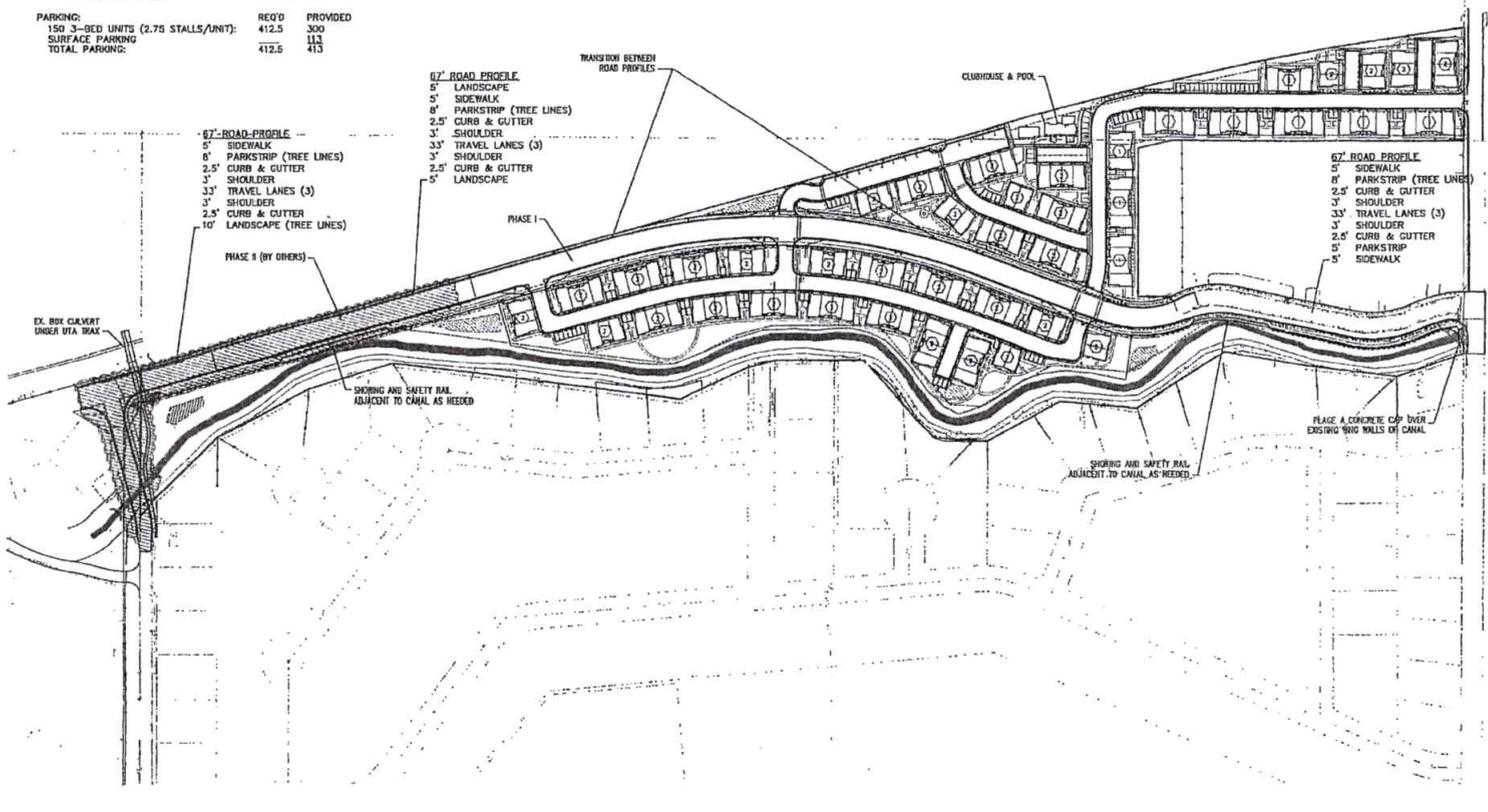
Project ID	Project Description	Project Type	Municipality	Project Status	Estimate	Estimate	Estimate	Estimate	Estimate	\$ for Funding Source #1	Funding Source #1	\$ for Funding Source #2	Funding Source #2	\$ for Funding Source #3	Funding Source #3	Year Funds Available		
SAN_MUP_1	Dry Creek Trail (Tunnel Connection Porter Rockwell Trail to Jordan Canal Trail) - Expose the existing Tunnel that is under the TRAX line at 10200 S and extend it under the Future Beatdigger Blvd.	Multi Use Path	Sandy		\$2,721,726	\$224,730	\$332,933	\$432,813	\$208,083	\$208,083	\$544,345	City - Local				\$544,345	\$2,177,381	2016
					\$2,721,726	\$224,730	\$332,933	\$432,813	\$208,083	\$208,083	\$544,345		\$0			\$544,345	\$2,177,381	

SITE DATA TABLE

OVERALL PUD AREA:	19.4 AC.
TOTAL NUMBER OF UNITS:	150
CLUBHOUSE	1
PHASE I:	
OVERALL PHASE AREA:	16.7 AC. (86% OVERALL PUD)
BUILDINGS:	3.4 AC. 18%
roads	4.9 AC. 26%
LANDSCAPE TOTAL:	8.4 AC. 56%
PHASE II (BY OTHERS):	
OVERALL PHASE AREA:	0.7 AC. (4% OVERALL PUD)
BUILDINGS:	0 AC.
ROADS:	.65 AC. 93%
LANDSCAPE TOTAL:	.05 AC. 7%
PARKING:	
150 3-BED UNITS (2.75 STALLS/UNIT):	REQ'D 300
SURFACE PARKING	PROVIDED 113
TOTAL PARKING:	412.5
	413

KEY NOTES:

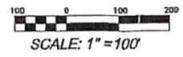
- ① FRONT LOAD PRODUCT
- ② REAR LOAD PRODUCT



67' ROAD PROFILE
 5' SIDEWALK
 8' PARKSTRIP (TREE LINES)
 2.5' CURB & GUTTER
 3' SHOULDER
 33' TRAVEL LANES (3)
 3' SHOULDER
 2.5' CURB & GUTTER
 10' LANDSCAPE (TREE LINES)

67' ROAD PROFILE
 5' LANDSCAPE
 5' SIDEWALK
 8' PARKSTRIP (TREE LINES)
 2.5' CURB & GUTTER
 3' SHOULDER
 3' SHOULDER
 2.5' CURB & GUTTER
 5' LANDSCAPE

67' ROAD PROFILE
 5' SIDEWALK
 8' PARKSTRIP (TREE LINES)
 2.5' CURB & GUTTER
 3' SHOULDER
 33' TRAVEL LANES (3)
 3' SHOULDER
 2.5' CURB & GUTTER
 5' PARKSTRIP
 5' SIDEWALK



DATE: 8/15/2016 REV: 1
 SCALE: AS SHOWN
 DRAWN BY: JSP
 CHECKED BY: JSP
 PROJECT NO.: 161011

BOULDER VENTURES DEVELOPMENT, INC.
 801 W. 1000 S. SUITE 100
 SALT LAKE CITY, UT 84119
 TEL: 801-467-5555

LE SANCHE, LLC
 301 W. 1000 S. SUITE 100
 SALT LAKE CITY, UT 84119
 TEL: 801-467-5555

BOULDER SANDY TOWNHOMES
 10600 SOUTH 300 EAST
 SANDY CITY, UTAH

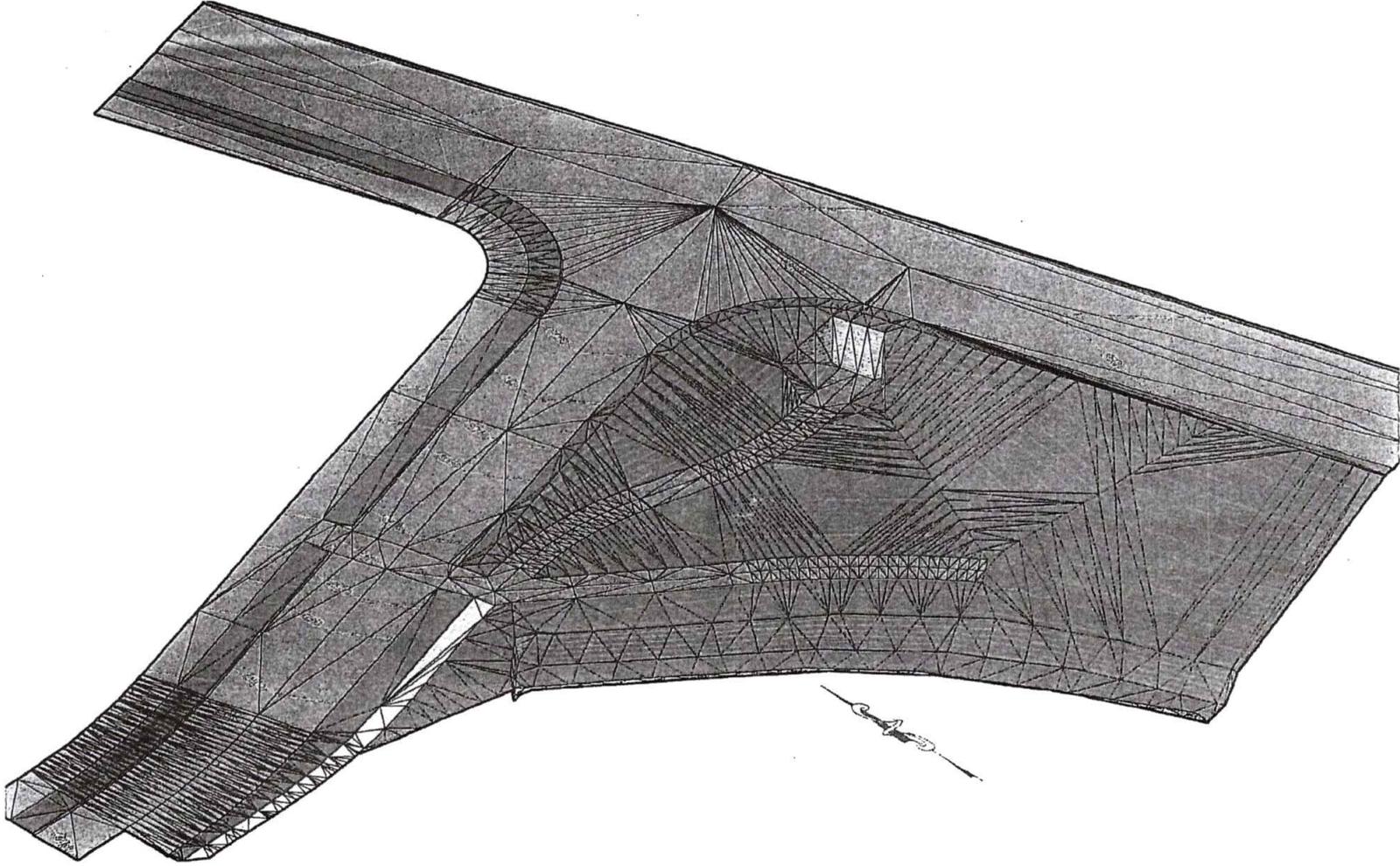
SITE PLAN

SHEET
C100



DATE PLOTTED: 08/15/2016 10:00 AM PLOTTER: HP DesignJet T1100

© 2011 S.E. Science, LLC. All rights reserved. 10/11/11 10:00 AM



DRY CREEK AND UTA TRAIL CONCEPT
10200 SOUTH AND TRAX
SANDY CITY, UTAH
CONCEPT 07 RENDERING

Developed by:
BOULDER DEVELOPMENT, INC.
505 EAST 4000 SOUTH
SANDY, UT 84088
TEL: 801-443-2488

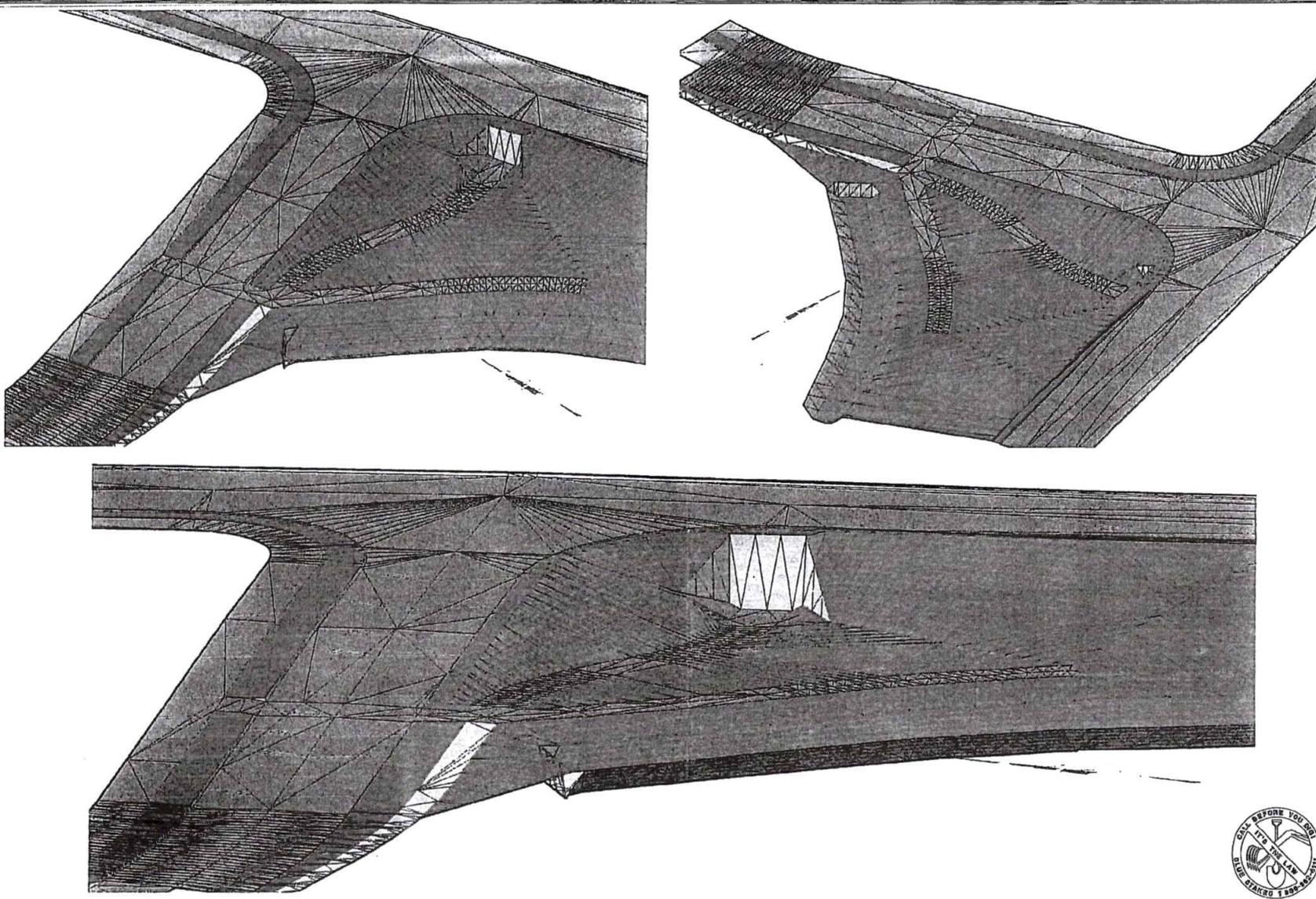
Engineered by:
S.E. SCIENCE, LLC
10200 SOUTH AND TRAX
SANDY, UT 84088
TEL: 801-432-2488

DATE: 5/14/2012 REV: 1 DESCRIPTION:
SCALE: AS SHOWN
DRAWN BY: PSF
CHECKED BY: PSF
PROJECT NO.: 981511



SHEET
C 07 R1

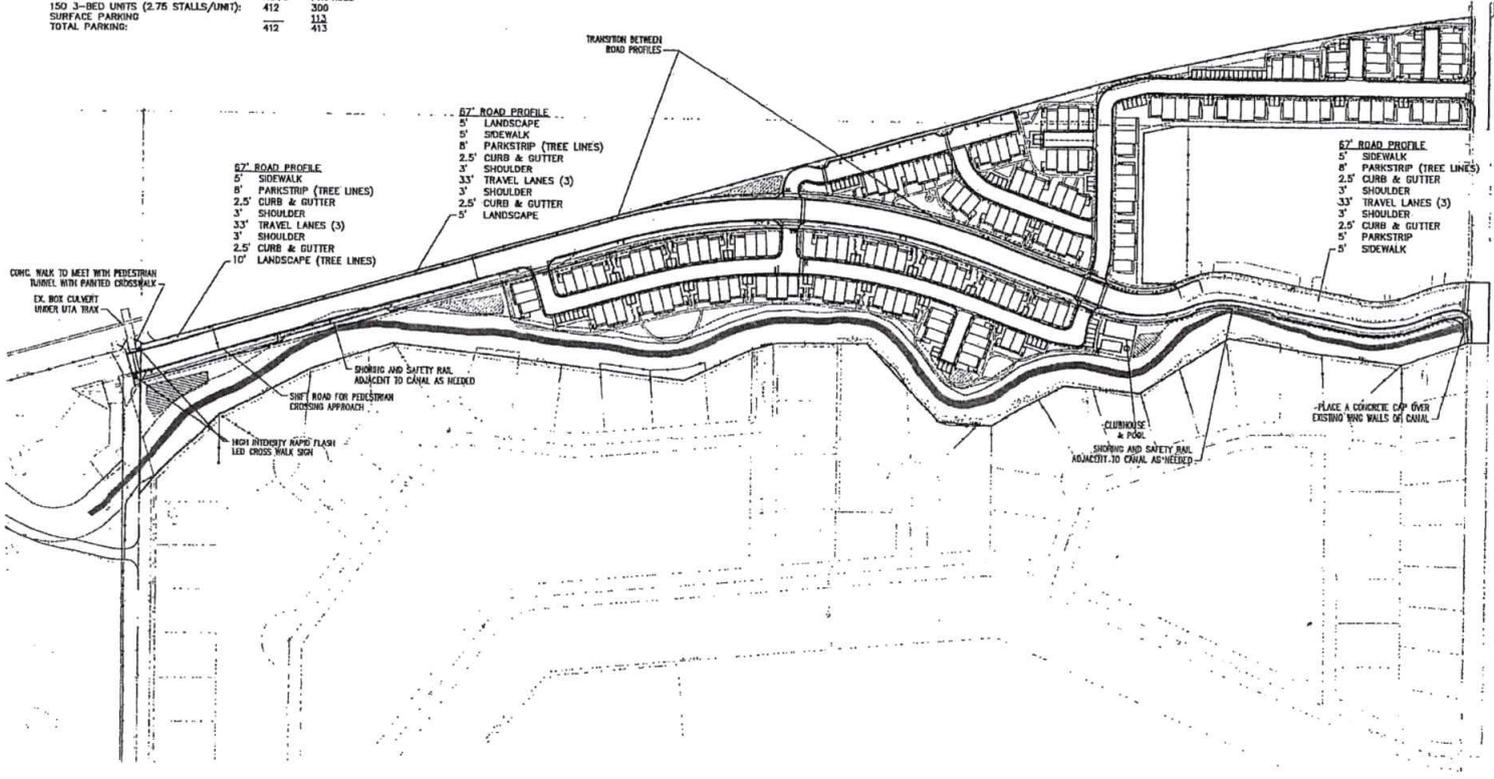
5/14/2015 10:12:40 AM - 1020 SOUTH AND TRAIL CONCEPT 07 R2



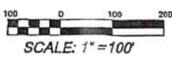
DRY CREEK AND UTA TRAIL CONCEPT 10200 SOUTH AND TRAIL SANDY CITY, UTAH CONCEPT 07 RENDERING		Prepared by BOULDER DEVELOPMENT, INC. 2010 SOUTH 1000 WEST, SUITE 200 SALT LAKE CITY, UT 84119-4233		DATE: 5/14/2015 REV: AS SHOWN DOWN BY: PSF CHECKED BY: PSF PROJECT NO.: 881511	DESCRIPTION:
SHEET C 07 R2		Drawn by S.E. SCIENCE, LLC 12700 W. 9000 S. LUTVILL, UT 84043 TEL: 801-433-2488			

SITE DATA TABLE

OVERALL PUD AREA:	19.4 AC.
TOTAL NUMBER OF UNITS:	150
CLUBHOUSE	1
LANDSCAPE TOTAL:	~9 AC.
OVERALL OPEN SPACE	~50%
PARKING:	REQ'D PROVIDED
150 3-BED UNITS (2.75 STALLS/UNIT):	412 300
SURFACE PARKING	112
TOTAL PARKING:	412 413

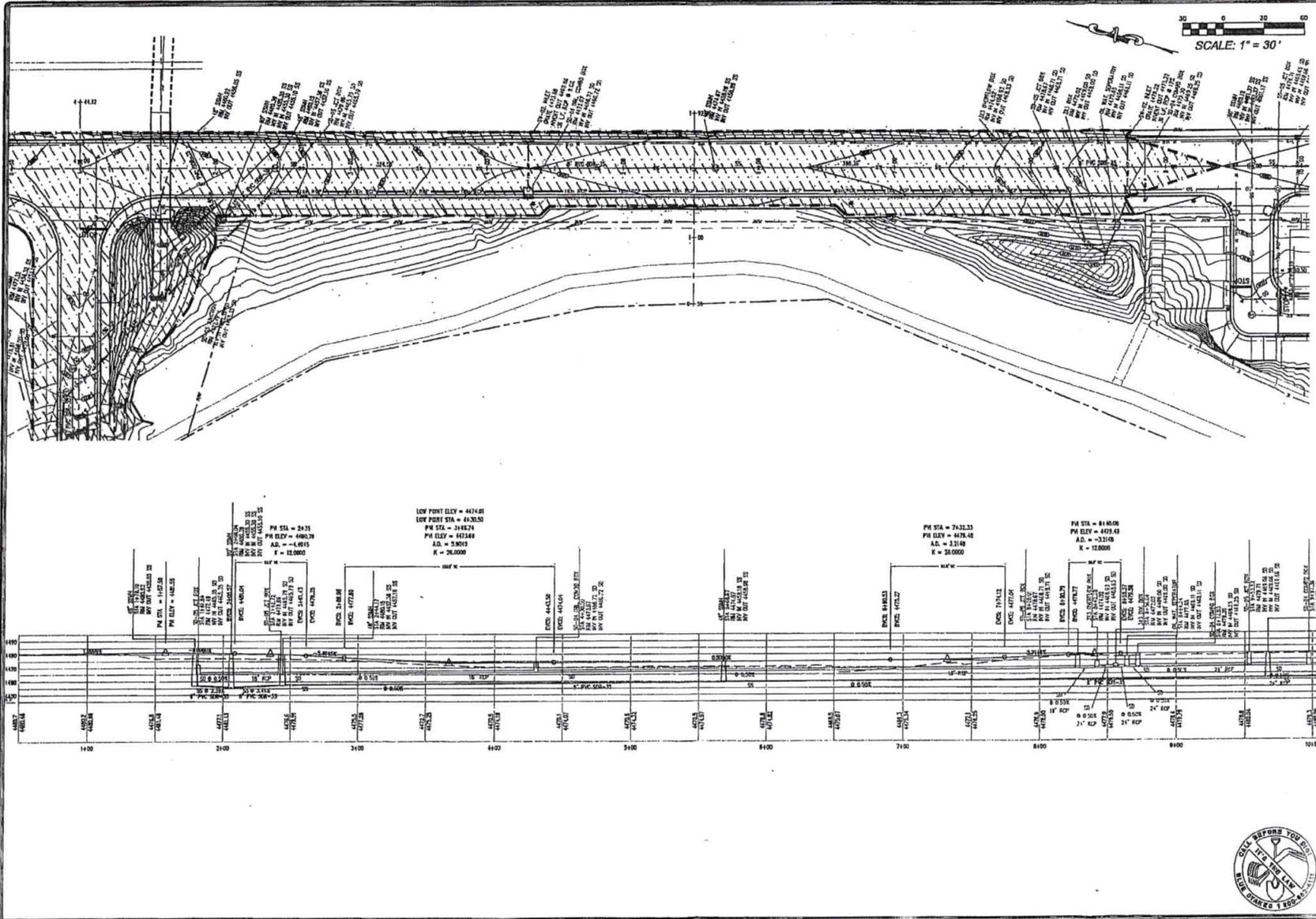


DATE:	5/26/2019	REV:	DESCRIPTION:
SCALE:	AS SHOWN	BY:	JAS SHORNT
DESIGNED BY:	PSF	CHECKED BY:	PSF
PROJECT NO.:	181011		
BOULDER VENTURES DEVELOPMENT, INC. 10800 SOUTH 800 EAST SANDY CITY, UTAH S.E. SCIENCE, LLC 1000 WEST 900 NORTH SALT LAKE CITY, UT			
BOULDER SANDY TOWNSHOMES 10800 SOUTH 800 EAST SANDY CITY, UTAH SITE PLAN			
SHEET C100			



C:\Users\181011\OneDrive\Documents\181011\181011.dwg 5/26/2019 10:00 AM

DATE PLOTTED: 10/26/2015 10:58:28 AM



30 0 20 60
 SCALE: 1" = 30'



PROJECT NO.	241511
DATE	10/26/2015
SCALE	AS SHOWN
DESIGNER	AS SHOWN
CHECKED BY	PEF
DRAWN BY	PEF
REVISION	
DATE	
BY	
DESCRIPTION	

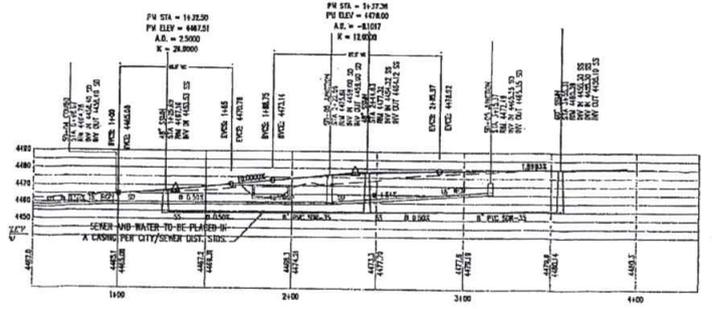
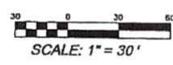
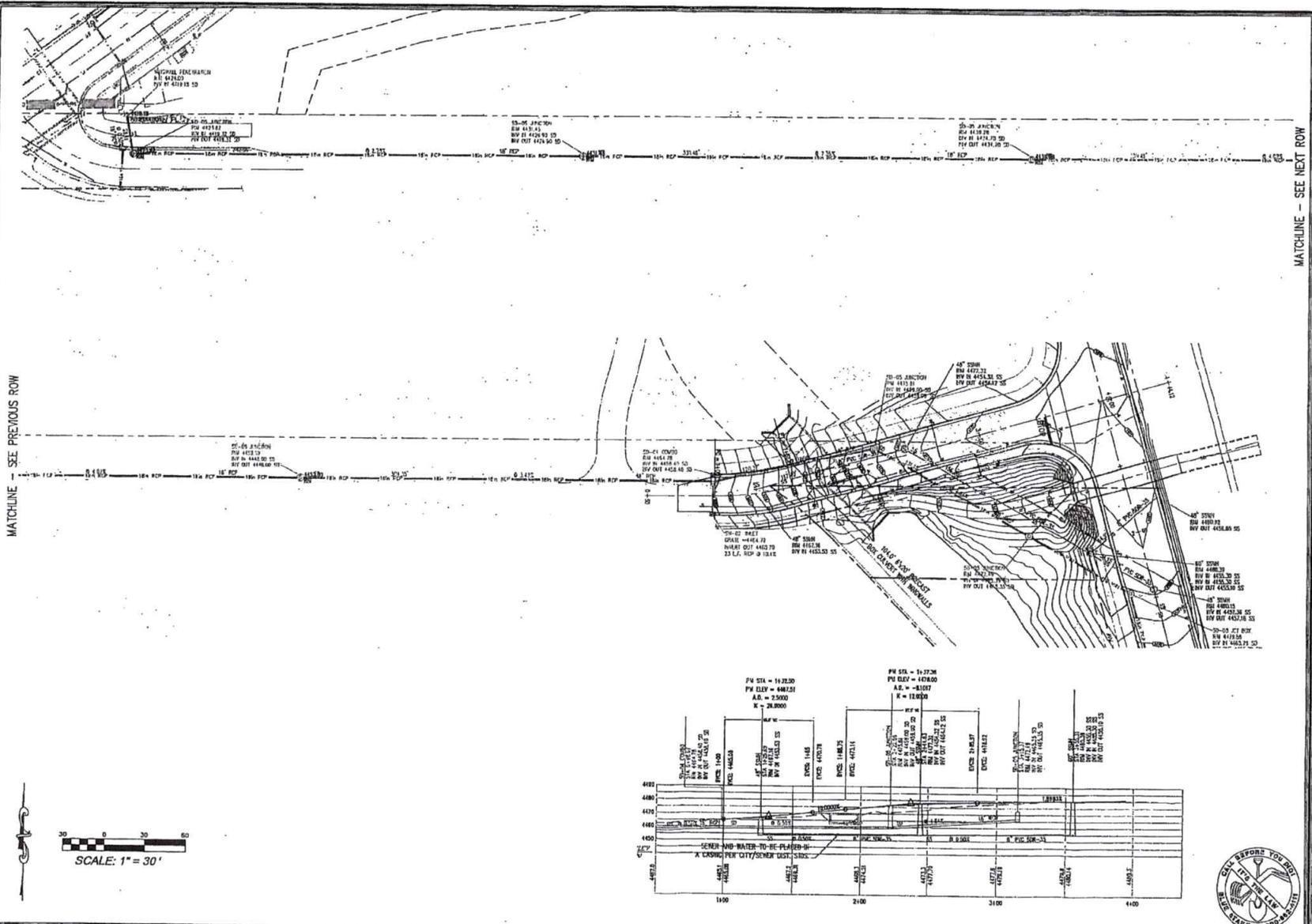
BOULDER SANDY TOWNHOMES
 10620 SOUTH 300 EAST
 SANDY CITY, UTAH
 BEETDIGGER PLAN & PROFILE

SHEET
 PP1.1



MATCHLINE - SEE PREVIOUS ROW

MATCHLINE - SEE NEXT ROW



SEAL
STATE OF UTAH
PROFESSIONAL ENGINEER

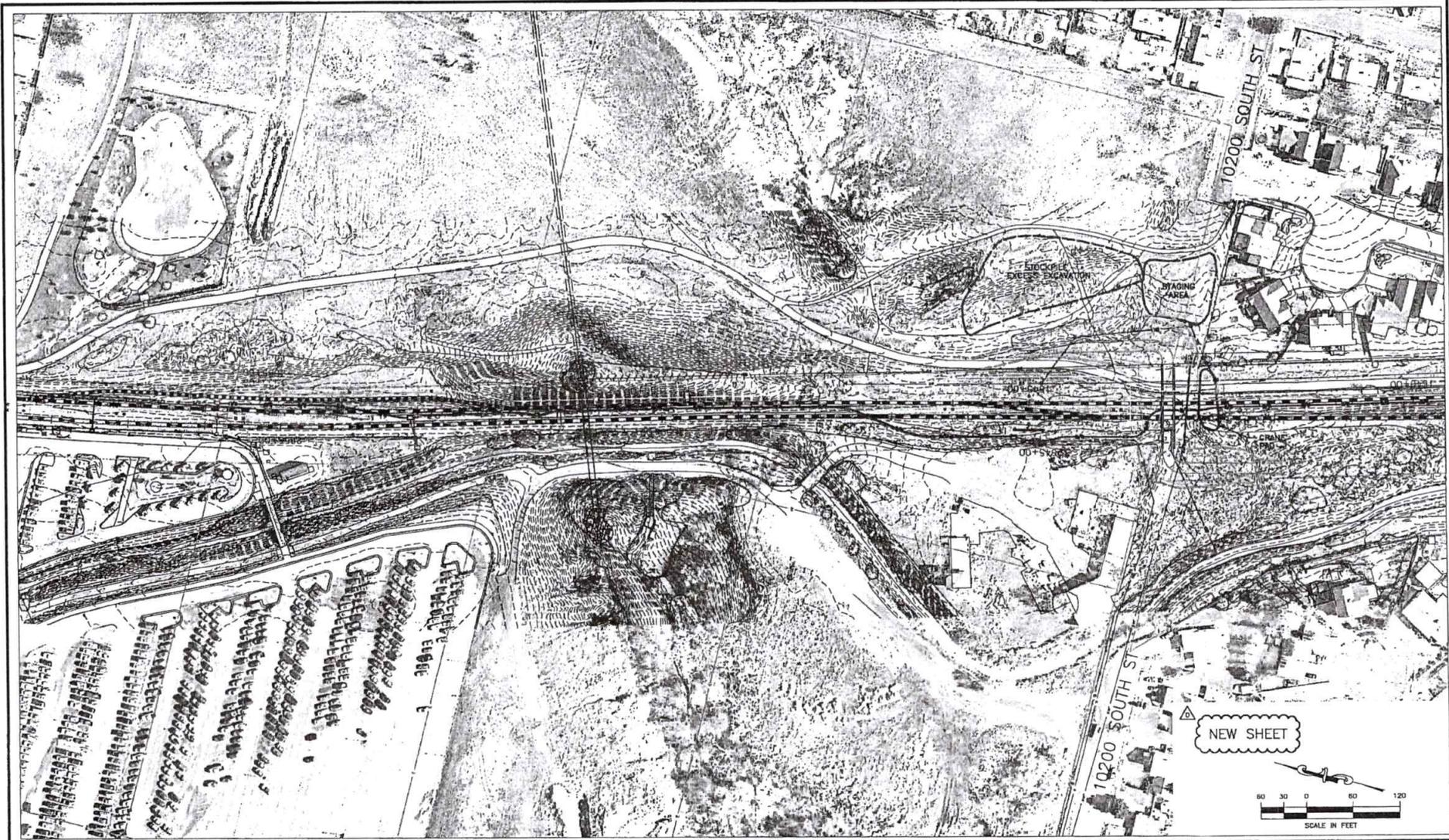
DATE: 10/26/2015 REV: 1 DESCRIPTION:
 SCALE: AS SHOWN
 DRAWN BY: PPF
 CHECKED BY: PPF
 PROJECT NO.: 981111

BOULDER SANDY TOWNHOMES
 10600 SOUTH 300 EAST
 SANDY CITY, UTAH

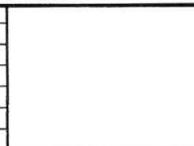
BOULDER VENTURES DEVELOPMENT, INC.
 10000 SOUTH 300 EAST
 SANDY, UTAH 84070
 UNINCORPORATED BY
 SE. SCIENCE, LLC
 LAYING OFF 8501

TEL: 801-432-2488

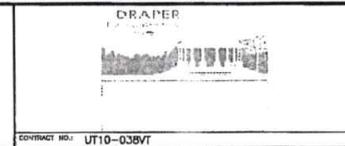
SHEET
 PP2.1



REV	DATE	DESCRIPTION



669 WEST 200 SOUTH
SALT LAKE CITY, UT 84101



CONTRACT NO.: UT10-038VT

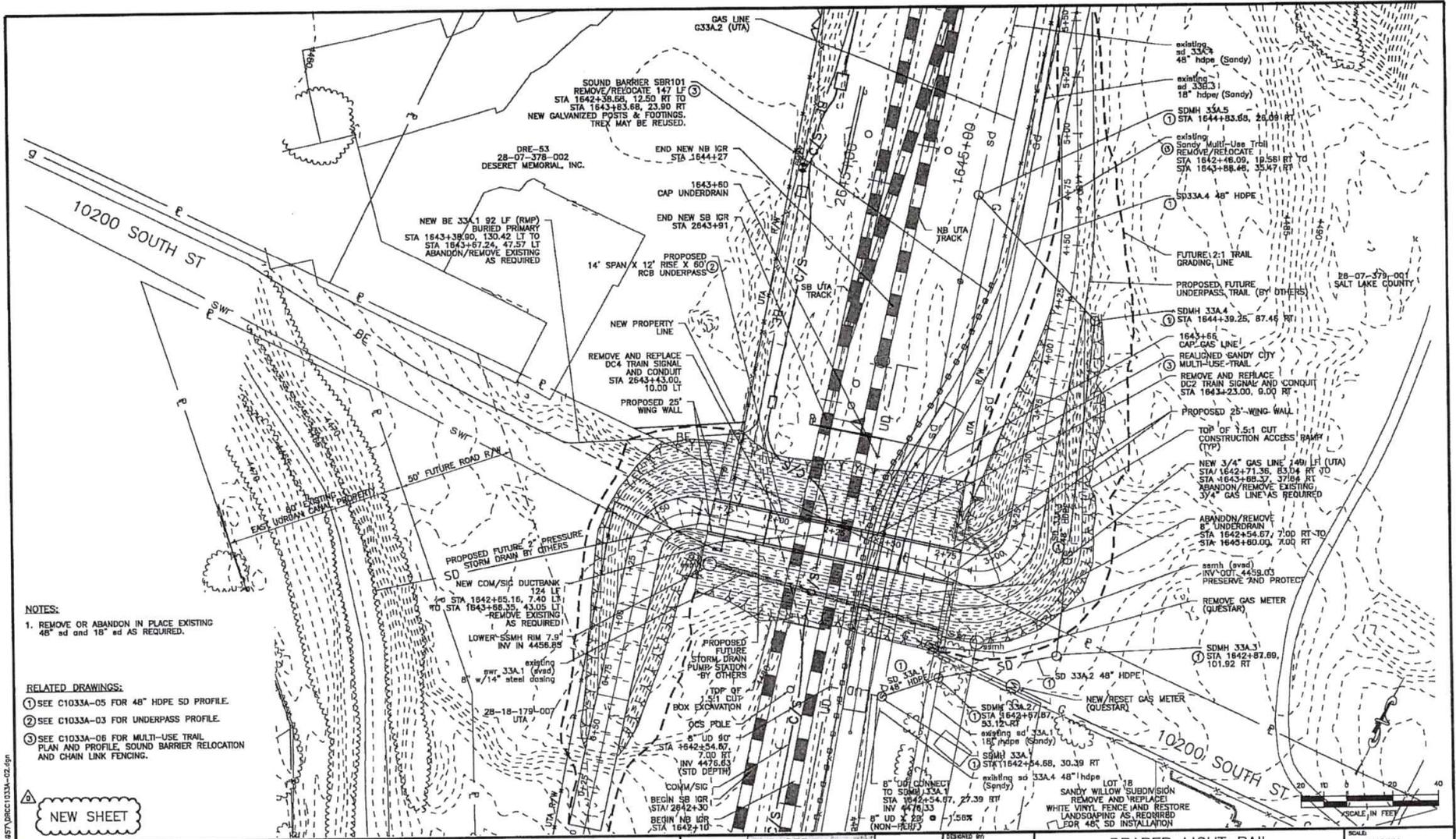
DESIGNED BY:
RM
DRAWN BY:
RM
CHECKED BY:
LKS
APPROVED BY:
MJW

DRAPER LIGHT RAIL
TRANSIT PROJECT
SANDY CITY PEDESTRIAN/EQUESTRIAN
UNDERPASS OVERALL PLAN
UTA NB STA 1643+19
10200 SOUTH

SCALE:
AS SHOWN
CADD FILENAME:
DRCC1033A-01
SUBMITTAL DATE:
03-06-12
DRAWING NO. 1:
C1033A-01
SHEET NO. 1:

SHEET 1 OF 1

03/06/12 NEW SHEET



NOTES:
 1. REMOVE OR ABANDON IN PLACE EXISTING 48" sd and 18" sd AS REQUIRED.

RELATED DRAWINGS:
 ① SEE C1033A-05 FOR 48" HDPE SD PROFILE.
 ② SEE C1033A-03 FOR UNDERPASS PROFILE.
 ③ SEE C1033A-06 FOR MULTI-USE TRAIL PLAN AND PROFILE, SOUND BARRIER RELOCATION AND CHAIN LINK FENCING.

NEW SHEET

REV	DATE	DESCRIPTION

TEAM

 669 WEST 200 SOUTH
 SALT LAKE CITY, UT 84101

DRAPER

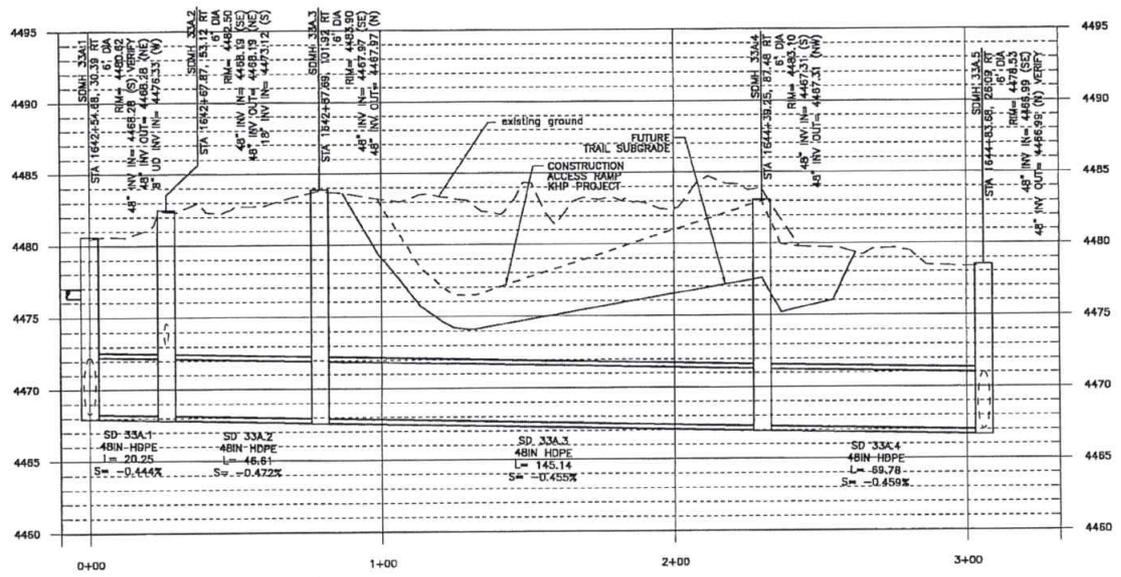
 CONTRACT NO. UT10-038V7

DESIGNED BY:	RM
DRAWN BY:	RM
CHECKED BY:	LKS
APPROVED BY:	MJW

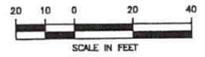
**DRAPER LIGHT RAIL
 TRANSIT PROJECT**
 SANDY CITY PEDESTRIAN/EQUESTRIAN
 UNDERPASS CIVIL, UTILITY
 AND EXCAVATION PLAN
 UTA NB STA 1643+19 10200 SOUTH

SCALE:	AS SHOWN
DWG FILENAME:	DRCC1033A-02
SUBMITAL DATE:	03-06-12
DRAWING NO.:	C1033A-02
SHEET NO.:	

P0038170 06-18
 08-MAR-2011 10:16 AM P:\P\1033A\038170\DRCC1033A-02.dgn



PROPOSED 48" HDPE SD



NEW SHEET

P0038170 07/25/2012
 C:\WORK\2012\12\12\DRP\CONV\DRCC1033A-05.dgn

REV	DATE	DESCRIPTION

TEAM

 559 WEST 200 SOUTH
 SALT LAKE CITY, UT 84101

DRAPER
 Transit Corridor Region

 CONTRACT NO.: UT10-038V1

DESIGNED BY:	RM
DRAWN BY:	RM
CHECKED BY:	LKS
APPROVED BY:	MJW

**DRAPER LIGHT RAIL
 TRANSIT PROJECT**
 SANDY CITY PEDESTRIAN/EQUESTRIAN
 48" HDPE STORM DRAIN PROFILE
 UTA NB STA 1643+19
 10200 SOUTH

SCALE:	AS SHOWN
CADD FILENAME:	DRCC1033A-05
SUBMITTAL DATE:	03-06-12
DRAWING NO.:	C1033A-05
SHEET NO.:	

**STAKEHOLDER AGREEMENT
SANDY CITY**

TIGER GRANT

TIGER 2016 GRANT NO. <u>2018-02</u>	UTA CONTRACT NO. <u>18-26538M</u>	STAKEHOLDER CONTRACT NO.
SUMMARY OF CITY PROJECTS: SAN_MUP_1: DRY CREEK TRAIL TUNNEL CONNECTION		PROJECT VALUE OF CITY PROJECTS \$ 2,721,726
		CITY REPRESENTATIVE: RYAN KUMP

This Stakeholder Agreement ("Agreement") is entered into this 30th day of MARCH 2018 by and between the Utah Transit Authority, a public transit district ("UTA") and Sandy City ("City").

RECITALS

WHEREAS, UTA provides public transit services in all or parts of Salt Lake, Davis, Weber, Box Elder, Utah and Tooele Counties, and certain interlocal public transit within portions of Summit County;

WHEREAS, Wasatch Front Regional Council ("WFRC") and Mountainland Association of Governments ("MAG") are the Metropolitan Planning Organizations for the areas included within the UTA service district;

WHEREAS, in 2016, UTA, in cooperation with the City, WFRC, MAG, the Utah Department of Transportation ("UDOT") and approximately 30 other public entities (collectively the "Stakeholders"), submitted a grant application (the "Grant Application") to the United States Department of Transportation seeking a Transportation Investment Generating Economic Recovery ("TIGER") discretionary grant;

WHEREAS, on or about July 29, 2016, the United States Department of Transportation published notice of its intent to award UTA a TIGER discretionary grant (the "TIGER Grant") in the amount of \$20 million;

WHEREAS, the eligible scope of the TIGER Grant will be to fund a portion of the design and construction of several multimodal projects (the "TIGER Projects") that improve transportation connections to UTA's commuter rail and light rail systems;

WHEREAS, City is a project funding partner with respect to one or more of the TIGER Projects (such subset of the TIGER Projects hereinafter referred to as the "City Projects") referenced in the Grant Application;

WHEREAS, City has committed to provide or secure local matching funds for the City Projects;

WHEREAS, several other Stakeholders have committed to provide local matching funds for additional TIGER Projects and it is contemplated that UTA will execute identical agreements with such other Stakeholders;

WHEREAS, UTA has committed to provide local matching funds for additional TIGER Projects to be constructed at UTA stations;

WHEREAS, it is economically and logistically in the best interests of UTA and City (as well as the Stakeholders with respect to other TIGER Projects) for UTA to complete both the City Projects and other TIGER Projects under one set of design and construction contracts, with UTA managing the TIGER Grant funds and managing the contractual relationships with selected contractors; and

WHEREAS, the parties and the other Stakeholders all intend that the TIGER Projects will be coordinated and managed in a collaborative manner that reflects good regional planning, the consistent treatment of all Stakeholders and the coordination of all TIGER Projects as one regional first/last mile connection strategy.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein 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 hereto acknowledge, the parties agree as follows:

1. PROJECT DESCRIPTION.

- A. All of the Stakeholders intend to collaborate to complete the TIGER Projects (including the City Projects), over the course of approximately five (5) years, with UTA responsible for project management and TIGER Grant oversight.
- B. City has committed to provide funds and/or in-kind contributions, as more particularly set forth herein, for the City Projects.

2. PROJECT ADMINISTRATION AND MANAGER. UTA shall be responsible for administration of the design and construction contracts for the TIGER Projects, and any additional contracts as deemed necessary by UTA. In no event shall UTA be expected or required to enter into contracts, or to take on any obligations, committing UTA to pay amounts in excess of funds that have already been committed to the TIGER Projects. UTA shall administer these contracts in accordance with its procurement and contracting policies and all TIGER Grant requirements.

UTA will assign a Project Manager to manage and administer the TIGER Projects. The Project Manager will be responsible to report to the Policy Committee for oversight and management of the TIGER Projects. The Project Manager shall be Richard Miller.

City will assign a City Representative to coordinate with and participate in decisions with the Project Manager. The City Representative shall be as set forth in the introductory table of this Agreement. The City Representative will have the authority to approve design submittals and make or cause to be made the decisions required of City under this Agreement.

3. TERM. This Agreement shall remain in full force and effect until the TIGER Grant funds, together with the committed local funds, are fully expended and the TIGER Grant has been closed out.
4. PROJECT POLICY COMMITTEE. A Policy Committee has been established for the TIGER Projects, consisting of one individual from each of UTA, UDOT, WFRC, and MAG. The initial representatives are Jerry Benson for UTA, Carlos Braceras for UDOT, Andrew Gruber for WFRC, and Andrew Jackson for MAG. In the event one of the representatives leaves his or her position with an above-referenced agency, such agency will be responsible for appointing a new representative to the Policy Committee and communicating that to the Stakeholders. The Policy Committee will focus on the overall results and ongoing work of the TIGER Projects, will address any disputes among the Stakeholders involving the TIGER Projects, will seek additional funding as needed and will review and approve budgeting, accounting and other project oversight. All actions of the Policy Committee shall be taken by a majority determination of UTA, UDOT, WFRC, and MAG. All members of the Policy Committee shall be equal in authority. It is acknowledged that all actions of the Project Policy Committee must comply with applicable laws and with the scope, conditions and other requirements applicable to the TIGER Grant, as ultimately executed between UTA and the United States Department of Transportation.

5. **WORK SCOPE.** A general description of the City Projects to be included in the TIGER Projects, together with the City's financial commitment to each of the City Projects, is set forth in Exhibit "A", attached hereto and incorporated herein by this reference. Specific scopes of work will be developed for the City Projects and will be included in a separate Supplement to Stakeholder Agreement ("Supplement"), in the form of Exhibit "B", attached hereto and incorporated herein by reference. The Supplement will identify a budget for design and construction (which shall include a reasonable apportionment of the project management and construction management costs, and a reasonable allocation of the total contingency budget for all TIGER Projects). The budget will be determined based upon information furnished by City and UTA will not be required to verify the accuracy or sufficiency of such information prior to commencing design of each City Project. Each Supplement will also identify a schedule for each City Project. Each Supplement will include appropriate national and/or local standards, including but not limited to NACTO, APWA, AASHTO, UDOT and MUTCD.
6. **PAYMENT/ACCOUNTING.** The local matching funds for each of the City Projects, for each fiscal year as committed by the Stakeholder, will be due to UTA in advance on July 1 of such year, or as otherwise designated in a Supplement. Funds shall be delivered to UTA, payable to "Utah Transit Authority", and delivered c/o Chief Financial Officer, 669 West 200 South, Salt Lake City, Utah. Each specific City Project will not be commenced until the local matching funds for that City Project have been delivered to UTA. To the extent that the Supplement for a City Project indicates additional funding sources (in addition to the TIGER Grant proceeds and corresponding local matching funds), City shall also be responsible for ensuring that the proceeds from such additional funding sources are also delivered to UTA in advance on July 1 or as otherwise designated in a Supplement. UTA shall maintain a financial database of all City funds, additional funding source proceeds, and all expenditures toward the City Projects.

City shall be responsible for any cost overruns (to the extent such overruns are not mitigated by value engineering or scope modifications) with respect to the City Projects. Payment for any cost overruns, as well as any additional scope or modifications requested by City (as more specifically described in Section 11 of this Agreement), shall be made promptly, in the same manner as described herein, and in the case of modifications, in advance, upon receipt of an invoice for the same from UTA. UTA may defer or suspend performance with respect to any City Project for which UTA has not received payment as indicated above. If City is unable to either secure additional funding for a City Project or modify the scope of City Project to fit within the available funding, then City may request that UTA not move forward with the City Project. Upon receipt of such request, UTA shall employ commercially reasonable efforts to remove the City Project from the scope of TIGER Projects and mitigate the incurrence of further costs toward such City Project. City shall be responsible for all costs previously incurred with respect to the City Project and any change order costs or partial termination costs incurred in conjunction with the removal of the City Project from the scope of the TIGER Projects. As applicable, City shall be entitled to any engineering deliverables previously prepared with respect to such City Project in their then-current condition.

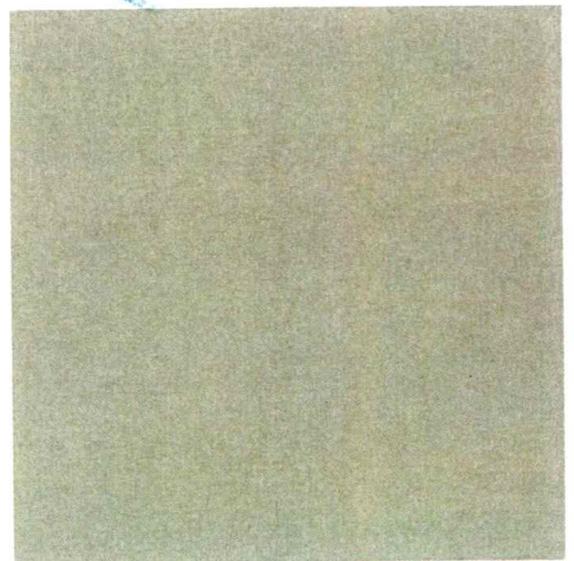
To the extent that the actual total cost of designing and constructing the City Projects (exclusive of apportioned project management and construction management costs) is less than the budget indicated in the Supplement, City shall be entitled to a proportionate refund of the local matching funds committed for design and construction costs pursuant to the Supplement. Any such refund shall be payable within a reasonable time after the TIGER Grant has been closed out.

7. **APPROVALS; FEES.** Throughout the Term hereof, City shall expedite any required processes or approval steps to facilitate commencement of work on the City Projects; and further shall pay or waive

any and all filing fees, impact fees, or other charges in completing the approvals and permitting necessary or required for a City Project.

8. **TIGER PROJECTS CONTRACTOR; SELECTION.** City acknowledges that, in accordance with the quantity and diversity of the TIGER Projects, a contractor or contractors shall be selected to complete the work contemplated hereunder. UTA, City, and the other Stakeholders anticipate selection of a contractor and a contracting method that will maximize efficiency in designing and constructing the various separate City Projects and TIGER Projects. UTA will prepare and distribute a Request for Qualifications and/or Request for Proposals for the TIGER Projects. UTA shall assemble a selection committee to review proposals by qualified firms and to select a designer and/or contractor to complete the TIGER Projects. The selection committee shall consist of representatives of UTA and one representative designated by each other member of the Policy Committee. The procurement and selection of a designer and/or contractors will be conducted in compliance with applicable state and federal procurement requirements, as well as applicable UTA policies and procedures for procurement. Negotiations will be conducted with the designer and/or contractor to establish a final work program and fee for the TIGER Projects. Upon selection of the designer and/or contractor, UTA will enter into a contract with the selected designer and/or contractor. UTA shall coordinate with the Policy Committee in such matters as issuing notices to proceed, change orders, accepting the work products of the designer and/or contractor, and similar items.
9. **FEDERAL REQUIREMENTS.** Any and all procurements, contracts and subcontracts related in any way to the City Projects shall be subject to all applicable state and federal laws, rules, regulations and requirements, including but in no way limited to, Buy-America requirements, payment of Davis-Bacon wages, Utah contractor insurance requirements, etc.
10. **UTILITIES; RIGHT-OF-WAY.** City and UTA do not contemplate any necessary property acquisitions or utility relocations for the City Projects. In the event any property acquisition or utility relocation is necessary, such acquisition or relocation shall be completed by City. Any such acquisitions or relocations shall be completed prior to such City Project being placed on that fiscal year's project list; and further all such acquisitions shall be completed in accordance with all applicable federal and state property acquisition rules, regulations, and guidelines, including but not limited to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations promulgated thereunder, and in accordance with UTA (and where applicable, UDOT) policies and procedures. Full documentation of the acquisition process shall be delivered to UTA prior to commencement of work on such City Project.
11. **COMPLETION OF CITY PROJECTS; SCOPE MODIFICATIONS.** No work shall be completed on any City Projects without a fully-executed Supplement, and without payment having been received for the same by UTA, in advance, as outlined herein. The Stakeholders acknowledge that, as a result of the number and scope of City Projects included within the TIGER Projects, any changes to standardized design and plans will likely result in increased costs and schedule impacts. Any changes or additions requested by a Stakeholder to any of the City Projects shall be reviewed by the Policy Committee, and in the Policy Committee's sole discretion, unless necessitated by a critical safety concern, will only be approved if the Stakeholder requesting the change enters into a Modification Supplement, substantially in the form attached hereto as Exhibit "C", agreeing to pay one hundred percent of the cost of such change.
12. **COORDINATION.** City and UTA shall keep each other, and other Stakeholders as appropriate, abreast of substantive communications and activities related to the City Projects.

13. **TIGER FUNDING A CONDITION PRECEDENT.** The terms of this Agreement, and the commitments and obligations hereunder, are conditioned upon and subject to UTA executing a final grant agreement with the Federal Transit Administration, committing the TIGER Grant funds. UTA and the City agree to execute amendments to any Supplement executed pursuant to this Agreement that may be necessary to conform to the final requirements of the TIGER Grant agreement.
14. **AMENDMENTS.** Alterations, extensions, supplements or modifications to the terms of this Agreement as detailed herein shall be agreed to in writing by the parties concerned, incorporated as amendments to this Agreement, and made a part hereof.
15. **COMPLETION/CONTINUING CONTROL.** UTA and City acknowledge that the City Projects are being or will be constructed on City (or, in the case of certain roadway rights-of-way, County or State) property. Except as otherwise indicated in a Supplement, UTA will not have title to any of such property. Nevertheless, the Federal Transit Administration rules and regulations require that UTA, as "grantee" under the TIGER Grant, maintain continuing control over the City Projects. Upon completion of each of the City Projects, UTA will prepare a proposed bill of sale transferring to City (or, if appropriate, the County or State) ownership and maintenance responsibility with respect to the improvements constructed as part of the City Projects and providing for the City's acceptance of such improvements. Final transfer of the improvements will be subject to FTA approval. The bill of sale will contain an acknowledgement and agreement by City to operate, maintain and repair the improvements constructed as part of City Projects in a manner that protects FTA's investment in the City Projects (for the full useful life of such improvements as defined in FTA Circular 5010.1E, and set forth in the bill of sale). Thereafter, City shall provide UTA with an annual report, in the form attached hereto as Exhibit "D", throughout the life of the City Projects (as further described on the report) that will (a) account for the City Projects and include City Project inventory records, (b) detail procedures for asset management and adequate maintenance of equipment and facilities that are a part of the City Projects, (c) ensure that effective and continuing control and accountability are maintained by City for all City Projects, and (d) ensure that the City Projects are properly used and safeguarded, and used solely for their authorized and intended purposes. In the event City shall not complete and provide UTA with the annual report, or in the event City shall not properly maintain the City Projects throughout the life of such City Projects, City shall reimburse the depreciated amount of TIGER Grant funds remaining in the City Projects. Upon completion, any warranty provided by the contractor or manufacturer of any materials, as applicable, shall be transferred to City.
16. **RECORDS.** The Stakeholders acknowledge disclosure and retention of records pursuant to this Agreement is subject to the Utah Government Records Access and Management Act, Utah Code Ann. §63G-7-101, et seq.



IN WITNESS WHEREOF, UTA and City have entered into this Agreement effective the date first set forth herein.

UTAH TRANSIT AUTHORITY

By [Signature]
Title CEO
Date: 4-3-18

By [Signature]
Title ACTING VP, OCA
Date: 4/3/18

Approved as to Form:

[Signature]
UTA Legal Counsel

SANDY CITY

By [Signature]
Title MAYOR
Date: 2/12/18

By [Signature]
Title City Recorder
Date: 2/12/18



EXHIBIT "A"

TIGER Projects
City Projects/Financial Commitments

EXHIBIT "B"

Form of Supplement to Stakeholder Agreement

**SUPPLEMENT NO. __ TO
STAKEHOLDER AGREEMENT
_____ CITY**

TIGER GRANT

TIGER 2016 GRANT NO.	UTA CONTRACT NO.	STAKEHOLDER CONTRACT NO.
SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT:		VALUE OF CITY PROJECTS
		\$
		CITY REPRESENTATIVE:

THIS SUPPLEMENT NO. __ TO STAKEHOLDER AGREEMENT (“Supplement”), made and entered into this ___ day of _____, 2018, by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”), and Sandy City (“City”).

The parties hereto entered in to a Stakeholder Agreement dated _____, (the “Agreement”), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the specific City Projects, including scope, schedule and budget as follows:

Description of work to be performed, including proposed location:
(Plans/Plan Sheets Attached)

Anticipated duration of work:

Estimated Total Cost of Work:
(Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT:	\$ _____
ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION:	\$ _____
ESTIMATED AMOUNT OF CITY PARTICIPATION:	\$ _____
ADDITIONAL FUNDING SOURCES:	\$ _____

[Add additional Paragraphs and details, as required]

3. Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

UTAH TRANSIT AUTHORITY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

Approved as to Form:

UTA Legal Counsel

_____ CITY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

EXHIBIT "C"

Form of Modification Supplement

**MODIFICATION SUPPLEMENT TO
STAKEHOLDER AGREEMENT**

This Modification Supplement to Stakeholder Agreement ("Modification") is made and entered into this ____ day of _____ 2018 by and between Utah Transit Authority, a public transit district ("UTA"), and _____ City, a political subdivision of the laws of the State of Utah (the "City"). UTA and the City are hereinafter collectively referred to as the "parties" and either may be referred to individually as "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS, the parties hereto entered in to a Stakeholder Agreement dated _____, (the "Agreement") regarding the construction of TIGER Projects;

WHEREAS, the Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed as part of the TIGER Projects;

WHEREAS, the City desired to enhance, modify and/or increase the scope of certain of one or more of the City Projects (the "Modifications");

WHEREAS, UTA, as the contracting party for the TIGER Projects, is willing to cause the TIGER Projects contractor to complete the Modifications provided that the City pay for the incremental costs associated with the Modifications; and

WHEREAS, this Modification is consistent with, and entered in accordance with, the Agreement.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter 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. _____ Modifications. The City desires to include additional Modifications to the City Projects described and set forth in Supplement No. ____ to the Agreement, as such Modifications are described on Schedule 1, attached hereto and by this reference made a part hereof. UTA will manage and monitor the work consistent with the other construction performed in conjunction with the TIGER Projects.

[ALTERNATIVE PARAGRAPH 1 – 1. _____ Modifications. Contractor and/or UTA have determined that the City _____

2. Costs of Modifications. The City will be solely responsible for all actual, allocable and reasonable incremental costs attributable to the Modifications including, without limitation, labor, materials, construction, administrative overhead, taxes and other out of pocket expenses. Payment shall be made to UTA as described in the Agreement; or in the event that such modifications occur or arise as a result of changed conditions, (including by way of example only, soil conditions affecting footings, unidentified utilities, schedule delays, contractor-

requested change orders, etc.), within thirty (30) days of execution of this Modification Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Supplement to be executed in duplicate as of the date first herein written.

UTAH TRANSIT AUTHORITY

(CITY)

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

ATTESTED AND COUNTERSIGNED

By: _____

Reviewed and Approved as to Form

UTA Engineering

UTA Legal

EXHIBIT "D"

Annual City Projects Maintenance Report

This report shall be submitted on an annual basis, addressed to UTA as follows:

Utah Transit Authority
Asset Management Group
669 West 200 South
Salt Lake City, UT 84101

This report shall be submitted for ten years from the completion of the City Property, or such longer period as may be requested by UTA.

This report will include the following information submitted in a format reasonably acceptable to UTA:

- A description of the assets constructed as part of the City Project.
- Current photographs of such assets.
- Most recent inspection date.
- Summary of maintenance activities conducted since last report.
- Summary of long term maintenance and capital replacement plan.

RESOLUTION #19-12C

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND SANDY CITY TO TRANSFER UP TO \$1,000,000 FROM THE COUNTY TRANSPORTATION FUNDS TO THE CITY TO REIMBURSE FOR ITS 10200 SOUTH PEDESTRIAN TUNNEL PROJECT.

BE IT KNOWN AND REMEMBERED that the City Council of Sandy City, State of Utah, finds and determines as follows:

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish such purpose.

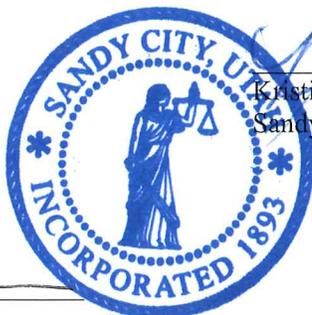
WHEREAS, the Interlocal Cooperation Act requires that interlocal agreements which provide for the agency to construct a facility or improvement to real property be approved by the agency's legislative body.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sandy City, Utah:

1. It does hereby approve the attached agreement described as an interlocal agreement between Salt Lake County and Sandy City for transferring up to \$1,000,000 from the County Transportation Funds to the City to reimburse the City for certain costs incurred by the City for uncovering existing culvert and construct a pedestrian tunnel including Active Transportation infrastructure (multi-use trail to the east/west of TRAX station and bike lane for the north/south of TRAX station at 10200 South), as long as the costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance.

2. The Hon. Kurt Bradburn, Mayor of Sandy City, is hereby authorized to execute the agreement on behalf of Sandy City Corporation and to act in accordance with its terms.

DATED this 23 day of APRIL, 2019.



Kristin Coleman-Nicholl
Kristin Coleman-Nicholl
Sandy City Council

ATTEST:

Wendy D.
Wendy D.
City Recorder

RECORDED this 2 day of May, 2019.

RESOLUTION NO. 5489

January 8, 2019

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SANDY CITY PROVIDING FOR THE TRANSFER OF COUNTY TRANSPORTATION FUNDS FOR CERTAIN TRANSPORTATION PROJECTS WITHIN SALT LAKE COUNTY.

WITNESSETH

WHEREAS, Salt Lake County (the "County") and Sandy City (the "City") are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 *et seq.*, and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage;

During the 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter "County Transportation Funds"); and

WHEREAS, the County desires to use the County Transportation Funds by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with Utah Code Ann. §59-12-2219(1)(a)(ii) and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, the County now desires to enter into an interlocal cooperation agreement with City, which is attached hereto as ATTACHMENT A (the "Interlocal Agreement"), to provide for reimbursement of expenses;

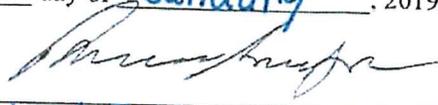
RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

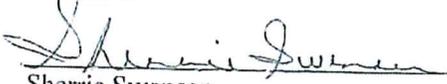
1. The Interlocal Cooperation Agreement between Salt Lake County and City is approved, in substantially the form attached hereto as ATTACHMENT A, and that the Salt Lake County Mayor is authorized to execute the same.

[Signature Page to Follow]

APPROVED AND ADOPTED, this 8th day of January, 2019.


Richard Snelgrove Chairperson

ATTEST:


Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	<u>"Aye"</u>
Council Member Bradshaw	<u>"Aye"</u>
Council Member Burdick	<u>"Aye"</u>
Council Member DeBry	<u>"Aye"</u>
Council Member Granato	<u>"Aye"</u>
Council Member Jensen	<u>Absent</u>
Council Member Winder Newton	<u>"Aye"</u>
Council Member Snelgrove	<u>"Aye"</u>
Council Member Wilson	<u>"Aye"</u>

APPROVED AS TO FORM:

Craig J.

Wangsgard

Deputy District Attorney

Digitally signed by Craig J. Wangsgard
DN: dc=org, dc=slco, ou=Departments, ou=District Attorney, ou=Users, ou=GC, cn=Craig J. Wangsgard, email=CWangsgard@slco.org Date: 2018.12.26 08:45:38 -07'00'

ATTACHMENT A
Interlocal Cooperation
Agreement with the Sandy City

County Contract No.

000002127

DA Log No. 18-12746

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

SANDY CITY

This Interlocal Cooperation Agreement (this "Agreement") is entered into by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the "County") and SANDY CITY, a municipal corporation of the State of Utah (the "City"). The County and the City may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. The County and the City are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Interlocal Act"), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. During the 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter "County Transportation Funds").

C. On May 1, 2018, the Salt Lake County Council passed Ordinance 1829, imposing a .25% increase the County sales tax.

D. The County desires to use County Transportation Funds to further regional transportation by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with Utah Code Ann. §59-12-2219(11)(a)(ii) of the Code and all other applicable federal, state and local laws, rules and regulations.

E. The County and the City now desire to enter into this Agreement providing for the transfer of up to One Million Dollars and No Cents (\$1,000,000.00) of County Transportation Funds to the City to reimburse the City for certain costs that are incurred by the City for Uncovering existing culvert and construct a pedestrian tunnel including Active Transportation infrastructure (multi-use trail to the east/west of TRAX station and bike lane for the north/south

of TRAX station at 10200 South. Salt Lake County Bikeway Design and Active Transportation Implementation Plan: Bicycle Wayfinding Protocol to be used as reference, as applicable, so long as such costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 - INCORPORATION AND DEFINITIONS

1.1. Incorporation and Definitions. The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) County Transportation Funds: As defined in the Recitals above.
- (b) Event of Default: As defined in Section 6.1 below.
- (c) Event of Force Majeure: As defined in Section 7.4 below.
- (d) Maximum Reimbursable Amount: The amount specified for the Project in the Project Description attached hereto as Exhibit A.
- (e) Project: The transportation project or projects described in or determined pursuant to the Project Description.
- (f) Project Description: The project description attached hereto as Exhibit A.
- (g) Project Element. A discrete portion of the Project.
- (h) Reimbursable Project Costs: Costs incurred by the City during the Reimbursement Term for the Project, so long as such costs are consistent with the allowable uses for County Transportation Funds described Utah Code Ann. §59-12-2219(11)(a)(ii) and in accordance with the Certificate of Grant Recipient.
- (i) Reimbursement Term: The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date the City has been disbursed, in aggregate, the Maximum Reimbursable Amount, (ii) the date this Agreement is terminated, or (iii) December 31, 2024. The County and City legislative body hereby delegate to its respective Mayor the authority to extend this Agreement for an additional 3 one-year periods without legislative action.
- (j) Request for Disbursement: A statement from the City, in the form attached

hereto as **Exhibit B**, requesting an amount of County Transportation Funds to be disbursed to the City for reimbursement of Reimbursable Project Costs.

1.2. Interpretation of Action That May be Taken by the County. Whenever in this Agreement an action may be taken or not taken by the County, in its sole discretion, this shall mean that the action may be taken or not taken by the Mayor of the County, or his/her official designee (or the Director of the Department of Regional Transportation Housing and Economic Development, if such duty is so delegated to him/her by the Mayor of the County), in his/her sole discretion.

ARTICLE 2 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS

2.1. County Transportation Funds. During the Reimbursement Term, the County shall disburse County Transportation Funds to the City to reimburse the City for Reimbursable Project Costs, up to the Maximum Reimbursable Amount for the Project, all on the terms and subject to the conditions of this Agreement.

2.2. Annual Status Update. Until the Project has been completed and the County Transportation Funds have been fully disbursed to the City, the City shall, on an annual basis, update the County on the status of (a) the Project and (b) the anticipated timing and amount of future Request for Disbursement submittals. This annual update shall be submitted to the County in writing (via letter or email) on or before June 30th each year.

ARTICLE 3 — REPRESENTATIONS AND WARRANTIES

3.1. City's Representations and Warranties. The City hereby represents, covenants, and warrants to the County as follows:

(a) Use of County Transportation Funds. Any County Transportation Funds disbursed to the City by the County under this Agreement will be used by the City: (1) solely to reimburse the City for costs actually incurred by the City for the Project during the Reimbursement Term, so long as such costs are consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii); and (2) in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the City under this Agreement.

(c) Information. To the best of the City's knowledge, any information furnished to the County by the City under this Agreement or in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit any material fact.

(d) Relationship of County and City. The County is not acting as a lender to the City. The County has no fiduciary or other special relationship with the City and

therefore no fiduciary obligations are created by this Agreement or are owed to the City or any third parties.

(e) Effect of Request for Disbursement. Each Request for Disbursement shall constitute a representation and warranty that the information set forth in such Request for Disbursement is true and correct.

3.2. City's Additional Representations – Liability and Reliance. Notwithstanding anything to the contrary in this Agreement, the City further represents that the County has not opined on and will not at any point be deemed to have opined on whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is made to the City under this Agreement is consistent with the allowable uses described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, notwithstanding anything to the contrary in this Agreement, the City agrees to be liable for and indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 below. Furthermore, the City agrees that it will independently determine whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii), and, as indicated in Section 4.2(e) below, the City agrees that it will not rely on the County's review or acceptance of any Request for Disbursement, the Project Description, or any other information submitted to the County by the City, in making that determination.

ARTICLE 4 – DISBURSEMENTS

4.1. Conditions for Each Disbursement of County Transportation Funds. The County will not be obligated to disburse County Transportation Funds to the City to cover Reimbursable Project Costs unless and until the following conditions have been satisfied:

(a) Sufficient Funds. County has accumulated Sufficient County Transportation Funds to make the disbursement.

(b) Documents to be Furnished for Each Disbursement. The City has furnished to the County, for each and every disbursement:

(1) a Request for Disbursement; and

(2) invoices and proof of payment for any Reimbursable Project Cost incurred by the City for which the City is seeking reimbursement from the County pursuant to the Request for Disbursement.

(c) Completion of Project Element. The City has completed or caused to be completed the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the City.

(d) Reimbursable Project Costs Paid by the City. The Reimbursable Project

Costs included in the Request for Disbursement have actually been paid by the City.

(e) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.

(f) Warranties and Representations True. All warranties and representations made by the City in this Agreement have remained true and correct and all warranties and representations made by the City in the Request for Disbursement are true and correct.

4.2. Disbursements.

(a) In General. For any and all desired disbursements of County Transportation Funds, the City shall submit a Request for Disbursement directly to the County. The City agrees to respond in a timely manner to any reasonable requests made by the County for additional information relating to any Request for Disbursement. In the event that the County declines to make the full disbursement requested in any Request for Disbursement for failure to comply with the terms of this Agreement, the County shall notify the City promptly and shall provide a written explanation of the specific reasons for such decision. The City shall submit a Request for Disbursement to the County no more frequently than once every thirty (30) days.

(b) Amount of Disbursement. Subject to compliance with the terms and conditions of this Agreement, the County shall disburse to the City the amount of County Transportation Funds requested by the City in a Request for Disbursement for Reimbursable Project Costs, but in no event shall the County be required to disburse more than the Maximum Reimbursable Amount, in aggregate, over the Reimbursement Term. However, if the County determines that the City has not complied with all terms and conditions set forth in this Agreement or determines that the City's Request for Disbursement is deficient in any respect, the County may, in its sole discretion, decline to make a disbursement, or may make a partial disbursement based on the extent to which the City has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the City for Reimbursable Project Costs to the extent such costs have been funded with non-City funds (e.g., other federal, state, or local grant funds).

(c) Payment of Disbursements. The County shall, within ninety (90) days after receiving a Request for Disbursement from the City, either disburse to the City the amount requested by the City or provide a written notice to the City setting forth the reasons for non-disbursement or partial-disbursement. The County shall have no obligation to accept a Request for Disbursement or to make a disbursement of County Transportation Funds to the City after expiration of the Reimbursement Term. Additionally, following expiration of the Reimbursement Term, the County may, in its sole discretion, reallocate any remaining and undisbursed County Transportation Funds (for which a Request for Disbursement has not been submitted and is not pending) toward other projects within Salt Lake County.

(d) Acquiescence Not a Waiver. To the extent that the County may have acquiesced in noncompliance with any conditions precedent to the disbursement of County Transportation Funds, such acquiescence shall not constitute a waiver by the County and the County at any time after such acquiescence may require the City, as to future requests for disbursements, to comply with all such applicable conditions and requirements under this Agreement.

(e) Disclaimer of Liability.

(1) The County will not be responsible in any manner to the City or any third-party for the quality, design, construction, structural integrity, or health or safety features of any Project for which County Transportation Funds are disbursed to the City to reimburse Reimbursable Project Costs, notwithstanding the County's review and approval of the City's Requests for Disbursement or any other information submitted to the County under this Agreement.

(2) Furthermore, the City acknowledges and agrees that the County's review and approval of the City's Request for Disbursement or any other information submitted to the County under this Agreement and the wording of the Project Description will not be deemed to be a review or acknowledgement by the County as to whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 below.

ARTICLE 5 — COVENANTS AND AGREEMENTS

5.1. Indemnification and Liability.

(a) Liability. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Indemnification. The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; (iii) any improper use of the County Transportation Funds; or (iv) the City's

breach of the Certificate of Grant Recipient attached hereto as Exhibit B. The City agrees that its duty to defend and indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The City further agrees that the City's indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

5.2. Recordkeeping. The City agrees to maintain its books and records in such a way that any County Transportation Funds received from the County will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the County Transportation Funds for the purposes specified in this Agreement. Upon request of the County, the City shall make its books and records related to the County Transportation Funds available to the County at reasonable times.

5.3. Assignment and Transfer of County Transportation Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to the County Transportation Funds under this Agreement without prior written consent from the County. The City shall use the County Transportation Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

ARTICLE 6 – DEFAULTS AND REMEDIES

6.1. City Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" as such term is used herein:

(a) Failure of the City to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a sixty (60) day period (or, if the County approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the County's written notice to the City of the occurrence thereof.

6.2. County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all other remedies conferred upon the County by law or equity or other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further disbursement of County Transportation Funds to the City; and/or

(b) Reduce the amount of any future disbursement of County Transportation Funds to the City by the amount incurred by the County to cure such default; and/or

(c) Terminate this Agreement.

ARTICLE 7 — MISCELLANEOUS

7.1. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

(g) Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.

(h) Voting of the County mayor and the City Mayor shall be based on one vote per Party.

(i) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.

(j) The powers of the joint board are those described in this Agreement.

7.2. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or

persons for the County and the City, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon expiration of the Reimbursement Term. If upon expiration of the Reimbursement Term, the County has not disbursed to the City the Maximum Reimbursable Amount, then all such undisbursed County Transportation Funds may be used by the County as the County deems appropriate.

7.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of County Transportation Funds to be paid to the City for the purposes set forth in this Agreement. If County Transportation Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute County Transportation Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute County Transportation Funds to the City in succeeding fiscal years. The County's obligation to contribute County Transportation Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(b) If County Transportation Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which County Transportation Funds were last appropriated for contribution to the City under this Agreement.

7.4. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the City.

7.5. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows (or to such other address that may be designated by the receiving party from time to time):

If to Salt Lake County: Department of Regional Transportation, Housing and
Economic Development
2001 South State, S2-100
Salt Lake City, Utah 84190

With a copy to: Salt Lake County District Attorney
35 East 500 South
Salt Lake City, Utah 84111

If to the City: Sandy City Mayor
10000 Centennial Parkway
Sandy, UT 84070

7.6. Ethical Standards. The City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County Ordinances.

7.7. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

7.8. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by both Parties.

7.9. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

7.10. No Obligations to Third Parties. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

7.11. Agency. No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

7.12. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

7.13. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

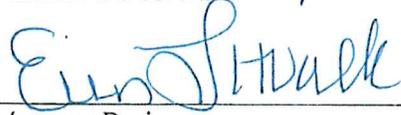
7.14. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

[Intentionally Left Blank - Signature Page Follows]

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

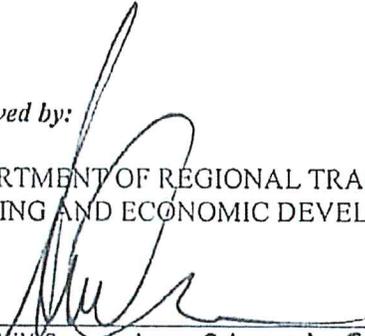
SALT LAKE COUNTY

By 
Mayor or Designee

Dated: 11/18, 20 19

Approved by:

DEPARTMENT OF REGIONAL TRANSPORTATION,
HOUSING AND ECONOMIC DEVELOPMENT

By 
~~Will Sommerkorn~~ Stuart Clason
Acting Department Director

Dated: Dec 27, 20 18

Approved as to Form and Legality:

By Craig J. Wangsgard
Deputy District Attorney

Digitally signed by Craig J Wangsgard
DN: dc=org, dc=slicounty,
ou=Departments, ou=District Attorney,
ou=Users, ou=GC, cn=Craig J
Wangsgard,
email=CWangsgard@slicounty.org
Date: 2018.12.26 13:22:38 -0700

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY

SANDY CITY



By [Signature]

Name: Kurt Bradburn

Title: Mayor

Dated: MARCH 19, 2019

Attest:

[Signature]

Wendy Downs, City Recorder

Date signed: 3/19/19

Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

By [Signature]

Name: Darien Alcorn

Dated: Mar. 28, 2019

EXHIBIT A
PROJECT DESCRIPTION
for
SANDY CITY

1) **Project Title:** 10200 South Pedestrian Tunnel Project

Project Description:	Uncovering existing culvert and construct a pedestrian tunnel including Active Transportation infrastructure (multi-use trail to the east/west of TRAX station and bike lane for the north/south of TRAX station at 10200 South. Salt Lake County Bikeway Design and Active Transportation Implementation Plan: Bicycle Wayfinding Protocol to be used as reference.
Maximum Reimbursable Amount:	\$1,000,000.00

EXHIBIT B

Request for Disbursement Form

REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: Sandy City – Interlocal Agreement for County Transportation Funds

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the "Agreement") between Salt Lake County (the "County") and Sandy City (the "City"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project.
2. These Reimbursable Project Costs have been paid by the City and are reimbursable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money obtained from the County.
4. Invoices and proof of payment for each item listed on **Schedule 1** are attached hereto.
5. There has not been filed with or served upon the City any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The City is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.
8. All of the City's representations set forth in the Agreement remain true and correct as of the date hereof.
9. The City acknowledges and agrees that the County's review and approval of this Request for Disbursement will not be deemed to be a review by the County as to whether any

particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 of the Agreement.

Dated this ____ day of _____, 20 ____.

SANDY CITY

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20 ____.

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

SANDY CITY APPROVALS

Department 113

Risk Mgt. CAF

Budget BK

Legal Form DX

Purchasing Compliance EL

CONTRACT SUMMARY PAGE (INTERNAL USE)

Contract Number: 0000002127 Version: 1 Desc: DRD Transport:UncoverCulvert
Supplier Name: SANDY CITY
Comments: DRD- Interlocal - County to transfer up to \$1,000,000.00 from the County Transportation Funds to the City to reimburse the City for certain costs incurred by the City for uncovering existing culvert and construct a pedestrian tunnel including Active Transportation infrastructure (See Exhibit A), as long as the costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance. Term to the earlier of (i) the date the City has been disbursed the Maximum Reimbursable Amount, (ii) the date the agreement is terminated, or (iii) 12/31/2024
Contract Amount: \$1,000,000.00
Agency Name: Rgnl Trans, Housng & Econ Dev
Period Performance from 1/18/2019 to 12/31/2024
Procurement Type: EXI Exempt Interlocal Reason Code:
Buyer: RMatthes



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: December 18, 2019

SUBJECT: Resolution 2019-12-04 Approving a Sixth Amendment to the Authority's 2019 Budget

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: Adopt Resolution 2019-12-04 which provides for reallocation of 2019 capital project budgets.

BACKGROUND: In accordance with Board of Trustee Policy Number 2.1, Financial Management, the Board of Trustees may amend or supplement the budget at any time after its adoption. During 2019, the Board of Trustees has approved five budget amendments which have included various operating and capital budget amendments and reallocations. In its meeting of December 11, 2019, the Board of Trustees reviewed the proposed capital reallocations.

DISCUSSION: After reviewing capital expenditures through October 31 and expected expenditures for November and December, and comparing those totals to the 2019 amended budget, staff believes budget allocations for eleven projects should be increased. Funding for the reallocations is coming from ten projects whose expenditures are expected to be below their current budgeted amounts. The recommended reallocations and revised project budgets are provided in the table below.

Row	Project	Current Budget	Reallocation	Proposed Budget
1	Provo-Orem TRIP	\$10,591,896	\$(80,448)	\$10,511,448
10	Non-rev Vehicles	19,452	24,852	44,304
41	Trapeze Enhancements	30,000	7,100	37,100
45	Rail Passenger Info	458,602	(7,100)	451,502
63	Corridor Fencing	180,418	2,231	182,649
65	Access Control – Data Rooms	23,442	(496)	22,946
80	Safety Projects	38,046	(2,231)	35,815
85	Public Awareness	28,574	496	29,070
91	Main St./4 th Interlocking	4,743,940	484,934	5,228,874

92	TRAX Curve Replacement	2,000,000	(697,123)	1,302,877
96	Commuter Rail Cab	500,000	(369,213)	130,787
105	Delta and 150 Interlocking	4,000,000	211,227	4,211,227
118	Locomotive HEP Engine	248,647	(248,647)	0
122	IJ Plug Installations	17,342	962	18,304
143	Sugar House Double Tracking	1,200,000	(393,272)	806,728
148	Paint Booth – Warm Springs	450,000	694,206	1,144,206
149	Warm Springs Fabrication	78,395	(76,346)	2,049
166	Electric Bus – LoNo Grant	6,083,697	203,720	6,287,417
168	FL 2015 ROW	527,317	(310,780)	216,537
171	U of U Union Building HUB	399,400	285,928	685,328
181	Police Substation – Provo	424,875	270,000	694,875
	Totals	<u>\$32,044,043</u>	<u>\$0</u>	<u>\$32,044,043</u>

ALTERNATIVES:	The Board of Trustees may choose not to proceed with Budget Amendment Number 6.
FISCAL IMPACT:	There is no overall impact to the 2019 capital budget.
ATTACHMENTS:	<ol style="list-style-type: none"> 1) Resolution R2019-12-04 2) Exhibit A – 2019 Capital Budget 3) Exhibit A-1 – 2019 Capital Budget Detail – Amended Budget

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING A SIXTH AMENDMENT
OF THE AUTHORITY'S 2019 BUDGET**

R2019-12-04

December 18, 2019

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

WHEREAS, the Board of Trustees of the Authority is charged by the State of Utah with the responsibility to establish the Authority's annual budget;

WHEREAS, the Board of Trustees adopted the Authority's 2019 Budget on December 12, 2018 in Resolution R2018-12-01 and re-adopted the Authority's 2019 Budget on January 30, 2019 in Resolution R2019-01-05;

WHEREAS, the Board of Trustees may amend the Authority's budget to accommodate changes to its total budget or changes in the function or purpose of budgeted funds;

WHEREAS, the Board of Trustees has previously amended the Authority's 2019 Budget on June 19, 2019 in Resolution R2019-06-02, on July 31, 2019 in Resolution R2019-07-05, on July 31, 2019 in Resolution R2019-07-06, on September 11, 2019 in Resolution R2019-09-02, and on October 30, 2019 in Resolution R2019-10-04;

WHEREAS, the Authority would like to reallocate funding within the capital budget to increase budgeted amounts for eleven (11) projects and decrease budgeted amounts for ten (10) projects;

WHEREAS, the reallocations of capital project budgets necessitate an amendment of the Authority's 2019 Budget;

WHEREAS, the Board of Trustees desires to amend the Authority's 2019 Budget as set forth in Exhibit A.

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

1. That the Board of Trustees hereby adopts the Sixth Amendment of the Authority's 2019 Budget attached as Exhibit A and Exhibit A-1.
2. That the Board formally ratifies actions taken by the Authority, including those taken by the Interim Executive Director and staff, that are necessary or appropriate to give effect to this Resolution.
3. That the corporate seal be attached hereto.

Approved and adopted this 18th day of December 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A

(Sixth Amendment of the Authority's 2019 Budget Summary)

**UTAH TRANSIT AUTHORITY- Exhibit A
2019 Budget - Sixth Amendment - Capital
December 18, 2019**

Budget Amendment

<u>Funding Sources</u>	Budget After October 30 Budget Amendments		Budget After Amendment #6
1 UTA Current Year Funding	\$ 23,279,000		\$ 23,279,000
2 2018 UTA Carryover Funding	21,238,438		21,238,438
3 Sales Tax	6,000,000		6,000,000
4 Grants	62,482,278		62,482,278
5 Local Partner Contributions	17,013,733		17,013,733
6 State Contribution	5,065,699		5,065,699
7 2018 Bond Proceeds	25,077,792		25,077,792
8 2019 Bond Proceeds	75,000,000		75,000,000
9 Leasing	11,103,282		11,103,282
10 Total Funding Sources	<u>246,260,222</u>	-	<u>246,260,222</u>
<u>Expense</u>			
11 Provo-Orem TRIP	10,591,896	(80,448)	10,511,448
12 Airport Station Relocation	2,650,000		2,650,000
13 State of Good Repair	50,644,243	(593,008)	50,051,235
8 Other Capital Projects	107,374,083	673,456	108,047,539
9 Total Expense	<u>\$ 171,260,222</u>	\$ -	<u>\$ 171,260,222</u>

Exhibit A-1

(Sixth Amendment of the Authority's 2019 Budget Detail)

		2019					State	Local	UTA
Project Name		Amended	Bonds	Sales Tax	Grants	Lease	Funding	Partners	Funded
		Budget - #6							
74	Laptop Replacement	35,000	-	-	-	-	-	-	35,000
75	Meadowbrooke West Employee Parking Lot Gate Improvements	30,000	-	-	-	-	-	-	30,000
76	Mini Robot	12,000	-	-	-	-	-	-	12,000
77	Next Crossing Camera Installation	42,210	-	-	-	-	-	-	42,210
78	Riverside Employee Parking Lot Fencing	50,000	-	-	-	-	-	-	50,000
79	Police Vehicle Replacement	247,681	-	-	-	-	-	-	247,681
80	Safety projects	35,815	-	-	-	-	-	-	35,815
81	Tasers	101,734	-	-	-	-	-	-	101,734
82	Body Cameras	115,000	-	-	-	-	-	-	115,000
83	Bus Safety Security	36,724	-	-	-	-	-	-	36,724
84	Emergency Management Items	4,652	-	-	-	-	-	-	4,652
85	Public Awareness Campaign	29,070	-	-	28,574	-	-	-	496
86	Camera Coverage on Platforms	7,788	-	-	-	-	-	-	7,788
87	Steel Bucket Replacements	23,000	-	-	-	-	-	-	23,000
88	Total Facilities, Safety, & Admin Equip.	\$ 2,863,935	\$ -	\$ -	\$ 36,574	\$ -	\$ -	\$ -	\$ 2,827,361
89									
90	Infrastructure State of Good Repair Projects								
91	Main St/4th S HGU Interlocking Rehab switches/ frogs	\$ 5,228,874	\$ 4,460,119	\$ 484,934	\$ -	\$ -	\$ -	\$ -	\$ 283,821
92	TRAX Curve Replacement - South Temple & Main Street	1,302,877	-	1,302,877	-	-	-	-	-
93	SD Rehab/Overhaul	1,500,000	-	1,500,000	-	-	-	-	-
94	Bridge Rehabilitation & Maintenance	319,543	-	-	-	-	-	-	319,543
95	Bus Engine/Transmission Replacements	1,885,733	-	-	-	-	-	-	1,885,733
96	Commuter Rail Cab and Coach Car Overhaul Program	130,787	-	-	-	-	-	-	130,787
97	FrontRunner Platform Snowmelt System Repairs	30,000	-	-	-	-	-	-	30,000
98	Light Rail Grade Crossing Program	800,000	-	-	-	-	-	-	800,000
99	SD Light Rail Vehicle Overhaul	4,553,117	-	-	-	-	-	-	4,553,117
100	SGR Repair LRV	730,000	-	-	-	-	-	-	730,000
101	S70 Light Rail Vehicle Overhaul	4,096,000	-	-	-	-	-	-	4,096,000
102	Signal and Grade Crossing Bungalow Batteries	70,000	-	-	-	-	-	-	70,000
103	Stray Current Mitigation	420,931	-	-	-	-	-	-	420,931
104	TPSS Component Replacement	600,000	-	-	-	-	-	-	600,000
105	Delta and 150 Interlocking Replacement	4,211,227	4,000,000	211,227	-	-	-	-	-
106	Rail Replacement Work	1,945,022	1,945,022	-	-	-	-	-	-
107	Paint Room Bldg. 8	391,495	-	-	-	-	-	-	391,495
108	Prime Mover Turbocharger Replacement	-	-	-	-	-	-	-	-
109	Prime Mover Engine Rebuild	3,449,905	-	-	600,000	-	-	-	2,849,905

		2019					State	Local	UTA
Project Name		Amended	Bonds	Sales Tax	Grants	Lease	Funding	Partners	Funded
		Budget - #6							
110	Asset Management SW	11,212	-	-	-	-	-	-	11,212
111	Other	-	-	-	-	-	-	-	-
112	OCS Wire Survey	200,000	-	-	-	-	-	-	200,000
113	Grounding for SoJo CR Signal House	71,443	-	-	-	-	-	-	71,443
114	C - Car Tires	225,000	-	-	-	-	-	-	225,000
115	OK Building Roof	375,841	-	-	-	-	-	-	375,841
116	RFID Tracking System	5,157	-	-	-	-	-	-	5,157
117	820 North Provo Ped Improvements	74,360	-	-	-	-	-	74,360	-
118	Locomotive HEP Engine	-	-	-	-	-	-	-	-
119	CR Grade Crossing	25,826	-	-	-	-	-	-	25,826
120	Roof Replacements	58,259	-	-	-	-	-	-	58,259
121	Bus Lift Replacements	25,083	-	-	-	-	-	-	25,083
122	IJ Plug Installations	18,304	-	962	-	-	-	-	17,342
123	Total State of Good Repair	32,755,996	10,405,141	3,500,000	600,000	-	-	74,360	18,176,495
124	Total State of Good Repair	\$ 50,301,235	\$10,405,141	\$3,500,000	\$ 2,278,204	\$ 5,853,282	\$ -	\$ 74,360	\$28,190,248
125									
126	Capital Projects								
127	Capital Projects								
128	Ogden/Weber State University BRT Design	\$ 4,108,924	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	\$ 2,500,000	\$ 108,924
129	Meadowbrook Expansion	300,000	-	300,000	-	-	-	-	-
130	Operator Restrooms	200,000	-	200,000	-	-	-	-	-
131	Bus Stop Improvements & Signage	1,000,000	-	1,000,000	-	-	-	-	-
132	Prop #1 Davis County Improvements	1,957,864	-	-	-	-	-	-	1,957,864
133	Prop #1 Weber County Improvements	562,032	-	-	-	-	-	-	562,032
134	Prop#1 Tooele County Improvements	69,368	-	-	-	-	-	-	69,368
135	Positive Train Control	5,181,099	2,324,735	-	2,856,364	-	-	-	-
136	TIGER Program of Projects	14,106,723	-	-	9,861,881	-	-	4,075,444	169,398
137	UVU Ped Bridge	2,000,000	-	-	-	-	-	-	2,000,000
138	3300/3500 South MAX Expansion & Optimization	268,154	-	-	250,000	-	-	-	18,154
139	Box Elder Right of Way Preservation	4,972,917	-	-	-	-	-	-	4,972,917
140	Clearfield FR Station Trail	268,154	-	-	250,000	-	-	-	18,154
141	Depot District- Phased Project, 2018 Phase 1 and Future Phases	28,115,817	1,456,144	1,000,000	21,025,974	-	4,633,699	-	-
142	SLCounty ROW Preservation/SWSLCo Transit Corridor	-	-	-	-	-	-	-	-
143	Sugar House Double Tracking	806,728	-	-	819,637	-	-	-	(12,909)
144	UDOT 1-15 Widening/7200 South bridge replacement	2,184,074	-	-	-	-	-	2,184,074	-
145	Update Bike Cars on FrontRunner	296,699	-	-	276,612	-	-	-	20,087

		2019					State	Local	UTA
Project Name		Amended Budget - #6	Bonds	Sales Tax	Grants	Lease	Funding	Partners	Funded
146	Stairs to and Heated Apron on Track 15 at JRSC	150,000	-	-	-	-	-	-	150,000
147	System-Wide ADA Bus Stop Imp	83,604	-	-	-	-	-	-	83,604
148	Paint Booth at Warm Springs	1,144,206	-	-	-	-	-	-	1,144,206
149	Warm Springs Fabrication Shop	2,049	-	-	-	-	-	-	2,049
150	South Davis BRT	1,199,319	-	-	-	-	-	1,199,319	-
151	DSI Inventory software & scanners	-	-	-	-	-	-	-	-
152	Badge Access and Cameras for Part Rooms	104,200	-	-	-	-	-	-	104,200
153	Wayfinding Signage Plan	993,560	-	-	-	-	-	-	993,560
154	Weber Cnty CR ROW Preservation	500,000	-	-	-	-	-	500,000	-
155	SW SLCounty ROW preservation	-	-	-	-	-	-	-	-
156	MOW Building - Clearfield	350,000	-	-	-	-	-	-	350,000
157	Signal Pre-emption Projects w/UDOT	1,021,775	-	-	-	-	-	1,021,775	-
158	Sandy Parking Structure	6,240,279	-	-	2,000,000	-	-	2,484,253	1,756,026
159	Prop #1 for Tiger - Tooele County	-	-	-	-	-	-	-	-
160	20-1717 - 5310 Prgrm-SLC/WVC	2,160,269	-	-	1,416,630	-	-	680,826	62,813
161	20-1716 - 5310 Prgrm-PRO/OREM	529,592	-	-	429,475	-	-	70,205	29,912
162	20-1715 - 5310 Prgrm-OGD/LAY	928,253	-	-	663,741	-	-	245,471	19,041
163	5310 Grant UT-2016-013 Utah County UZA	44,410	-	-	42,523	-	-	-	1,887
164	5310 Grant UT-2016-013 Davis/Weber UZA	188,168	-	-	126,214	-	-	55,536	6,418
165	5310 Grant UT-2016-013 Salt Lake UZA	293,103	-	-	188,818	-	-	88,013	16,272
166	Electric Bus Purchase Lo/No Grant	6,287,417	-	-	5,397,287	-	-	360,000	530,130
167	FTA 5310 Funds as designated recipient	152,078	-	-	123,812	-	-	11,448	16,818
168	FL 2015 ROW	216,537	-	-	-	-	-	-	216,537
169	Tooele Bus Facility	1,273,215	1,273,215	-	-	-	-	-	-
170	Salt Lake City Buses	5,250,000	-	-	-	5,250,000	-	-	-
171	U of U Union Building Hub	685,328	-	-	372,361	-	-	27,039	285,928
172	Sharp/Tintic Rail Consolidation	6,130,300	-	-	5,594,344	-	182,000	235,970	117,986
173	Park City Electric Bus Replacement	2,897,267	-	-	2,290,000	-	-	500,000	107,267
174	Vanpool Vineyard Expansion	135,000	-	-	125,860	-	-	-	9,140
175	Point of Mountain AA	800,000	-	-	-	-	250,000	500,000	50,000
176	UTA ADA Bus Stop Improvements UTCO	675,000	-	-	629,302	-	-	-	45,698
177	TVM Replacement Program	25,810	-	-	-	-	-	-	25,810
178	Downtown TRAX Signal Improvements	11,100	-	-	-	-	-	-	11,100
179	650 South TRAX Station	200,000	-	-	-	-	-	200,000	-
180	Timp Fit Factory Remodel	32,272	-	-	-	-	-	-	32,272
181	Police Substation and Customer Service Booth at Provo IMC	694,875	80,448	-	339,900	-	-	-	274,527



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: December 18, 2019

SUBJECT: R2019-12-05 Resolution Adopting the Final 2020 Budget

AGENDA ITEM TYPE: Resolution

RECOMMENDATION: Approve R2019-12-05 adopting the Final 2020 Budget.

BACKGROUND: Each year, a final budget is brought forward to the Board of Trustees for adoption. Prior to then, UTA has gone through an extensive process to establish budget priorities, evaluate budget assumptions, present a tentative budget, gather comment from the public and the Local Advisory Council, and make necessary adjustments to arrive at a final budget. At its December 11 meeting, the Board of Trustees reviewed and discussed the Final 2020 Budget. Approval of the resolution adopting the Final 2020 Budget is the last step in setting the budget for next year.

DISCUSSION: This resolution provides for the adoption of the Final 2020 Budget.

Summary information about the Final 2020 Budget is provided in the chart below. More detail is provided in the Final 2020 Budget book.

	Operating	Capital	Total
Beginning Balance	\$157,168,000	\$120,246,000	\$277,414,000
Revenues	491,855,000	86,819,000	578,674,000
Expense	(455,743,000)	(191,549,000)	(647,292,000)
Transfer to Capital	<u>(18,427,000)</u>	<u>18,427,000</u>	<u>0</u>
Ending Balance	<u>\$174,853,000</u>	<u>\$33,943,000</u>	<u>\$208,796,000</u>

Exhibit A provides summary information for the operating and capital budgets. Budgetary controls are based upon the classifications provided in this exhibit.

Exhibit B provides summary information for the operating budget by Chief Executive. Monthly financial reporting for January 2020 and thereafter will include an exhibit

	<p>which provides budget versus actual financial reporting based upon these classifications.</p> <p>The Final 2020 Budget Book provides detailed information for the operating and capital budgets.</p>
ALTERNATIVES:	<p>The Board of Trustees may choose to delay approval of the Final 2020 Budget. If the Final 2020 Budget is not approved by December 31, then the Tentative 2020 Budget serves as the 2020 budget until the Final 2020 Budget is approved.</p>
FISCAL IMPACT:	<p>Approving the Final 2020 Budget establishes operating and capital budgets for 2020.</p>
ATTACHMENTS:	<ol style="list-style-type: none"> 1) R2019-12-05 Resolution 2) R2019-12-05 Exhibit A 3) R2019-12-05 Exhibit B <p>Note: The most recent draft version of the 2020 Budget Book is posted with these meeting documents as a handout and also found in the 12/11/2019 Board of Trustees meeting packet. The Final 2020 Budget Book document will be prepared and posted after the Board’s approval of the 2020 Final Budget.</p>

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY RATIFYING THE ADOPTION OF THE FINAL 2020 BUDGET**

R2019-12-05

December 18, 2019

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

WHEREAS, the Board of Trustees (the "Board") of the Authority is charged by the State of Utah to complete a budget process and establish an annual budget of the Authority; and

WHEREAS, as part of that budget process, the Board approved a tentative budget, provided notice for and held a public hearing, and provided copies of that budget and notice to interested persons and to those entities identified by Statute; and

WHEREAS, on November 20, 2019 the Local Advisory Council reviewed the Authority's tentative budget and recommended approval to the Board of Trustees; and

WHEREAS, the Board has reviewed the final budget as proposed by the Authority staff, and believes that the final budget reasonably fulfills the needs of the Authority and is in keeping with its responsibility for fiscal conservancy; and

WHEREAS, the Board of Trustees desires to establish management and operating goals that are in keeping with the Board's philosophy to provide leadership and governance to the Authority.

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

1. That the Board hereby ratifies the adoption of the Authority's Final 2020 Budget, a copy of which is attached to this Resolution as Exhibit A.
2. That the 2020 monthly financial reports shall also include budget versus actual comparisons based upon the operating budget classifications attached to this Resolution as Exhibit B.
3. That this Resolution stay in full force and effect until superseded by further action of the Board.
4. That the Board hereby ratifies any and all actions taken by the Authority, including those taken by the Executive Director and staff, that are necessary to give effect to this Resolution.

5. That the corporate seal be attached hereto.

APPROVED AND ADOPTED this 18th day of December 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A
(Final 2020 Operating and Capital Budget)

**UTAH TRANSIT AUTHORITY
FINAL 2020 OPERATING BUDGET
December 18, 2019**

Exhibit A

		<u>Final 2020 Budget</u>
<u>Revenue</u>		
1	Sales Tax	\$ 347,567,000
2	Federal Prevent. Maint	\$ 67,911,000
3	Passenger Revenue	\$ 55,182,000
4	Advertising	\$ 2,517,000
5	Investment Income	\$ 7,577,000
6	Other Revenues	\$ 3,620,000
7	Salt Lake City	\$ 4,310,000
8	Salt Lake County (S-line support)	\$ 500,000
9	UDOT - Sales Tax	\$ 2,671,000
10	Total Revenue	<u><u>491,855,000</u></u>
<u>Operating Expense</u>		
11	Bus	108,889,000
12	Commuter Rail	30,711,000
13	Light Rail	52,209,000
14	Paratransit Service	24,637,000
15	Rideshare/Vanpool	3,298,000
16	Operations Support	50,331,000
17	General & Administrative	38,695,000
18	Salt Lake County service	3,453,000
19	Contingency	1,660,000
20	Total Operating Expense	<u><u>313,883,000</u></u>
<u>Non-Operating Expense</u>		
21	Planning/Real Estate/TOD/Major Program Development	5,945,000
22	Total Non-operating Expense	<u><u>5,945,000</u></u>
<u>Debt Service</u>		
23	Principal and Interest	135,915,000
24	Contribution to Early Debt Retirement Reserve	16,077,000
25	Contribution to Reserves	1,608,000
26	Transfer to Capital	18,427,000
27	Total Debt Service and Reserves	<u><u>172,027,000</u></u>
28	Total Expense	<u><u>\$ 491,855,000</u></u>

**UTAH TRANSIT AUTHORITY
FINAL 2020 CAPITAL BUDGET - SUMMARY
December 18, 2019**

Funding Sources

	<u>Final 2020 Budget</u>
29 UTA Current Year Funding	\$ 24,692,000
30 Transfer from Operations	18,427,000
31 2018 and 2019 Bond Proceeds	61,611,000
32 Grants	39,363,000
33 Local Partner Contributions	13,416,000
34 State Contribution	3,700,000
35 Leasing	30,340,000
36 Total Funding Sources	<u>191,549,000</u>

Expense

37 Depot District	40,937,000
38 Ogden/Weber BRT	28,197,000
39 Airport Station Relocation	13,000,000
40 State of Good Repair	59,898,000
41 Other Capital Projects	49,517,000
42 Total Expense	<u>\$ 191,549,000</u>

Exhibit B

(Final 2020 Operating Budget by Chief Executive)

**UTAH TRANSIT AUTHORITY
2020 OPERATING BUDGET
December 18, 2019**

Exhibit B

		Tentative 2020 Budget	
<u>Revenue</u>			
1	Sales Tax	\$ 347,567,000	
2	Federal Preventative Maintenance	67,911,000	
3	Passenger Revenue	55,182,000	
4	Advertising	2,517,000	
5	Investment Income	7,577,000	
6	Other Revenues	3,620,000	
7	Salt Lake City	4,310,000	
8	Salt Lake County (S-Line)	500,000	
9	Motor Vehicle Registration to UDOT	2,671,000	
10	Total Revenue	<u>\$ 491,855,000</u>	
11	<u>Operating Expense</u>		<u>FTE</u>
12	Board of Trustees	\$ 2,787,000	14.0
13	Executive Director	25,058,000	130.0
14	Chief Operations Officer	252,981,000	2,258.7
15	Chief Financial Officer	13,270,000	109.2
16	Chief People Officer	8,075,000	74.7
17	Chief Communications and Marketing Officer	10,644,000	69.0
18	Chief Service Development Officer	7,013,000	45.5
19	Total Operations	<u>319,828,000</u>	<u>2,701.1</u>
20	Debt Service	135,915,000	
21	Contribution to Reserves	17,685,000	
22	Transfer to Capital Budget	18,427,000	
23	Total Tentative 2020 Operating Budget	<u>\$ 491,855,000</u>	<u>2,701.1</u>



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: David Wilkens, Assistant Attorney General
PRESENTER(S): David Wilkens, Assistant Attorney General

BOARD MEETING DATE: December 18, 2019

SUBJECT:	Independent Monitoring Services Phase 2 Contract Modification (Coblentz Patch Dufy and Bass LLP)
AGENDA ITEM TYPE:	Expense Contract Change Order
RECOMMENDATION:	Approve award and authorize Executive Director to execute the contract modification with Coblentz Patch Duffy and Bass LLP in the amount of \$214,600.00
BACKGROUND:	<p>The original contract was bid and awarded to Coblentz Patch Duffy & Bass to verify UTA's compliance with the terms and conditions of an April 4, 2017 Non-Prosecution Agreement entered into by and between UTA and the United States Attorney's Office for the District of Utah (the 'USAO'). This contract was executed in phases with not-to-exceed amounts for each phase. Contract amendments for each phase will be executed through future change-orders similar to this change-order.</p>
DISCUSSION:	<p>This Contract Amendment No. 3 is for a not to exceed amount of \$214,600 for phase II. The Scope of Work for Phase II has been significantly restructured in order to allow UTA to seek early termination of the monitorship.</p> <p><u>Proposed Revised Plan for Phase II</u></p> <p>The monitorship agreement calls for the monitor to "focus his or her review on the four core issues described in the . . . Non-Prosecution Agreement . . . and the adequacy of UTA's completion of, and continuing adherence to, the reforms intended to address those issues, along with any additional reforms recommended by the Monitor intended to address the four core issues." Mon. Agr., Part I.a. The "reforms intended to address" these four core issues were those "outlined" by UTA in its "October 4, 2016 letter" to the United States Attorney's Office, which were central to the Non-Prosecution Agreement between UTA and the United States Attorney's Office. <i>Id.</i></p>

The table below outlines the monitor’s revised plan for assessing the reforms, both old and new, enacted by UTA to address the four core issues. The tentative plan for Phase II has been adjusted so that the most critical reforms are addressed in the next 12-18 months. Several lower priority matters have been moved to the final interim reporting period. Should the monitorship be discontinued prior to the final interim reporting phase, these areas may not be completed. Finally, two aspects of the monitorship have been eliminated and are indicated by “N/A” on the table.

Reform Category	Review Topic (From Initial Report)	Time Frame / Phase II Report
<u>New Leadership</u>	Stability and retention in UTA's executive leadership.	Dec. 2020 (Report II.C)
	Transition to reliance on AG's Office for counsel.	June 2020 (Report II.B)
<u>Organizational Changes</u>	Role of the LAC and clarity of understanding of role for key stakeholders.	June 2020 (Report II.B)
	Structure of the LAC and its impact on UTA's governance.	Dec. 2020 (Report II.C)
	Tracking the internal audit process.	N/A
	Assessing UTA's risk management processes.	June 2021 (Report II.D)
	UTA's hotline system.	Dec. 2019 (Report II.A)
	Audit Committee processes and procedures.	Dec. 2019 (Report II.A)
<u>Executive Compensation</u>	UTA's executive compensation benchmarking policies.	Dec. 2019 (Report II.A)
<u>Conflicts of Interest</u>	Policies, procedures, and training for conflict of interest and financial disclosure reviews.	June 2020 (Report II.B)

	Procurement department gift policies.	June 2021 (Report II.D)	
	Systems for managing internal ethics and conflict of interest investigations.	Dec. 2020 (Report II.C)	
	Coordination of internal investigations across departments.	Dec. 2020 (Report II.C)	
<u>Travel</u>	Sampling of UTA's travel data.	June 2021 (Report II.D)	
	Review of travel authorization forms and Corporate Policy 1.1.8.	Dec. 2019 (Report II.A)	
<u>Transit-Oriented Development</u>	Review of finalized TOD policies and procedures.	Dec. 2020 (Report II.C)	
	Review of TOD life cycle.	N/A	
	Follow up to 2017 Internal Audit findings regarding TOD.	Dec. 2019 (Report II.A)	
	Assessment of LAC's role overseeing TOD.	June 2020 (Report II.B)	
<u>Lobbyists</u>	Review of lobbying retention and payment practices.	June 2021 (Report II.D)	
<u>Accounting</u>	Accounting documentation and governance, including accounting for assets purchased with federal funds.	Dec. 2020 (Report II.C)	
<u>P-Cards and Recordkeeping</u>	Implementation of P-Card practice improvements and corporate retention policy.	Dec. 2019 (Report II.A)	

	<u>Grant Oversight</u>	Assessment of grants management practices, including cycle tracking, timeline tracking, coordination of compliance activities, documentation of processes, and updates to Accounting Manual to reflect revised grants procedures.	June 2020 (Report II.B)
	<u>Transparency</u>	Open Meetings issues and potential impact on Trustee collaboration.	June 2021 (Report II.D)
		Website transparency measures.	June 2021 (Report II.D)
	This revised scope of work is intended to provide for a possibility of early termination at the conclusion of Phase II.		
CONTRACT SUMMARY:	Contractor Name: Coblenz Patch Duffy & Bass LLP		
	Contract Number: 17-2325JH	Existing Contract Value: \$282,698.50	
	Base Contract Effective Dates: 8/8/2018 - 8/8/2021	Extended Contract Dates: NA	
	Amendment Amount: 214,600.00	New/Total Amount Contract Value: \$497,298.50	
	Procurement Method: RFP	Funding Sources: Local	
ALTERNATIVES:	Mandatory per Federal Non-Prosecution Order.		
FISCAL IMPACT:	No fiscal impacts. The budget is remaining per forecast with a revised Statement of Work.		
ATTACHMENTS:	1) 17-2325JH Contract Modification No. 3 – Independent Monitoring Services. 2) Original Contract – Independent Monitoring Services		



December 11, 2019

Coblentz Patch Duffy & Bass LLP
Attn: Rees Morgan
Email: rmorgan@coblentzlaw.com

(Sent via email only)

RE: RFP – 17-2325JH – Independent Monitoring Services

Contract Modification No. 3

Dear Mr. Morgan,

The purpose of this letter is to modify the current Professional Services Agreement (“Agreement”) between Coblentz Patch Duffy & Bass LLP (Monitor) and Utah Transit Authority (UTA) dated August 8, 2018 (UTA Contract Number 17-2325JH). This letter (Modification No. 3) makes the following modifications to the agreement:

1. UTA and Monitor have agreed to a Not-to-Exceed Amount of \$214,600 for phase II.
2. The Coblentz, Patch, Duffy & Bass LLP letter dated September 24, 2019 containing a proposal to restructure Phase II in order to allow potential early termination of the monitorship is hereby incorporated by reference.
3. All other terms and conditions of this Contract not affected by paragraphs 1 and 2 above shall continue in full force and effect.

If you are in agreement with the above referenced amendment, please sign on the line indicated below.

UTAH TRANSIT AUTHORITY

COBLENTZ PATCH DUFFY & BASS LLP

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

By: _____ Date: _____
Rees Morgan
Partner

By: _____ Date: _____
Robert K. Biles
Chief Financial Officer

Approved as to form and content

Mike Bell
Assistant Attorney General
UTA Counsel



**PROFESSIONAL SERVICES AGREEMENT
(INDEPENDENT MONITORING SERVICES)**

This Professional Services Agreement (the "Contract") is entered into and made effective as of the 8th day of August, 2018 (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and COBLENTZ PATCH DUFFY & BASS ("Monitor").

RECITALS

A. UTA desires to retain an independent monitor to verify UTA's compliance with the terms and conditions of an April 4, 2017 Non-Prosecution Agreement entered into by and between UTA and the United States Attorney's Office for the District of Utah (the "USAO").

B. On August 8, 2017, UTA issued Request for Proposal Package Number 17-2325JH ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.

C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected Monitor as the preferred entity with whom to negotiate a contract to perform the Work and such selection was approved by the USAO.

D. Monitor is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

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

**ARTICLE 1.0
Definitions**

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

- 1.1 The term "Claims" shall have the meaning set forth in Section 16.1 of this Contract.
- 1.2 The term "Monitor's Project Manager" shall mean Rees F. Morgan, or his successor as appointed or designated in writing by Monitor.
- 1.3 The term "Monitor's Proposal" shall mean the September 15, 2017 proposal submitted by the Monitor in response to the RFP.

- 1.4 The term "Contract" shall mean this Professional Services Agreement, together with all attached exhibits, all documents incorporated by reference pursuant to Article 26 hereof, and all drawings, reports, studies, industry standards, legal requirements and other items referenced in the foregoing documents.
- 1.5 The term "Scope of Services" shall mean the services described in or reasonably implied by this Contract including, but not limited to, Exhibit "A" (and all Contract requirements associated with such services).
- 1.6 The term "UTA's Project Manager" shall mean Bart W. Simmons, or his successor as appointed or designated in writing by UTA.
- 1.7 The term "Work" shall mean any activities undertaken or required to be undertaken by Monitor in conjunction with the Scope of Services or Contract. The parties acknowledge that "Work" does not include, and that Monitor is not providing, legal advice or services to UTA, the USAO, or any other person, organization, or entity pursuant to the Scope of Services or Contract. The parties acknowledge that no attorney-client relationship exists between Monitor and UTA, the USAO, or any other person, organization, or entity, and further that communications between the Monitor and UTA and/or the USAO are not subject to the attorney-client privilege.

ARTICLE 2.0

Description of Services

- 2.1 Monitor shall perform all Work as set forth in the Scope of Services. Except for items (if any) which this Contract specifically states will be UTA-provided, Monitor shall furnish all the labor, material and incidentals necessary for the Work.
- 2.2 Monitor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- 2.3 Monitor shall perform all Work in compliance with applicable laws, regulations, rules and ordinances.
- 2.4 By executing this Contract, Monitor represents, warrants and certifies that it is not aware of any business interest, engagement, relationship or other circumstances (on the part of Monitor or any of its employees or subcontractors) which would give rise to the appearance of a conflict of interest with respect to the Scope of Services provided under this Contract. To the extent Monitor subsequently becomes aware of any such business interest, engagement, relationship or other circumstances, Monitor shall immediately bring such matters to the attention of UTA and USAO in detail sufficient for UTA and/or USAO to make an assessment of the appropriate mitigation strategy, including (if deemed necessary) termination of the Contract.

ARTICLE 3.0

Day-to-Day Management of the Work

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

ARTICLE 4.0

Progress of the Work

- 4.1 Monitor shall prosecute the Work in a diligent and continuous manner and in accordance with the timeframes and deadlines set forth in the Scope of Services.
- 4.2 Monitor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- 4.3 Monitor shall provide all Contract submittals and other deliverables as specified in the Scope of Services, and any other timetables from time-to-time developed and agreed to by Monitor, UTA and USAO in accordance with the Scope of Services.

ARTICLE 5.0

Period of Performance

- 5.1 This Contract shall commence as of the Effective Date. Subject to the provisions for termination set forth in Section 13, this Contract shall remain in full force and effect for an initial three-year period. The rights and obligations of UTA and Monitor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

ARTICLE 6.0

Consideration

- 6.1 For the performance of the Work, UTA shall pay Monitor in accordance with the hourly rates, overhead rates set forth in Exhibit B, subject to annual escalation in accordance with Monitor's standard billing policies. Payments shall be made on a monthly basis, in arrears, for work actually performed by Monitor during the preceding month.
- 6.2 UTA shall reimburse Monitor for actual, reasonable and necessary costs incurred in the performance of the Scope of Services. Reimbursement shall be made at cost. Invoices that contain reimbursable costs shall include reasonable documentation substantiating the costs for which Monitor seeks reimbursement.

- 6.3 The fees and reimbursable costs payable to Monitor with respect to any task or year shall be subject to not-to-exceed amounts to be negotiated in accordance with Exhibit A (the "Not-to-Exceed Amounts"). Unless approved by UTA and USAO, UTA shall not be obligated to make payments which would cause the total compensation paid to Monitor to exceed the applicable Not-to-Exceed Amount. For the initial phase of the Work – i.e., work performed from contract execution to finalized work plan as indicated in the estimated budget, attached hereto as Exhibit B - UTA and Monitor have agreed upon a Not-to-Exceed Amount of \$55,950.
- 6.4 UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA, following approval by USAO, in accordance with this Contract; or (ii) invoiced items that are not payable under this Contract.

ARTICLE 7.0

Contract Changes

- 7.1 UTA and USAO may direct the Monitor to make changes to the agreed work plans established pursuant to the Scope of Services, including requesting additional services within the general scope of this Contract. To the extent that such changes actually and demonstrably impact Monitor's schedule or cost of performing the Work, an equitable adjustment to the Contract shall be made.

ARTICLE 8.0

Invoicing Procedures and Records

- 8.1 Monitor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Monitor's entitlement to the requested payment must be submitted with each invoice. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address Work that does not conform to the requirements of the Contract. Approval by UTA shall not be unreasonably withheld. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Monitor within thirty (30) calendar days of invoice submittal.

ARTICLE 9.0

Reserved

ARTICLE 10.0

Subcontracts

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

- 10.2 No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA and USAO.
- 10.3 Monitor shall be responsible for and direct all Work performed by subcontractors. UTA shall be responsible for payment of all subcontractor invoices, which Monitor shall provide on a monthly basis.
- 10.4 Monitor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Monitor further agrees that all subcontracts shall comply with all applicable laws.

ARTICLE 11.0

Key Personnel

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

ARTICLE 12.0

Reserved

ARTICLE 13.0

Termination for Convenience; Termination for Cause and Default Remedies

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

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

- 13.3 If UTA terminates this Contract for any reason, Monitor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Work completed by Monitor prior to termination.

ARTICLE 14.0

Information, Records, and Reports; Audit Rights

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

ARTICLE 15.0

Findings Confidential

- 15.1 Any documents, reports, information, or other data and materials available or provided to or obtained, prepared or assembled by Monitor or subcontractors under this Contract (collectively "Materials") are considered confidential. Except with respect to USAO or other parties specifically indicated in Exhibit A, Materials shall not be

made available to any person, organization, or entity by Monitor without consent in writing from UTA unless otherwise required by law.

15.2 It is hereby agreed that the following information is not considered to be confidential:

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

ARTICLE 16.0

Reserved

ARTICLE 17.0

Reserved

ARTICLE 18.0

Independent Contractor

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

ARTICLE 19.0

Prohibited Interest

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

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

ARTICLE 20.0

Dispute Resolution

20.1 The parties shall attempt to resolve all claims, counterclaims and other disputes arising under the Scope of Services or Contract through informal discussions between UTA,

the Monitor and USAO. Each of these entities shall have an internal escalation process to encourage informal resolution. If the dispute cannot be resolved informally, the parties agree to resolve such claims, counterclaims and other disputes by binding arbitration before a single arbitrator at JAMS in accordance with JAMS rules, with the arbitration to take place in Salt Lake City before a JAMS arbitrator.

- 20.2 EACH PARTY ACKNOWLEDGES THAT THIS AGREEMENT TO ARBITRATE RESULTS IN A WAIVER OF ITS RIGHT TO A COURT OR JURY TRIAL, INCLUDING THAT EACH PARTY IS GIVING UP ITS RIGHT TO APPEAL AND THAT ITS RIGHTS TO DISCOVERY WILL BE LIMITED TO THOSE AVAILABLE UNDER THE JAMS RULES. EACH PARTY ACKNOWLEDGES THAT, BEFORE SIGNING THIS AGREEMENT AND AGREEING TO BINDING ARBITRATION, IT IS ENTITLED, AND HAS BEEN GIVEN A REASONABLE OPPORTUNITY, TO SEEK THE ADVICE OF INDEPENDENT COUNSEL.

ARTICLE 21

Successors and Assignees

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

ARTICLE 22.0

Nonwaiver

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

ARTICLE 23.0

Notices or Demands

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

If to UTA:

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

with a required copy to:

Utah Transit Authority
ATTN: General Counsel
669 West 200 South
Salt Lake City, UT 84101

If to Monitor:

Coblentz Patch Duffy & Bass
ATTN: Rees Morgan
One Montgomery Street, Suite 3000
San Francisco, CA 94104

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

ARTICLE 24.0

Contract Administrator

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

ARTICLE 25.0

Limitation of Liability

- 25.1 NOTWITHSTANDING ANYTHING PROVIDED HEREIN TO THE CONTRARY, NEITHER PARTY WILL HAVE ANY LIABILITY UNDER THIS AGREEMENT FOR ANY LOST PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES. FOR CLARITY, THE SOLE AND EXCLUSIVE REMEDY FOR UTA

SHOULD IT BELIEVE, WITH THE CONCURRENCE OF THE USAO, THAT MONITOR'S WORK FAILS TO CONFORM TO THE CONTRACT OR IS IN ANY OTHER WAY UNSATISFACTORY IS UTA'S RIGHT TO TERMINATE PURSUANT TO ARTICLE 13 HEREIN.

ARTICLE 26.0
General Provisions

- 26.1 Neither this Contract nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Contract to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Contract, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Contract, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.
- 26.2 This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Monitor consents to the jurisdiction of such courts.
- 26.3 The headings of the articles, clauses, and sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 26.4 The parties enter in to this Contract for the sole benefit of the parties, USAO and the United States Department of Transportation's Office of Inspector General, to the exclusion of any other third party. No other third party beneficiary is intended or created by the execution of this Contract.
- 26.5 Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.
- 26.6 This Contract (including incorporated documents) shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. This Contract shall be construed and interpreted in accordance with the requirements of the April 4, 2017 Non-Prosecution Agreement entered into by and between UTA and USAO.
- 26.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.
- 26.8 This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed

original of this Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

- 26.9 Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 13, 14, 15, 16, 19, 20 and 25.
- 26.10 Each party has had the opportunity to consult legal counsel of its own choosing in negotiating and executing the Contract.

ARTICLE 27.0
Incorporated Documents

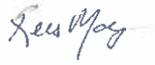
- 27.1 UTA's RFP 17-2325JH and Monitor's Proposal are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A and B.

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

UTAH TRANSIT AUTHORITY

By 
Steve Meyer, Interim Executive Director

COBLENTZ PATCH DUFFY & BASS

By 
NAME, TITLE

By 
Robert Biles, Vice President of Finance

Fed ID# _____
UTA Project Code _____

Approved as to Form



UTA Legal Counsel

EXHIBIT A

Overview of Scope of Work

On April 4, 2017 UTA executed a Non-Prosecution Agreement (“NPA”) with the United States Attorney’s Office for the District of Utah (“USAO”). Pursuant to the NPA, USAO conditionally agreed not to bring any criminal actions against UTA related to past conduct identified in USAO’s ongoing investigation.

However, USAO identified four issues of concern (the “Core Issues”) with respect to UTA: (a) inadequate controls over federal funds and drawdowns from federal grants; (b) improper handling and disclosure of property acquisition and disposition, including inadequate oversight of transit-oriented development projects; (c) non-compliance with ethical standards, resulting in benefits to UTA and employees and members of UTA’s Board of Trustees; and (d) improper approval of executive bonuses. A copy of the NPA is attached as Appendix 1 to this RFP.

In October 2016, UTA provided USAO with a summary of institutional controls and organizational reforms (collectively the “Reforms”) that have been adopted by UTA since the commencement of USAO’s investigation. The Reforms are described in Attachment A to the NPA. USAO acknowledged the Reforms in the NPA. As a condition to the USAO’s non-prosecution covenant, UTA has agreed to retain an independent third-party monitor to: (i) verify continued compliance with the Reforms; and (ii) recommend additional reforms necessary to address the Core Issues.

The full details for the Work to be performed by the Monitor will be developed in consultation with UTA and the USAO, and ultimately determined by USAO. USAO will also have the right to direct the Monitor to perform other duties within the general scope of the Contract. Payments to the Monitor will be subject to the not-to-exceed task order and annual budgets to be established in consultation with UTA and the USAO.

UTA will furnish the Monitor with conference rooms or other temporary office space and facilities to be used while the Monitor is conducting reviews on site. UTA will provide information and coordination in full accordance with the NPA. The Monitor will be responsible for all other labor, management, supervision, tools and equipment necessary to perform the Work.

The ability to provide independent and objective Work is of critical importance. The Monitor must identify any engagements, relationships or other circumstances which may give the appearance of a conflict of interest with respect to those services. The Monitor must take proactive steps to avoid any appearance of potential conflicts of interest. The Monitor (and its employees, subcontractors and agents involved in this engagement) will also be prohibited from holding or participating in UTA contracts during this engagement and for a period of one year following the completion of this engagement. USAO is intended to be a third party beneficiary with respect to the Contract.

USAO shall have the right to communicate directly with the Monitor regarding the Contract. The requirements of the NPA (as applicable to the Monitor) are incorporated into the Contract by reference as if fully restated herein. This description of the Work is intended to conform to the requirements of Attachment B of the NPA and the Contract will be construed so as to be consistent with the requirements of Attachment B of the NPA (including UTA’s obligations to coordinate and cooperate with the Monitor)

If the Monitor, during the performance of Work under the Contract, identifies a potential violation of criminal law or any Federal regulation, the Monitor will have a specific duty to report the potential violation to UTA, USAO and the United States Department of Transportation Inspector General. Except as provided above, the Monitor shall maintain as confidential all non-public information, documents and records it receives from UTA and shall cause any subcontractors to do the same.

KICKOFF MEETING

As soon as practicable, the Monitor, UTA and USAO will schedule an initial kickoff meeting. The purpose of the kickoff meeting will be to discuss the proposed Work plan, staffing requirements and budget for compliance reviews to be performed by the Monitor and the corresponding reports that the Monitor will provide to USAO and UTA. It is currently anticipated that the Work plan will involve: (a) the inspection of documents, including current UTA policies and procedures; (b) on-site observations at various locations; (c) meetings with UTA employees and officers as reasonably requested by the Monitor; (d) analyses, studies and testing of UTA's programs; (e) attendance at UTA meetings.

At the kickoff meeting, the Monitor will present its proposed methodology for conducting the reviews and preparing the reports required under the Contract. This presentation will include a detailed description of the proposed Work plan that will identify the specific steps that are required to conduct a compliance review and further identify the information and resources required from UTA to conduct the review. USAO will identify its expectations and minimum requirements for the reviews and resulting reports. UTA will identify any legal, logistical, contract or other concerns that it may have with the approach proposed by the Monitor.

Within thirty (30) days after the kickoff meeting, the Monitor will propose a comprehensive written Work plan for performing the initial review and writing the initial report. The written Work plan will address the expectations and minimum requirements communicated by USAO at the kickoff meeting. The written Work plan shall also include a proposed staffing plan and not-to-exceed budget for all Work to be performed in conjunction with the initial review.

The Work plan will be subject to review and concurrence by UTA and USAO. The Monitor will promptly revise the Work plan to address comments received from UTA and USAO. Any conflicts among the parties regarding the Work plan shall be resolved by USAO. A final agreed Work plan shall be established prior to the Monitor commencing the initial review.

INITIAL REVIEW AND REPORT

The Monitor shall commence the initial review within 120 days of the effective date of the Contract. The initial review shall be conducted in accordance with the approved Work plan. Within 120 days of completing the initial review, the Monitor shall issue a written report to UTA and USAO. The written report shall set forth the Monitor's assessment of NPA compliance and shall make recommendations that advance the goals and objectives of the NPA. Unless otherwise agreed by the parties, the Monitor shall not invoice any sums that exceed the approved budget for the initial review.

SEMI-ANNUAL REVIEWS AND REPORTS

The Monitor shall conduct follow-up reviews on a semi-annual basis, beginning six-months after completion of the initial report. Within 120 days after the conclusion of each follow-up review, the

Monitor shall issue a written report setting forth the Monitor's updated assessment of NPA compliance, including any recommendations to advance the goals and objectives of the NPA. The scope and budget for the follow-up reviews shall be consistent with those established for the initial review. However, the Monitor, UTA and USAO shall meet at least annually to discuss necessary changes to the Work plan. Semi-annual reviews shall be conducted in accordance with any changes so made to the Work plans. At each annual meeting, the Monitor shall also propose, for the review and concurrence of UTA and USAO, an annual budget reflecting the reviews to be conducted and reports to be issued during the upcoming year. Unless otherwise agreed by the parties, the Monitor shall not invoice any sums that exceed the approved annual budget. Any conflicts among the parties regarding semi-annual reviews and reports shall be resolved by USAO.

FINAL REPORT

At the conclusion of the monitoring period, the Monitor shall prepare a final written report for public release. The final written report shall set forth the Monitor's assessment of NPA compliance and whether the goals and objectives of the NPA have been met. The Monitor and UTA shall Work together to ensure that the public final written report sufficiently protects any of UTA's proprietary and business confidential information and does not otherwise compromise UTA's business interests or competitive business information. The Monitor shall take appropriate steps to protect the confidentiality of individuals, if any, mentioned in the final written report. Any disagreements regarding the content of the final version of the publicly available report will be determined by USAO. However, UTA shall also have the option to file its own final public written report simultaneously with the Monitor's final public written report.

COORDINATION OF RECOMMENDATIONS

Under the terms of the NPA, UTA is required to adopt and implement recommendations made by the Monitor pursuant to the Contract, unless such recommendations are inconsistent with applicable laws or otherwise inadvisable and/or unreasonable. The Monitor will establish an informal process for discussing such concerns that is consistent with the terms, conditions, coordination and dispute resolution processes set forth in the NPA.

EXHIBIT B

Monitor's Hourly Rates

<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>
Morgan, Rees	Partner	\$605
Crudo, Timothy	Partner	\$815
Coyle, Sean	Special Counsel	\$500
Associate	Associate	\$415
Pryor, Mary	Audit Consultant	\$220
Spender, Tina	Audit Consultant	\$220

Monitor charges for travel time. Monitor's hourly rates are adjusted annually, and Monitor is authorized to charge at the new rates after their effective date. Although Rees Morgan will be your principal contact, you are engaging Monitor generally, and not a particular person at Monitor, to assist you in this matter. As necessary or appropriate, Monitor may assign work to other members of the firm. All assignments will be consistent with staffing plans and budgets that are mutually agreed to under the terms of the Contract.

Monitor's Costs

Monitor's reimbursable costs pursuant to Section 6.2 include long-distance telephone calls, messenger and other delivery fees, photocopying, telecopying, filing fees, mileage, parking, travel expenses, computerized research, clerical staff overtime, investigation expenses, the fees and costs billed to Monitor by third-party consultants, investigators, experts, or service providers, and other out-of-pocket costs. Monitor may forward to UTA expense bills from third parties for direct payment. Billing for expenses may lag depending, for example, on how fast vendors bill Monitor for their services.

Monthly Billing

Monitor's invoices generally are prepared monthly. They describe the services performed and the time spent by each professional on the case, as well as any out-of-pocket expenses incurred on UTA's behalf. If UTA require a different form of invoice, we will try to develop a billing format that suits the requirements you express. Monitor strongly encourages UTA to raise promptly any questions or comments regarding any invoice.

In addition to fee billings, UTA agrees to reimburse Monitor within 30 days after invoice actual costs and expenses incurred in connection with Monitor's Work, including, but not limited to, the following: long distance telephone calls, messenger and other delivery fees, photocopying, telecopying, filing fees, mileage, parking, travel expenses, computerized legal research, clerical

staff overtime, investigation expenses, the fees and costs billed to us by third party consultants, investigators, experts, or service providers, and other out-of-pocket costs.

Monitor's professionals bill in minimum units of 1/10 of an hour. Monitor adjusts its hourly rates periodically to take into account increased costs of doing business and the increased experience of our professional staff, and those new rates will be reflected in our monthly invoices to UTA. Unless specifically requested to do so, Monitor does not provide specific written notice of billing rate changes. By this agreement, UTA authorizes us to charge UTA at the new rates after their effective date for Monitor's Work. UTA acknowledges that, except as provided in the Contract (and any fixed budget mutually agreed to in accordance with the Contract), Monitor has made no promise, representation or agreement limiting the total amount of fees to be incurred by UTA under this engagement letter. Monitor's fees are not set by law and are negotiable.

If UTA disagrees with an invoice or has questions about a bill, please contact Monitor immediately so Monitor can investigate any issues. A statement of account will be forwarded to UTA by Monitor's Accounting Department each month if UTA has any outstanding invoices.

Delinquent Accounts

Monitor strives to render timely services, and, in return, Monitor expects prompt payment. Payment is due upon receipt of our invoice, and delinquent after 45 days. UTA authorizes Monitor to add a late payment charge at the rate of one percent (1%) per month to account balances outstanding for more than 45 days. Failure to pay invoices promptly upon receipt may result in suspension or termination of Monitor's services for UTA.

Monitor's Records Retention Policy

During the Work, documents of many kinds may accumulate in Monitor's files. The following are considered "client records" and are normally returned to the client at the conclusion of a matter, or earlier if requested by the client:

- Corporate minute book, stock book, and seal; negotiable instruments, such as original promissory notes and stock certificates
- Other originally signed documents (contracts, leases, settlement agreements, etc.), unless the client was already furnished an originally signed copy; original reports and maps generated by third party consultants that were furnished to the firm by the client or were provided by consultants retained by the firm on behalf of the client (this category does not include ordinary correspondence, financial statements and the like)
- Documents produced by the client or other parties in litigation
- Original deposition transcripts (paper copies).

Other materials, such as litigation pleadings, external electronic and paper correspondence, drafts, attorney memoranda and legal research, electronic documents and digital media will be retained by Monitor for five years after the termination of the particular matter. However, if UTA requests them, Monitor will deliver these materials at UTA's expense, subject to Monitor's right to retain its own internal work product as permitted by applicable law. If UTA does not

request the return of these additional materials within five years following the termination of a particular matter, such materials may be destroyed by Monitor without further notice to UTA.

Coblentz Patch Duffy Bass LLP Response to UTA RFP
Revised Budget: July 2018

UTA Monitorship
Pricing Proposal

<u>Phase</u>	<u>Proposed Fee</u>	<u>Proposed Fee</u>	<u>Phase Assumptions</u>	<u>Anticipated Timeline</u>
Contract Execution to Finalized Work Plan	\$55,950	\$18,150 \$12,450 \$15,000 \$8,150 \$2,200	Monitor: 30 hours at \$605/hr Associate: 30 hours at \$415/hr Special Counsel: 30 hours at \$500/hr Senior Partner: 10 hours at \$815/hr Grant Compliance Consultants: 10 hours at \$220/hr	
The Monitor's Initial Review and Report	\$170,125			Within roughly six (6) months of contract execution
Review and Analysis of the Reforms and Related Documentation		\$9,075 \$24,900 \$10,000 \$4,075 \$8,800	Monitor: 15 hours at \$605/hr Associate: 60 hours at \$415/hr Special Counsel: 20 hours at \$500/hr Senior Partner: 5 hours at \$815/hr Grant Compliance Consultants: 40 hours at \$220/hr	
Meetings with Key UTA and USAO Personne		\$30,250 \$8,300 \$15,000 \$4,075 \$2,200	Monitor: 50 hours at \$605/hr Associate: 20 hours at \$415/hr Special Counsel: 30 hours at \$500/hr Senior Partner: 5 hours at \$815/hr Grant Compliance Consultants: 10 hours at \$220/hr	
Initial Assessment of Reform Effectiveness and Preparation of Initial Report		\$12,100 \$16,600 \$10,000 \$8,150 \$6,600	Monitor: 20 hours at \$605/hr Associate: 40 hours at \$415/hr Special Counsel: 20 hours at \$500/hr Senior Partner: 10 hours at \$815/hr Grant Compliance Consultants: 30 hours at \$220/hr	
The Monitor's Follow-Up Interim Reports – "Semi-Annual" Reports	\$214,775	\$72,600 \$49,800 \$50,000 \$20,375 \$22,000	Monitor: 120 hours at \$605/hr Associate: 120 hours at \$415/hr Special Counsel: 100 hours at \$500/hr Senior Partner: 25 hours at \$815/hr Grant Compliance Consultants: 100 hours at \$220/hr	Semi Annual, Starting six (6) months after initial report (estimate four (4) reports)
The Monitor's Final Report	\$134,950	\$36,300 \$33,200 \$30,000 \$24,450 \$11,000	Monitor: 60 hours at \$605/hr Associate: 80 hours at \$415/hr Special Counsel: 60 hours at \$500/hr Senior Partner: 30 hours at \$815/hr Grant Compliance Consultants: 50 hours at \$220/hr	Roughly thirty six (36) months from selection of Monitor
Total	\$575,800			
Additional Details: We estimate roughly \$18,000 in total travel expenses over the course of the Monitorship				

<u>2018 Hourly Rates</u>		
<u>Name</u>	<u>2018 Hourly Rate</u>	<u>Position</u>
Rees F. Morgan	\$605	Partner, Coblentz Patch Duffy & Bass LLP
Timothy P. Crudo	\$815	Partner, Coblentz Patch Duffy & Bass LLP
Sean P. J. Coyle	\$500	Special Counsel, Coblentz Patch Duffy & Bass LLP
Associate	\$415	Associate, Coblentz Patch Duffy & Bass LLP
Erica H. Weber	\$540	Partner, Coblentz Patch Duffy & Bass LLP
Stephen T. Lanctot	\$695	Partner, Coblentz Patch Duffy & Bass LLP
Mary Pryor	\$220	Partner, NWC Partners
Tina Spencer	\$220	Partner, NWC Partners
Michael Malloy	\$220	Senior Managing Director, FTI Consulting

Coblentz Patch Duffy Bass LLP Response to UTA RFP
 Revised: July 2018

**UTA Mentorship
 Staffing Proposal**

<u>Phase</u>	<u>Phase Assumptions</u>	Monitor	Associate	Special Counsel	Senior Partner	Grant Compliance Consultant
Contract Execution to Finalized Work Plan The Monitor's Initial Review and Report		30	30	30	10	10
Review and Analysis of the Reforms and Related Documentation	Without knowing the volume of this documentation, it is difficult to estimate the cost associated with reviewing and analyzing the Reform materials. To contain costs, the Monitor will utilize an associate to perform the preliminary review. This is early estimate, assuming the volume of documentation is not overly voluminous.	15	60	20	5	40
Meetings with Key UTA and USAO Personnel Initial Assessment of Reform Effectiveness and Preparation of Initial Report	In addition to one-on-one meetings, we plan to attend several UTA leadership governance meetings in the first 120 days of our mentorship.	50	20	30	5	10
The Monitor's Follow-Up Interim Reports - "Semi-Annual" Reports		20	40	20	10	30
The Monitor's Final Report		120	120	100	25	100
		60	80	60	30	50



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: December 18, 2019

SUBJECT:	ADA Paratransit Services Contract Extension (Tooele County Health and Aging Services)	
AGENDA ITEM TYPE:	Expense Contract Change Order	
RECOMMENDATION:	Approve extension to existing contract and authorize Executive Director to execute the contract with Tooele County Health and Aging Services in the amount of \$987,630 to continue providing Route Deviation and Paratransit services in Tooele County.	
BACKGROUND:	Tooele County Health and Aging Services is the current contractor for Paratransit and Route Deviation services in Tooele County. The original contract was effective January 1, 2017 through December 31, 2019 and provided for three additional, consecutive one-year terms.	
DISCUSSION:	UTA staff is requesting an extension of the existing contract. This is the third modification to an existing contract between UTA and Tooele County Health and Aging Services. The contract was modified on March 26, 2019 with changes to the billing rate, and again May 11, 2019 reflecting UTA provided an additional vehicle to the Tooele fleet. The scope of this modification is to extend the existing contract for 1 year. This extension will ensure continuous Paratransit and Route Deviation Services under the current provider through December 31, 2020.	
CONTRACT SUMMARY:	Recipient Name: Tooele County Health and Aging Services	
	Contract Number: UT-16-1951PP Modification 003	Existing Contract Value: \$1,579,732
	Base Contract Effective Dates: January 1, 2017 through December 31, 2019	Extended Contract Dates: January 1, 2020 through December 31, 2020
	Amendment Amount: \$987,630	New/Total Amount Contract Value: \$2,567,361

	Procurement Method: Contract extension	Funding Sources: Local
ALTERNATIVES:	UTA would have to operate Paratransit and Route Deviation services in Tooele County at a greater cost due to an additional expense of procuring two vehicles owned by Tooele County under 5310 grant funding via UDOT. Additionally, there may be an increase to operating cost due to wages and benefits.	
FISCAL IMPACT:	No fiscal impact to UTA. Funds are in the current and 2020 operating budget and in the 2020 budget.	
ATTACHMENTS:	<ol style="list-style-type: none"> 1) Contract 16-1951PP Modification 003 2) Original Contract 	

**MODIFICATION NUMBER THREE
TO CONTRACT UT 16-1951PP**

This Modification Number Three to Contract Agreement is entered into and made effective as of the date of the last signature below, by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah, (hereinafter “UTA”) and TOOELE COUNTY HEALTH AND AGING SERVICES, a County Government, whose principal palace of business is 151 North Main, Tooele, Utah 84074, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, on January 31, 2017 the parties entered into a contract for Flex Route Deviation Transportation Services and On-Demand Accessible Shared Ride (“Contract”); and

WHEREAS, on March 26, 2019 the Contract was modified to change the billing rates of the contract; and

WHEREAS, on May 11, 2019 the Contract was modified to reflect that UTA provided a vehicle to the Tooele fleet; and

WHEREAS, the period of performance for the Contract will expire on December 31, 2019; and

WHEREAS, the contract provided for three (3) additional consecutive one-year terms; and

WHEREAS, UTA and the Contractor now desire to modify the Contract Agreement as set forth below.

CONTRACT AGREEMENT

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

1. Term: The term of the contract will be from January 1, 2020 to December 31, 2020.
2. Compensation: The compensation for this option period 2020 is as follows:

Compensation to the Contractor as detailed under Paragraph 5 of the Flex Route Deviation Transportation Services Agreement (RFP Part IV Sample Contract), shall be based upon an **amount per revenue vehicle service hour plus a fixed monthly rate** during the term of the Agreement. The revenue vehicle service hours should be based upon billable hours to the Authority considered to be from pull out to pull in including any layover time. A revenue vehicle service hour shall exclude fueling, all driver rest and lunch breaks, training, road tests, vehicle breakdowns, and deadhead.

1. Fixed Fees Itemized

ITEM	2017 Fixed Price	2018 Fixed Price	2019 Fixed Price	2020 Fixed Price	2021 Fixed Price
a. Building Rent	1,500	1,500	1,500	1,500	1,500
b. Support Services	1,500	1,545	1,591	1,639	1,688
c. Mobility Manager	0	0	700	721	743
d. UTA Lead Worker	1,100	1,133	1397	1439	1482
TOTAL MONTHLY FIXED	\$4,100	\$4,178	\$5,188	\$5,299	\$5,413

2. Dedicated Vehicles Operated with Authority-Provided Vehicles

Dedicated vehicle service, utilizing vehicles provided by the Authority, shall be provided at a per vehicle hour rate. Revenue service hours are billable to the Authority from pull out to pull in. The hourly rates for dedicated vehicles service are as follows:

	Tooele Service Area <u>Hourly Rate</u>
Year 1: January 1, 2017 through December 31, 2018	\$ <u>41.96</u>
Year 2: January 1, 2018 through December 31, 2019	\$ <u>43.22</u>
Year 3: April 1, 2019 through December 31, 2019	\$ <u>46.23</u>
Year 4: January 1, 2020 through December 31, 2020	\$ <u>47.61</u>
Year 5: January 1, 2021 through December 31, 2021	\$ <u>49.03</u>

OPTION 1 – ON-DEMAND ACCESSIBLE SHARED RIDE SERVICES (2019 Amendment)

DESCRIPTION	QTY	U/ISSUE	MONTHLY RATE	AMOUNT
FOURTH YEAR:2020				
19. Providing Vehicles – 3 small accessible vehicles and 2 passenger type vehicles	12	Month	\$ 0	\$ 0
20. Facility – Capable of Vehicle Storage & Operations Support Services	12	Month	\$ 0	\$ 0
21. Lead Contact Person	12	Month	\$ 721	\$ 8,652
22. Drivers, Dispatch/Scheduling Support	12	Month	\$ 18,724	\$ 224,688
23. Road Support Personnel Data Recording & Data Retention	12	Month	\$ 5,400	\$ 64,800
24. Vehicle Maintenance	12	Month	\$ 2,315	\$ 27,780
TOTAL AMOUNT				\$ 325,924

3. Other Terms Remain in Effect: All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed and delivered the Agreement as to the date written above.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**TOOELE COUNTY
HEALTH AND AGING SERVICES:**

UTAH TRANSIT AUTHORITY:


Name

Executive Director
Title

Carolyn M. Gonot
Executive Director

Eddy D. Cumins
Chief Operating Officer

Approved As to Form and Content:

Mike Bell
Assistant Attorney General
UTA Counsel



REQUEST FOR PROPOSALS

CONTRACT NUMBER UT 16-1951PP

For

**FLEX ROUTE DEVIATION TRANSPORTATION SERVICES AND
ON-DEMAND ACCESSIBLE SHARED RIDE AGREEMENT**

THIS ROUTE DEVIATION SERVICES AGREEMENT ("Agreement") is made this 31th day of January, 2017 by and between **UTAH TRANSIT AUTHORITY**, a public transit district organized under Utah Code Ann. §§17B-2a-801, et seq, as amended (hereafter the "Authority"), and **TOOELE COUNTY HEALTH AND AGING SERVICES**, a County Government, whose principal place of business is 151 North Maint, Tooele, UT 84074, (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the Authority, is the provider of fixed-route, rail and route deviation transit service in all or part of Salt Lake, Tooele, Utah, Weber, Davis and Box Elder Counties, and is also responsible for providing complementary paratransit service in accordance with the Americans with Disabilities Act;

WHEREAS, the Authority desires to engage the Contractor to provide the route deviation services and complementary paratransit services in the Authority's Tooele County Service Area (the "Services"), all as described in this Agreement; and

WHEREAS the Contractor is willing and able to provide the Services upon the terms and conditions hereinafter set forth.

AGREEMENT

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

1. Services to be Performed by Contractor. Contractor shall provide Services in portions of Tooele County (the cities of Tooele, Stansbury Park and Grantsville) in full accordance with the terms and conditions set forth in, or reasonably implied by: (i) this Contract (inclusive of Exhibits A, A-1, B, B-3, B-5, B-6, C, C-1, D, E, F, G, H, I, J, K, L and M); and (ii) the Authority's Request For Proposals UT-16-1951PP (the terms and conditions of which are incorporated herein). The parties hereby acknowledge that changes to the Services described in this Contract and in the incorporated Request for Proposals may

become necessary as the result of changed conditions during the term of this Agreement, and the parties hereby agree to negotiate such changes in good faith. However, any changes to the Services must be made in a writing signed by both parties.

2. Term of Agreement. Subject to the provisions for termination as hereinafter provided, this Agreement shall become effective January 1, 2017 and terminate December 31, 2019. At the Authority's sole option, this Agreement may be extended for three (3) additional, consecutive one-year terms.
3. Termination of Agreement. This Agreement, and the rights and obligations provided hereunder, may be terminated only as provided in this Paragraph 3.
 - A. The Authority shall have the right to terminate this Agreement at any time by providing sixty (60) days written notice to Contractor. If the Agreement is terminated for convenience, the Authority shall pay Contractor for Services satisfactorily completed as of the effective date of termination and for reasonable contract close-out costs, including subcontract termination fees that have been reasonably mitigated by Contractor. The Authority shall not be responsible for anticipated profits based on Services not performed as of the effective date of termination. Contractor shall promptly submit a termination claim to the Authority. If Contractor has any property in its possession belonging to the Authority, Contractor will account for the same, and dispose of it in the manner the Authority directs.
 - B. If Contractor materially fails to perform any of its obligations under this Agreement, and such failure is not cured or a cure initiated to the satisfaction of the Authority within fifteen (15) days after receipt of written notice from the Authority, The Authority may, at its discretion:
 1. Terminate this Agreement (in whole or in part) for default and complete the Services using other contractors or the Authority's own forces, in which event Contractor shall be liable for all incremental costs so incurred by the Authority;
 2. Pursue other remedies available under this Agreement (regardless of whether the termination remedy is invoked); and/or
 3. Except to the extent limited by this Agreement (including by payment of liquidated or stipulated amounts), pursue other remedies available at law.
 - C. Contractor shall remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination. the Authority shall calculate any termination damages payable under this Agreement, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to

the extent termination damages exceed the invoice). All rights and remedies provided in this Paragraph 3 are cumulative and not exclusive.

4. Contractor an Independent Contractor. The parties agree that the Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither it nor any of its employees is or are servants or employees of the Authority. Neither the Contractor nor any of the Contractor's employees shall be eligible for any workers' compensation insurance, pension, health coverage, collectively-bargained fringe benefits or other benefits which 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 the Contractor or the employees of the Contractor. The Contractor acknowledges that it shall be solely responsible for payment of all payroll, income and other taxes generally applicable to independent contractors.

5. Compensation of Contractor.
 - A. The Authority agrees to pay Contractor based on the terms of compensation detailed in Exhibit A during the term of this Agreement. The compensation set forth in Exhibit A may be modified to account for service standard adjustments and bonuses agreed between the parties pursuant to Exhibit A-1 of this Agreement. All such modifications shall be made only pursuant to written contract addenda.

 - B. Subject to Paragraph 5(C) below concerning disputed payments, the Authority shall make monthly payments to the Contractor no more than thirty (30) days following receipt of the properly submitted monthly service records and invoice (as detailed in Exhibit C of this Agreement) from the Contractor, and certification and acceptance thereof by the Authority.

 - C. The Authority shall endeavor to promptly process Contractor invoices. In the event of a dispute between the Authority and the Contractor over charges, the Authority shall be empowered to withhold compensation for the sum equal to the full value of the disputed charges. Undisputed balances of such invoices shall not be withheld. The Authority shall provide written notification of withholding which identifies the disputed charge(s) and specifies the reason for the disputed charge. Appropriate reasons for disputing Contractor invoices and withholding compensation as provided under this Paragraph 5(C) include, but are not limited to, the following:
 1. Services rendered on specific occasions which fail to meet the level of service standards described in the "Scope of Work/Minimum Requirements" set forth in Exhibit B.

 2. Failure of the Contractor to supply the Authority with complete and accurate documentation as described in the "Records and Reporting Forms" set forth in Exhibit C, and required by the "Scope of Work/Minimum Requirements" set forth in Exhibit B.

3. Failure of the Contractor to respond to reasonable requests by the Authority to modify the scope or manner of the Services performed by the Contractor or to modify the "Scope of Work/Minimum Requirements" set forth in Exhibit B (provided that any such changes that increase the Contractor's costs in performing Services shall be subject to an equitable adjustment in the compensation to be paid to the Contractor under this Agreement).
6. Insurance Requirements. The Contractor shall not perform any Services under this Agreement and no compensation due the Contractor shall accrue until the Contractor has obtained all insurance required under this Paragraph 6 and such insurance has been approved by the Authority.
 - A. The Contractor shall secure and maintain insurance from an insurance company authorized to write the designated lines of insurance in the State of Utah which will protect the Contractor and the Authority from claims for bodily injury, death or property damage, general liability claims which may arise from operations under this Agreement and which will protect Contractor from worker's compensation claims which may arise from operations under this Agreement.
 - B. The Contractor shall require its subcontractors to secure and maintain insurance from an insurance company authorized to write the designated lines of insurance in the State of Utah which will protect the subcontractor, Contractor and the Authority from claims for bodily injury, death or property damage; general liability claims, which may arise from operations under this Agreement and which will protect subcontractor from worker's compensation claims which may arise from operations under this Agreement. Subcontractor's commercial general liability and automobile liability insurance shall provide that Contractor, its parent, subsidiaries, elected and appointed officials, employees, and agents and Authority, are names as additional insureds.
 - C. The Contractor shall deliver and shall require any of its subcontractors to deliver the certificate(s) of insurance to the Authority prior to the commencement of Services under this Agreement and thereafter upon request by the Authority. Each insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without thirty (30) days advance written notice to the Authority of the intention to cancel. The commercial general liability and automobile liability policies shall provide that the Utah Transit Authority is an additional insured in connection with performance of the Services. The amounts of such insurance shall comply with the laws of the State of Utah, but in any event shall not be less than the following:
 1. Workers' Compensation and Employer's Liability Insurance shall be secured and maintained as required by the laws of the State of Utah.

2. Commercial General Liability Insurance with limits no less than a Two Million Dollar (\$2,000,000) limit per occurrence, Four Million Dollar aggregate (\$4,000,000) limit in any policy year.
3. Automobile Liability Insurance with a combined single limit of Two Million Dollars (\$2,000,000) which could include a combination of primary auto liability insurance and excess liability insurance totaling \$2,000,000 and which must include statutory no-fault benefits, with the exception of no-fault medical benefits which will be in the amount of Five Thousand Dollars (\$5,000).

7. Indemnification.

- A. The Contractor shall indemnify, defend and hold harmless the Authority and its trustees, officers, employees, agents and funding parties (collectively the "Indemnified Parties") from and against any loss, damage, injury, liability, suits, costs, proceedings and other claims (hereinafter collectively referred to as "Claims") arising out of the performance of this Agreement or which are caused in whole or in part by the acts, omissions, failure to act, or negligence of the Contractor or any of its officers, employees, subcontractors, agents or volunteers. The Contractor's obligations under this Paragraph 7 shall not apply to any Claims that arise out of the sole negligence of an Indemnified Party.
- B. Contractor shall defend all suits brought with respect to a Claim and shall pay all incidental costs and expenses, including attorneys' fees. However, the Indemnified Parties shall have the option to participate in the defense of any such suit in which the Indemnified Party perceives that its interests are not being protected by the Contractor or where the Contractor believes, asserts or claims that the Claim arises out of the sole negligence of the Indemnified Parties. In the latter situation, the Contractor shall immediately notify the Authority of its belief that the Claim arises out of the sole negligence of the Indemnified Parties. The participation in the defense of a Claim by an Indemnified Party does not relieve the Contractor of any obligation under this Agreement. However, if the Indemnified Party elects to retain independent counsel, the Indemnified Party shall pay the attorney's fees and costs associated with such counsel, except in cases where the Indemnified Party retains separate counsel due to a claim by Contractor that the Claim arises out of the sole negligence of the Indemnified Parties. In the latter situation, if a finding is later made that the Claim did not arise out of the sole negligence of the Indemnified Parties, then Contractor shall reimburse the Indemnified Parties for all costs and attorney's fees incurred by the Indemnified Parties.
- C. For the avoidance of doubt, the following expenses are included within above-referenced the definition of Claim:

1. Any and all audit exceptions or denials of federal reimbursement funds arising from the Contractor's violation of the terms and conditions of state and federal laws or regulations or of this Agreement; and
 2. Any and all fines, penalties, judgments, punitive damages or other losses sustained by the Authority as the direct or indirect result of the alleged violation of any federal or state law or regulation by the Contractor in the performance of the Services.
8. Maintenance of Service Records. The Contractor agrees to maintain detailed and complete records related to the Services including all reports listed in Exhibit A-1 and Exhibit C (including Exhibits C-1). Contractor shall maintain additional reports and records not listed in such exhibits as requested from time to time by the Authority.
- A. Upon request by the Authority, the Contractor shall permit the Authority or any other party designated by the Authority to reasonably review, inspect, examine and/or take possession of such original records or make copies of any records pertaining to Services performed by the Contractor under this Agreement, provided that such inspection is conducted during regular business hours. In the event that the Authority's exercise of such rights reveals that the Contractor has collected compensation in excess of that properly due under this Agreement, the Contractor shall immediately refund all amounts in excess of that due under this Agreement.
 - B. The Contractor shall deliver to the Authority all original records specific to service delivery customer concerns on an annual basis, and vehicle maintenance records with the return of all Authority provided vehicles. The Contractors shall maintain the required records under this Paragraph 8 for a period of no less than ten (10) years following the expiration or termination of this Agreement. In the event this Agreement is terminated for any reason, the Authority shall have the right, at its option, to take possession of all original records Contractor is required to keep under this Paragraph 8(B). No records will be disposed of without the Authority's approval, and the Authority will be entitled to all records regarding passenger information or Services provided under this Agreement at any time.
 - C. The Contractor agrees to not use the names and addresses of riders for mailings of any kind nor to make presentations, place advertisements or otherwise promote the Authority's service without the prior written consent of the Authority.
 - D. The Contractor agrees to maintain confidentiality of any information regarding all riders, and all Services provided to riders and protect this information from the public. The Contractor will not share even for view, information listed on the Driver's manifest without the approval of the Authority.
9. Service Complaint Procedures. The Contractor understands and acknowledges that the Authority has established a complaint procedure available to all applicants and recipients of the Services, and the Contractor hereby agrees to cooperate in informing all such

applicants and/or service recipients of their right to file formal complaints through this procedure, in accordance with the provisions set forth in paragraph 9.6 of the "Scope of Work/Minimum Requirements" set forth in Exhibit B. Contractor will be responsible for researching complaints, notifying the customer of the findings and providing written responses in UTA's customer complaint system and notifying the Authority of the findings.

10. Reporting of Accidents or Incidents. Contractor shall immediately report to the Authority all incidents or accidents that are investigated by a local authority having jurisdiction. The Contractor will report these incidents or accidents by first calling the Authority's Radio Control Center at (801) 287-2857, then by following the instructions as listed in Exhibit B, Scope of Services, paragraph 9.7, and by completing the Authority's Incident/Accident Report Form as shown in Exhibit C-2. The Contractor shall also comply with the Authority's Drug and Alcohol policy as it relates to post accident testing (Exhibits F).
11. Assignment and Subcontracting. The Authority may assign and delegate any and all rights and responsibilities of the Authority under this Agreement by providing thirty (30) days written notice to the Contractor. In the event that the Authority assigns some or all of its rights to receive the Services, the Authority shall be responsible for ensuring that its assignee or assignees comply with all of the terms and provisions of this Agreement and, notwithstanding any such assignment, the Authority shall be liable for any breach or default hereof. The Contractor's responsibilities under this Agreement will not be affected by any such assignment by the Authority. The Contractor shall not be permitted to assign any rights or responsibilities stemming from this Agreement without the written consent of the Authority. The Contractor agrees not to subcontract any of the Services without the advanced written consent of the Authority which shall not be unreasonably withheld. In the event that the Contractor assigns or subcontracts some or all of the Services, the Contractor shall be responsible for ensuring that its assignee(s) or subcontractor(s) comply with all of the terms and provisions of this Agreement and, notwithstanding any such assignment or subcontract, Contractor shall be liable for any breach or default hereof. Transportation provided under the State of Utah Division of Services for People with Disabilities may not be subcontracted under this Agreement.
12. Contractor's Compliance with Applicable Laws and Regulations. In the performance of the Services, Contractor hereby agrees, covenants and warrants to strictly comply with all applicable federal, state and local laws, regulations, rules, orders and ordinances including, without limitation the federal requirements set forth in Exhibit M.
13. Representations and Warranties of Contractor. In conjunction with the Services, the Contractor makes the following representations and warranties:
 - A. Neither the Contractor nor any principal of the Contractor is on the U.S. Comptroller General's consolidated list of persons or firms currently debarred from, declared ineligible or voluntarily excluded from participation in or with respect to public contracts.

- B. 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 the Contractor, any fee, commission percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement.
14. Prohibited Interests. No member or officer of the Authority during their tenure of employment, and for a period of one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
15. Implementation of Substance Abuse Policy. The Contractor agrees to implement a substance abuse program applicable to all of the Contractor's employees (and employees of any subcontractors properly retained by the Contractor) who perform safety sensitive functions under this Agreement. The substance abuse policy implemented by the Contractor shall comply with the Authority's Drug and Alcohol Policy Statement attached hereto as Exhibit F and with federal law and applicable regulations and policies promulgated by the Authority and the Federal Transit Administration. The Authority shall have the right to review and approve the Contractor's substance abuse policy and the Authority may require that modifications be made to any portions of the Contractor's substance abuse policy that the Authority deems to be inadequate. The obligation specified in this Paragraph 15 shall obligate Contractor to:
- A. Develop a policy statement on substance abuse in the workplace and distribute such policy statement to all of Contractor's employees (and employees of any subcontractors properly retained by the Contractor).
- B. Institute an on-going employee and supervisor education and training program regarding substance abuse. Contractor agrees to participate in any training mandated by the Authority.
- C. Institute a drug and alcohol testing program, including random testing, for employees and applicants for employment in safety sensitive positions. Program must be approved by the Authority.
- D. Institute administrative action for record keeping, reporting, and release of information, certification of compliance, and requesting waivers. Program must be approved by the Authority.
16. Training Required for the Contractor's Employees. The Contractor agrees to provide sufficient training for all the Contractor employees who will operate vehicles under the terms of this Agreement. The training program to be implemented by the Contractor shall meet the standards and procedures currently implemented by the Authority in the training of the Authority's own drivers. The Contractor shall submit a proposed training program to the Authority prior to the commencement of the Contractor's Services under this Agreement. The proposed training program shall describe the length of classroom and on-

road training, topics covered, training materials, qualifications of trainers, all of which shall account for the Americans with Disabilities Act which mandates driver training through proficiency. The Authority shall have the right to approve or disapprove of the program proposed by the Contractor in the Authority's sole discretion. Unless otherwise expressly stated in this Paragraph 16, all costs of training required for the Contractor's employees shall be borne by the Contractor. In the event that the Authority judges the Contractor's driver training efforts to be substandard, the Contractor agrees to require its drivers to attend supplementary training to be conducted by the Authority or by another organization approved by the Authority. In addition to the standard driver training program to be implemented by the Contractor as provided in this Paragraph 16, the Contractor further agrees as follows:

- A. The Contractor shall require all of its driver trainers to attend training workshops and information meetings that will be sponsored or approved by the Authority. The purpose of such workshops and meetings shall be to assure that all of the Contractor's trainers have a thorough knowledge of driver training techniques and materials, ADA-focused rider assistance and communication methods, wheelchair securement, and the Authority's rules and procedures.
- B. If requested to do so by the Authority, the Contractor shall require its drivers to attend a driver customer awareness training session sponsored or approved by the Authority. Costs of compensation for the vehicle operators or transportation costs incurred in the course of attending training sessions shall be borne by the Contractor. The costs incurred to provide facilities and staff to conduct said training sessions shall be the responsibility of the Authority.
- C. The Contractor agrees to implement an on-the-road driver supervision program to monitor individual driver performance, particularly in the areas of rider assistance, sensitivity, safety and defensive driving. The Contractor's plan for fulfilling this requirement, including procedures to be used and the frequency of the monitoring shall be submitted to the Authority for approval. The Contractor shall submit a summary of these on-the-road monitoring efforts on a monthly basis.
- D. The Contractor agrees to remove or suspend drivers or prospective drivers from the Authority's service upon a reasonable request from the Authority, providing that the request is made in writing (unless an immediate threat is identified by the Authority, at which verbal notification will be considered reasonable with a written follow-up) specifying the reasons(s) for the action. The Authority agrees to make such requests on a good faith basis. The Contractor shall immediately suspend from the Authority's service any drivers who engages in inappropriate or illegal behavior, drivers who fail to properly and safely operate accessibility equipment, or fail to properly use securement devices and restraining belts for riders using a wheelchair, according to the provisions set forth in Paragraph 9.6 of Exhibit B and paragraphs 2.3 and 2.4 of Exhibit D. The Contractor and the Authority shall mutually agree on the length of time that a driver is suspended for major infractions of the Authority's policies and procedures however, this shall not be construed as

to limiting Contractor from terminating employees for major infractions of the Authority's policies and procedures.

- E. The Contractor shall not employ or continue the employment of any drivers whose records indicate a potential risk to the customers of the Authority. The Contractor shall research the driving record and BCI level criminal history record of all prospective employees providing service under this Agreement and have the findings available to the Authority upon request. Driving records shall be reinvestigated annually which will be conducted by the Authority upon receipt of driver information. The Contractor must provide the Authority with a list of drivers, driver's license number for annual driving record annually by June 1st. The Contractor must immediately remove drivers from service whose driving records indicate they do not hold a valid driver's license.
17. Outreach. The Contractor agrees to participate in all outreach programs including, but not limited to, monthly contractor and CAT (Committee on Accessible Transportation) meetings, agency site visits, passenger behavior meetings, town meetings held and conducted in the service area by the Authority. The cost incurred for staff attendance shall be borne by the Contractor. The Contractor agrees to respond to Emergency Preparedness training, and comply with UTA's commitment to emergency disaster response as requested by the Authority.
18. Emergency Preparedness Plan. The Authority recognizes the importance of an emergency preparedness and so it has developed an Emergency Preparedness Plan. The Contractor must have an Emergency Preparedness Plan and submit it with their Proposal.
19. Use of Vehicles by Contractor.
- A. In the performance of the Services, the Contractor will use the vehicles listed in Exhibit B-3 which will be provided to the Contractor by the Authority.
- B. The Contractor hereby agrees to maintain all vehicles to be used pursuant to this Agreement according to the provisions of Exhibit D and to perform preventive maintenance and prepare maintenance reports as set forth therein.
- C. The Contractor agrees that, upon request and without delay, it will permit the Authority and/or its designated representatives to make both scheduled and unscheduled inspections of any vehicles used by the Contractor in providing Services under the terms of this Agreement.
- D. The Contractor hereby warrants that when vehicles are being utilized to fulfill the Contractor's obligations under the terms of this Agreement, such vehicles shall be used solely for that purpose and no other, except that dedicated vehicles in shared-ride service may provide simultaneous service to other clients with the written consent of the Authority provided that costs of such Services are prorated in accordance with the provisions set forth in Exhibit A.

20. Contractor's Obligations Regarding Passengers Other Than The Authority's Passengers. If approved by the Authority, the Contractor is responsible for having its drivers indicate on the Authority's vehicle manifests and charge slips information about trips provided for non-Authority riders as set forth in Exhibit C of this Agreement. Failure to report non-Authority service will be grounds for forfeiture of the Contractor's right to reimbursement for all vehicle time documented on the offending record.
21. Submission of Trip Records by Contractor. The Contractor agrees that it will submit trip records according to the specifications set forth in Exhibit C-1. Failure to manually and electronically record the correct arrival time and departure time for both pick-up and drop-off for each stop/trip, appropriate information for stop/trips not provided for various reasons (no show,), the correct fare payment (including marking Medicaid trips with the correct Medicaid ID number) shall be a sufficient basis for a pro-rated reduction in payments to the Contractor.
22. Governing Law. The laws and regulations of the State of Utah shall govern this Agreement as they may from time to time be in effect.
23. Entire Agreement. This Agreement expresses the entire understanding of the parties hereto with respect to the subject matter hereof and there is no understanding, agreement, representation or warranty expressed or implied, oral or written in any way limiting, extending or relating to the provisions hereof. No subsequent amendment limiting, extending or relating to the provisions hereof shall be valid unless in writing and signed by duly authorized representatives of the parties hereto.
24. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; acts of the Government; war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; or a rational act or omission by the other party, when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of, the party not performing.
25. Incorporation. This Agreement in its entirety consists of these general terms and condition, consisting of twenty-five (25) paragraphs, eighteen (18) exhibits, and eight (8) attachments, all of which are incorporated herein and made a part hereof by this reference. The exhibits and attachments of this Agreement are as follows:

Exhibit A:	Terms of Compensation
Exhibit A-1:	Service Standards and Payment Adjustments
Exhibit B:	Scope of Services
Exhibit B-1:	Tooele Service Days and Hours
Exhibit B-2:	Not Used

Contract 16-1951PP
Flex Route Deviation Transportation Services and
On-Demand Accessible Shared Ride Services

- Exhibit B-3: Tooele Service Area Project Vehicles
- Exhibit B-5: Spill Response & Reporting Standard Operating Procedures
- Exhibit B-6: Engine Idling Standard Operating Procedures
- Exhibit C: Accident/Incident Reporting Forms
- Exhibit C-1: Route Deviation Manifest and Reports
- Exhibit D: Vehicle Maintenance Procedures
- Exhibit E: The Authority's Equal Employment Opportunity Policy
- Exhibit F: UTA Drug and Alcohol Policy Statement
- Exhibit G: Monthly Operating Report Form
- Exhibit H: National Transit Database Report Form
- Exhibit I: Service Concern Form
- Exhibit J: Radio Cancellation Log
- Exhibit K: Service Point and Community Access SOP
- Exhibit L: UTA Liquidated Damages Form
- Exhibit M: FTA Standard Contract Terms

- Attachment A: Affirmative Action and Disadvantaged Business Enterprise Statement
- Attachment A-1: Disadvantaged Business Enterprise Participation Form
- Attachment A-2: Letters of Intent to Subcontract with DBE Firms
- Attachment A-3: Good Faith Efforts Documentation Form
- Attachment B: Buy America Certificate
- Attachment C: Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion from Transactions Financed in Part by the U.S. Government
- Attachment D: Certification of Restrictions on Lobbying
- Attachment E: Cargo Preference - Use of United States-Flag Vessels

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

**TOOELE COUNTY
AGING SERVICES:**

By: 
Name: Sherrie Anstrom
Title: Aging Services Director

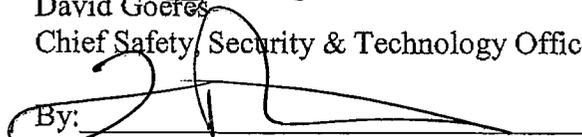
Approved as to Form


UTA Legal Counsel

UTAH TRANSIT AUTHORITY

By: 
~~Jerry R. Benson~~ Robert K. Bites
Acting President/CEO

By: 
David Goefes
Chief Safety, Security & Technology Office

By: 
Todd Provost
VP of Opns, Capital & Assets

TOOELE COUNTY AGING SERVICES – PRICE PROPOSAL OPTION 2: FLEX ROUTE DEVIATION TRANSPORTATION SERVICES WITH REVISIONS

Note: The separate pricing will include Support Services office space that will accommodate drivers, ability to maintain constant voice contact with all in service drivers, Road support personnel, Dispatch/Scheduling personnel, data recording and data retention capabilities. There will also be a requirement for Vehicle maintenance compliance activities to insure UTA’s assets are kept to the highest standards as outlined further in the RFP document.

Compensation to the Contractor as detailed under Paragraph 5 of the Flex Route Deviation Transportation Services Agreement (RFP Part IV Sample Contract), shall be based upon an **amount per revenue vehicle service hour plus a fixed monthly rate** during the term of the Agreement. The revenue vehicle service hours should be based upon billable hours to the Authority considered to be from pull out to pull in including any layover time. A revenue vehicle service hour shall exclude fueling, all driver rest and lunch breaks, training, road tests, vehicle breakdowns, and deadhead.

1. Fixed Fees Itemized

ITEM	2017 Fixed Price	2018 Fixed Price	2019 Fixed Price	2020 Fixed Price	2021 Fixed Price
a. Building Rent	1,500	1,500	1,500	1,500	1,500
b. Support Services	1,500	1,545	1,591	1,639	1,688
c. Mobility Manager	0	0	3,618	3,727	3,839
d. UTA Lead Worker	1,100	1,133	2,382	2,454	2,528
TOTAL MONTHLY FIXED	\$4,100	\$4,178	\$9,091	\$9,320	\$9,555

2. Dedicated Vehicles Operated with Authority-Provided Vehicles

Dedicated vehicle service, utilizing vehicles provided by the Authority, shall be provided at a per vehicle hour rate. Revenue service hours are billable to the Authority from pull out to pull in. The hourly rates for dedicated vehicles service are as follows:

	Tooele Service Area <u>Hourly Rate</u>
Year 1: January 1, 2017 through December 31, 2018	\$ <u>41.96</u>
Year 2: January 1, 2018 through December 31, 2019	\$ <u>43.22</u>
Year 3: January 1, 2019 through December 31, 2020	\$ <u>44.52</u>
Year 4: January 1, 2020 through December 31, 2021	\$ <u>45.86</u>
Year 5: January 1, 2021 through December 31, 2022	\$ <u>47.24</u>

TOOELE COUNTY AGING SERVICES – PRICE PROPOSAL
DETAILED BREAKDOWN OF COSTS
OPTION 2 – FLEX ROUTE DEVIATION TRANSPORTATION SERVICES
WITH REVISIONS

1. Fixed Fees Itemized

a. **Building Rent:** Our Transportation Department has a large office space for our Mobility Manager, Lead Worker, Scheduling and Dispatch, Maintenance Crew, and Drivers. There is also a conference room and a break room. The fixed price for this new and large area is \$1,500 for 2017. This rate will remain the same for the 5 years of the contract.

b. **Support Services:** These charges include utilities, IT Support, Aging management and accounting support, etc. The fixed monthly price for 2017 is \$1,500, with a 3% estimated increase each year.

c. **Mobility Manager:** Our Mobility Manager's salary is currently covered at 100% for 2017 and 2018 through an FTA 5310 Grant. UTA will apply for the 5310 Grant for years 2019-2021, thus 50% of the Mobility Manager's salary is charged to this Flex Route, and the other 50% is being charged to the On-Demand Program. This salary is increased 3% each year to cover the rising cost of wages and benefits.

d. **UTA Lead Worker:** One half of our UTA Lead Worker's salary is covered by our FTA Grant for the years 2017 and 2018. Of the salary half remaining, it is split between the On-Demand Accessible Ride Services and the Flex Route Deviation Services. For the years 2017 and 2018, one-fourth of the lead worker's salary and benefits are charged to this Flex Route Service. For the years 2019 through 2021, 50% of her salary is charged to this program, with a 3% increase each year to cover the increased cost of wages and benefits.

2. Dedicated Vehicles Operated with Authority-Provided Vehicles

The hourly rates for dedicated vehicles includes vehicle maintenance and insurance costs, as well as the salaries and benefits of two 40-hour full time drivers, two 32-hour drivers, and two part-time backup drivers. This cost also includes 50% of the salaries and benefits cost of the maintenance employee. This hourly rate is increased at an estimated rate of 3% per year.

SCOPE OF WORK/SERVICES

1. **FLEX ROUTE DEVIATION TRANSPORTATION SERVICES:** UTA seeks a contractor to provide the Flex Route Deviation Services in three (3) cities of Tooele County. The Contractor is expected to procure a facility capable of operating and maintaining services as identified in this RFP. The Contractor may choose to store buses overnight at the UTA facility located at 90 South Garnet Street, Suite 2, building 659, Tooele, UT. The Contractor will be expected to assess path of travel from an origin or destination to the Authority's route deviation set forth in "Exhibit K, Service Point and Community Access Form". The Authority will award the contract for Route Deviation Service based on the best overall value proposed to the Authority.

Tooele Area

UTA began operating route deviation services in Tooele, Stansbury Park and Grantsville in September 2009. Currently there are three (3) routes being scheduled during regular weekdays. Route F400, F401, and F402. Total miles traveled in 2015 for the route F400 were 44,459 for a monthly average of 4,445 total miles. Total monthly ridership is 9,049. Average monthly ridership is 904 unlinked passenger trips. Total miles traveled in 2015 for the route F401 through August were 58,814 for a monthly average of 5881. Beginning September F401 runs only 2 trips in the am/pm peak and interlines with the F402. With an average of 100 riders per month. For route F402, weekday service began Sept. 2015. Total miles traveled were 2,456, with monthly average of 1228. 705 passenger trips were provided with an average of 352 unlinked passenger trips. Weekday service and no service on UTA recognized holidays is currently being operated.

Holiday services

A yearly Holiday service calendar will be provided to the contractor outlining when no Transportation services will be provided in conjunction with other UTA services. The following is a list of holiday's UTA operates no community transportation services. This list is informational and could change year to year.

New Year's Day

Thanksgiving Day

Christmas Day

The Authority MAY provide the contractor(s) with four (4) accessible vehicles and one (1) passenger van to support the Tooele County Service or the contractor(s) may provide their own vehicles. A list of the UTA vehicles is included as Exhibits B-3 of the Sample Agreement in Part IV of this RFP. If the vehicles are provided, these vehicles are to be used by the contractor(s) only in the provision of services identified in this RFP. The vehicles that may be provided by the Authority will be kept in the custody and control of the contractor(s) during the contract term, and

Contract 16-1951PP
Flex Route Deviation Transportation and
On-Demand Accessible Shared Ride Services

the contractor(s) will be solely responsible for all repairs, maintenance, preventative maintenance and other work with respect to such vehicles.

The Authority will provide one computer. Additional computers must be provided by the Contractor. The Contractor must also provide high speed internet capable of connecting to the Authority through a VPN and Citrix Server, a printer capable of printing daily manifests, and a fax machine. The Contractor must have UTA's approval to use additional software, and if requested by the Authority, must provide the Authority access and right of usage to the Authority of Contractor provided software. The Authority will provide the following software programs:

- Trapeze Paratransit
- Trapeze Reports
- UTA Customer Complaint
- UTA SARA (community assessment program)
- UTA Radio Log
- UTA radio communication and UTA farebox for Route Deviation vehicles
- Various excel documents for tracking purposes
- UTA Lost and Found

If the vehicles set forth in Exhibits B-3 are provided they will be replaced by the Authority from time to time according to the Authority's schedule for vehicle retirement and replacement.

Maintenance with respect to all vehicles (including the vehicles set forth in Exhibits B-3 and other vehicles provided by the contractor(s)) will be the responsibility of the Contractor(s). This includes the cost of any and all replacement components and parts. Maintenance will be performed in a good and workmanlike manner and according to the standards set forth in the "Vehicle Maintenance Procedures" attachment to this RFP, Exhibit D. Maintenance will also be performed consistent with any manufacture recommendations, preventative maintenance recommendations and industry standards, and with other recommendations that the Authority may reasonably direct the contractor(s) to implement during the term of the contract. The cost of all maintenance will be borne by the contractor(s) and factored into the hourly dedicated vehicle charge proposed by the contractor(s).

The base contractual reimbursement rate will exclude fuel costs which will be paid for by the Authority and be on a per dedicated vehicle hour basis. As further specified herein, the Authority intends to provide each service area with the following:

1. The Authority will process all complaints at a central location. Contractor will be responsible for researching complaints, notifying the customer of the findings and providing written responses (entered into UTA's customer concerns software) to the Authority of the findings.
2. The Authority will provide a customer support staff member for mediation of issues.

Contract 16-1951PP
Flex Route Deviation Transportation and
On-Demand Accessible Shared Ride Services

3. The Authority will provide an ADA compliance staff member for mediation of issues and ADA compliance guidance.
4. Hardware: One (1) computer
5. Software: Trapeze Para and reports, Customer Concerns, Radio Log, SARA, Lost & Found, Excel Documents for Tracking, UTA Radio Communication (may be via cell phone), UTA farebox.

The Authority intends to perform all reservation and scheduling work relative to the Route Deviation Services with the Authority's own forces. The proposal for Route Deviation Service should therefore assume that the Contractor(s) will receive predetermined routes and schedules from the Authority.

2. ON-DEMAND ACCESSIBLE SHARED RIDE SERVICES

This is a new service and the Authority may choose to operate this service as follows:

Riders may request trips seven (7) day advance notice up to two (2) hours' notice, within Tooele City, Grantsville, and Stansbury Park. Dedicated vehicles operating between 7:00 A.M. and 7:00 P.M. with only weekday services and no service on UTA recognized holidays. The Authority will award the contract for On-Demand Accessible Shared Ride Services based on the best overall value proposed to the Authority.

Tooele Area

UTA currently operates three (3) Flex Route Deviation services and three (3) Commuter Bus services in Tooele, Stansbury Park and Grantsville cities, during regular weekdays. Routes F400, F401, and F402 and Routes 451, 453 and 454.

Holiday services

A yearly Holiday service calendar will be provided to the contractor outlining when no Transportation services will be provided in conjunction with other UTA services. The following is a list of holiday's UTA operates no community transportation services. This list is informational and could change year to year.

New Year's Day
Memorial Day
Independence Day
Thanksgiving Day
Christmas Day

The Contractor must also provide high speed internet capable of connecting to the Authority through a VPN and Citrix Server, a printer capable of printing daily manifests, and a fax machine. The Contractor must have UTA's approval to use additional software, and if requested by the

Contract 16-1951PP
Flex Route Deviation Transportation and
On-Demand Accessible Shared Ride Services

Authority, must provide the Authority access and right of usage to the Authority for Contractor provided software. The Authority will provide the following software programs:

- UTA Customer Complaint processes
- RidePilot Scheduling/Dispatching software (UTA sponsored open source software) and reporting capabilities
- Various excel documents for tracking purposes

Contractor to bid services using 3 small accessible vehicles and 2 non accessible passenger vehicles. If UTA vehicles are used during the course of this contract, they will be replaced by the Authority from time to time according to the Authority's schedule for vehicle retirement and replacement. If contractor owned vehicles are used during the course of this contract a replacement cycle schedule will be included as part of the RFP and contract.

Maintenance with respect to all vehicles and vehicles provided by the contractor(s)) will be the responsibility of the Contractor(s). This includes the cost of any and all replacement components and parts. Maintenance will be performed in a good and workmanlike manner and according to the standards set forth in the "Vehicle Maintenance Procedures" attachment to this RFP as Exhibit D. Maintenance will also be performed consistent with any manufacture recommendations, preventative maintenance recommendations and industry standards, and with other recommendations that the Authority may reasonably direct the contractor(s) to implement during the term of the contract. The cost of all maintenance will be borne by the contractor(s) and factored into the hourly dedicated vehicle charge proposed by the contractor(s).

By this procurement, the Authority intends to enter into a one (1) year contract with the option for four (4) additional one (1) year consecutive agreements with a contractor to operate On-Demand shared ride services on behalf of the Authority in Tooele County. The base contractual reimbursement rate will exclude fuel costs which will be paid for by the Authority and be on a per dedicated vehicle hour basis. As further specified herein, the Authority intends to provide each service area with the following:

1. The Authority will provide customer service outreach standards and expectations including a flow chart to ensure the Contractor will be responsible for researching complaints, notifying the customer of the findings and providing written responses (entered into a UTA's approved software system) findings.
2. The Authority will provide a customer support staff member for mediation of issues.
3. Software: RidePilot Scheduling, reporting and/or Excel Documents for tracking Customer Concerns, Service productivity goals and measurements, Vehicle, Driver compliances or any future identified reporting requirement, put into writing by the Authority.

Contract 16-1951PP
Flex Route Deviation Transportation and
On-Demand Accessible Shared Ride Services

The contractor will perform all reservation and scheduling work relative to the **On Demand Accessible Shared Ride Service** requests. Trip scheduling requests will be available from 7 days up to 2 hours in advance *during regular business hours* before requested trip. The driver's and any support staff availability schedules will be based on the community's needs and service demands. Any shift changes which could include adding days of the week, including holidays, adding more service hours will be implemented upon fifteen (15) days written notice from the Authority.

The initial start of services under this agreement will provide be Monday-Friday 7:00 AM to 7:00 PM, with no UTA recognized holiday or weekend service requirements.

The intent of the service is to seek trip solutions by maximizing the available resources of vehicles, and driver's to assist with each community's transportation needs. Combining trips for a shared ride experience, and negotiating scheduled pick up times to allow more rides is an expectation. Tracking of unmet needs and all cancellations performed be each customer will be part of the data collection.



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
David Hancock, Director of Asset Management

BOARD MEETING DATE: December 18, 2019

SUBJECT:	On-Call Maintenance Contract Extension (Stacy & Witbeck Inc.)
AGENDA ITEM TYPE:	Expense Contract Change Order
RECOMMENDATION:	Approve one-year contract extension and authorize Executive Director to execute the contract with Stacy & Witbeck, Inc (SWI) in an amount not to exceed \$5,750,000 for 2020 state of good repair projects.
BACKGROUND:	SWI is a current contractor for on-call maintenance. The original 3-year contract was effective January 1, 2017 and is set to expire on December 31, 2019. The current contract allows for two 1-year extensions.
DISCUSSION:	<p>UTA Staff is requesting a one-year extension of the existing contract to assist with 2020 state of good repair projects. Work for each individual project will be performed under a task order to the contract. UTA and SWI will agree on scope and cost before beginning work on any project. The cost of each task order will be negotiated, and an independent cost estimate will be generated for each task order. Each of the following projects are targeted for completion in 2020 and are identified in the tentative budget:</p> <ul style="list-style-type: none">• Curve replacement in embedded track work on South Temple and Main Street• Grade Crossing rehabilitation and replacement• Overhead catenary system (OCS) rehabilitation and replacement• Rail rehabilitation and replacement• Ballast and tie replacement• Traction power rehab and replacement• Non-Budgeted Emergency Work as Needed <p>These projects are critical to maintaining UTA’s rail-related infrastructure in a state of good repair.</p>

CONTRACT SUMMARY:	Contractor Name: Stacy & Witbeck, Inc.	
	Contract Number:16-846TP	Existing Contract Value: \$31,315,184.11
	Base Contract Effective Dates: January 1, 2017 through December 31, 2019	Extended Contract Dates: January 1, 2020 through December 31, 2020
	Amendment Amount: \$5,750,000.00	New/Total Amount Contract Value: \$37,065,184.11
	Procurement Method: RFP best value modification	Funding Sources: SGR and Capital Projects 2020 Budget
ALTERNATIVES:	Due to the complicated nature and operational constraints associated with maintenance and state of good repair projects, other alternative methods would put UTA at risk of not maintaining assets in a state of good repair and therefore not meet federal safety rules and regulations.	
FISCAL IMPACT:	Funding for these projects is in the tentative 2020 budget	
ATTACHMENTS:	<ol style="list-style-type: none"> 1) Amendment 1 to SWI Contract 2) Original Contract 	

**AMENDMENT NUMBER ONE
TO CONTRACT UT-16-1846TP**

This Modification Number One to Contract 16-1846TP is entered into and made effective as of the date of the last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah, (hereinafter “UTA”) and Stacy and Witbeck, Inc. (“Contractor”).

RECITALS

WHEREAS, on December 30, 2016 UTA entered into a contract agreement to perform pre-construction services, construction management, and construction for a variety of maintenance tasks on UTA’s transit system from January 1, 2017 through December 31, 2019; and

WHEREAS, the term of the Agreement was for a two-year period with an option to exercise two (2) additional one (1) year terms; and

WHEREAS, UTA now desires to exercise the option period four 2020; and

WHEREAS, UTA and the Contractor now desire to amend the Agreement as set forth herein.

AGREEMENT

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

1. Term: The term of the Agreement shall be extended for a period commencing on January 1, 2020 and continuing for an additional 12 months ending on December 31, 2020 for a total period of performance of one (1) additional year.

2. Consideration and Payment:

A. Pre-Construction and Construction Management Fees:

	Contract Year One – 2017	Contract Year Two - 2018	Contract Year Three - 2019	Contract Year Four - 2020	Contract Year Five - 2021
Project Manager	\$103.00	\$107.00	\$112.00	\$116.00	\$120.00
Construction Manager	\$116.00	\$121.00	\$126.00	\$131.00	\$136.00

Payment will be based on actual hours expended (except that no more than 8 hours per day will be charged regardless of the hours worked on that day, nor more than 49 hours per week will be

charged, regardless of the hours worked that week), plus appropriate and authorized direct expense. UTA anticipates needing the PM and CM on a full-time basis, but that is not guaranteed.

B. Unit Pricing for Typical Tasks:

	<u>Unit</u>
<u>Item 1: Ballasted Grade Crossing Replacement</u> Includes complete removal and replacement of grade crossing panels, ties, clips and ballast. Also includes subgrade rework & compaction, track alignment, track tamping and regulating, concrete and/or asphalt paving between tracks if applicable and within 5 feet of roadway tie-in. (See drawing included as an Exhibit to the RFP)	\$ 308.00/LF
<u>Item 2: Tubbed Grade Crossing Replacement</u> Includes complete removal and replacement of crossing tubs and infill panels, boot, rat slab, end restraints (if applicable), subgrade rework and compaction. Also includes track cutting and rewelding and alignment, asphalt and/or concrete paving between tracks if applicable and within 5 feet of roadway tie-in. (See drawing included as an Exhibit to the RFP)	\$ 410.00/LF
<u>Item 3: Embedded (Cast in place) Grade Crossing Replacement</u> Includes complete removal and replacement of embedded concrete, boot, ties, clips, subgrade rework and compaction. Also includes rail cutting and re-welding (if needed), track re-alignment, concrete and/or asphalt paving between tracks if applicable and within 5 feet of roadway tie-in (See drawing included as an Exhibit to the RFP)	\$ 425.00/LF
<u>Item 4: Platform Deck and Tactile Replacement without Snowmelt</u> Remove and replace concrete within 5' from edge of platform. Placing new tactile on edge of platform. Rebar to be tied into existing platform stem wall and placed on 12' centers. Match existing saw cut lines and seal all saw cuts and joints.	\$ 197.00/LF
<u>Item 5: Platform Deck and Tactile Replacement with Snowmelt</u> Remove and replace concrete within 5' from edge of platform. Placing new tactile on edge of platform. Rebar to be embedded (8" min embedment) into existing platform stem wall and placed on 18" centers. Assume #4 rebar and HIT RE 500 Epoxy. Match existing saw cut lines and seal all saw cuts and joints. Install snow melt cables between 2 and 3 inches beneath finished concrete and tie into existing snowmelt system. (See drawing included as an Exhibit to the RFP)	N/A
<u>Item 6: Pedestrian Tactile Replacement in Concrete Sidewalk</u>	

Remove and replace ADA tactile in concrete sidewalk or ramp with up to 20SF of 4" sidewalk and curb and gutter tie-in on each side of tactile.	\$ 23.00/SF
<u>Item 7: Track Tamping Excluding Tamping Equipment</u> Supply of tamping operator and ballast rock to lift, tamp, realign, fix super elevation, and regulate track. UTA to supply tamper. Contractor to supply all other equipment and material.	\$ 5.00/LF
<u>Item 8: Ballast Renewal/Replacement</u> Remove and replace/renew ballast rock. Assume 1' of new rock placed and 1' of old rock removed.	\$ 50.00/LF
<u>Item 9: Grade Crossing Asphalt Replacement</u> Mill and replace up to 5" of Asphalt pavement.	\$ 203.00/Ton
<u>Item 10: Concrete Sidewalk Replacement</u> Remove and Replace concrete sidewalk 4" thick.	\$ 10.00/SF
<u>Item 11: Concrete Curb and Gutter Replacement</u> Remove and replace concrete curb and gutter. UDOT standard Type B1	\$ 31.00/LF

C. Fixed Construction Fee: 5.25%

3. Other Terms Remain in Effect: Except to the extent expressly modified by the Modification One, all terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed and delivered the Agreement as to the date written above.

STACY AND WITBECK:


 Name


 Title

Approved as to Form and Content:

 Michael Bell
 Assistant Attorney General
 UTA Counsel

UTAH TRANSIT AUTHORITY:

 Carolyn M. Gonot
 Executive Director

 Eddie Cumins
 Chief Operating Officer

 David Hancock
 Director of Asset Management

RFP/Contract No. 16-1846TP

**ON-CALL
MAINTENANCE CONTRACT**

**UTAH TRANSIT AUTHORITY
669 WEST 200 SOUTH
SALT LAKE CITY, UT 84101**

**ON-CALL MAINTENANCE CONTRACT
TABLE OF CONTENTS**

1.0	Definitions.....	1
2.0	Description of Services	2
3.0	Order of Precedence.....	2
4.0	Term and Schedule	3
4.1	Notice to Proceed	3
4.2	Substantial Completion	3
4.3	Revenue Operations	3
4.4	Final Acceptance.....	3
4.5	Delays.....	4
5.0	Compensation and payment.....	4
5.1	Compensation for Pre-Construction Services and Construction Management.....	4
5.2	Compensation for Tasks.....	5
5.3	Retention	5
5.4	Sales Tax	5
6.0	Contract Changes	5
7.0	Subcontracting	5
7.1	Approval of Subcontractors	6
7.2	Competitive Bids.....	6
7.3	Relationship between UTA and Subcontractors	6
7.4	Payment Type.....	6
8.0	Invoicing Procedures and Records.....	6
9.0	Bonds	6
9.1	Performance Bond.....	6
9.2	Labor and Material Payment Bond	7
10.0	Key Personnel	7
11.0	Information, Records, and Reports	8
12.0	Findings Confidential.....	8
13.0	Insurance.....	9
13.1	Insurance Coverages.....	9
13.2	General Insurance Requirements.....	11
13.3	Commencement of Work.....	13
13.4	UTA's Right to Remedy Breach by the Contractor	14
14.0	Notices or Demands.....	14
15.0	Contract Administrator	14
16.0	No Third Party Beneficiaries	14
17.0	Survival.....	14
18.0	Independent Contractor.....	15
19.0	Disputes.....	15

EXHIBIT A – Form of Task Order

EXHIBIT B – General Conditions

EXHIBIT C – Contractor's Pricing Sheet

EXHIBIT D – Required Federal Clauses

ON-CALL MAINTENANCE CONTRACT

This On-Call Maintenance Contract ("Contract") is entered into this 30th day of December, 2016, by and between Utah Transit Authority ("Utah Transit Authority" or "UTA"), a public transit district organized under the laws of the State of Utah, and Stacy and Witbeck, Inc. ("Contractor").

WITNESSETH:

WHEREAS, UTA desires to hire Contractor to perform pre-construction services, construction management, and construction for a variety of maintenance tasks on UTA's transit system (each, a "Task", and collectively, the "Project");

WHEREAS, UTA desires to hire a Contractor for a three (3) year initial term, to complete Tasks on an as-needed basis and when UTA and the Contractor are able to successfully negotiate a scope of construction services, a schedule, and a lump sum price for that Task;

WHEREAS, on September 9, 2016, UTA publicly issued a Request For Proposal ("RFP") Package Number UT 16-1846TP seeking interested parties to submit proposals to perform the work described in the RFP;

WHEREAS, upon UTA's evaluation of the Proposals received in response to the RFP by responsive, responsible Proposers, UTA did select the Contractor; and

WHEREAS, the Contractor is qualified and willing to perform the types of work set forth in the RFP.

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

1.0 DEFINITIONS

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

- A) "Change Order" means a written modification to this Contract or to an executed Task Order, the form of which will be prescribed by UTA, by which the parties must mutually agree to and evidence any addition, deletion, or variation in the work covered by this Contract or the Task Order, including, but not limited to, any increase or decrease in the monies to be paid, any change in the deliverables, any change in the schedule, or any change in the work.
- B) "Contractor's Principal-in-Charge" or "Contractor's PIC" means Ryan Memmott or his/her successor as appointed or designated in writing by the Contractor. The Contractor's PIC will serve as a counterpart to UTA's PIC and will serve as UTA's liaison to the highest levels of management of the Contractor.
- C) "Contractor's Project Manager" or "Contractor's PM" means Brian Dagsland or his/her successor as appointed or designated in writing by the Contractor. The responsibilities identified for the Contractor's PM **must not** be devolved to other

key personnel or proposed staff. Roles and responsibilities and reporting and communications relationships of the Contractor's PM may not be altered unless requested in writing and approved by UTA.

- D) "Contractor's Construction Manager" or "Contractor's CM" means Sean Furey or his/her successor as appointed or designated in writing by the Contractor. The responsibilities identified for the Contractor's CM **must not** be devolved to other key personnel or proposed staff. Roles and responsibilities and reporting and communications relationships of the Contractor's PM may not be altered unless requested in writing and approved by UTA.
- E) The "Utah Transit Authority's Principal-in-Charge" or "UTA's PIC" means Paul Edwards or his successor or designee as appointed or designated in writing by UTA.
- F) The "Utah Transit Authority's Project Manager" or "UTA's PM" means David Hancock or his successor or designee as appointed or designated in writing by UTA.

2.0 DESCRIPTION OF SERVICES

The Contractor's PM and Contractor's CM shall perform pre-construction services with respect to a wide variety of maintenance and repair tasks, as requested by UTA.

Each discrete maintenance item is referred to as a "Task." UTA and the Contractor will negotiate scope, schedule, and lump sum price for each Task, and document those and other terms, as necessary, in a written "Task Order" in substantively the same format as that attached as Exhibit A. The lump sum price for each Task shall be developed in accordance with Section 5 of this Contract and Exhibit C. Upon the execution of a Task Order, the Contractor shall perform construction management and construction services for that Task, including furnishing all the materials, appliances, tools, and labor of every kind required, and constructing and completing in the most substantial and skillful manner, the work identified in the scope of work attached as an Exhibit to that Task Order.

If UTA and the Contractor are unable to agree on the price, scope, or other terms of a Task Order, UTA shall retain the right to remove the Task from the scope of the on-call Contractor and procure the item outside this Contract.

3.0 ORDER OF PRECEDENCE

Every provision of the documents listed below is incorporated into this Contract by reference and together form one, integrated Contract. The contract documents referenced below are in descending order of precedence.

- A) Executed Task Orders;
- B) This Contract, including all exhibits hereto;
- C) Contractor's Proposal in response to the RFP; and
- D) The RFP.

In case of any ambiguity in the contract documents, the matter must be immediately submitted to UTA's PM, who will adjust the same, in his sole discretion, and his decision in relation thereto will be final and conclusive upon the parties.

If at any time UTA's PM determines that an inconsistency or conflict exists in the Contract, including inconsistencies relating to construction materials or use of equipment, UTA's PM may determine the controlling Contract requirements and instruct the Contractor to comply with such requirements. Promptly following receipt of such instructions, the Contractor shall submit its plan for compliance to UTA's PM and request a statement of no objection.

In the event that the Contractor disagrees with UTA's PM's interpretation of the Contract, the Contractor shall have the right to submit the issue to dispute resolution in accordance with the terms of this Contract, but shall in all events comply with UTA's PM's instructions pending resolution of the dispute.

4.0 TERM AND SCHEDULE

The effective date for this Contract is January 1, 2017, and the initial expiration date is December 31, 2019. The Contract may be extended for two (2) additional one (1) year terms, at UTA's sole option. If UTA elects to exercise one or both of the option terms, it will provide written notice to Contractor at least thirty (30) days prior to the expiration of the then-current term.

Each Task will have its own schedule, to be negotiated and documented in a Task Order.

4.1 Notice to Proceed

The Contractor shall begin a Task upon receipt of Notice to Proceed (NTP) from UTA, unless a written consent of UTA is obtained to begin at a later date. Execution of a Task Order does not, by itself, constitute an NTP. UTA will not issue an NTP until the Task Order is executed, and all required insurance, bonding, and other requirements for a Task are submitted and deemed acceptable by UTA.

4.2 Substantial Completion

The Contractor shall complete the scope of work for a Task, as such work is identified in the applicable Task Order, so that it shall be substantially completed and performed on or before the Substantial Completion Date identified in the applicable Task Order (except for punch list items, final cleanup, and other items required for final acceptance).

4.3 Revenue Operations

For some Tasks, UTA may designate a Revenue Operations Date, which is the date the affected facility must be fully operational and available for use by UTA's patrons. Where applicable, Tasks shall be ready for revenue operations by the Revenue Operations Date specified in the applicable Task Order.

4.4 Final Acceptance

Each Task shall be entirely completed – including all punch list items, final cleanup, etc. – by the final acceptance date specified in the applicable Task Order. When, in the opinion of UTA's PM, the Contractor has fully performed the work under a Task Order, UTA's PM will notify the Contractor of final acceptance.

Final acceptance will be final and conclusive except for defects not readily ascertainable by UTA, actual or constructive fraud, gross mistakes amounting to fraud, or other errors which the Contractor knew or should have known about, as well as UTA's rights under any warranty or guarantee. Final acceptance may be revoked by UTA at any time prior to the issuance of the final payment by UTA or upon UTA's discovery of such defects, mistakes, fraud, or errors in the work even after final payment is issued.

4.5 Delays

Time is of the essence in the performance of the work under this Contract. The Contractor shall perform all work diligently and take all reasonable steps necessary to meet the schedule milestones set forth in each Task Order. Should any circumstances arise that cause the Contractor to believe that the specified milestones may or will not be met, the Contractor shall immediately bring those circumstances to the attention of UTA's Project Manager (PM).

No extension beyond specified milestones will be effective unless in writing and signed by UTA's PM. Any extension must be for such time and terms and conditions as will be fixed by UTA, which may include the assessment of Liquidated Damages ("LD"s) as outlined below. Notice of application for such extension must be filed with UTA's PM at least 15 calendar days prior to the deadline for which Contractor seeks an extension.

Any delay beyond the dates set forth the applicable Task Order will result in UTA potentially incurring significant losses, including, without limitation, loss of reputation, delay costs, and losses out of other contracts held by UTA and related to this Project. The parties acknowledge that these potential losses, while actual, may not be easy to prove in a court of law. Accordingly, the parties have agreed to the following LDs as an estimate of UTA's losses and not as a penalty.

If the Contractor fails to achieve a schedule milestone by the deadline specified in the Task Order, the Contractor agrees to an LDs charge for every calendar day until the milestone is reached. The specific amount of LDs will be negotiated for each Task Order. Where no LDs are specified, UTA shall have all remedies available at law.

The Contractor agrees that UTA may withhold additional payments under this Contract or attach the Contractor's performance bond to cover the LDs set forth above. Liquidated Damages will be assessed until notice of substantial completion has been made and accepted by UTA.

5.0 COMPENSATION AND PAYMENT

5.1 Compensation for Pre-Construction Services and Construction Management

UTA agrees to pay Contractor for services rendered hereunder in accordance with the applicable hourly rates for Contractor's PM and Contractor's CM as set forth in Exhibit C.

Payment will be based on actual hours expended (except that no more than 8 hours per day will be charged regardless of the hours worked on that day, nor more than 40 hours per week will be charged, regardless of the hours worked that week), plus appropriate and authorized direct expenses.

5.2 Compensation for Tasks

Unless otherwise agreed in a Task Order, payment for the completion of maintenance Tasks will be in the form of a lump sum price negotiated between UTA and the Contractor and set forth in an executed Task Order. The lump sum price will be negotiated through an open-book cost estimating process based on the pricing elements set forth in Exhibit C. The lump sum price will be paid to the Contractor for satisfactory completion of all work identified in the applicable Task Order. Except as amended by UTA-issued change orders, the amount to be paid to the Contractor for all costs necessary to complete the work, whether stated or reasonably implied in the Task Order or other contract documents, will not exceed the lump sum price, including all labor, materials, equipment, supplies, small tools, incidental expenses, and any other direct or indirect associated costs.

The lump sum price for Tasks must not include any compensation for pre-construction or construction management services, which are fully compensated through the hourly fees set forth above.

5.3 Retention

Retention may be withheld from payments due the Contractor, in an amount equal to five percent of the amount under the invoice attributable to construction services. Retention will not be withheld for any amounts due for pre-construction services or construction management. Retention withheld by UTA may be drawn upon by UTA to complete any term or requirement of the Contract that, in UTA's sole determination, has not been satisfied or to fulfill any payments which the Contractor has failed to remit to any subcontractors at any tier for work satisfactorily performed under the Contract; provided, however, that UTA will allow Contractor a reasonable time to complete the term or requirement, or to make the subcontractor payment, before withdrawing and using retention for that purpose. Retention proceeds will be placed in an interest-bearing account, which will accrue for the benefit of the Contractor and any of its subcontractors. The retention will be paid to the Contractor after a Task Order is completed and work under the Task Order is accepted by UTA.

5.4 Sales Tax

The Contractor should be aware that Utah Code Ann. 59-12-104(2)(a)(ii) and 59-12-104(65) exempts from sales and use tax certain construction materials and tangible personal property covered by this Contract.

6.0 CONTRACT CHANGES

Change Order procedures are set forth in Article 7 the General Conditions.

7.0 SUBCONTRACTING

7.1 Approval of Subcontractors

The Contractor shall give advance written notification to UTA of any proposed consulting agreement or subcontract negotiated in conjunction with this Contract. All subcontracts must be in writing. The Authority shall have the right to approve all subcontract agreements and consulting agreements, including any change or amendments to any subcontract or consulting agreement. No change, removal or substitution shall be made in any of the contracted subcontractors without the prior written approval of the Authority.

No subcontract shall provide for further subcontracting of the work to a lower tier unless the written approval of the Authority is first obtained in writing. Any such additional subcontractors shall meet all of the requirements set forth in this Contract for subcontracts and, in addition, shall include such other provisions as the Authority, at its discretion, shall deem appropriate.

7.2 Competitive Bids

For subcontracted work with subcontractors not identified in Contractor's proposal, Contractor shall solicit such work through a standard procurement process, such as low-bid, competitive proposals, or another selection method approved by UTA.

7.3 Relationship between UTA and Subcontractors

UTA shall have no liability to any subcontractor for payment for services under this Contract or other work performed for Contractor by any subcontractor. For any subcontract entered into by Contractor under this Contract or any Task Order, responsibility for payment to the subcontractors or any other work performed by a subcontractor shall be the sole responsibility of Contractor, and such payment to said subcontractor(s) shall be made to said subcontractors within thirty (30) days after Contractor has received payment for the applicable work performed from the Authority.

The Contractor shall be responsible for and direct all work performed by subcontractors. The Authority shall not be responsible for or direct any subcontractor to perform services, which have not been previously authorized in that subcontractor's subcontract. Neither Contractor nor the Authority shall have any liability to subcontractors for work performed by subcontractors which has not been previously authorized by Contractor.

7.4 Payment Type

The Contractor agrees that no subcontract work performed under this Contract shall provide for payment on a cost-plus-percentage-of-cost basis.

8.0 INVOICING PROCEDURES AND RECORDS

The procedures for invoicing and payment are set forth in Article 4 the General Conditions.

9.0 BONDS

9.1 Performance Bond

The Contractor shall provide and continuously maintain for the term of this Contract either: (i) one performance bond in the amount of \$5,000,000, or (ii) individual performance bonds for each Task in an amount equal to the lump sum price of such Task. In no event may Contractor perform work under this Contract, the total price of which exceeds the amount of performance bond(s) provided by Contractor to UTA. The Contractor shall deliver the performance bond(s) to UTA before UTA will issue an NTP.

The performance bond(s) must be payable to UTA and issued by a good and sufficient surety company authorized to transact business in Salt Lake City, Utah, and listed in the then current United States (US) Department of the Treasury's Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.

9.2 Labor and Material Payment Bond

The Contractor shall provide and continuously maintain for the term of this Contract either (i) one labor and material payment bond in the amount of \$5,000,000, or (ii) individual labor and material payment bonds for each Task in an amount equal to the lump sum price for such Task. In no event may Contractor perform work under this Contract, the price of which exceeds the amount of labor and material payment bond(s) provided by Contractor to UTA. The Contractor shall deliver the labor and material payment bond to UTA before UTA will issue an NTP.

The payment bond must be payable to UTA and issued by a good and sufficient surety company authorized to transact business in Salt Lake City, Utah, and listed in the then current US Department of the Treasury's Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.

10.0 KEY PERSONNEL

For UTA's needs, the Contractor will assign key personnel to the Project. The key personnel must take direction for work assignments under the direction of UTA's PM. The key personnel must remain on the Project until such time that UTA agrees it does not need their expertise and/or services or until completion of the work under this Contract.

The Contractor shall secure the services of the following key personnel to perform the work under this Contract and agrees there must not be any change in the assignment of the key personnel without the prior written approval by UTA:

THE CONTRACTOR'S KEY PERSONNEL

NAME	POSITION
<u>Brian Dagsland</u>	Contractor's Project Manager
<u>Sean Furey</u>	Contractor's Construction Manager

The Contractor shall assign such further professional and technical personnel as required to perform the work under this Contract, including subcontractors' personnel.

Any removal of key personnel identified under this Article will potentially result in UTA incurring significant losses, including, without limitation, loss of reputation, delay costs, and losses out of other contracts held by UTA related to the Project. UTA and the Contractor acknowledge that these potential losses, while actual, may not be easy to prove in a court of law. Accordingly, UTA and the Contractor have agreed to the Liquidated Damages ("LDs") set forth below.

If the Contractor makes the decision to remove or reassign any of the Contractor's key personnel prior to the completion of the work under this CM/GC Contract, it will pay to UTA LDs in the amount of \$25,000.00 for each key personnel that is removed. If UTA's PM and the Contractor's PIC agree to the removal of the Contractor's key personnel and their replacement, no LDs will be assessed to the Contractor. If, in UTA's sole opinion, UTA makes a significant change in its management or the structure of the work that affects the Contractor's key personnel, LDs will not apply to the Contractor. The parties agree and acknowledge that actual damages for changes in key personnel will be difficult to calculate and that the LDs set forth herein have been agreed to by the parties.

All of the Contractor's key personnel and employees must have the skill, experience, and any necessary licenses required under Utah law to perform the work assigned to them. If UTA determines in its sole discretion that any person employed by the Contractor or by any subcontractor is not performing the work in a proper and skillful manner, then at the written request of UTA, the Contractor or such subcontractor must remove such person and such person must not be re-employed on the Project without the prior written consent of UTA. If the Contractor or the subcontractor fails to remove such person or fails to furnish skilled and experienced personnel for the proper performance of the work, then UTA may suspend the affected portion of the work by delivery of written notice of such suspension to the Contractor. Such suspension will in no way relieve the Contractor of any obligation contained in the Contract or entitle the Contractor to a Change Order. Once compliance is achieved, the Contractor will be entitled to, and must promptly, resume the work.

11.0 INFORMATION, RECORDS, AND REPORTS

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

12.0 FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials available to or prepared or

assembled by the Contractor or a subcontractors under this Contract will not be made available to any person, organization, or entity by the Contractor without consent in writing from UTA. The Contractor shall require (as a matter of written contract) that any documents, reports, information, or other data and materials available to or prepared or assembled by any subcontractor be maintained as confidential and not disclosed without written consent in writing from UTA.

13.0 INSURANCE

The Contractor shall provide, and shall ensure that its subcontractors provide, certain insurance coverages for this Project, as described below.

The Contractor and its subcontractors shall be solely responsible for damage to their own equipment. Any policy or policies of insurance which the Contractor elects to carry as insurance against loss or damage to its construction equipment or tools shall contain a provision waiving the insurer's right of subrogation against UTA. The Contractor waives its right of recovery against UTA for loss or damage to Contractor's construction equipment or tools.

13.1 Insurance Coverages

The Contractor shall procure at its own expense insurance acceptable to UTA as described herein and shall maintain such insurance in full force and effect as specified herein. Insurance shall be procured from insurance or indemnity companies with an A.M. Best and Company rating level of A- or better, Class VIII or better, or as otherwise approved by UTA and authorized to do business in the State of Utah.

Certificates of insurance shall be delivered to UTA prior to UTA's issuing any NTP associated with this Contract.

13.1.1 Workers' Compensation Insurance

The Contractor shall, and shall cause its subcontractors of all tiers to, provide at its own expense workers' compensation insurance to cover full liability under the workers' compensation laws of the State of Utah and at the statutory limits required by laws of the State of Utah.

13.1.2 Employer's Liability Insurance

The Contractor shall, and shall cause its subcontractors of all tiers to, provide at its own expense employer's liability insurance with the following minimum limits of liability:

- A) \$100,000.00 Each Accident.
- B) \$500,000.00 Disease-Policy Limit.
- C) \$100,000.00 Disease-Each Employee.

13.1.3 Commercial General Liability Insurance

The Contractor shall, and shall cause its subcontractors of all tiers to, provide at its own expense Commercial General Liability (CGL) insurance on an "occurrence basis," including insurance for

operations, independent contractors, products/completed operations, and contractual liability specifically designating the indemnity provisions of this Contract as an insured contract on the certificate of insurance. Such CGL insurance must be endorsed with a broad form property damage endorsement (including completed operations) and afford coverage for explosion, collapse, and underground hazards.

The Commercial General Liability insurance must be in limits not less than the following:

- 1) \$2,000,000.00 Bodily Injury and Property Damage per occurrence
- 2) \$4,000,000.00 General Aggregate
- 3) \$4,000,000.00 Products and Completed Operations Aggregate.

The aggregate loss limit must be on a per project basis. The policy must include products and completed operations extended coverage for a minimum of five years following final acceptance. If the Contractor's CGL insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the annual aggregate limits must apply separately to the Project, or the Contractor may obtain separate insurance to provide the required limit which must not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance must be at least as broad as the Contractor's primary insurance.

The CGL insurance certificate must state that the policy has been endorsed to name UTA as an additional insured. From time to time, additional insureds may be required to be added to the CGL insurance.

The Contractor shall obtain an endorsement to its CGL policy removing the exclusion pertaining to construction and demolition within 50 feet of a railroad.

13.1.4 Professional Liability

Minimum Limits: \$2,000,000 each claim
\$4,000,000 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

13.1.5 Automobile Liability Insurance

The Contractor shall, and shall cause its subcontractors of all tiers to, provide at their own expense automobile liability insurance for claims arising from the ownership, maintenance, or use of motor vehicles at, upon, or away from the Project site. The automobile liability insurance must cover all

owned, non-owned, and hired automobiles used in connection with the work, with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage Per Occurrence.

The automobile liability insurance certificate must state that the policy has been endorsed to name UTA as an additional insured. From time to time, additional insureds may be required to be added to the automobile liability insurance.

13.1.6 Railroad Protective Policy

UTA may elect to enroll Contractor under a blanket Railroad Protective Policy held by UTA, at no cost to Contractor.

13.2 General Insurance Requirements

13.2.1 Cooperation

The Contractor shall cooperate fully with and provide any information or record requested by UTA or its insurance representative(s) regarding all aspects of the Contractor's insurance program, including enrollment, claims, audit, and safety procedures, as required by UTA. If the Contractor fails or delays in any material respect in reporting such required information to UTA or its insurance representative, UTA may suspend payment until the Contractor complies.

13.2.2 Verification of Coverage

A) Certificates of Insurance

Prior to NTP, the Contractor will deliver to UTA a certificate of insurance with respect to each policy required to be provided under this Contract.

B) Renewal Policies

The Contractor shall promptly deliver to UTA a certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to UTA.

C) Disclaimer

UTA will not be responsible to provide any insurance coverage pertaining to the Project or for Contractor's benefit. The Contractor and all subcontractors shall ensure that their insurance coverages fit the particular needs of this Project, and it is their responsibility to arrange for and secure any insurance coverage which they deem advisable, whether or not specified above.

D) Endorsements and Waivers

All general and automobile liability insurance policies required to be provided by the Contractor or any subcontractor hereunder shall contain or be endorsed to contain the

following provisions (1) through (5); and all workers' compensation and employer's liability policies are to contain or be endorsed to contain the following provision (4) and (5):

- 1) For any claims related to the Project, insurance coverage will be primary insurance with respect to the additional insureds (and their respective members, directors, officers, employees, agents, and consultants), and shall specify that coverage continues after departure from the site. Any insurance or self-insurance maintained by an additional insured (or its members, directors, officers, employees, agents, and consultants) will be excess of such insurance and will not contribute with it;
- 2) Any failure on the part of the principal insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of the principal insured or others, any foreclosure relating to the Project or any change in ownership of all or any portion of the Project will not affect coverage provided to the additional insureds (and their respective members, directors, officers, employees, agents and consultants);
- 3) The insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability;
- 4) Insurance policies (including the CGL, workers' compensation, and employer's liability policies) will include a waiver of any right of subrogation against the additional insureds (and their respective members, directors, officers, employees, and agents); and
- 5) Each policy shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced in coverage or in limits except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to UTA. Such endorsement will not include any limitation of liability of the insurer for failure to provide such notice.

E) Waivers of Subrogation

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

F) Changes in Requirements

UTA will notify the Contractor in writing of any changes in the requirements applicable to insurance to be provided by the Contractor. Pursuant to a change order, any additional cost from such change shall be paid by UTA, and any reduction in cost shall reduce the amount

due from UTA under the Contract, as appropriate.

G) No Recourse

There shall be no recourse against UTA for payment of premiums or other amounts with respect to the insurance to be provided by Contractor hereunder.

H) Support of Indemnification Obligations

The insurance coverage provided hereunder by the Contractor must support, but is not intended to limit, the Contractor's and UTA's indemnification obligations under Article 5 of the General Conditions.

I) Commercial Unavailability of Required Coverages

If, through no fault of the Contractor, any of the coverages required in this Article (or any of the required terms of such coverages, including policy limits) become unavailable or are available only with commercially unreasonable premiums, UTA will work with the Contractor to find commercially reasonable alternatives to the required coverages that are acceptable to UTA. The Contractor shall not be entitled to any increase in the amount due under the Contract for increased costs resulting from the unavailability of coverage and the requirement to provide acceptable alternatives. UTA will be entitled to a reduction in the amount otherwise due under the Contract if it agrees to accept alternative policies providing less than equivalent coverage. UTA's right to a reduction in the amount due under the Contract as set forth in the preceding sentence will be without regard to the insurance costs expended by the Contractor for the less than equivalent coverage or on other insurance required under this Article.

J) Prosecution of Claims

Unless otherwise directed by UTA in writing, the Contractor shall be responsible for reporting and processing all potential claims by UTA or the Contractor against the insurance required to be provided under this Article. The Contractor agrees to report timely to the insurer(s) any and all matters which may give rise to an insurance claim and to promptly and diligently pursue any and all insurance claims on behalf of UTA, whether for defense or indemnity or both. UTA agrees to promptly notify the Contractor of UTA's incidents, potential claims, and matters which may give rise to an insurance claim by UTA, to tender its defense or the claim to the Contractor, and to cooperate with the Contractor as necessary for the Contractor to fulfill its duties hereunder. The Contractor shall report all claims against any of the policies identified in this Article immediately to UTA Claims and Insurance Department.

13.3 Commencement of Work

The Contractor shall not commence work under this Contract until it has obtained the insurance required under this Article and such insurance has been approved by UTA, nor shall the Contractor allow any subcontractor to commence work under its subcontract until the insurance required of the subcontractor has been obtained and approved by the Contractor. If the insurance provided by the Contractor fails to comply with the requirements listed herein, or if Contractor fails to maintain such insurance, then UTA maintains the right to suspend the Contractor's right to proceed until proper evidence is provided.

13.4 UTA's Right to Remedy Breach by the Contractor

If the Contractor fails to provide insurance as required herein, UTA or its assignees have the right, but not the obligation, to purchase such insurance. In such event, the amount due under the CM/GC Contract will be reduced by the amount paid for such insurance.

14.0 NOTICES OR DEMANDS

Any notice or demand to be given by one party to the other will be given in writing by personal service, FedEx, DHL, United Parcel Services (UPS), the United States Postal Service (USPS), or any other similar form of courier or delivery service addressed to such party as follows:

If to UTA:

With a required copy to:

Utah Transit Authority
ATTN: Teresa Pickett
669 West 200 South
Salt Lake City, UT 84101

Utah Transit Authority
ATTN: General Counsel
669 West 200 South
Salt Lake City, UT 84101

If to the Contractor:

Stacy and Witbeck, Inc.
ATTN: Clayton Gilliland
2800 Harbor Bay Pkwy
Alameda, CA 94502

Either party may change the address at which such party desires to receive written notice by delivery of written notice of such change to the party as set forth herein. Any notice given under this Article will be deemed to have been given, and will 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 will not defeat or delay the giving of a notice.

15.0 CONTRACT ADMINISTRATOR

UTA's Contract Administrator for this Contract is Teresa Pickett or her designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to Ms. Pickett or her designee, at the address indicated in Article 14.0, with a copy to UTA's PM.

16.0 NO THIRD PARTY BENEFICIARIES

This Contract is the entire agreement between the parties concerning its subject matter; supersedes all prior agreements and understandings, whether or not written; and is not intended to confer upon any person other than the parties any rights or remedies hereunder.

17.0 SURVIVAL

Neither the expiration nor earlier termination of this Contract shall affect any warranties,

indemnities, insurance requirements, audit rights, termination obligations or confidentiality obligations under this Contract, all of which shall continue in full force and effect.

18.0 INDEPENDENT CONTRACTOR

The relationship of the Contractor to UTA is that of an independent contractor, and said Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistently with such status, that it will neither hold itself out as nor claim to be an officer or employee of UTA by reason hereof, and that it will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of UTA, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

19.0 DISPUTES

The time schedule for escalation of unresolved issues to the next higher level of authority will be the following:

Level of Contract/Project Authority/Responsibility	Time Limit (Calendar Days)
UTA's Project Manager/Contractor's Project Manager	Three Calendar Days
UTA's Principal-in-Charge/Contractor's Principal- in-Charge	Three Calendar Days

Dispute resolution procedures under this Contract are more particularly set forth in the General Conditions, attached hereto as Exhibit B.

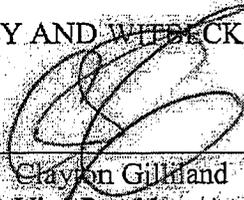
20.0 APPLICABILITY OF FEDERAL CLAUSES

The Federal Clauses included as Exhibit D to this Contract shall apply (in accordance with the applicable dollar thresholds and other terms of such clauses) to any Task Order identified as being funded with federal assistance.

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

UTAH TRANSIT AUTHORITY: STACY AND WIEBECK, INC.:

By: 
Jerry Benson
President and CEO

By: 
Clayton Gilliland
Vice President/Area Manager

By: 
W. Steve Meyer
Chief Capital Development Officer

By: 
Project Manager

Contractor's Federal ID Number:
94-2787950

Approved as to Legal Form:

By: 
Utah Transit Authority
Legal Counsel

EXHIBIT A

FORM of TASK ORDER

TASK ORDER NO. 1 _____

This Task Order No. 1 ("Task Order") to the On Call Maintenance Contract is entered into by and between Utah Transit Authority (UTA) and _____ (Contractor) as of _____, 2016.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for the Task Order ___ is identified in Exhibit 1 – Scope of Work, which is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is _____. The Revenue Operations Dates for this Task is _____. The Final Acceptance Date for this Task is _____.

3.0 LUMP SUM PRICE

The lump sum price for this Task is \$ _____.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does ___ does not ___ [Check Applicable] is being funded with federal assistance with requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

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

UTAH TRANSIT AUTHORITY:

NAME OF CONTRACTOR

By: _____

By: _____

1000000000

By: _____

XXXXXXXXXXXXXXXXXXXX

ALPHA

under the terms of the contract, the contractor shall provide the services as described in the contract documents. The contractor shall be responsible for the performance of the services and shall ensure that the services are performed in accordance with the contract documents.

The contractor shall be responsible for the performance of the services and shall ensure that the services are performed in accordance with the contract documents. The contractor shall be responsible for the performance of the services and shall ensure that the services are performed in accordance with the contract documents.

The contractor shall be responsible for the performance of the services and shall ensure that the services are performed in accordance with the contract documents. The contractor shall be responsible for the performance of the services and shall ensure that the services are performed in accordance with the contract documents.

The contractor shall be responsible for the performance of the services and shall ensure that the services are performed in accordance with the contract documents. The contractor shall be responsible for the performance of the services and shall ensure that the services are performed in accordance with the contract documents.

The contractor shall be responsible for the performance of the services and shall ensure that the services are performed in accordance with the contract documents. The contractor shall be responsible for the performance of the services and shall ensure that the services are performed in accordance with the contract documents.

EXHIBIT B

GENERAL CONDITIONS

ARTICLE 1

General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"General Conditions" means this document.

"Legal Requirements" means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work. The terms Legal Requirements shall also include any requirements or conditions included in a permit required for, or issued in conjunction with, the Project.

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

"Project" means the construction project described in the Agreement.

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

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

"Site" means the land or premises on which the Project is located, as more particularly

defined and described in the Contract Documents.

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

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

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

ARTICLE 2

Contractor’s Services

2.1 General Services.

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

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

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

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

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

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

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

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

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

2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.

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

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

2.3 Government Approvals, Permits, and Legal Requirements.

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

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

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

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

2.4 Construction Services.

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

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

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

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

techniques and procedures of construction.

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

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

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

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

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

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

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

shall be subject to UTA's review and approval.

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

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

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

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

2.5.4 If Contractor fails to promptly remedy rejected Work, UTA may, without limiting or waiving any other rights or remedies it may have, self-perform (through its own forces or through other contractors) the necessary corrective action(s) and deduct all amounts so incurred from any amount then or thereafter due Contractor.

2.6 Contractor's Warranty.

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

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

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

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

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

ARTICLE 3

Site Conditions

3.1 Hazardous Materials.

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

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

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

3.1.4 The risk allocation and change provisions of Sections 3.1.1 through 3.1.3 do not apply to any Hazardous Materials introduced to the Site by Contractor, its Subcontractors, or anyone for whose acts Contractor is responsible. Those provisions also exclude Hazardous Materials that were properly stored and/or contained at the Site but thereafter released as a result of the Contractor's negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Contractor as described above in this Section 3.1.4, then:

(i) to the fullest extent permitted by law, Contractor shall defend and indemnify UTA from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from such Hazardous Materials; and (ii) Contractor shall not be entitled to an extension of Contract Price and/or Contract Time(s).

3.2 Differing Site Conditions.

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

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

ARTICLE 4

Payment

4.1 Schedule of Values.

4.1.1 Unless required by UTA upon execution of this Agreement, within ten (10) Days of execution of the Agreement, Contractor shall submit for UTA's review and approval a Schedule of Values for all of the Work. The Schedule of Values will: (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Contractor throughout the Work.

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

4.2 Application for Payment.

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

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

equipment and materials free and clear of all liens and encumbrances.

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

4.3 Sales Tax Exemption

4.3.1 Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

4.4 UTA's Payment Obligations.

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

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

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

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

4.5 Contractor's Payment Obligations.

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

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

4.6 Substantial Completion.

4.6.1 Contractor shall notify UTA when it believes the entire Work is Substantially Complete. As used in the Contract Documents, "Substantially Complete" or "Substantial Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the

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

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

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

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

4.7 Final Payment.

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

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

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

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

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

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

ARTICLE 5

Indemnification and Loss

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

5.1.1 Contractor shall defend any action or proceeding brought against UTA based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. UTA shall give prompt written notice to Contractor of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Contractor shall indemnify UTA from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against UTA or Contractor in any such action or proceeding. Contractor shall keep UTA informed of all developments in the defense of such actions.

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

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

5.2 **Payment Claim Indemnification.** Provided that UTA is not in breach of its contractual obligation to make payments to Contractor for the Work, Contractor shall indemnify, defend and hold harmless UTA from any claims or mechanic's liens brought against UTA or against the Project as a result of the failure of Contractor, its Subcontractors, or others for whose acts Contractor is responsible, to pay for any services, materials, labor, equipment, taxes or other items

or obligations furnished or incurred for or in connection with the Work. Within three (3) Days of receiving written notice from UTA that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Contractor fails to do so, UTA will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

5.3 Contractor's General Indemnification.

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

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

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

ARTICLE 6

Time

6.1 **Obligation to Achieve the Contract Times.** Contractor shall commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents. The Contract Documents specify critical completion milestones with which Contractor must comply. All time and schedule requirements included within the Contract Documents are of the essence. By executing the Agreement, Contractor confirms that the completion milestones in the Contract Documents are reasonable for the performance of the Work. Unless otherwise excused by the terms of the Contract Documents, Contractor's failure to timely perform the Work in accordance with the completion milestones shall constitute an event of default.

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

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

ARTICLE 7

Changes

7.1 Change Orders.

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

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

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

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

7.3 Constructive Changes.

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

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

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

evaluate the relief claimed by Contractor. Contractor shall promptly respond to all UTA inquiries about the Potential Change Notice and the supporting information and documentation.

7.3.4 To the extent UTA concludes that the Potential Change Notice demonstrates Contractor's entitlement to a Contract adjustment, and provided that the parties are able to negotiate mutually agreeable adjustments to the Contract Documents, then UTA and Contractor shall execute a written Change Order.

7.4 Direction or Authorization to Proceed.

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

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

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

7.6 Contract Price Adjustments.

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

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

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

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

or

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

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

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

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

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

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

ARTICLE 8

Claims and Claim Resolution

8.1 Claims.

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

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

8.2 Claim Resolution.

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

8.2.2 If UTA's Project Manager and Contractor's Project Manager are not able to resolve the Claim within fourteen (14) Days after their first meeting (or such longer period of time as may be mutually agreed upon), either party may request that UTA's Senior Representative and the

Contractor's management representative ("Contractor's Management Representative") meet at least once to attempt to resolve the Claim.

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

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

ARTICLE 9

Suspension and Termination

9.1 UTA's Right to Stop Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.4 Bankruptcy of Contractor.

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

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

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

9.4.2 The rights and remedies under Section 9.4.1 above shall not be deemed to limit the ability of UTA to seek any other rights and remedies provided by the Contract Documents or by

law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

ARTICLE 10

Value Engineering

10.1 VALUE ENGINEERING CHANGE PROPOSALS.

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

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

10.1.3 Contractor must include the following information in any VECP:

10.1.3.1 A narrative description of the proposed change,

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

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

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

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

10.1.3.6 Costs of development and implementation; and

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

10.2 Review and Approval of VECPs

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

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

10.3 **Cost Savings.** Except as otherwise stated in the Agreement, any savings resulting from an approved VECP will accrue to the benefit of UTA and Contractor on a 50/50 cost sharing basis.

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

ARTICLE 11

Health Insurance

11.1 Insurance Coverage for Employees.

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

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

ARTICLE 12

Miscellaneous

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

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

authorization by UTA.

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

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

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

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

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

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

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

EXHIBIT C – CONTRACTOR’S PRICING SHEET

A. Pre-Construction and Construction Management Fees:

	Contract Year One	Contract Year Two	Contract Year Three	Contract Year Four	Contract Year Five
Project Manager	\$103.00	\$107.00	\$112.00	\$116.00	\$120.00
Construction Manager	\$116.00	\$121.00	\$126.00	\$131.00	\$136.00

Payment will be based on actual hours expended (except that no more than 8 hours per day will be charged regardless of the hours worked on that day, nor more than 40 hours per week will be charged, regardless of the hours worked that week), plus appropriate and authorized direct expenses. UTA anticipates needing the PM and CM on a full-time basis, but that is not guaranteed.

B. Unit Pricing for Typical Tasks:

	Unit
<p><u>Item 1: Ballasted Grade Crossing Replacement</u></p> <p>Includes complete removal and replacement of grade crossing panels, ties, clips and ballast. Also includes subgrade rework & compaction, track alignment, track tamping and regulating, concrete and/or asphalt paving between tracks if applicable and within 5 feet of roadway tie-in. (See drawing included as an Exhibit to the RFP)</p>	\$ 308.00/LF
<p><u>Item 2: Tubbed Grade Crossing Replacement</u></p> <p>Includes complete removal and replacement of crossing tubs and infill panels, boot, rat slab, end restraints (if applicable), subgrade rework and compaction. Also includes track cutting and rewelding and alignment, asphalt and/or concrete paving between tracks if applicable and within 5 feet of roadway tie-in. (See drawing included as an Exhibit to the RFP)</p>	\$ 410.00/LF
<p><u>Item 3: Embedded (Cast in place) Grade Crossing Replacement</u></p> <p>Includes complete removal and replacement of embedded concrete, boot, ties, clips, subgrade rework and compaction. Also includes rail cutting and re-welding (if needed), track re-alignment, concrete and/or asphalt paving between tracks if applicable and within 5 feet of roadway tie-in (See drawing included as an Exhibit to the RFP)</p>	\$ 425.00/LF
<p><u>Item 4: Platform Deck and Tactile Replacement without Snowmelt</u></p> <p>Remove and replace concrete within 5' from edge of platform. Placing new tactile on edge of platform. Rebar to be tied into existing platform stem wall and placed on 12' centers. Match existing saw cut lines and seal all saw cuts and joints.</p>	\$ 197.00/LF
<p><u>Item 5: Platform Deck and Tactile Replacement with Snowmelt</u></p>	

Remove and replace concrete within 5' from edge of platform. Placing new tactile on edge of platform. Rebar to be embedded (8" min embedment) into existing platform stem wall and placed on 18" centers. Assume #4 rebar and HIT RE 500 Epoxy. Match existing saw cut lines and seal all saw cuts and joints. Install snow melt cables between 2 and 3 inches beneath finished concrete and tie into existing snowmelt system. (See drawing included as an Exhibit to the RFP)	N/A
Item 6: Pedestrian Tactile Replacement In Concrete Sidewalk Remove and replace ADA tactile in concrete sidewalk or ramp with up to 20SF of 4" sidewalk and curb and gutter tie-in on each side of tactile.	\$ 23.00/SF
Item 7: Track Tamping Excluding Tamping Equipment Supply of tamping operator and ballast rock to lift, tamp, realign, fix super elevation, and regulate track. UTA to supply tamper. Contractor to supply all other equipment and material.	\$ 5.00/LF
Item 8: Ballast Renewal/Replacement Remove and replace/renew ballast rock. Assume 1' of new rock placed and 1' of old rock removed.	\$ 50.00/LF
Item 9: Grade Crossing Asphalt Replacement Mill and replace up to 5" of Asphalt pavement.	\$ 203.00/Ton
Item 10: Concrete Sidewalk Replacement Remove and Replace concrete sidewalk 4" thick.	\$ 10.00/SF
Item 11: Concrete Curb and Gutter Replacement Remove and replace concrete curb and gutter. UDOT standard Type B1	\$ 31.00/LF

C. Fixed Construction Fee: 5.25%

EXHIBIT D – Required Federal Clauses

FEDERAL CLAUSES

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Contractor, to the extent the federal government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor or Supplier who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Contractor's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Contractor further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subcontractor or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subcontractor or Supplier.

FEDERAL CHANGES

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

CIVIL RIGHTS REQUIREMENTS

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

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract.

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 6.25%. A separate contract goal of **6.2% DBE participation** has been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Utah Transit Authority deems appropriate. **Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).**

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is

conditioned on submission of the following concurrent with and accompanying any Task Order:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Offerors must present the information required above as a matter of responsiveness (see 49 CFR 26.53(3)).

d. **Prompt Payment and Return of Retainage.** The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Utah Transit Authority. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify Utah Transit Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Utah Transit Authority.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

TERMINATION

(For contracts over \$10,000.00)

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

b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

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

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

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

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

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

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. (A certification is to be submitted with each bid or offer of \$25,000 or more.)

BUY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 USC §5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. The Contractor agrees to include these requirements in each subcontract or purchase order financed in whole or in part with federal assistance provided by the Authority.

BREACHES AND DISPUTE RESOLUTION

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

Performance During Dispute – Unless otherwise directed by The Authority, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Authority and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which The Authority is located.

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

LOBBYING

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CLEAN AIR REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Contractor also agrees to include these requirements in each subcontract or purchase order exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

CARGO PREFERENCE

The Contractor agrees to: (a) use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor's or Supplier's bill-of-lading.); and (c) include these requirements in all subcontracts and purchase orders issued pursuant to the Contract Documents when the subcontract may involve the transport of equipment, material or commodities by ocean vessel. *(A certification is to be submitted with each bid or offer exceeding \$500,000 if shipping is applicable.)*

FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that contractors are required to use United States -Flag air carriers for federally financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by 49 USC §40118 and CFR Part 301-10.

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics

shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

- (1) The classification is utilized in the area by the construction industry; and
- (2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (3) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

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

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the

contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

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

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

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

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

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

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

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

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

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

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

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

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

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

(4) **Apprentices and trainees** - (i) **Apprentices** - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in

a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The

prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

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

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

BONDING REQUIREMENTS

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance and Payment bonds

1. The penal amount of performance and payment bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance and payment bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

SEISMIC SAFETY REQUIREMENTS

Seismic Safety - The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

RECYCLED PRODUCTS

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

ADA ACCESS

ADA Access for Individuals with Disabilities - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or

Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

SEAT BELT USE

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

DISTRACTED DRIVING, INCLUDING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messages while using an employer supplied electronic device and driving a vehicle you own or rent, a company owned, rented or leased vehicle, a privately owned vehicle when performing any company work on behalf of the project or any vehicle on or off duty. This provision is to be included in any third party contracts, third party subcontracts or subagreements at each tier financed with federal funds.

Accept Terms of Clauses  Date 12/19/16 Company Name SWI Federal I.D. No. 94-2787950



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
 Dave Hancock, Director of Asset Management
 Troy Nelson, Rail Service Project Administrator

BOARD MEETING DATE: December 18, 2019

SUBJECT:	Track Driver Extra (TDX) System Maintenance Agreement (Modern Communication Systems)	
AGENDA ITEM TYPE:	Expense Contract	
RECOMMENDATION:	Approve award and authorize Executive Director to execute contract with Modern Communication Systems in the amount of \$1,213,446 for TDX system support.	
BACKGROUND:	UTA currently uses the TDX system to operate and control the movement of trains on both the FrontRunner and TRAX alignments. The TDX system enables controllers to monitor train location and switch movements. These systems are in constant use and are critical to UTA's rail service operation.	
DISCUSSION:	<p>UTA Staff is requesting approval of a 1-year contract with two 1-year options with Modern Communication Systems to support the TDX system. As the TDX system becomes more complex, the need for a more robust support agreement has become necessary to ensure proper functionality is maintained, not only on the software side, but by also providing fiber network troubleshooting support. Disruptions to either the TDX system or network produce major system disruptions.</p> <p>This contract provides much needed support on these systems to ensure proper functionality is maintained. It also specifies requirements associated with emergency support, training, version updates (if applicable), and new equipment setup based on necessary hardware upgrades for items procured by the contractor.</p>	
CONTRACT SUMMARY:	Contractor Name: Modern Communication Systems	
	Contract Number: 19-03174	Existing Contract Value: \$1,213,446
	Base Contract Effective Dates: January 1, 2020 through December 31, 2022	Extended Contract Dates: N/A

	Amendment Amount: N/A	New/Total Amount Contract Value: N/A
	Procurement Method: Sole Source	Funding Sources: Capital Funds (MSP122)
ALTERNATIVES:	Due to the complex nature of the TDX System, other alternative methods would put UTA at risk of major system delays There are currently very few UTA personnel who can support the fiber network and even fewer who can support the TDX software. The TDX support is somewhat limited in that UTA is not able to upgrade software due to the proprietary nature of the TDX software.	
FISCAL IMPACT:	The annual cost of this contract is \$404,482. The 3-year contract amount is not to exceed \$1,213,446. This amount is currently in the tentative 5-year capital budget (MSP122)	
ATTACHMENTS:	1) Contract	

TDX SOFTWARE AND NETWORK MAINTENANCE AND SERVICE LEVEL AGREEMENT

THIS AGREEMENT is effective the latest date indicated in the signatures below. This Agreement is by and between Modern Communication Systems, Inc., a California corporation, hereinafter referred to as "Modern", and a Customer herein after referred as "Customer."

1. Background

WHEREAS, the Customer desires to retain Modern to perform the TDX software/Network maintenance services described Exhibit 1, Exhibit 2 and Exhibit 3 at the service levels set forth in this Agreement, as well as the additional services set forth in Exhibit 4.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows.

2. Definitions

In addition to the capitalized terms defined elsewhere in this Agreement, the following definitions apply to these capitalized terms as follow.

2.1 "Affiliate" of a party, means another entity that controls, is controlled by, or is under common control of the party. For purposes of this Agreement, control of an entity means ownership, whether directly or indirectly through the control of one or more intervening entities of more than 50% of the entire ownership interest in the entity, control of the entity's voting stock, or the right and power to direct the entity's affairs.

2.2 "Third Party" means a person or entity other than (a) Modern, (b) Licensee, (c) an Affiliate of Modern, (d) an Affiliate of Licensee, or (e) or an employee of (a) through (d).

3. Services

See the services specified in Exhibit 1 for TDX services and Exhibit 2 for Network services, as appropriate.

4. Additional Set-up Analysis, Audit and Inventory

See the scope of work specified in Exhibit 2 for equipment.

5. Other Services

Modern and Customer may agree to additional services that are not included within the definition of "Services." Additional services may include the addition of track, stations, controls and indications to the existing TDX software. Any additional services shall be billed at the rates identified in Exhibit 4 and are subject to Customer issuing a separate task orders which incorporates the terms and conditions of this Agreement.

6. Spares

Modern and Customer will take reasonable efforts to build a list of spare parts and equipment to be used for immediate resolution of potential failures. It is expected that the Customer will purchase this equipment and store it onsite. Customer and Modern will maintain a shared list of the status of these spare parts.

7. Defects

Modern will provide Services in a reasonable and professional manner and so as to ensure that the software performs in accordance with the functionality set forth in all applicable manuals, descriptions and other documentation furnished (or previously furnished) by Modern from time to time. If there is any objection to Modern's performance of all requirements for the maintenance or set up of a component, the Customer will provide Modern with a written notice (a "Defect Notice") reasonably identifying any claimed discrepancies between the actual performance and the requirements set forth in this Agreement. Upon receiving a Defect Notice from the Customer, Modern shall confer with the Customer and jointly review each asserted discrepancy to determine if the claimed discrepancy is valid. The Customer will give notice to Modern of any unsatisfactory performance of the Services, within two weeks (14 days) following the date that the Services were performed satisfactorily. Modern will correct the defective performance or discrepancy within 14 days after receipt of notice from UTA.

8. On call Emergency Response

Modern shall provide a call number or calling tree to be used by Customer. Customer will provide a list of designated personnel that are authorized to call. This same procedure will be used for both TDX and Network services described above.

If the Customer chooses to call Modern for service outside of the contracted hours (See Exhibit 3), then additional costs will apply. The call from the authorized Customer's

designated personnel will be Customer's acceptance of this additional cost. Note that additional costs do not apply if 24/7 coverage is selected.

Modern will provide on call emergency response to diagnose and repair issues with the software or server communication according to the following levels:

The following will be used for production problem severity levels and response times. The service level is defined for normal business hours. Modern will involve knowledgeable personnel capable of solving the issue based on the severity of the situation.

8.1 Severity Level One (1) Response Level. System is not available or severely compromised. A severity level one issue severely affects the ability of the railroad to conduct its normal train operations, may adversely impact safety, or may constitute an FRA or STB rule violation. A severity level one issue may also be discovered by Modern and declared before Customer has encountered the problem.

The workflow for a declared Level One issue requires immediate attention in the following manner:

- a) The first priority will be to identify an acceptable work around.
- b) If an acceptable-to-Customer work-around is identified, the problem will automatically be reassigned a Level 2 severity.
- c) Problems with no immediately identified work around will be escalated internally by Modern to the appropriate management level personnel to ensure continuous work with the customer in resolving the problem.

Call Back Response Time: A Knowledgeable Person(s) will be in contact with Customer's personnel within 30 minutes (½ Hour) after a Severity Level One issue is declared.

Acceptable Resolution Time: 4 hours.

8.2 Severity Level Two (2) Response Level. System is functional but partially compromised. Some features are not available or not functioning properly. A severity level two issue moderately affects Customer's operations or business as declared by Customer.

Call Back Response Time: A Knowledgeable Person(s) will be in contact with Customer personnel within 2 hours after a Severity Level Two issue is declared.

Acceptable Resolution Time: 8 business hours.

8.3 Severity Level Three (3) Response Level. Loss of a system component that has adequate manual workaround procedures available, or non-critical or nuisance type of problems.

Call Back Response Time: A Knowledgeable Person(s) will be in contact with Customer personnel within 4 hours after a Severity Level Three issue is declared.

Acceptable Resolution Time: 5 business days.

8.4 Severity Level Four (4) Response Level. Support requests. This level is used to request assistance with an issue. It is also used for questions about the use of the application, related subsystems or system interfaces.

Call Back Response Time: A Knowledgeable Person(s) will be in contact with Customer personnel within 2 business days after a Severity Level Four issue is declared.

Acceptable Resolution Time: 10 business days. Payment Terms

The costs for this Agreement will be billed to Customer by the first of each month for the current month. Each invoice shall contain an itemized breakdown of services performed including type of service, hours expended and cost per hour. Invoices are payable within 30 days after being approved by customer representative. In order to set up the services, an initial audit and inventory will be conducted.

9. Representations and Warranties

9.1 WARRANTIES. THE CONTRACTOR AGREES TO PROVIDE PROFESSIONAL AND COMPETENT SERVICES THAT COMPLY WITH NORMAL INDUSTRY STANDARDS AND ARE FIT FOR THE PARTICULAR PURPOSE OF THIS AGREEMENT.

9.2 LIMITATION OF REMEDIES AND LIABILITIES. EXCEPT WITH RESPECT TO BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY MODERN'S NEGLIGENT PERFORMANCE OF THE SERVICES (WHICH SHALL NOT BE LIMITED BY THIS AGREEMENT):

(I) NEITHER MODER NOT IT AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED INCOME, LOSS RESULTING FROM A BUSINESS DISRUPTION

OR DISRUPTION OF RAILROAD SERVICES, EVEN IF LICENSOR OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Term and Termination

10.1 Term. This Agreement will be based on the "year commitment" chosen by Customer detailed out in Exhibit 3.

10.2 Termination.

This Agreement may be terminated earlier by a party upon the occurrence of one or more of the following events:

10.2.1 Material Breach.

A non-breaching party may terminate this Agreement based on a material breach. A material breach specifically includes but is not limited to any failure to pay any fees due under this Agreement. Note, this Agreement does not limit either party's right to pursue legal remedies, including but not limited to, filing a lawsuit seeking preliminary or permanent injunctive relief against unauthorized use or disclosure of the other party's confidential information.

10.2.2 Termination for Convenience:

10.2.3 Either party may submit sixty (60) days' written notice to the other party in order to cancel this Agreement. Upon termination, Customer agrees to come current on any payments that are rightfully due under this Agreement within 30 days of the notice.

11. Miscellaneous

11.1 Independent Contractors.

Each party is an independent contractor of the other with respect to the subject matter of this Agreement. The parties do not intend this Agreement to establish any agency, employment, partnership, joint venture, fiduciary or similar relationship.

11.2 Assignment; Successors.

Neither Party may assign this Agreement to any successor Third Party with the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, delayed, or denied. Any permitted assignee shall be subject to the terms, conditions and

limitations of the Agreement. so, permitted so long as the limitations in any Exhibit or other terms in this Agreement are respected. Any attempted assignment of this Agreement in violation of this section is null and void. Subject to the foregoing, this Agreement is binding on any and all successors and assigns.

11.3 Force Majeure.

If Modern is rendered unable to carry out in whole or in part its obligations under this Agreement, Modern shall give notice to the Authority and the full details of such force majeure event. Modern will use commercially reasonable efforts to remedy the force majeure condition with all reasonable dispatch and will resume performance of any suspended obligation promptly after termination of the force majeure event. The failure of the Authority to perform its obligations under this Agreement shall be excused to the extent and for the period of time such failure is caused by the occurrence of any force majeure event.

11.4 Construction.

Any interpretation of this Agreement will not presume that its terms should be more strictly construed against one party by reason of any rule of construction or authorship. Further, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original. In making proof of this Agreement, it will not be necessary to produce more than one counterpart. The headings in this Agreement are for convenience only. They do not constitute a portion of this Agreement and shall not be used in any construction of it.

11.5 Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision is to be enforced only to the extent it is not in violation of such law or is not otherwise unenforceable, and all other provisions of this Agreement remain in full force and effect.

11.6 Implied Waiver.

No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed

effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

11.7 Notices.

Any notice required or permitted hereunder shall be in writing and shall be deemed to have been duly given (i) upon hand delivery, (ii) on the third day following delivery to the U.S. Postal Service as certified mail, return receipt requested and postage prepaid, (iii) on the first day following delivery to a recognized overnight courier service, fee prepaid and return receipt or other confirmation of delivery requested, (iv) upon confirmation of receipt by the party to receive such notice, of a fax sent to the fax number of such party, or (v) upon confirmation of receipt by the party to receive such notice, of an e-mail sent to the e-mail address of such party. Any such notice shall be delivered or sent to a party at its address, fax number or e-mail address as set forth beneath its signature on this Agreement, or to such other address or fax number as may be designated by a party in a notice given to the other party from time to time in accordance with the terms of this paragraph without written approval by the parties.

11.8 Governing Law; Forum.

This Agreement will be governed by and interpreted in accordance with the laws of the State of Utah, excluding its conflicts of law principles. The parties consent to exclusive personal jurisdiction in the state or federal courts in Salt Lake County, Utah.

11.9 Interpretation of Documents.

In the event of a conflict between this Agreement and the terms of any exhibit, change order, or separate contract between the parties approved in writing by the parties, the terms of the addendum or change order will control.

11.10 Entire Agreement; Waiver, Modifications and Amendments.

This Agreement (along with applicable amendments, addendums, and exhibits and documents referenced herein) is the entire and integrated agreement between the parties with respect to its subject matter, and there are no other terms or conditions, express or implied, written or oral, with respect to that subject matter. This Agreement may not be amended or modified except by a written agreement signed by an officer of each party.

11.11 Consents and Approvals.

Consents and approvals, when required by this Agreement, will be in writing and will not be unreasonably withheld, delayed or conditioned, except as otherwise expressly provided herein.

11.12 Counterparts.

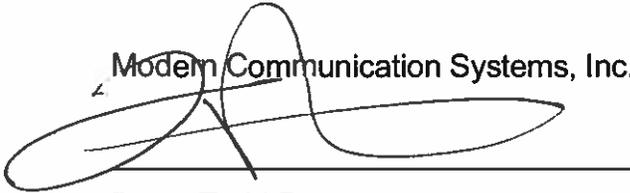
This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, and together they shall constitute one and the same Agreement. Signature of this Agreement may be effected by facsimile (with confirmation by transmitting machine) and/or transmitted by portable document format ("pdf") file which shall be treated as an original signature, and any such signature, facsimile, pdf file or copy of this signed Agreement shall be construed and treated as the original and shall be binding as if it were the original.

By signing below, the parties agree to the terms of this Agreement and further certify that their respective signatories are duly authorized to execute this Agreement.

Accepted and Agreed to By:

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

Modern Communication Systems, Inc.



By Todd Provost

Title Vice President of Modern Communications Systems

Date 12/1/19

UTAH TRANSIT AUTHORITY

By Carolyn M. Gonot

Title: Executive Director

By Eddy Cummins

Title: Chief Operating Officer

By David Hancock

Title Director of Asset Management

Reviewed as to form and content:

Michael Bell
Assistant Attorney General
UTA Counsel

Choose 1 and check box to right based on Exhibit 3

<u>1 Year T&M</u>	<input type="checkbox"/>
<u>2 Year Commitment</u>	<input type="checkbox"/>
<u>3 Year Commitment</u>	<input type="checkbox"/>
<u>LR/FR Combination</u>	<input checked="" type="checkbox"/>

Exhibit 1: TDX Service

Licensed Software Package

The Track Driver eXtra ('TDX') software and the Program's documentation, and all updates, upgrades, maintenance releases and new releases form the Licensed Software Package.

Set-up

An inventory of materials will need to be produced for configuration management and troubleshooting needs. MCS will produce an inventory of all TDX equipment and software/database configurations in use at Customer at time of execution.

Requests for software changes prior to this contract should to be completed before activation of this Agreement.

Customer shall provide means for remote Internet access for MCS. When there are additional costs for security checks or procedures, for example, TSA checks, that will be billed separately, per service level commitment rates.

Maintenance Services

Maintenance shall include the following: Maintenance or Enhancement Releases and New Enhancements to the Licensed Software Package(s) if compatible and applicable. Such point releases, updates, upgrades and/or enhancements to the Program shall be made available to Customer via download or having MCS install remotely, for no additional charge. MCS shall notify Customer of the Maintenance Releases via email to the Customer Projects Administrator or designated representative.

MCS will make reasonable efforts to diagnose any server, office network or workstation hardware issues. Customer will maintain a backup computer for use as a workstation or server and MCS will provide configuration of that hardware. Note, MCS is not offering a warranty on any hardware with this provision.

Annual Site Visit

Contractor shall provide an annual site visit during each annual period of the maintenance contract to provide system maintenance, system optimization and installation of any maintenance upgrades. MCS shall also provide two eight-hour days of training during the annual site visit but limited to the total time frame in the Agreement per Exhibit 3 service level commitments. This training will primarily be for Operations. Additional time can be requested, but this is out of scope and would require additional costs.

In the event that any Maintenance/Enhancement Release or New Product release requires new/upgraded hardware or third-party software (Operating System, Microsoft Office, SQL Server, etc.) in order to function properly, Customer will have the following options:

- (a) Decline the release.
- (b) Purchase required hardware and/or software themselves, or in collaboration with MCS with additional cost to be quoted by MCS.

All upgrades for non-MCS software will be charged separately for any licensing or product costs.

All trips required onsite, other than those allocated in the agreed to Service Level term, will be billed over and above MCS hourly rate and travel costs plus 5%.

New Presentation

MCS shall respond to configuration or graphics changes to the Licensed Software Package as requested by Customer. This agreement does NOT include additional track or new stations, nor added controls and indications to the current system; both which will be quoted separately. Graphic changes can be done by Customer with MCS support, or MCS can provide these, but generally will roll these together for a release no more frequently than once a month.

New Products

New products and new modules of the Program ("New Products") will be offered to Customer for an additional charge.

Items Excluded

MCS excludes any and all items caused by misuse, abuse, accident, disaster, fire, flood, water, wind, lightning, and Acts of God.

Initial Inventory

The initial inventory listed below is covered by the Service Agreement. This is subject to change based on complete inventory to be done onsite by MCS.

Covered element	Description	version
Location Description	Customer UTA FrontRunner	XX
Software Family	TDX v2 Pascal	XX
Server Software Licenses	2	
Workstations Software License	4	

Not Included:

External Modules, i.e. Report Generator

Transit Control™ (C++ based)

Customer initials _____ Date _____ MCS initials _____

Exhibit 2: Rail Communications Network

Audit Services

Audit services shall include the following:

- MCS will perform a full audit of the rail communications network.
- MCS will generate a report of all switch names, IP addresses, serial numbers, location, firmware and a copy of all switch current configurations via the existing UTA Network Management System (NMS).
- MCS will validate the existing topology diagram from the NMS for all network switches. This validated topology will be for Customer and MCS use when maintaining and troubleshooting the system.
- MCS will act as a representative of the Customer with Network Switch manufacturer.
- If the topology and reports are not able to be generated by no fault of MCS on the existing NMS, there may be additional charges per commitment level rates to bring that system(s) functional status to generate the topology and reports.

New Product/Equipment Setup

MCS will setup, configure and install if so requested by UTA any new Product/Equipment that is needed as long as that Product/Equipment falls into the range of Product/Equipment that MCS is currently servicing under this contract. I.E. TDX- server, workstations. RUGGEDCOM- switches, routers, NMS. MOXA- terminal servers, protocol convertors. HP- switches. UTA has the option to procure the new Product/Equipment on their own or have MCS do so for them with MCS passing the MSRP price to UTA as a separate invoice over the service agreement with payment due in 30 days to MCS.

Annual Training

MCS will provide a separate training visit during each annual period of the service contract to provide network training but limited to the total time frame in the Agreement for TDX, Network and Other support. Additional time can be requested, but this is out of scope and would require additional costs

The training session with the Customer maintenance personnel will be designed so that Customer can maintain their system on their own with the resource of MCS as a backup for situations that require more advanced knowledge, trouble-shooting or equipment vendor support. During this training session MCS will cover the network topology and any changes that have been made over the year and how to access the network equipment, reload current configurations and how to do product swap outs.

Equipment Coverage

The following network elements are covered under this agreement:

- Commuter Rail network communication switches, routers, servers and network topology configurations.
- Commuter Rail TDX systems (Servers, Workstations.)

- Light Rail network communication switches, routers, servers and network topology configurations.
- Light Rail TDX systems (Servers, Workstations.)

Third Party Licensing and Support Agreements

Customer will purchase and maintain support contracts as required for any third-party software and hardware support as required by manufacturers. For example, any NMS support, Rugged Comm (Siemens) switch(s) or Cisco SmartNet required for extended warranty, service or maintenance of products.

Not a Warranty

This Service Agreement is not an extended warranty. All hardware, parts and third-party software involved will be supported and configured as needed by MCS, but the costs for underlying hardware, parts and third-party software is not included in the Service Agreement.

Items Excluded

MCS excludes any and all items caused by misuse, abuse, accident, disaster, fire, flood, water, wind, lightning, and Acts of God.

All trips required onsite, other than those allocated in the agreed to Service Level term, will be billed over and above MCS hourly rate and travel costs plus 5%.

Initial Inventory

The following is the initial inventory of equipment included in this Service Agreement. This is subject to change based on complete inventory to be done onsite by MCS.

Covered element	Description	version
Location Description	Customer UTA FrontRunner Vital Network	XX
RS900 switches	QTY TBD by MCS Audit	XX
RS900G switches	QTY TBD by MCS Audit	XX
RX1500	QTY TBD by MCS Audit	XX
Siemens NMS*	QTY TBD by MCS Audit	XX
Siemens NMS Licenses*	QTY XXX	

* Requires Siemens annual support (paid for separately by Customer)

Customer initials _____ Date _____ MCS initials _____

Exhibit 3: Pricing and Service Term Matrix

Term Commitment Breakdown

	LEVEL (approx. use of Hrs.)			
	T&M	2 Year	3 Year	3 Year Combo
<i>x= included o = optional</i>				
SERVICE				
On-site support per year (coordinated)	x	80	80	100
Emergency on-site support (best effort)	x			
Emergency on-site support per year (48 hours eta)		40	40	60
6 Hour response time Phone Support	x			
4 Hour response time Phone Support per year		416	416	624
2Hour Emergency Phone support	x			
1 Hour Emergency Phone Support per year		80	80	120
Annual Network Audit (3 Days per year)		24	24	
Annual Network Front and LRT Audit (5 Days)				40
Annual TDX Audit (3 Days per year)		24	24	
Annual TDX Front Runner and LRT Audit (5 Days)				40
Annual TDX Training (2 days per year)	o	16	16	
Annual TDX Front Runner and LRT Training (4 days)				40
Annual Network Training (3 Days per year)	o	24	24	
Annual Network Front Runner and LRT Training (5 Days)				40
Annual Current TDX Version upgrade (if applicable)		x	x	X
New Material/Equipment setup (scope relevant and procured by UTA)	o	12	12	36
New Material/Equipment setup (procured by MCS)	o	12	12	36
		728	728	1136

1 Year Commitment (T&M)

The 1Year Commitment service level has different response times and some of the options are listed as optional. This level does not allocate a dedicated MCS resource to be on call at a moment's notice like the other service levels available. All requests would be handled with a priority for UTA and will be scheduled around other MCS work.

MCS provides a quote for these services listed below on a Time and Material basis for a 1 Year Commitment. This rate is the least favorable and MCS cannot promise that a dedicated resource will be available. Each request for service would be invoiced upon completion of that service with Net 30 terms.

T&M			
Technicians	Approx. Hourly Sell	Hours	Total Cost
Network	\$ 251.50	728	\$183,093
TDX	\$ 272.20	728	\$198,158
Total Maintenance Estimate			\$381,251 Per Year

T&M Hours depicted are for option pricing comparison only.

Service Levels 2 & 3 Year Commitment

With these two Service Level options, UTA gets a dedicated resource on the network side to be on call at a moment's notice as well as top priority from the TDX group based on the response level listed in the Service Level Agreement. There are 8 weeks of onsite service associated with these commitment levels. There is no difference in the service levels other than to give UTA a choice for a better rate for a longer commitment of time. With both of these options any hours not used in the previous year, up to 20% of total not used, could roll over to the next year as long as that year was not the last year in a current agreement. Additionally, after 1st year, total number of hours for following years can be re-evaluated and increased as mutually agreed to. Both of the options come with a total of 728 hours per year with the hours as listed in the table below based on predicted service requests. UTA has the option to request additional hours at that service levels rate which will be billed on a T&M basis. Each request for additional service would be setup based on the current service rate below and invoiced to UTA and upon completion of that service with payment due Net 30 to MCS.

2 Year			
Technicians	Approx. Hourly Sell	Hours	Total Cost
Network	\$ 190.08	728	\$138,378
TDX	\$ 220.27	728	\$160,359
Total Maintenance Estimate			\$298,736 Per Year
Total Commitment Cost			\$597,473

3 Year			
Technicians	Approx. Hourly Sell	Hours	Total Cost
Network	\$ 167.51	728	\$121,944
TDX	\$199.47	728	\$145,215
Total Maintenance Estimate			\$267,159 Per Year
Total Commitment Cost			\$801,476

Service Levels 3 Year Combination Commitment

This service level by far is the best option, UTA gets a dedicated resource on the network side to be on call at a moment's notice as well as top priority from the TDX group based on the response level listed in the Service Level Agreement. With this commitment UTA gets the benefit of having a larger pool of hours at a discounted rate for use on both the Frontrunner Commuter Rail and the TRAX Light Rail systems. There are 10 weeks of onsite service associated with this commitment level. There is no difference in the service level for the Year 2 or 3 options other than the increased hours and the ability to use them on both of UTA's systems. With this commitment any hours not used in the previous year would roll over to the next year as long as that year was not the last year in a current agreement. This option comes with a total of 1100 hours per year with the hours as listed in the table below based on predicted service requests. UTA has the option to request additional hours at that service levels rate which will be billed on a T&M basis. Each request for additional service would be setup based on the current service rate below and invoiced to UTA and upon completion of that service with payment due Net 30 to MCS

3 Year Combo			
Technicians	Approx. Hourly Sell	Hours	Total Cost
Network	\$ 167.30	1136	\$184,031
TDX	\$ 200.41	1136	\$220,451
Total Maintenance Estimate			\$404,482 Per Year
Total Commitment Cost			\$1,213,446

Initial to acknowledge that you are aware of the different options and their respective differences and parameters.

Customer initials _____ Date _____

Exhibit 4: Other services

- At any time during the service contract period, Modern Communications Systems (MCS) will enter into negotiations with UTA to upgrade to the latest version of TDX that MCS currently offers. If upgrades are executed during the term of this service agreement, MCS will offer a preferred customer discounts on to upgrade the version. MCS will work jointly with UTA to develop and document the details, scope of work and the migration plan to test and validate all existing functionality and Control & Indications. All discounts will be based on the latest MSRP price sheet for the TDX product. Each upgrade of TDX will require separate negotiations and migration plans due to the type of service and features needed for those types of service.
- MCS can provide additional onsite services, remote services and configuration changes to the current base TDX product in operation or any other service that is currently not identified as part of part of this agreement. UTA will issue task orders to this contract at the same rate of the current year exercised.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Mary DeLoretto, Acting Chief of Service Development
PRESENTER(S): Mary DeLoretto, Janelle Robertson, Project Manager

BOARD MEETING DATE: December 18, 2019

SUBJECT:	Provo Intermodal Center Construction of Canopies and Customer Service and Police Buildings (Paulsen Construction)
AGENDA ITEM TYPE:	Expense Contract
RECOMMENDATION:	Approve contract for the construction of the Customer Service and Police buildings; and canopies at the Provo Intermodal Center and authorize Executive Director to execute a contract with Paulsen Construction in the amount of \$1,254,265.
BACKGROUND:	<p>The Provo Intermodal Center was constructed in conjunction with the Frontrunner South Project. It included a park and ride lot and bus loop for local routes. Because UTA planned on building a Bus Rapid Transit (BRT) project in Provo in the future, the bus loop included a pavilion for future BRT buses and customers. The canopies and buildings were not finished during that time, and it was anticipated that they would be built with the BRT project.</p> <p>With the construction of the BRT project, all local route transfers were moved from the previously existing center to a location near the BRT line. This relocation resulted in the UTA customer service department abandoning the previous Provo transfer center and customer service building.</p> <p>Budget concerns at the end of the BRT Project and a claim from the contractor delayed constructing these items until the budget uncertainties were resolved. Those issues have now been resolved.</p>
DISCUSSION:	<p>The construction contract will add a police and customer service building at the Provo Intermodal Center to help keep up with the additional demand caused by the BRT project. Currently, customer service is operating out of the Timpanogos Business Unit Administration building which is extremely cramped already. The Police are operating out of an office at the Utah Valley University. This will consolidate these services to a more customer-oriented location.</p> <p>Completing the canopies will provide more customer shelter at one of UTA's busiest stations, and finish the BRT pavilion that has gone unfinished for nearly 7 years.</p>

	The design was completed with the Provo Intermodal Center plans and the Provo Orem BRT project. The combinations of those plans were bid for construction.	
CONTRACT SUMMARY:	Contractor Name: Paulsen Construction	
	Contract Number: 19-03057TP	Existing Contract Value: \$N/A
	Base Contract Effective Dates: Upon signing contract	Extended Contract Dates: N/A
	Amendment Amount: \$N/A	New/Total Amount Contract Value: \$1,254,265
	Procurement Method: Low Bid	Funding Sources: Federal Grant and Local
ALTERNATIVES:	Not doing this project would leave the Provo Intermodal Center unfinished, keep customer service in a cramped and less central location for transit customers, and police continuing to pay rent for UVU office space, also less accessible to customers.	
FISCAL IMPACT:	The cost for the canopies were included in the approved Provo Orem BRT's project budget (MSP096). The buildings have been budgeted for under a separate project (MSP226) and are partially funded through a federal grant for bus and bus facilities.	
ATTACHMENTS:	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:

(REVISION)	Addendum No. <u>1</u>	Date <u>8-6-19</u>
	Addendum No. <u>2</u>	Date <u>8-8-19</u>
	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.

PAULSEN CONSTRUCTION
(Contractor's Name) LLC

[Signature]
(Signature)

JOHN W. PAULSEN
(Print Name)

B. CONTRACTOR'S OFFER

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

<u>PAULSON CONSTRUCTION</u> (Contractor's Name)	<u></u> (Signature)
<u>3075 S. SPECIALTY LANE - SLC 84115</u> (Contractor's Address)	<u>JOHN W. PAULSON</u> (Print Name)
<u>801-484-5545</u> (Contractor's Phone Number)	<u>OWNER</u> (Title)
<u>john@paulsonconstruction.com</u> (Contractor's Email Address)	<u>8-30-19</u> (Date)
<u>20-8067239</u> (Contractor's EIN)	

DISCLOSURE OF ORGANIZATION CONFLICT OF INTEREST

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

Use the space below, and additional sheets if necessary.

Exhibit B

INSURANCE

The Contractor shall provide, and shall ensure that its subcontractors provide, certain insurance coverages for this Project, as described below.

The Contractor and its subcontractors shall be solely responsible for damage to their own equipment. Any policy or policies of insurance which the Contractor elects to carry as insurance against loss or damage to its construction equipment or tools shall contain a provision waiving the insurer's right of subrogation against UTA. The Contractor waives its right of recovery against UTA for loss or damage to Contractor's construction equipment or tools.

1. Insurance Coverages

The Contractor shall procure at its own expense insurance acceptable to UTA as described herein and shall maintain such insurance in full force and effect during the entire Term of this Agreement. Insurance shall be procured from insurance or indemnity companies with an A.M. Best and Company rating level of A- or better, Class VIII or better, or as otherwise approved by UTA and authorized to do business in the State of Utah.

Certificates of insurance shall be delivered to UTA prior to UTA's issuing any Notice to Proceed associated with this Agreement.

a. Workers' Compensation Insurance

The Contractor shall, and shall cause its subcontractors of all tiers to, provide at its own expense workers' compensation insurance to cover full liability under the workers' compensation laws of the State of Utah and at the statutory limits required by laws of the State of Utah.

b. Employer's Liability Insurance

The Contractor shall, and shall cause its subcontractors of all tiers to, provide at its own expense employer's liability insurance with the following minimum limits of liability:

- \$100,000.00 Each Accident.
- \$500,000.00 Disease-Policy Limit.
- \$100,000.00 Disease-Each Employee.

c. Commercial General Liability Insurance

The Contractor shall, and shall cause its subcontractors of all tiers to, provide at its own

expense Commercial General Liability (CGL) insurance on an "occurrence basis," including, insurance for operations, independent contractors, products/completed operations, and contractual liability specifically designating the indemnity provisions of this Agreement as an insured contract on the certificate of insurance. Such CGL insurance must be endorsed with a broad form property damage endorsement (including completed operations) and afford coverage for explosion, collapse, and underground hazards.

The Commercial General Liability insurance must be in limits not less than the following:

- 1) \$5,000,000.00 General Aggregate.
- 2) \$2,000,000.00 Products-Completed Operations Aggregate.
- 3) \$2,000,000.00 Personal and Advertising Injury.
- 4) \$2,000,000.00 Each Occurrence.
- 5) \$5,000.00 Medical Expense (any one person).

The aggregate loss limit must be on a per project basis. The policy must include products and completed operations extended coverage for a minimum of five years following final acceptance. If the Contractor's CGL insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the annual aggregate limits must apply separately to the Project, or the Contractor may obtain separate insurance to provide the required limit which must not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance must be at least as broad as the Contractor's primary insurance.

The CGL insurance certificate must state that the policy has been endorsed to name UTA as an additional insured. From time to time, additional insureds may be required to be added to the CGL insurance.

d. Automobile Liability Insurance

The Contractor shall, and shall cause its subcontractors of all tiers to, provide at their own expense automobile liability insurance for claims arising from the ownership, maintenance, or use of motor vehicles at, upon, or away from the Project Site. The automobile liability insurance must cover all owned, non-owned, and hired automobiles used in connection with the work, with the following minimum limits of liability:

- \$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage Per Occurrence.

The automobile liability insurance certificate must state that the policy has been endorsed to name UTA as an additional insured. From time to time, additional insureds may be required to be added to the automobile liability insurance.

e. Builders' Risk Insurance or Installation Floater

The Contractor shall provide Builders' Risk Insurance or Installation Floater in an amount equal to the initial Contract Price plus additional coverage equal to Contract Price for all subsequent change orders.

- 1) The Utah Transit Authority, the Contractor and subcontractors, shall be Insureds on the policy.
- 2) Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs, flood and earth movement.
- 3) Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the Utah Transit Authority, has an insurable interest in the property required to be covered.
- 4) Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the Utah Transit Authority.
- 5) Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- 6) Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- 7) Contractor is responsible for the payment of all policy deductibles.

2. General Insurance Requirements

a. Cooperation

The Contractor shall cooperate fully with and provide any information or record requested by UTA or its insurance representative(s) regarding all aspects of the Contractor's insurance program, including enrollment, claims, audit, and safety procedures, as required by UTA. If the Contractor fails or delays in any material respect in reporting such required information to UTA or its insurance representative, UTA may suspend payment until the Contractor complies.

b. Verification of Coverage

i. Certificates of Insurance

Prior to commencing the Work, the Contractor will deliver to UTA a certificate of insurance with respect to each policy required to be provided under this Agreement.

ii. Renewal Policies

The Contractor shall promptly deliver to UTA a certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to UTA.

iii. Disclaimer

The Utah Transit Authority will not be responsible to provide any insurance coverage pertaining to the Project or for Contractor's benefit. The Contractor and all subcontractors shall ensure that their insurance coverages fit the particular needs of this Project, and it is their responsibility to arrange for and secure any insurance coverage which they deem advisable, whether or not specified above.

iv. Endorsements and Waivers

All general and automobile liability insurance policies required to be provided by the Contractor or any subcontractor hereunder shall contain or be endorsed to contain the following provisions (1) through (5); and all workers' compensation and employer's liability policies are to contain or be endorsed to contain the following provision (4) and (5):

- 1) For any claims related to the Project, insurance coverage will be primary insurance with respect to the additional insureds (and their respective members, directors, officers, employees, agents, and consultants), and shall specify that coverage continues after departure from the site. Any insurance or self-insurance maintained by an additional insured (or its members, directors, officers, employees, agents, and consultants) will be excess of such insurance and will not contribute with it;
- 2) Any failure on the part of the principal insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of the principal insured or others, any foreclosure relating to the Project or any change in ownership of all or any portion of the Project will not affect coverage provided to the additional insureds (and their respective members, directors, officers, employees, agents and consultants);
- 3) The insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability;

- 4) Insurance policies (including the CGL, workers' compensation, and employer's liability policies) will include a waiver of any right of subrogation against the additional insureds (and their respective members, directors, officers, employees, and agents); and
- 5) Each policy shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced in coverage or in limits except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to UTA. Such endorsement will not include any limitation of liability of the insurer for failure to provide such notice.

v. Waivers of Subrogation

The Utah Transit Authority and the Contractor waive all rights against each other; against each of their agents and employees; and against subcontractors and their respective members, directors, officers, employees, agents, and consultants for any claims to the extent covered by insurance obtained pursuant to this Exhibit, except such rights as they may have to the proceeds of such insurance. The Contractor shall require all subcontractors to provide similar waivers in writing, each in favor of all other parties enumerated above. Each policy obtained by the Contractor must include a waiver of any right of subrogation against the additional insureds (and their respective members, directors, officers, employees, agents, and consultants).

vi. Changes in Requirements

The Utah Transit Authority will notify the Contractor in writing of any changes in the requirements applicable to insurance to be provided by the Contractor. Pursuant to a change order, any additional cost from such change shall be paid by UTA, and any reduction in cost shall reduce the amount due from UTA under the Agreement, as appropriate.

vii. No Recourse

There shall be no recourse against UTA for payment of premiums or other amounts with respect to the insurance to be provided by Contractor hereunder.

viii. Support of Indemnification Obligations

The insurance coverage provided hereunder by the Contractor must support, but is not intended to limit, the Contractor's and UTA's indemnification obligations under this Agreement.

ix. Commercial Unavailability of Required Coverages

If, through no fault of the Contractor, any of the coverages required in this Exhibit (or any of the required terms of such coverages, including policy limits) become unavailable or are available only with commercially unreasonable premiums, UTA will work with the Contractor to find commercially reasonable alternatives to the required coverages that are acceptable to UTA. The Contractor shall not be entitled to any increase in the amount due under the Agreement for increased costs resulting from the unavailability of coverage and the requirement to provide acceptable alternatives. The Utah Transit Authority will be entitled to a reduction in the amount otherwise due under the Agreement if it agrees to accept alternative policies providing less than equivalent coverage. The Utah Transit Authority's right to a reduction in the amount due under the Agreement as set forth in the preceding sentence will be without regard to the insurance costs expended by the Contractor for the less than equivalent coverage or on other insurance required under this Exhibit.

x. Prosecution of Claims

Unless otherwise directed by UTA in writing, the Contractor shall be responsible for reporting and processing all potential claims by UTA or the Contractor against the insurance required to be provided under this Agreement. The Contractor agrees to report timely to the insurer(s) any and all matters which may give rise to an insurance claim and to promptly and diligently pursue any and all insurance claims on behalf of UTA, whether for defense or indemnity or both. The Utah Transit Authority agrees to promptly notify the Contractor of UTA's incidents, potential claims, and matters which may give rise to an insurance claim by UTA, to tender its defense or the claim to the Contractor, and to cooperate with the Contractor as necessary for the Contractor to fulfill its duties hereunder. The Contractor shall report all claims against any of the policies identified in this Agreement immediately to UTA Claims and Insurance Department.

Exhibit C



**Utah Transit Authority
Design and Construction General Conditions**

ARTICLE 1

General

- 1.1 **Cooperation.** UTA and Contractor commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, so as to permit each party to realize the benefits afforded under the Contract Documents.
- 1.2 **Professional Standards.** Contractor shall perform the Work in a good and workmanlike manner, and shall use reasonable skill, care, and diligence. If the Work includes professional services, Contractor shall perform those services in a professional manner, using at least that standard of care, skill and judgment that can reasonably be expected from similarly situated professionals.
- 1.3 **Definitions.** Terms that are defined in the Agreement have the same definition in all the Contract Documents, including in these General Conditions. Unless expressly modified by the Agreement, the following definitions shall also apply to all Contract Documents:

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

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

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

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

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

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

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

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

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

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

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

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

“General Conditions” means this document.

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

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

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

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

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

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

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

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

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

ARTICLE 2

Contractor’s Services

2.1 General Services.

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

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

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Contractor shall prepare and submit, within seven

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

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

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

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

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

2.2.4 Contractor shall submit proposed Construction Documents to UTA, which must be consistent with the latest set of interim design submissions, as such submissions may have been

modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and UTA shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.2.2 above. Contractor shall submit one set of approved Construction Documents to UTA prior to commencement of construction

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

2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.

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

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

2.3 Government Approvals, Permits, and Legal Requirements.

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

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

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

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

2.4 Construction Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5.4 If Contractor fails to promptly remedy rejected Work, UTA may, without limiting or waiving any other rights or remedies it may have, self-perform (through its own forces or through other contractors) the necessary corrective action(s) and deduct all amounts so incurred from any amount then or thereafter due Contractor.

2.6 Contractor's Warranty.

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

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

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

2.6.4 Contractor shall, within seven (7) Days of receipt of written notice from UTA that the Work does not comply with the warranties provided above, take meaningful steps to commence corrective action, including the correction, removal, replacement or re-performance of the nonconforming Work and the repair of any damage to other property caused the warranty failure. If Contractor fails to commence the necessary corrective action within such seven (7) Day period (or thereafter fails to continuously and diligently pursue such corrective action to completion), UTA may (in addition to any other remedies provided under the Contract Documents) provide Contractor with written notice that UTA will self-perform (through its own forces or through other contractors)

correction of the warranty failure at Contractor's expense. If UTA performs (or causes to be performed) such corrective action, UTA may collect from Contractor all amounts so incurred. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) Day period identified above shall be deemed inapplicable.

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

ARTICLE 3

Site Conditions

3.1 Hazardous Materials.

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

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

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

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

3.2 Differing Site Conditions.

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

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

ARTICLE 4

Payment

4.1 Schedule of Values.

4.1.1 Unless required by UTA upon execution of this Agreement, within ten (10) Days of execution of the Agreement, Contractor shall submit for UTA's review and approval a Schedule of Values for all of the Work. The Schedule of Values will: (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Contractor throughout the Work.

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

4.2 Application for Payment.

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

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

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

4.3 Sales Tax Exemption

4.3.1 Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

4.4 UTA's Payment Obligations.

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

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

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

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

4.5 Contractor's Payment Obligations.

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

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

4.6 Substantial Completion.

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

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

4.6.3 Upon Contractor’s request or upon UTA’s own initiative, UTA may, in its sole discretion, deem a discrete segment of the Project to be Substantially Complete. The provisions of Sections 4.6.1 and 4.6.2 will apply to that discrete segment of the Project. In addition, before UTA may take possession of a discrete segment of the Project, UTA and Contractor shall obtain the consent of their sureties, insurers, and any government authorities having jurisdiction over the Project.

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

4.7 Final Payment.

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

4.7.1.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed,

furnished or incurred for or in connection with the Work which will in any way affect UTA's interests;

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

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

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

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

ARTICLE 5

Indemnification and Loss

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

5.1.1 Contractor shall defend any action or proceeding brought against UTA based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. UTA shall give prompt written notice to Contractor of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Contractor shall indemnify UTA from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against UTA or Contractor in any such action or proceeding. Contractor shall keep UTA informed of all developments in the defense of such actions.

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

5.1.3 Sections 5.1.1 and 5.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process

or product of a particular manufacturer specified by UTA and not offered or recommended by Contractor to UTA; or (ii) arising from modifications to the Work by UTA or its agents after acceptance of the Work

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

5.3 Contractor's General Indemnification.

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

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

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

ARTICLE 6

Time

6.1 Obligation to Achieve the Contract Times. Contractor shall commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents. The Contract Documents specify critical completion milestones with which Contractor must comply. All time and

schedule requirements included within the Contract Documents are of the essence. By executing the Agreement, Contractor confirms that the completion milestones in the Contract Documents are reasonable for the performance of the Work. Unless otherwise excused by the terms of the Contract Documents, Contractor's failure to timely perform the Work in accordance with the completion milestones shall result in the assessment of liquidated damages (if, and to the extent, set forth in the Agreement) and (where no liquidated damages are provided under the Agreement or where the maximum liquidated damages available under the Agreement have been incurred) an event of default.

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

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

ARTICLE 7

Changes

7.1 Change Orders.

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

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

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

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

7.3 Constructive Changes.

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

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

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

7.3.4 To the extent UTA concludes that the Potential Change Notice demonstrates Contractor's entitlement to a Contract adjustment, and provided that the parties are able to negotiate mutually agreeable adjustments to the Contract Documents, then UTA and Contractor shall execute a written Change Order.

7.4 Direction or Authorization to Proceed.

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

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

7.5 Requests for Information. UTA shall have the right, from time to time, to issue clarifications to the Work of a non-material nature at any time. Contractor shall have the corresponding right to seek clarification with respect to ambiguous or conflicting provisions of the Contract Documents. Such clarifications or conflicts shall be confirmed, implemented and

documented through a Request for Information (“RFI”) process to be developed for the Project. The RFI process may also be used to document minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents.

7.6 Contract Price Adjustments.

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

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

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

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

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

7.6.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to UTA or Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

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

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

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

ARTICLE 8

Claims and Claim Resolution

8.1 Claims.

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

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

8.2 Claim Resolution.

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

8.2.2 If UTA’s Project Manager and Contractor’s Project Manager are not able to resolve the Claim within fourteen (14) Days after their first meeting (or such longer period of time as may be mutually agreed upon), either party may request that UTA’s Senior Representative and the Contractor’s management representative (“Contractor’s Management Representative”) meet at least once to attempt to resolve the Claim.

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

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

ARTICLE 9

Suspension and Termination

9.1 UTA's Right to Stop Work.

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

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

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

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

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

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

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

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

9.3.1 Subject to the cure provision of Section 9.3.2 below and other limitations set forth in these General Conditions, Contractor shall be in default of its obligations under the Contract Documents if Contractor: (i) fails to provide a sufficient number of skilled workers; (ii) fails to supply the materials required by the Contract Documents; (iii) fails to comply with applicable Legal Requirements; (iv) fails to timely pay its Subcontractors without proper cause; (v) makes a materially

false or misleading representation or certification in conjunction with the Contract Documents; (vi) fails to prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; (vii) fails to satisfy any guaranteed interim or completion milestone set forth in the Contract Documents; or (viii) fails to perform any other material obligations under the Contract Documents. In any such event, UTA (in addition to any other rights and remedies provided in the Contract Documents or by law) shall have the rights set forth in Sections 9.3.2 through 9.3.5 below.

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

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

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

9.3.5 Upon declaring the Agreement terminated pursuant to Section 9.3.2 above, UTA may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to UTA for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents.

At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by UTA in completing the Work, such excess shall be paid by UTA to Contractor. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall pay the difference to UTA. Such costs and expenses include not only the cost of completing the Work, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by UTA in connection with the procurement and defense of claims arising from Contractor's default.

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

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

9.4 Bankruptcy of Contractor.

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

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

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

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

ARTICLE 10

Value Engineering

10.1 Value Engineering Change Proposals.

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

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

10.1.3 Contractor must include the following information in any VECP:

10.1.3.1 A narrative description of the proposed change,

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

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

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

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

10.1.3.6 Costs of development and implementation; and

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

10.2 Review and Approval of VECPs

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

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

10.3 **Cost Savings.** Except as otherwise stated in the Agreement, any savings resulting from an approved VECP will accrue to the benefit of UTA and Contractor on a 50/50 cost sharing basis.

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

ARTICLE 11

Health Insurance

11.1 Insurance Coverage for Employees.

11.1.1 If the Contract Price is \$2,000,000 or more, Contractor shall, prior to the effective date of the Agreement, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of the Contract.

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

ARTICLE 12

Miscellaneous

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

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

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

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

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

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

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

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

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

Exhibit D – Wage Determination

General Decision Number: UT190087 04/26/2019 UT87

Superseded General Decision Number: UT20180108

State: Utah

Construction Type: Building

County: Utah County in Utah.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

Modification Number Publication Date

0 01/04/2019
 1 01/18/2019
 2 04/26/2019

CARP0801-002 07/01/2018

Rates Fringes

CARPENTER (Drywall Hanging
 and Metal Stud Installation
 Only).....\$ 26.00 12.32

 ELEC0354-004 06/01/2018

Rates Fringes

ELECTRICIAN.....\$ 32.74 1.3%+12.26

 ELEV0038-003 01/01/2019

Rates Fringes

ELEVATOR MECHANIC.....\$ 44.10 33.705+a+b

FOOTNOTE:

a: Vacation Pay: 8% with 5 or more years based on regular hourly rate for all hours worked, 6% under 5 years based on regular hourly rate for all hours worked. b: Paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

 PAIN0077-005 08/01/2013

Rates Fringes

PAINTER (Spray Only).....\$ 18.25 6.65

 * PLUM0140-001 08/01/2018

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 35.35 13.53

SHEE0312-002 07/01/2017

 Rates Fringes

SHEET METAL WORKER (Including
HVAC Duct Installation).....\$ 33.36 11.36

SUUT2012-019 07/29/2014

 Rates Fringes

CARPENTER (Acoustical Ceiling
Installation Only).....\$ 21.29 1.95

CARPENTER, Excludes
Acoustical Ceiling
Installation, Drywall
Hanging, and Metal Stud
Installation.....\$ 19.51 5.18

CEMENT MASON/CONCRETE FINISHER...\$ 19.57 0.00

DRYWALL FINISHER/TAPER.....\$ 19.23 4.85

IRONWORKER, STRUCTURAL.....\$ 20.21 3.22

LABORER: Common or General.....\$ 14.48 0.00

LABORER: Irrigation.....\$ 9.50 0.00

LABORER: Mason Tender - Brick...\$ 16.38 1.00

LABORER: Mason Tender -
Cement/Concrete.....\$ 14.79 0.00

LABORER: Pipelayer.....\$ 13.57 0.00

OPERATOR:
Backhoe/Excavator/Trackhoe.....\$ 16.92 0.00

OPERATOR: Loader.....	\$ 19.34	0.00
PAINTER (Brush and Roller, Excluding Drywalling/Taping).....	\$ 12.00	0.00
ROOFER.....	\$ 15.62	0.00
SPRINKLER FITTER (Fire Sprinklers).....	\$ 24.76	7.83
TILE FINISHER.....	\$ 13.54	0.00
TILE SETTER.....	\$ 23.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.49	0.00

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

=====

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

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

Exhibit F – Federal Clauses

FEDERAL CLAUSES FOR CONSTRUCTION CONTRACTS

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 USC §4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

ACCESS TO RECORDS AND REPORTS

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

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

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

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

BONDING REQUIREMENTS [Applicable Only to Contracts valued at more than \$150,000]

Unless a different requirement is set forth in the Contract, Contractor shall maintain the following bonds:

A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by Contractor and shall remain in full force for the term of the Contract. Contractor will provide the performance bond to UTA within ten (10) business days from execution of the Contract. The performance bond must be provided by a fully qualified surety company acceptable to the UTA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of authority as described thereunder. UTA may require additional performance bond protection if the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. UTA may secure additional protection by directing Contractor to increase the

amount of the existing bond or to obtain an additional bond.

A labor and materials payment bond equal to the full value of the Contract must be furnished by Contractor to UTA as security for payment by Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to UTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a certificate of authority as described thereunder.

BUY AMERICA CERTIFICATION [Applicable Only to Contracts valued at more than \$150,000]

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Contractor shall be responsible for ensuring that lower tier contractors and subcontractors are in compliance with these requirements. All respondents to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

CARGO PREFERENCE [Applicable Only to Contracts Involving Equipment, Materials or Commodities Transported by Ocean Vessels]

Contractor shall: (i) use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to the Contract, to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; (ii) furnish, within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to UTA (through Contractor in the case of a subcontractor's bill-of-lading.); and (iii) include these requirements in all subcontracts issued pursuant to the Contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Contractor shall comply with all applicable regulations, policies, procedures and directives of the FTA. Applicable regulations, policies, procedures and directives include, without limitation, those listed directly or by reference in the Master Agreement between UTA and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to comply shall constitute a material breach of the Contract.

CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT [Applicable Only to Contracts valued at more than \$150,000]

conformance with the wage determination. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

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

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

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

(3) **Payrolls and basic records** – (i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found

under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. If Contractor employs apprentices or trainees under approved programs, Contractor shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) Contractor shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following: That the payroll for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete:

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

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

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

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

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

(4) **Apprentices and trainees** – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as

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

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

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

(5) Compliance with Copeland “Anti-Kickback” Act Requirements – Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(6) **Subcontracts** – Contractor and any subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract Termination: Debarment** – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment of Contractor as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

(10) **Certification of Eligibility** – (i) By entering into the Contract, Contractor certifies that neither Contractor nor any person or firm who has an interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

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

Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted award; (v) voluntarily excluded from participation in any federally assisted award; and/or (vi) disqualified from participation in any federally assisted award. By submitting a response to UTA’s solicitation for the Contract, Contractor has certified that the foregoing items (i) through (vi) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Contractor knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISES

(1) **FTA Policy** – The Contract is subject to 49 CFR Part 26. Therefore, Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal

opportunity employment requirements of the Contract. UTA shall make all determinations with regard to whether or not Contractor is in compliance with the requirements stated herein.

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

(3) **DBE Goals and Good Faith Efforts** – The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is 6.0%. If a separate contract goal for DBE participation has been established for the Contract, it is listed in the solicitation documents that have been incorporated into the Contract. Contractor is required to document sufficient DBE participation to meet the applicable goal. If Contractor is unable to meet the applicable goal, Contractor must alternatively document adequate good faith efforts to meet the DBE Goal. The types of actions that the UTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following: (i) **Contractor's attendance at a pre-bid meeting (as applicable) scheduled by UTA to inform DBEs of subcontracting opportunities;** (ii) advertisement of subcontracting opportunities in general circulation media, trade association publications, and minority-focus media; (iii) written notification to capable DBEs that their interest in the Contract is solicited; (iv) documentation of efforts to negotiate with DBEs for specific subcontracts including the names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact, a description of the information provided to DBEs regarding the work to be performed and a statement explaining why additional agreements with DBEs were not reached; (v) for each DBE Contractor contacted but rejected as unqualified, the reason for Contractor's conclusion; (vi) documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining required bonding or insurance; (vii) documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs; (viii) documentation of Contractor's efforts to break out Contract work items into economically feasible units in fields where there are available DBE firms to perform the work; (ix) evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the Contract, and that such information was communicated in a timely manner; and (x) documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

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

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

(6) **Prompt Payment of Subcontractors** – Contractor is required to pay all of its subcontractors performing work related to the Contract for satisfactory performance of that work no later than 30 days after Contractor's receipt of payment for that work from UTA. In addition, Contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to the Contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by UTA and Contractor's receipt of the partial retainage payment related to the subcontractor's work. The failure to make

prompt payment to subcontractors as required above shall constitute a material breach of the Contract and shall give rise to remedies including, without limitation, the Authority's right to withhold amounts payable to the Contract and make direct payments (including interest) to subcontractors.

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

ENERGY CONSERVATION

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

FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD

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

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

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

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

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

event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

INCORPORATION OF FTA TERMS

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

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

Byrd Anti-Lobbying Amendment, 31 USC 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 USC §1601, et seq.] – Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to UTA.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

RECYCLED PRODUCTS

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

RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION

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

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

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

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

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

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

TERMINATION

Upon ten (10) days' written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate the Contract. If UTA terminates the Contract for its convenience, UTA shall pay Contractor for that portion of the work performed up to the date of the notice of termination, plus Contractor's actual, reasonable and documented costs attributable to the termination, including those incurred to terminate applicable subcontracts and leases, but excluding consequential damages, which includes, but is not limited to, lost profits and/or opportunity costs associated with the terminated portion of the work.

If Contractor materially fails to perform any of its obligations under the Contract, and such failure is not cured within ten (10) days of written notice from UTA identifying the breach, then UTA may terminate the Contract by delivering to Contractor a Notice of Termination specifying the nature of the default. In such event, UTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances and equipment on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damages to UTA resulting from Contractor's refusal or failure to complete the work within specified time, whether or not Contractor's right to proceed with the work is terminated. Notwithstanding the foregoing, no cure period shall be required if Contractor's default is due to its failure to satisfy any legal requirement concerning workplace safety or environmental compliance, or if Contractor's action(s) and/or omission(s) materially jeopardize safety.

PRICE PROPOSAL FORM - STIPULATED SUM (SINGLE PRIME CONTRACT)

A. PROJECT IDENTIFICATION:

1. Utah Transit Authority, Provo Intermodal Center Buildings
2. UTA Invitation for Bids: RFP No. 19-03057TP.
3. AECOM/PIVOT, Provo Buildings project.

B. THIS PRICE IS SUBMITTED TO: Troy Hamilton; Grants and Contract Administrator; Owner's Representative; Utah Transit Authority.

1. See document UTA "Invitation for Bids: Provo Intermodal Center Provo Buildings" for date, time, and location of bid delivery.

C. THIS PRICE IS FROM: Paulsen Construction
3075 South Specialty Circle (230 West)
Salt Lake City, UT 84115

Contract's License #: B100, E100 License #232194-5501

D. PROPOSER ACKNOWLEDGES THE FOLLOWING:

1. UTA has the right to reject any or all proposals in accordance with Part 3 of the Invitation for Bids.
2. That if this Price Proposal is accepted by UTA, Proposer will enter into and execute the Contract included under Part 4- Construction Agreement, and will furnish all bonds and insurance required by the Proposal Documents.
3. Proposer accepts the provisions of the Federal Clauses for Construction Contracts regarding disposition of bid guarantee or bid bond provided.
4. Proposer has received all Invitation for Bids documents and Construction Documents.
5. Proposer has examined and is familiar with local conditions, laws and regulations.
6. Proposer has examined the site, all Construction Documents and become familiar with both.
7. Proposer has completed a mandatory site visit as required by the Invitation for Bids. The date of the completed site visit was August 13, 2019. ***Revised 10/31/19 per customer service building extension by 13 feet longer.***

E. CONTRACT FOR CONSTRUCTION

1. Proposer acknowledges acceptance of provisions in the Buy America Certification as included in Part 4 and this Price Form.
2. If Proposer objects to any provisions of the Buy America Certification, include a separate list of such objections with Proposal submission. Absence of list of objections will indicate acceptance as included in the Invitation for Bids.

F. AMOUNT OF TIME FOR THE PRICES TO BE HELD OPEN: Proposer agrees that their Price will remain open for acceptance for ninety (90) calendar days after Proposal receipt date.

G. CERTIFICATIONS AND LUMP SUM PRICE:

1. The above identified Proposer, having carefully examined the Invitation for Bids and Contracting Requirements, Buy America requirements and the Contract, Drawings, Specifications, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, necessary to complete the construction of the two masonry buildings as depicted in the Provo Intermodal Center Provo Buildings, 100% Plans, Submittal Date 3/29/19 and accompanying construction documents, according to the requirements of the Procurement and Contracting Documents, for the schedule of values and lump sum price noted below.

Insert schedule values for construction of masonry buildings

1 General Conditions and Indirect Costs	Dollars (\$_127,040_____)
2 Sitework/Utilities & Concrete	Dollars (\$_115,476_____)
3 Masonry & Metals	Dollars (\$_72,655_____)
4 Wood/Composites & Thermal & Openings	Dollars (\$_167,236_____)
5 Finishes & Specialties	Dollars (\$_37,799_____)
6 MEP	Dollars (\$_153,371_ _____)
7 Other Items bond and insurance	Dollars (\$_9,965_____)
8 Other Items (identify)	Dollars (\$_____)
9 Other Items (identify)	Dollars (\$_____)
10 Other Items (identify)	Dollars (\$_____)

TOTAL LUMP SUM BID for masonry buildings and accompanying improvements:

Six Hundred Eighty Three Thousand, Five Hundred
Forty Two and no 0/100

(Sum expressed in words)

\$ 683,542.00

(Sum expressed in figures)

Base Bid-649,212+34,330(customer service extension).

2. OPTION PRICING: The above identified Proposer, having carefully examined the Invitation for Bids and Contracting Requirements, Buy America requirements and the Contract, Drawings, Specifications, and all subsequent Addenda, having visited the site,

and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, necessary to complete one or three optional Connector Canopies as depicted in the Abbreviated Provo Intermodal Center BRT Plaza Provo Pavilion drawings, Submittal Date 02/05/17 and Abbreviated Provo Intermodal Center BRT Plaza Provo Pavilion electrical drawings, Record Drawings, d. 06/5/2013, and accompanying construction documents, according to the requirements of the Procurement and Contracting Documents, for the lump sum price noted below:

- a. Option price for completion of one connector canopy, Connector 2 (C-2)

<u>One Hundred Eighty Five Thousand, Four Hundred Thirteen \$</u>	\$ <u>185,413.00</u>
(Sum expressed in words)	(Sum expressed in figures)

- b. Option price for completion of three connector canopies, Connector 1 (C-1), Connector 2 (C-2), and Connector 3 (C-3)

<u>Five Hundred Seventy Thousand, Seven Hundred Twenty Three \$</u>	\$ <u>570,723.00</u>
(Sum expressed in words)	(Sum expressed in figures)

I PROPOSED COMPLETION DATE: Proposer agrees to complete the work (Substantial Completion) ready for Owner occupancy on or before (insert date or days) per schedule submitted as part of the IFB requirements.

J LIQUIDATED DAMAGES:

1. Proposer agrees to be assessed liquidated damage in the amount of Two Hundred Fifty Dollars (\$250.00) per day commencing upon the first day following expiration of the specified or adjusted time of performance and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work.

K SUPPLEMENTS: The following completed documents are attached to and made a condition of this Price:

1. Completed Bid Forms and Declarations pages included herein.
2. List of Subcontractors with an anticipated subcontract value of \$25,000 or greater.

END OF DOCUMENT



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): Mary DeLoretto and Janelle Robertson, Project Manager

BOARD MEETING DATE: December 18, 2019

SUBJECT:	Ogden-Weber State (WSU) Bus Rapid Transit (BRT) Construction Manager/General Contractor (CM/GC) Pre-Construction Services Contract (Stacy and Witbeck)
AGENDA ITEM TYPE:	Expense Contract
RECOMMENDATION:	Approve award and authorize Executive Director to execute the contact with Stacy & Witbeck in the lump sum amount of \$662,844 for Phase 1 pre-construction services for the Ogden – WSU BRT Project.
BACKGROUND:	<p>The Ogden-Weber State University (WSU) Bus Rapid Transit (BRT) is a 5.3-mile project connecting from the Ogden FrontRunner commuter rail station to Weber State University and McKay Dee Hospital. It will include 13 stations and exclusive bus lanes from 32nd Street & Harrison up to the Dee Events Center. This line has planned 10-minute service from 8:00 am to 5:00 pm with 15-minute service the remainder of the day on weekdays, operating a total of 20 hours a day. Weekend service will run every 15 to 30 minutes. The project will include transit signal priority and uniquely branded stations and vehicles.</p> <p>The Ogden-WSU BRT Project has completed the environmental approval phase with the Federal Transit Administration (FTA) and is in the Project Development phase of the Small Starts Grant Agreement (SSGA) process. During this phase a project should begin final design, property acquisitions, utility relocations, and bus procurements. This project assumes \$65 million of the \$101 million budget would be coming from a Small Starts Grant. The project has received a “medium rating” from the FTA in their annual rating of small starts projects. This rating is favorable to receiving a grant. The Project has a goal to be open August of 2022 change day to capitalize on student riders at the beginning of the school year.</p>
DISCUSSION:	<p>The next phase of the SSGA process is for FTA to schedule a risk and readiness workshop with the UTA. These workshops identify risks associated with the scope, cost and schedule; and determine if the project is ready to receive a grant.</p> <p>In order for FTA to begin the reviews they require a realistic scope, schedule and budget. This has been defined to UTA as having a 60% complete design, and a cost estimate and</p>

	<p>schedule, from a construction contractor, based on that design. Final design scoping phase is set to be completed December 19, 2019 with a 60% complete design package to follow in March of 2020.</p> <p>UTA is using the CM/GC procurement process to obtain a construction contractor for Phase 1/Pre-construction services to provide design feedback, construction pricing, and a realistic schedule. If we are able to agree with the contractor on a final price after design completion, UTA has the option to execute construction contracts with the contractor.</p> <p>UTA issued a CM/GC Request for Proposal on September 26, 2019 and received two proposals on October 25, 2019. A selection committee consisting of project partners selected Stacy & Witbeck on November 13, 2019. They received both the highest technical score and lowest price on their proposal.</p> <p>The contractor’s quick involvement in the project will provide UTA with the necessary design feedback, cost, and schedule necessary to keep the Ogden-WSU BRT Project moving through the SSGA process. It will also line up a grant award with an anticipated construction start for fall of 2020 and an August of 2022 opening.</p>											
CONTRACT SUMMARY:	<table border="1"> <tr> <td colspan="2" data-bbox="380 968 1563 1045">Contractor Name: Stacy & Witbeck</td> </tr> <tr> <td data-bbox="380 1045 1003 1123">Contract Number: 19-03114BM</td> <td data-bbox="1003 1045 1563 1123">Existing Contract Value: \$662,844</td> </tr> <tr> <td data-bbox="380 1123 1003 1201">Base Contract Effective Dates: Upon Execution</td> <td data-bbox="1003 1123 1563 1201">Extended Contract Dates:</td> </tr> <tr> <td data-bbox="380 1201 1003 1281">Amendment Amount:</td> <td data-bbox="1003 1201 1563 1281">New/Total Amount Contract Value: \$662,844</td> </tr> <tr> <td data-bbox="380 1281 1003 1367">Procurement Method: Lump Sum</td> <td data-bbox="1003 1281 1563 1367">Funding Sources: Federal and Local</td> </tr> </table>		Contractor Name: Stacy & Witbeck		Contract Number: 19-03114BM	Existing Contract Value: \$662,844	Base Contract Effective Dates: Upon Execution	Extended Contract Dates:	Amendment Amount:	New/Total Amount Contract Value: \$662,844	Procurement Method: Lump Sum	Funding Sources: Federal and Local
Contractor Name: Stacy & Witbeck												
Contract Number: 19-03114BM	Existing Contract Value: \$662,844											
Base Contract Effective Dates: Upon Execution	Extended Contract Dates:											
Amendment Amount:	New/Total Amount Contract Value: \$662,844											
Procurement Method: Lump Sum	Funding Sources: Federal and Local											
ALTERNATIVES:	<p>If this contract is not executed UTA could continue with design and procure a contractor to bid on a completed design. That would, however, delay any FTA reviews for funding readiness, the contractor would have no input to make the design more cost effective, and delay the August of 2022 opening that has been conveyed to stakeholders.</p>											
FISCAL IMPACT:	<p>This project is included in UTA’s approved five-year capital plan. Local funding commitments are identified in a signed Memorandum of Understanding with the project partners.</p>											
ATTACHMENTS:	<p>Ogden to Weber State (WSU) Bus Rapid Transit (BRT) Construction Manager/General Contractor (CM/GC) Pre-Construction Services Contract</p>											

Contract Number 19-3114BM
CONSTRUCTION SERVICES AGREEMENT
OGDEN WSU BRT (CM/GC)
PHASE 1 – PRECONSTRUCTION SERVICES

This Construction Services Agreement Phase I (“**Agreement**”) is hereby entered into by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“**UTA**”), and STACY AND WITBECK, Inc., a Construction company with business headquarters located in Alameda, California (“**Contractor**”).

RECITALS

- A. UTA is developing a project to construct the Ogden WSU BRT Project (the “**Project**”).
- B. On September 26, 2019, UTA issued Request for Proposals No. 19-03114BM (“**RFP**”), seeking interested parties to submit proposals to perform Phase I Preconstruction Services work required by the Project.
- C. UTA evaluated the responses and determined the Contractor’s response to be the most advantageous to UTA.
- D. UTA and Contractor desire to enter into this Agreement to define their respective roles and responsibilities with respect to the Project.
- E. Any capitalized terms not otherwise defined herein shall have the meanings set forth in the design and construction general conditions appended as an exhibit to this Agreement.

AGREEMENT

Therefore, the parties agree as follows:

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

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

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

(b) This Phase I Agreement will expire 365 days after UTA issues an NTP (that date, the “**Phase 1 Completion Date**”), unless (i) UTA and Contractor mutually agree to extend the term

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

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

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

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

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

- (1) All written amendments and Change Orders to this Agreement executed in accordance with Section 9 below;
- (2) This Agreement, including its exhibits and Federal Clauses;
- (3) Contractor's Proposal in response to the RFP; and
- (4) The RFP including, without limitation, all attached or incorporated terms, conditions, drawings, plans, specifications and standards or other descriptions of the Work.

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

(c) If any terms of the Contract Documents contradict any other terms, the order of precedence is as follows:

- 1 All written and properly executed amendments and change orders
2. This Agreement, including its exhibits and Federal Clauses
3. The RFP including, without limitation, all attached or incorporated terms, conditions, drawings, plans, specifications and standards or other descriptions of the Work
4. Contractor's Proposal in response to the RFP

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

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

6. Representatives of the Parties. (a) UTA designates Janelle Robertson as its Project Manager, and Grey Turner as its Senior Representative. UTA’s Contract Administrator for this Agreement is Brian Motes. Questions or correspondence regarding the contractual aspects of this Agreement should be directed to Brian Motes, at the address set forth in Section 12 below. UTA’s Project Manager, Senior Representative, and Contract Administrator are referred to collectively as the “**UTA Representatives.**”

(b) Contractor designates Keith Tarkalson as its Project Manager and Clayton Gilliland as its Management Representative (collectively, the “**Contractor Representatives**”).

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

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

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

(c) UTA shall pay Contractor all amounts properly requested and documented within thirty (30) days of receipt of an Application for Payment. Notwithstanding the preceding sentence, if UTA determines that Contractor is not entitled to all or part of an Application for Payment as a result of Contractor’s failure to meet its obligations hereunder, UTA will notify Contractor in writing at least five (5) days prior to the date payment is due. The notice must indicate the specific

amounts UTA intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Contractor must take to rectify UTA's concerns. Contractor and UTA will attempt to resolve UTA's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Contractor may pursue its rights under the Contract Documents. Contractor shall continue to perform the Phase 1 Work pending the resolution of any such dispute.

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

10. **Indemnity.** Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend UTA, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction to the extent resulting from the negligence or willful misconduct of Contractor, Contractor's consultants and subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

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

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

If to Utah Transit Authority:
Utah Transit Authority
Attn: Brian Motes
669 West 200 South
Salt Lake City, UT 84101

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

If to the Contractor:
Stacy and Witbeck
Attn: Keith Tarkalson
1958 W North Temple
Salt Lake City, UT 84116

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

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

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

orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of this Agreement and/or Contractor's compliance with this Agreement. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of this Agreement at any tier.

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

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

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

16. Work Product. (a) All drawings, specifications, reports, calculations, and other documents funded under this Contract whether or not furnished by Contractor to UTA pursuant to this Agreement (those documents, the "Work Product") are deemed to be the property of UTA. UTA shall retain the ownership and intellectual property rights therein.

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

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

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

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

20. Severability. If any provision or any part of a provision of the Contract Documents is finally determined to be superseded, invalid, illegal, or otherwise unenforceable, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the

remaining provision or parts of the provision of the Contract Documents, which will remain in full force and effect as if the unenforceable provision or part were deleted.

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

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

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

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

UTAH TRANSIT AUTHORITY

By: _____
Name: Carolyn Gonot
Title: Executive Director

Date: _____

By: _____
Name: Mary DeLoretto
Title: Acting Chief Service
Development Officer

Date: _____

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

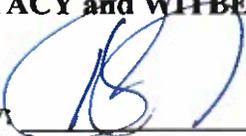
Date: _____

Approved as to Legal Form:

By: Mike Bell
Date: 12-3-19
Mike Bell -- AAG State of Utah
Utah Transit Authority Legal Counsel

By: _____
Date: _____
Janelle Robertson -- Project Manager II

STACY and WITBECK, INC.

By:  Date: 12/2/2019
Name: Keith Tarkalson
Title: Project / Area Manager

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

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

Contractor's Federal ID Number: 94-2787950

Exhibit A

Scope of Work and Pricing

Scope of Work

The objective of the Phase 1 – Pre-Construction Services Agreement and its associated tasks is to create a teaming atmosphere that will allow the Project Partners, the Contractor, and the designer to work jointly and cooperatively to deliver the highest quality Project within or under the budget as determined by UTA. The Phase 1 – Pre-Construction Services Agreement not-to-exceed price must cover all pre-construction services shown in the tasks below up to the execution of the Phase 2 –Construction Services Amendment, if such Phase 2 –Construction Services Amendment is executed.

TASK	DESCRIPTION
Task 1– Project Management	The Contractor shall provide a proposed PM, CM and associated staff. This Task 1 should only include services that are not encompassed in any of the other tasks identified in this <i>Section 1.8</i> .
Task 1A – Consultation on final design and construction	The Contractor shall consult with, advise, assist, and provide recommendations to The Project Partners and the design team on all aspects for finalizing the design and proposed construction, as requested by UTA. This task includes recommendations on design packaging to advance the phased construction.
Task 1B- Goal setting session	The Contractor shall participate in a goal setting session with the Project Partners. The outcome of this session will be to review the goals as currently identified in this RFP to ensure the Contractor’s understanding of those goals and to allow the Contractor to provide recommendations to the Project Partners regarding refining and or modifying the goals.
Task 1C- Partnering	The Contractor shall work with the Project Partners to develop a professionally facilitated partnering process. The intent is that the partnering process will take place during the Phase 2 - Construction Services Amendment. The Contractor will acquire the professional facilitator and staff, who will be chosen based upon the mutual agreement of the Project Partners and the Contractor. The cost of the partnering process will be included in the lump sum price of the Phase 2 - Construction Services Amendment.
Task 2 – Constructability and material availability reviews and on-going VE	The Contractor shall provide constructability and material availability reviews, along with written reports and recommendations, of the design drawings in the Attachment through to the release for construction drawings. The VE process during the Phase 1 – Pre-Construction Services Contract will be considered an ongoing, integrated process as the design and construction progress. The Contractor shall provide on-going constructability reviews and VE for the Project, including written reports and recommendations of the drawings in the Appendix and of the release for construction drawings. During the Phase 1 – Pre-Construction Services Agreement, the Project Partners, the designers and the Contractor will formally meet on a bi-weekly

	<p>basis to review the major cost and design elements of the Project. The meetings and follow up assignments will be structured to reduce the cost of the Project and or improve the value of the project. This process is intended to provide an interactive and cooperative forum to generate value. This process will be incorporated into the on-going Project design process and as such does not provide a means to create “typical” VE proposals and measure the savings. Any savings estimated to accrue to the Project due to the VE process during this Phase 1 – Pre-Construction Services Agreement will accrue solely to the benefit of UTA.</p>
<p>Task 2A – Review of all design and release for construction drawings</p>	<p>The Contractor shall review design drawings, specifications and release for construction design drawings and specifications, identify revisions to improve clarity for bidding or competitive procurement, and propose revisions that reduce construction costs and time of performance in written reports submitted to UTA.</p> <p>The Contractor shall identify various elements of the Project that may require less than 100% design and make recommendations of such to the Project Partners. The Contractor shall identify packages of work or work tasks that may be ideal for fast-tracking for early construction and make recommendations of such to the Project.</p>
<p>Task 2B- Constructability Report</p>	<p>Following the review of the preliminary design drawings, the Contractor shall prepare a constructability report which will be used as part of the FTA Small Starts Project Management Plan. The Contractor shall update the constructability report following the review of the final design drawings to reflect any significant changes between the preliminary and final plans</p>
<p>Task 3 – Conduct of construction plan</p>	<p>The Contractor shall submit a written conduct of construction plan to UTA. The Contractor shall address proposed construction phasing, staging, and field office needs; parking requirements during construction; construction equipment storage; use of public roadways including haul routes, including any utility disruptions; protection of adjacent properties; dirt/debris mitigation; known hazardous material remediation; storm water drainage management; temporary facilities; traffic management; noise and vibration control; work hours, including, number of shifts and weekends; temporary road closures or detours; emergency vehicle provisions; maintenance of access to all properties; public and worker safety protections; security; coordination signals; and maintenance of construction work zones.</p>
<p>Task 3A – Recyclable materials report</p>	<p>The Contractor shall submit a report identifying materials that may be cost-effectively recycled during construction, including a cost estimate of potential cost increases or decreases from the baseline estimate.</p>
<p>Task 3B – Identification of long lead items</p>	<p>The Contractor shall identify any long lead items, in a letter to UTA, which should be procured so that the schedule is not impacted.</p>

<p>Task 4 – Permit documentation preparation and assistance</p>	<p>The Contractor shall prepare, with assistance from the Project Partners, the necessary documentation to obtain environmental and administrative permits for the construction of the project. It is anticipated that the Contractor will be responsible for obtaining storm water pollution prevention, construction dewatering, construction, traffic control, and building permits. Permits and environmental work shall comply with the EA and FONSI. The Contractor shall pay for these permits and will be responsible to develop exhibits to these permits, as necessary.</p>
<p>Task 5 – On-going risk analysis participation</p>	<p>The Contractor shall participate in on-going risk analysis. The outcome of the on-going risk analysis should be allocations of risks during the Phase 2 – Construction Services Amendment. UTA anticipates that this Task 5 will also include a full day risk workshop during which risk philosophy, issues, and allocation will be discussed by the Project Partners, the designer and the Contractor.</p>
<p>Task 6 – Contracting Plan</p>	<p>The Contractor shall prepare, in coordination with UTA, a Contracting Plan for accomplishment of all construction and to maximize Disadvantaged Business Enterprise (DBE) opportunities, in accordance with UTA’s DBE program.</p> <p>The Contractor shall recommend division of the work to facilitate bidding and award of trade contracts. The Contractor shall recommend which work, if any, should be procured through value-based competitive selection, in lieu of low bid.</p> <p>The Contractor shall identify work which the Contractor proposes to self-perform, and how the Contractor will ensure that the pricing of self-performed work will be most advantageous to the Project Partners. The Contractor shall identify the plan to manage any subcontract that is not performing in accordance with the Project’s requirements for budget control, on-time schedule performance, safety, or Quality Control (QC).</p> <p>As a part of the Contracting Plan, the Contractor shall also be required to identify its process for selecting subcontractors. This process should identify how UTA will be involved in the selections.</p>
<p>Task 7 – On-going cost estimating</p>	<p>The Contractor shall provide on-going open book cost estimating. The Contractor shall submit to UTA a construction cost estimate of the 60% drawings. On or about the completion of release for construction design documents for the Project the Contractor shall prepare and submit construction cost estimates that, when agreed to by UTA, will become the lump sum prices for the Phase 2 - Construction Services Amendment. If the initial lump sum construction cost estimates appear to be exceeding UTA’s established construction budgets, the Contractor shall notify UTA accordingly and propose how to complete the work within budget. If UTA and the</p>

	<p>Contractor cannot agree on lump sum prices for the Phase 2 – Construction Services Amendment, UTA reserves the right to terminate the CM/GC Contract and procure the work in an alternative manner, as UTA deems appropriate. In the event of early termination, UTA will compensate the Contractor based upon work performed prior to the termination for which the Contractor can provide appropriate documentation that such work was performed for the Project. The Contractor shall identify the risks that it assumed when preparing the cost estimates at 60% design and release for construction design and submit such assumptions with the cost estimates to UTA.</p>
<p>Task 7A – Critical Path Method schedule</p>	<p>In conjunction with development of the lump sum for the Phase 2- Construction Services Amendment the Contractor shall prepare a detailed, baseline, cost-loaded, Critical Path Method (CPM) schedule for schedule management and progress payment processing during the Phase 2 – Construction Services. In addition to the schedule, the Contractor shall submit a finalized budget, estimated payment schedule, and schedule control management plan to ensure completion of construction within budget and in accordance with the baseline schedule.</p>
<p>Task 8 – Project Partner and stakeholder coordination</p>	<p>The Contractor shall provide stakeholder coordination and outreach services. The Contractor shall assist UTA with coordination with residents, businesses, utilities, potential developers, and other Project stakeholders on an as needed basis. The Contractor shall not be delegated the authority to act on UTA’s behalf with the Project Partners or other Project stakeholders. However, the Contractor shall be considered to be a member of UTA’s Project team and will be requested to be a part of, and in some cases plan and organize, coordination meetings with the various Project stakeholders. During the Phase 1 – Pre-Construction Services Agreement, these coordination meetings are anticipated to include a significant amount of outreach to businesses and residents along the affected corridor. This outreach may include one or more public open houses and/or workshops as well as ongoing meetings with established stakeholder groups. The Project Public Involvement Team and UTA’s final designer will be responsible to develop meeting materials (boards, handouts, and other visual aids), and the Contractor shall attend all of these coordination and outreach meetings. UTA will record the outcome of the efforts in the form of meeting notes or brief reports and, with assistance from the Contractor, the Project Partners will develop timely responses to comments and questions received during the Phase 1 – Pre-Construction Services Agreement work.</p>
<p>Task 9 – No Units or Price for this Task.</p>	<p>The Contractor shall collect detailed information required to create the plans identified in the subtasks to this Task 9. The Contractor shall submit a detailed outline of each plan identified in the subtasks to this Task 9 to UTA</p>

See subtasks below for pricing.	for approval. After such approval is received, the Contractor shall prepare and submit the plans to UTA for approval. (This Task 9 should have no units or price associated with it. All units and prices associated with the subtasks to this Task 9 must be allocated to the appropriate subtasks.)
Task 9A – Development of a safety plan	The Contractor shall prepare and submit a safety plan, in compliance with UTA’s Construction Safety Program Manual.
Task 9B – Development and implementation of quality plan	The Contractor shall develop, implement, and maintain a Quality Plan that assures equipment and material conformance to the applicable requirements of every section of the specifications. The Contractor shall develop a QC program to ensure continuing attention to the production and installation of error-free work complying with the CM/GC Contract. The QC program must include education, training, tool box meetings, meetings with subcontractors and suppliers, and other activities designed to accomplish the following: A) Emphasize the importance of high-quality work; B) Stress the concept that quality is best achieved during initial fabrication and/or installation of the work (i.e., "Do it right the first time"); C) Enhance the exchange of technical and other information pertaining to quality throughout the Contractor's Project organization; and D) Eliminate non-complying work requiring rework or replacement. The Quality Plan must include the Contractor's assurance of the quality of the work of subcontractors at all tiers. UTA will provide Quality Assurance (QA) for the Project. UTA or its designee will perform QA inspection and testing and will audit the Contractor to verify work and materials comply with the CM/GC Contract drawings, specifications, and all referenced standards. Audits will be performed on a systematic basis, coordinated with the Quality Plan or as warranted by general quality trends.
Task 9C – Storm water runoff plan	The Contractor shall prepare and submit a plan to manage storm water runoff during construction in accordance with local jurisdiction criteria.
Task 9D – Safety certification plan	The Contractor shall work with UTA as requested to prepare a safety certification plan for use during and for close out of construction.
Task 9E – Utah Department of Environmental Quality compliance plan	The Contractor shall prepare and submit a plan to comply with Utah Department of Environmental Quality (DEQ) regulations regarding equipment emissions and dust during construction.
Task 9F – Hazardous Materials plan	The Contractor shall prepare and submit a plan to handle identified hazardous materials during construction and indicate how unanticipated hazardous materials that may be encountered during construction will be mitigated.

PRICING
FORM A
PHASE 1 - PRE-CONSTRUCTION SERVICES CONTRACT
PRICE PROPOSAL

Task #	Description¹	Unit	Anticipated Hours	Total Price
1	Project management	Lump	966	\$143,934
1A	Consultation on final design and construction	Lump	580	\$82,980
1B	Goal setting session	Lump	16	\$2,384
1C	Partnering	Lump	32	\$4,424
2	Constructability and material availability reviews and on-going Value Engineering	Lump	520	\$72,280
2A	Review of all design and release for construction drawings	Lump	400	\$57,000
2B	Constructability report	Lump	104	\$13,432
2C	Identification of long lead items	Lump	0	\$0
3	Conduct of construction plan	Lump	160	\$21,088
3A	Recyclable materials report	Lump	9	\$1,169
3B	Identification of long lead items	Lump	13	\$1,593
4	Permit documentation preparation and assistance	Lump	116	\$15,564
5	On-going risk analysis participation	Lump	64	\$8,848
6	Contracting plan	Lump	64	\$8,504
7	On-going cost estimating	Lump	940	\$100,560
7A	Critical Path Method schedule	Lump	80	\$11,060
8	Project Partners and stakeholders coordination	Lump	440	\$78,280
9	(No unit pricing for this task. See subtasks below)			
9A	Development of a Safety plan	Lump	48	\$9,652
9B	Development and implementation of a Quality Plan	Lump	48	\$9,652
9C	Storm water runoff plan	Lump	24	\$7,576
9D	Safety certification plan	Lump	24	\$3,576
9E	Utah Department of Environmental Quality compliance plan	Lump	6	\$4,894
9F	Hazardous material plan	Lump	6	\$4,394
Not to Exceed Total Price				\$662,844

FORM B

**PHASE 2 –CONSTRUCTION
SERVICES AMENDMENT PRICE
PROPOSAL**

(Note: The pricing shown below will be incorporated into a Phase II construction amendment provided the Parties otherwise reach agreement on scope of work and project construction costs.)

Included below are the Contractor’s Fixed Fee and Percentage Markups for the Construction and Change Order work. See the RFP Part 1, Section 1.6 for description of Phase 2 Lump Sum Price components.	
1) Proposed maximum overall project overhead percentage markup for General Conditions for management and construction to be applied to the subtotal cost of work prior to any percentage markups. It is UTA’s intent that this markup percentage would include, but not be limited to all of the following items: field office overhead, field direct expenses, all Insurance (i.e. Commercial General Liability, Automobile Liability, Umbrella, Builder’s Risk, Pollution (Contractor’s and Legal), Worker’s Compensations and Employee Liability, etc.; Bond (i.e. Performance Bonds, Payment Bonds, Warranty Bonds, Subcontractor Bonds, etc.); Warranty Obligations; Risk; Incidental Overtime; Indirect Costs; and any other add on percentages (not otherwise called out) such as for project management and supervision, field personnel, permits, quality control and testing, temporary facilities, field office and storage facilities, maintenance of traffic, equipment mobilization, maintenance, and demobilization, winter protection, temporary facilities, support facilities, field engineering and layouts, final clean up, commissioning for the project, SWPPP, survey, small tools, and mobilization. (Identify separate percentages used for each item.)	[List separate percentages for each and Insert a total overall percentage] <u>20 %</u>
2) Proposed Contract Fixed Fee Percentage. The fixed fee percentage will be applied to actual total construction costs and also to owner initiated change orders at the Contractor level. The fixed fee percentage also contains profit and home office overhead. Home office overhead is defined as all auditable costs that are allocated to all projects, including insurance that is maintained by the Proposer as a general cost of doing business.	[Insert percentage] <u>7.5 %</u>
3) Proposed maximum markup percentage rate for subcontractors and materials suppliers for construction phase. (Identify separate percentage if different percentages are used for each.)	[Insert percentage] <u>7.5 %</u>
4) Proposed maximum percent markup percentage of all tier levels of subcontractors and material suppliers during the construction phase.	[Insert percentage] <u>12.5 %</u>
5) Proposed percentage markup applied to base labor rates to arrive at typical billing rates for contractor’s personnel. This percentage will not be used in the evaluation of Proposers but is required for UTA to understand the other pricing elements submitted. UTA reserves the right to use this markup percentage in negotiations with the successful proposer.	[Insert percentage] <u>27.5 %</u>

Exhibit B to Construction Services Amendment

Utah Transit Authority Project Minimum Insurance Requirements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Commercial general liability ("CGL") insurance for all operations in a form providing coverage not less than that of standard commercial general liability insurance. The CGL insurance shall be on an occurrence form and cover all operations of the contractor and its subcontractors, including independent contractors. The CGL insurance shall, at a minimum, provide coverage for bodily injury, products and completed operations coverage, contractual liability and personal injury liability with limits not less than:
 - a. \$10 million per occurrence for bodily injury and property damage, with a maximum deductible or self-insured retention of \$100,000.
 - b. \$10 million per occurrence for products/completed operation coverage.
 - c. \$2 million per occurrence for personal and advertising injury and contractual liability.The CGL insurance shall not have any coverages that delete or deny coverage including, but not limited to, ISO Form 2294. The contractor shall obtain approval of the CGL policy from UTA prior to executing the contract.
2. **Automobile Liability:** Automobile liability insurance covering bodily injury and property liability exposures relating to all owned, hired or non-owned autos used in conjunction with the contract work. Such insurance shall have a combined single limit of not less than \$5 Million.
3. **Workers' Compensation:** Worker's compensation insurance as required by the State of Utah, with statutory limits, and employers' liability insurance with a limit of no less than \$500,000 each accident, \$500,000 disease-policy limit and \$500,000 disease-each employee.
4. **Builder's Risk:** Builder's risk (course of construction) insurance, covering the risk of loss for any damage or loss to the building or structure by any means or occurrence until the final completion of the contract work. Coverage shall utilize an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage shall include mechanical breakdown, property in transit, property at temporary storage locations, earthquake damage and flood damage insuring the interests of UTA, SLCD and their respective subcontractors of any tier providing equipment, materials or services for the project.
5. **Professional Liability:** Professional liability insurance with limits no less than \$5 million per occurrence or claim, and \$1,000,000 with a maximum deductible or self-insured retention of \$100,000.

6. **Pollution Legal Liability:** Contractor's pollution legal liability and/or asbestos legal liability and/or errors and omissions (if project involves environmental hazards) with limits no less than \$2,000,000 per occurrence or claim, and \$4,000,000 policy aggregate.

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

Builder's Risk (Course of Construction) Insurance

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

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

Claims Made Policies

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

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

Acceptability of Insurers

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

Waiver of Subrogation

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

Verification of Coverage

Contractor shall furnish UTA with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by UTA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them. UTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and contractor shall ensure that UTA is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. Contractor may adopt a contractor controlled insurance program to meet this requirement.

Special Risks or Circumstances

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

EXHIBIT C

FEDERAL CLAUSES FOR CONSTRUCTION CONTRACTS

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 USC §4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

ACCESS TO RECORDS AND REPORTS

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

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

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

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

BONDING REQUIREMENTS [Applicable Only to Contracts valued at more than \$150,000]

Unless a different requirement is set forth in the Contract, Contractor shall maintain the following bonds: A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by Contractor and shall remain in full force for the term of the Contract. Contractor will provide the performance bond to UTA within ten (10) business days from execution of the Contract. The performance bond must be provided by a fully qualified surety company acceptable to the UTA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of authority as described thereunder. UTA may require additional performance bond protection if the Contract price is increased. The increase in protection shall generally

equal 100 percent of the increase in Contract price. UTA may secure additional protection by directing Contractor to increase the amount of the existing bond or to obtain an additional bond.

A labor and materials payment bond equal to the full value of the Contract must be furnished by Contractor to UTA as security for payment by Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to UTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a certificate of authority as described thereunder.

BUY AMERICA CERTIFICATION [Applicable Only to Contracts valued at more than \$150,000]

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Contractor shall be responsible for ensuring that lower tier contractors and subcontractors are in compliance with these requirements. All respondents to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

CARGO PREFERENCE [Applicable Only to Contracts Involving Equipment, Materials or Commodities Transported by Ocean Vessels]

Contractor shall: (i) use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to the Contract, to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; (ii) furnish, within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to UTA (through Contractor in the case of a subcontractor's bill-of-lading.); and (iii) include these requirements in all subcontracts issued pursuant to the Contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Contractor shall comply with all applicable regulations, policies, procedures and directives of the FTA. Applicable regulations, policies, procedures and directives include, without limitation, those listed directly or by reference in the Master Agreement between UTA and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to comply shall constitute a material breach of the Contract.

CIVIL RIGHTS REQUIREMENTS

In accordance with Federal transit law at 49 USC §5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Contractor agrees to comply with applicable Federal implementing

regulations and other implementing requirements FTA may issue including, without limitation the following equal employment opportunity requirements:

(1) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e et seq., and federal transit laws at 49 USC §5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC §2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC §2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

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

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

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

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

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT [Applicable Only to Contracts valued at more than \$150,000]

(1) **Overtime Requirements** – Neither Contractor nor any subcontractor contracting for any part of the work under the Contract which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

(4) **Subcontracts** – Contractor and all subcontractors shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

DAVIS-BACON ACT PREVAILING WAGE AND COPELAND ACT ANTI-KICKBACK REQUIREMENTS

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or

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

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

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

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

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

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

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

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

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

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

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

(v)(A) UTA's Civil Rights Compliance Office shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

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

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

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

may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

(ii)(A) Contractor shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following: That the payroll for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete:

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

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

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

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

(iii) Contractor and any subcontractor shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the federal agency may, after written notice to Contractor, sponsor, applicant, or owner, take such action as

may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR §5.12.

(4) Apprentices and trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

work performed until an acceptable program is approved.

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

(5) Compliance with Copeland “Anti-Kickback” Act Requirements – Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(6) Subcontracts – Contractor and any subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract Termination: Debarment – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment of Contractor as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in the Contract.

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

(10) Certification of Eligibility – (i) By entering into the Contract, Contractor certifies that neither Contractor nor any person or firm who has an interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

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

Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted award; (v) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in any federally assisted award. By submitting a response to UTA’s solicitation for the Contract,

Contractor has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Contractor knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISES

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

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

(3) **DBE Goals and Good Faith Efforts** – The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. No separate contract goal has been set for the Phase 1 construction Services Agreement. If UTA executes the Phase 2 Construction Services Amendment, a contract goal of 6% will apply to the Phase 2 work. If a separate contract goal for DBE participation has been established for the Contract, it is listed in the solicitation documents that have been incorporated into the Contract. Contractor is required to document sufficient DBE participation to meet the applicable goal. If Contractor is unable to meet the applicable goal, Contractor must alternatively document adequate good faith efforts to meet the DBE Goal. The types of actions that the UTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following: (i) Contractor's attendance at a pre-bid meeting (as applicable) scheduled by UTA to inform DBEs of subcontracting opportunities; (ii) advertisement of subcontracting opportunities in general circulation media, trade association publications, and minority-focus media; (iii) written notification to capable DBEs that their interest in the Contract is solicited; (iv) documentation of efforts to negotiate with DBEs for specific subcontracts including the names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact, a description of the information provided to DBEs regarding the work to be performed and a statement explaining why additional agreements with DBEs were not reached; (v) for each DBE Contractor contacted but rejected as unqualified, the reason for Contractor's conclusion; (vi) documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining required bonding or insurance; (vii) documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs; (viii) documentation of Contractor's efforts to break out Contract work items into economically feasible units in fields where there are available DBE firms to perform the work; (ix) evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the Contract, and that such information was communicated in a timely manner; and (x) documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

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

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

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

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

ENERGY CONSERVATION

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

FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD

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

Contractor to the extent the US Government deems appropriate.

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

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

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

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

INCORPORATION OF FTA TERMS

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

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

Byrd Anti-Lobbying Amendment, 31 USC 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 USC §1601, et seq.] – Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to UTA.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

UTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the federal government, the federal government is not a party to the Contract and shall not be subject to any obligations or liabilities to UTA, Contractor or any other party (whether or not a party to the

Contract) pertaining to any matter resulting from the Contract. Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

RECYCLED PRODUCTS

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

RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION

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

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

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

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

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

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

TERMINATION

Upon ten (10) days' written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate the Contract. If UTA terminates the Contract for its convenience, UTA shall pay Contractor for that portion of the work performed up to the date of the notice of termination, plus Contractor's actual, reasonable and documented costs attributable to the termination, including those incurred to terminate

applicable subcontracts and leases, but excluding consequential damages, which includes, but is not limited to, lost profits and/or opportunity costs associated with the terminated portion of the work.

If Contractor materially fails to perform any of its obligations under the Contract, and such failure is not cured within ten (10) days of written notice from UTA identifying the breach, then UTA may terminate the Contract by delivering to Contractor a Notice of Termination specifying the nature of the default. In such event, UTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances and equipment on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damages to UTA resulting from Contractor's refusal or failure to complete the work within specified time, whether or not Contractor's right to proceed with the work is terminated. Notwithstanding the foregoing, no cure period shall be required if Contractor's default is due to its failure to satisfy any legal requirement concerning workplace safety or environmental compliance, or if Contractor's action(s) and/or omission(s) materially jeopardize safety.

Accept Terms of Clauses  Date 2/2/15 Company Name Stacy and Witbeck, Inc. Federal I.D. No. 94-2787950



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: December 18, 2019

SUBJECT:	Provo to Payson High-Capacity Transit Analysis
AGENDA ITEM TYPE:	Grant Opportunity
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	UTA, on behalf of the communities in South Utah County, is requesting funding support through the Mountainland Association of Governments (MAG) 2020 funding process to initiate an analysis of a future high-capacity transit solution connecting the communities of Provo, Springville, Spanish Fork, and Payson. The analysis will develop a Purpose and Need statement for the project, establish alternative screening criteria, and identify a series of preliminary alternatives. Additionally, the study will result in a Locally Preferred Alternative; rough cost estimates for both capital, operations and state of good repair; and recommend possible phasing to allow the project to grow over time along with ridership demand.
DISCUSSION:	<p>The deliverables from this analysis would inform the first two chapters of an environmental analysis, which would be the next step in moving towards implementation of a high-capacity transit solution in South Utah County.</p> <p>The MAG TransPlan 50 identifies a future commuter rail connection between Provo and Payson as a Phase I project. This project is a necessary first step in implementing the Regional Transportation Plan, and will work to identify a Locally Preferred Alternative to carry forward through an environmental analysis, and eliminate alternatives that are not feasible or do not meet the regional transportation objectives.</p>
ALTERNATIVES:	UTA could apply for this funding to support this study as our partners have requested, or an application could not be submitted and funding for the study sought through other sources.
FISCAL IMPACT:	The estimated cost for this planning project is \$500,000. UTA plans to seek \$250,000 from the MAG programed funds. The UTA Planning department has adequate funding in their operating budget to cover the \$250,000 needed in additional funds, although partner municipalities have verbally committed to provide some of this match.
ATTACHMENTS:	1) Project Idea Report Form for MAG Regional Transportation Funding

Information: All sponsors seeking federal, state, or county funding must submit this completed Project Prioritization Project Idea Report. This sheet will be used to create a draft listing of projects to present to the MPO TAC Committee for their discussion to move an idea forward to the Concept Report level of the process. **A draft of this report, a signed cover letter by your elected official or agency head, and any Additional Submittals are due in one PDF format file by December 4, 2019, 5pm.** Submit to Bob Allen electronically at rallen@mountainland.org. If you have any questions, please call Bob Allen at 801/229-3813 or Shawn Eliot at 801/229-3841.

To be eligible for funding, projects must be on the Utah Functional Classification Map (highway construction). For new capacity projects (new or additional highway lanes, new trails, new transit) must be listed in TransPlan50 or be supported in Transplan50 (collector roads). New capacity highway, transit or trail projects must be listed in the city master transportation plan, UDOT or UTA plans. Smaller projects like turn lanes, sidewalks, ITS, or intersection improvements need not be listed in plans.

1. **Project Name:** Provo to Payson High-Capacity Transit Analysis

2. **Project Description:**

UTA, on behalf of the communities in South Utah County, is requesting funding support to initiate an analysis of a future high-capacity transit solution connecting the communities of Provo, Springville, and Payson. The analysis will develop a Purpose and Need statement for the project, establish alternative screening criteria, and identify a series of preliminary alternatives. Additionally, the study will result in a Locally Preferred Alternative; rough cost estimates for both capital, operations and state of good repair; and recommend possible phasing to allow the project to grow over time along with ridership demand.

3. **Draft Total Cost Estimate:** \$500,000

a. Other than the required 6.77% match, are other funds pledged for this project? Yes, \$250,00 in match total

4. **Is this a phased or segmented project?**

a. If answered "Yes" explain how the termini are logical for the phase.

The deliverables from this analysis would inform the first two chapters of an environmental analysis, which would be the next step in moving towards implementation of a high-capacity transit solution in South Utah County. An 8-page draft statement of work is available upon request.

5. **Is this a transportation study?**

a. If answered "Yes" describe the study and the purpose and need.

The MAG TransPlan 50 identifies a future commuter rail connection between Provo and Payson as a Phase I project. This project is a necessary first step in implementing the Regional Transportation Plan, and will work to identify a Locally Preferred Alternative to carry forward through an environmental analysis, and eliminate alternatives that are not feasible or do not meet the regional transportation objectives.

6. **Is project on the Functional Class Map:**

a. If answered "Should be on map" explain what you propose and why the proposed corridor is regional.

N/A

b. If answered “No” or “Not a highway project” explain project’s regional significance:

The FrontRunner commuter rail system is the backbone of the Wasatch Front's transit system, comparable to Interstate 15's role in the roadway network. The system currently carries over 19,000 people per day between Ogden and Provo. As growth in the Wasatch Front moves further south, expanding a transit connection to emerging centers in South Utah County will be critical to ensure the region is able to meet the transportation demands of the future.

7. **If a new capacity project, does it come from an approved municipal general/transportation plan?**

a. If answered “No” explain why:

The local plans for Provo, Springville and Payson all reference future commuter rail and public transit linking together their communities with the developed transit network between Provo and Ogden. Local land use decision-making is already being influenced by the possibility of this future transit extension.

8. **Explain any coordination with other jurisdictions and stakeholders.**

UTA is coordinating closely with the Utah Department of Transportation, Utah County, and the communities of Provo, Payson, Springville, to advance this study. Preliminary study partner meeting were held on September 17, and November 14, 2019.

9. **Does the project come from or supported in the MPO transportation plan?**

a. If answered “No” explain why:

N/A

10. **Has preliminary work been done, or right-of-way purchased?**

Additional Submittals: Please submit any supporting documentation including **maps, diagrams, charts, etc.** that will allow MPO and UDOT staff and the MPO Technical Advisory Committee to make an informed decision regarding the proposed project. **Keep Additional Submittals to 4 pages total. All Additional Submittals with this sheet shall be submitted as one PDF file electronically to the MPO.**



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: December 18, 2019

SUBJECT:	Transit Transportation Investment Fund (TTIF) UTA Project Proposals
AGENDA ITEM TYPE:	Grant Opportunity
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	<p>The Utah Transportation Commission, in consultation with the Utah Department of Transportation (UDOT) and the state's Metropolitan Planning Organizations (MPOs), developed a written prioritization process to guide the decision-making process for programming Transportation Investment Fund (TIF) and Transit Transportation Investment Fund (TTIF) monies for transportation capacity projects.</p> <p>Nominations for projects are due January 6, 2020.</p>
DISCUSSION:	<p>UTA intends to propose one project and support two projects that will be submitted by local entities.</p> <p>UTA Submittal: Ogden/Weber State University (WSU) Bus Rapid Transit</p> <p>The proposed project is to provide electric vehicles for the Bus Rapid Transit system for Ogden/Weber State University to connect downtown Ogden, Weber State University and McKay-Dee Hospital.</p> <p>The BRT anticipated project benefits are:</p> <ul style="list-style-type: none">• Increased service• Improved Access to WSU• Regional Connection• Provides Access to Jobs• Addresses the Wasatch Front's Air Quality• Helps reduce congestion and parking demand at WSU• Promotes Economic Development <p>As the planning for Ogden/WSU BRT has progressed it has been identified that 10 electric vehicles will be needed for the route. The original project budget included diesel vehicles and the electric vehicles will cost an additional \$400,000 per bus. This grant request of \$4,000,000 is for the incremental cost of upgrading to electric vehicles.</p>

	<p>The match is covered by funding previously secured. The requested TTIF award would help fill the funding gap and allow UTA bond funds to be applied to other projects.</p> <p>The electric bus benefits are:</p> <ul style="list-style-type: none"> • Public health benefits • Zero emissions in the nonattainment area • Quiet operation • Better acceleration compared to traditional buses • Recover braking energy • Long-term lower operating costs <p>Lehi City Submittal/UTA Supported: Lehi Pedestrian Bridge</p> <p>UTA will provide a letter of support for Lehi’s pedestrian bridge project located within the UTA rail corridor that will cross SR-92. The TTIF grant request will supplement previously secured funding, including Federal Transit Administration Transportation Investment Generating Economic Recovery (TIGER) funding.</p> <p>Provo City Submittal/UTA Supported: Provo Pedestrian Bridge</p> <p>UTA will provide a letter of support for Provo’s pedestrian bridge project that will cross the FrontRunner railroad tracks at 600 South and 100 West in Provo, Utah. The TTIF grant request will supplement previously secured funding, including Federal Transit Administration Transportation Investment Generating Economic Recovery (TIGER) funding.</p>
FISCAL IMPACT:	Per grant requirements the minimum total project match is 40%. The match for all projects listed has been identified. All of the matching funds indicated for these projects are in the 2019 Capital Budget, or identified in the approved 5-Year Capital Plan.
ATTACHMENTS:	N/A



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: December 18, 2019

SUBJECT:	Intermountain Healthcare ECO Trip Rewards Contract
AGENDA ITEM TYPE:	Fares-Revenue Contract
RECOMMENDATION:	Authorize UTA to enter into a contract with Intermountain Health Care (“IHC”) and approve an incentive discount of 17.5% off the UTA base one-way fare schedule.
BACKGROUND:	<p>Intermountain has a long-standing relationship with UTA. The current contract between UTA and Intermountain Healthcare is a custom agreement, ECO Trip Rewards Trip-Based Agreement, and allows IHC to provide a transit pass option to as many of their 20,000 employees as possible. Employees can opt in or out to receive a UTA transit pass. Intermountain pays for each trip taken by authorized users on UTA transit services. Authorized users include all persons employed by or who volunteer for Intermountain.</p> <p>All cardholders are required to “tap-on/off” the UTA system and a trip report will be generated every time a Pass issued to a Cardholder is presented to board a UTA vehicle in service. Authorized services under this agreement can be found in Exhibit A of the contract.</p>
DISCUSSION:	<p>Intermountain Health Care (“IHC”) is in the process of negotiating a new contract with UTA. However, to ensure that there is no lapse between contracts, IHC has requested to renew their current custom agreement which expires on December 31, 2019.</p> <p>UTA will invoice IHC monthly based on the number of trips taken, the one-way base fare, and any fuel surcharge fee, if applicable. UTA will provide a discount of 17.5% to IHC on UTA’s base one-way fare schedule due to their commitment to implementing internal marketing initiatives to promote and increase pass usage in 2020. Because of its commitment to implementing internal marketing initiatives to promote and increase pass usage in 2020, UTA is providing a discount of 17.5% to Intermountain Healthcare on UTA’s Base One-Way Fare Schedule.</p> <p>The estimated revenue is projected to be \$715,000.00 based on trips taken in 2019.</p>

CONTRACT SUMMARY:	Contractor Name: Intermountain Health Care	
	Contract Number: 19-F0002_2	Existing Contract Value: Estimated at \$715,000 of revenue to UTA
	Base Contract Effective Dates: January 1-December 31, 2020	Extended Contract Dates: NA
	Amendment Amount: NA	New/Total Amount Contract Value: Estimated at \$715,000 based on 2019 contract
	Procurement Method: NA	Funding Sources: NA
ALTERNATIVES:	Not approve the contract and forgo revenue.	
FISCAL IMPACT:	Approximately \$715,000 in revenue paid to UTA. This revenue is estimated based on the 2019 contract revenue received. We do not expect a change in revenue for 2020	
ATTACHMENTS:	1) UTA-Intermountain Healthcare 2020 ECO TRIP Rewards – Trip Based Agreement	

**ECO TRIP REWARDS
TRIP BASED
AGREEMENT**

This ECO Trip Rewards Trip Based Agreement (the “Agreement”) is made this 1st day of January, 2020, between (a) the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah (“UTA”), and (b) **IHC Health Services, Inc** (or the “Administrator”).

Recitals:

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

WHEREAS, Administrator is an employer that hires Employees who work at one or more common locations or area designations 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; and

WHEREAS, Administrator desires to purchase a fare for each trip taken by its Authorized Users pursuant to the terms and conditions set forth in this Agreement.

Agreement:

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. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to allow Administrator to purchase a fare for each trip on authorized UTA transit services for its Authorized Users (as defined this Agreement) in accordance with the attached and incorporated Exhibit “A”. Administrator is responsible for issuing Passes to its Authorized Users (as defined in this Agreement) in accordance with the terms and conditions contained in this Agreement.
2. **TERM.** The Term of this Agreement shall begin January 1, 2020 and terminate December 31, 2020 (the “Term”).
3. **AUTHORIZED USERS.** Administrator’s authorized users include all persons employed by or who volunteer for Administrator (“Authorized Users”). Administrator’s Authorized Users who have been issued a Pass in accordance with Paragraph 4 of this Agreement are cardholders (“Cardholders”) for purposes of this Agreement.
4. **FORM OF PASS.** The type of Passes selected by Administrator shall be reflected on Exhibit “A 2.a.”
 - A. **Electronic Fare Card Media.** Each “Pass” is in the form of a unique electronic micro-chip embedded in an electronic fare card media, which may be printed by UTA or Administrator.
 1. **UTA-Printed Passes.** “UTA Printed Passes” shall be activated electronic fare cards provided to Administrator. Each electronic fare card is individually numbered with a unique chip number. Upon entry of either the electronic fare card’s UID or card face number using

UTA's web-based interface or other log maintained by Administrator and transfer of the electronic fare card to the Authorized User, the electronic fare card shall become a Pass for purposes of this Agreement. Administrator agrees to: 1) implement and comply with UTA's Cardholder Rules, as set forth in Exhibit D; and 2) train staff with Pass issuance or administration responsibilities on UTA's Cardholder Rules.

2. **Administrator-Printed Passes.** "Administrator-Printed Passes" shall be in the form of an electronically enabled employee identification card complying with UTA Card Data Format Specification Rules. Authorization from UTA must be received prior to electing to use Administrator-Printed Passes for purposes of this Agreement. Upon issuance of an electronically enabled employee identification card using UTA's web-based interface or other log maintained by Administrator and transfer of the electronic fare card to the Authorized User, the electronic fare card shall become a Pass for purposes of this Agreement. Administrator agrees to: 1) implement and comply with UTA's Cardholder Rules; and 2) train staff with Pass issuance or administration responsibilities on UTA's Cardholder Rules. UTA shall issue an electronic "Receipt of Issue." Upon Administrator's receipt of "Receipt of Issue," the electronically enabled employee identification shall be a Pass, for purposes of this Agreement.

5. **PASS RECOGNIZED AS TRANSIT FARE.**

- A. So long as this Agreement has not been terminated in accordance with Paragraph 23, a Pass issued to a Cardholder under this Agreement, when used by such Cardholder in accordance with UTA's Cardholder Rules shall be recognized as full fare for the Authorized UTA Services listed on Exhibit "A".
 1. All Cardholders are required to "Tap-On" and "Tap-Off" (as defined in Exhibit "D"). Failure to do so may result in a citation or fine pursuant to UTA's ordinances.
 2. Cardholders must provide valid photo identification upon request by UTA authorized personnel.
 3. A trip report will be generated every time a Pass issued to a Cardholder is presented to board a UTA vehicle in service (a "Trip"). The manner in which UTA determines a Trip is further outlined in UTA Electronic Fare Frequently Asked Questions, which is located in Exhibit E. UTA services are public transit services.
- B. UTA reserves the right to modify its public routes from time to time in accordance with its operational objectives and policies at its sole discretion.
- C. Each Pass is valid from the date of issuance or activation by the Administrator through December 31, 2020. Each Pass may be re-activated by the Administrator in accordance with the UTA's Cardholder Rules pursuant to the terms of this Agreement.
- D. Corporate Pool Passes. Administrator may issue these passes to Authorized Users non-commuting purposes. Corporate Pool Passes are transferable from one Authorized User to another Authorized User. These passes do not require the Cardholder's name to be printed on the Pass. Otherwise, all other conditions apply. Authorized Users must carry an IHC Health Services, Inc. employee photo ID. Administrator is responsible for the issuance of the Corporate Pool Passes and for payment of all fares for all Trips recorded on Corporate Pool Passes.

6. **PAYMENTS BY ADMINISTRATOR TO UTA.** On a monthly basis, Administrator shall pay to UTA, the applicable, effective Base One-Way Fare for each Trip on an Authorized UTA Service, during the preceding month at the cost identified in Exhibit “B.”
7. **CALCULATION OF FARES.** The payment of Fares shall be calculated as follows:
 - A. The number of Trips for each month is determined by UTA’s Electronic Fare Collection system pursuant to the UTA Electronic Fare Collection Frequently Asked Questions attached as Exhibit E. The applicable Base One-Way Fare will be applied to each Trip (See Exhibit “B” for the current Base One-Way Fare schedule).
 - B. If a Fuel Surcharge Fee was in effect at the time of the Trip, the Fuel Surcharge Fee shall be added to the Base One-Way Fare. Notwithstanding the foregoing, the payment of any applicable Fuel Surcharge Fee by Administrator shall be a condition to the use of UTA’s transit services by Cardholders.
 - C. UTA reserves the right to charge a Fare based on a two-month trailing average of Trips, in the event that UTA’s Electronic Fare Collection system is not functioning properly as reasonably determined by UTA in UTA’s sole discretion.
 - D. The Base One-Way Fare Schedule rates are the rates posted on UTA’s website www.rideuta.com and defined in Exhibit B and are the same as the rates charged to UTA full fare paying customers. UTA reserves the right to adjust its Base One-Way Fare Schedule rates during the term of this Agreement, according to its operational needs as determined by UTA in its sole discretion. The Base One-Way Fare rate will be charged at the rate in effect at the time of the Trip.
8. **APPLICATION OF FUEL SURCHARGE.** The Fuel Surcharge Matrix in Exhibit “B” assigns a Fuel Surcharge Fee value based upon the measurement of the average U.S. Department of Energy: On-Highway Diesel Prices by Week (Rocky Mountain PADD) during the calendar quarter, to be effective thirty (30) days after the close of quarter. By way of example, the average U.S. Department of Energy: On-Highway Diesel Prices measured in 3Q’18 calendar quarter (July 1, 2018 – September 30, 2018) will determine the Fuel Surcharge effective, if at all, on or about November 1, 2018. A Fuel Surcharge Fee shall accrue to each Trip taken during the period of time that UTA imposes a Fuel Surcharge for all fare paying customers, according to the rates identified in the Fuel Surcharge Matrix in Exhibit “B.” UTA shall use good faith efforts to give Administrator fifteen (15) day notice prior to the implementation of or change to any Fuel Surcharge Fee. The Fuel Surcharge Fee shall be added to the Base One-Way Fare for each Trip. Application of the Fuel Surcharge described above shall be in UTA’s sole discretion.
9. **INVOICES.**
 - A. UTA shall invoice Administrator monthly. UTA’s invoice shall state: (1) the number of Trips by Service Type; (2) the total amount in Base One-Way Fares; (3) the total amount of Fuel Surcharge Fees owed UTA; and (4) the total amount of the applicable discount.
 - B. Payments shall be made by Administrator to UTA within thirty (30) days of receipt of invoice.
 - C. UTA shall charge and Administrator shall pay a one percent (1%) late fee on balances due under this Agreement which remain unpaid within thirty (30) days from the due date indicated on the properly stated invoice.
 - D. Administrator agrees to make payments under this Agreement as set forth in the Form of

Payment in Exhibit A.

10. **DISPUTED INVOICES.** Every invoice delivered to Administrator shall be conclusive and binding upon Administrator unless within five (5) days after the receipt of such Invoice, Administrator notifies UTA that it disputes the correctness thereof, specifying the particular respects in which the Invoice is claimed to be incorrect. If such dispute is not settled by agreement, the parties shall submit the dispute to arbitration within sixty (60) days after Administrator's receipt of such statement. Pending the determination of such dispute by agreement or arbitration, Administrator will not be obligated to pay the disputed, unpaid Invoice.
11. **PRE-AUTHORIZATION.** As part of this Agreement, Administrator shall complete and return to UTA, a Pass Program Configuration Form, upon which Administrator shall identify various features of this Pass Purchase and Administration Agreement it desires to offer Authorized Users. The Pass Program Configuration Form is attached hereto as Exhibit "A" and is incorporated herein by reference. Administrator hereby ratifies the elections contained in the Pass Program Configuration Form and agrees to be bound thereby. All capitalized terms used in the Pass Program Configuration Form shall have the same meaning when referenced in this Agreement.
12. **HANDLING OF ELECTRONIC FARE CARDS/PASSES.** Administrator shall not furnish, provide, assign, sell or resell, or otherwise transfer an electronic fare card or Pass to any person who is not an Authorized User. Issuance records for each issued Pass will be maintained in a log for such purpose. Administrator must maintain a log for all Passes issued. At all times during the Term of this Agreement, Administrator must be able, upon request of UTA, to account for all Passes distributed to Administrator under this Agreement. The obligation under the preceding sentence shall include: (a) Administrator maintaining the unique identification number of each issued Pass and the corresponding person issued such Pass; (b) printing the Cardholder's name on the Pass in permanent ink prior to issuance to the Cardholder, except in the case of the Corporate Pool Pass; (c) Administrator being able to produce for inspection, upon UTA's Written request during regular business hours, any electronic fare cards delivered to Administrator which have not been issued to a Cardholder; and (d) Administrator being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. Within seven (7) business days, Administrator shall deactivate the Pass of any terminated Employee. UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all such records maintained by Administrator during the Term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement. UTA shall keep the information discovered under this paragraph confidential and will use the information solely to audit the storage, use and issuance of Passes and electronic fare cards and not for any other purpose.
13. **CONFISCATION OF PASSES/UNAUTHORIZED USE OF PASSES.** UTA has the right to confiscate a Pass or electronic fare card at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any UTA-Printed Pass or electronic fare card that UTA reasonably believes has been duplicated or altered. UTA reserves the right to pursue claims or demands against, or seek prosecution of any person who duplicates, alters or uses a Pass in any unauthorized way. UTA shall not pursue any claims or suits against the Administrator for any unauthorized use of a Pass, unless: (a) the unauthorized use results from counterfeiting a Pass and the Administrator had actual or constructive knowledge of such action and Administrator failed to report such action to UTA within twenty-four (24) hours; (b) the Administrator falsely certified to UTA, the name of a person that is not a Cardholder; or (c) the unauthorized use resulted from Administrator's acts or omissions or misconduct. UTA shall have the right to confiscate a UTA-Printed Pass or electronic fare card if UTA believes that the information provided has been falsified by the Administrator or its authorized representatives, or a Pass has been given by the Administrator or its authorized representatives to a person who is not an Authorized

User.

14. **RETURN OF PASSES.** Administrator shall be permitted to return, and UTA may demand the return of, valid Passes to UTA in the event this Agreement is terminated prior to the expiration of the Term. Administrator shall be responsible to pay all invoices incurred prior to date of termination.
15. **ISSUANCE OF PASSES.** Administrator shall be solely responsible for issuing a Pass to an Authorized User.
16. **RESTRICTIONS ON ADMINISTRATOR'S CHARGES TO EMPLOYEES.** Although Administrator may implement a charge to Cardholders to offset the cost incurred by Administrator for the Passes, in no event shall Administrator'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, Administrator 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 Administrator associated with this Agreement. Upon the request of UTA, Administrator shall submit an accounting detailing, the number of Passes sold; and the amount paid by Cardholders for Passes.
17. **NON-TRANSFERABLE.** Each Pass is not transferable, as printed on the Pass, to any other Cardholder or Authorized User, a member of the Cardholder's household or any other person.
18. **DELIVERY OF UTA-PRINTED PASSES.** The activated UTA-Printed electronic fare cards shall be printed by UTA and furnished to Administrator's representative at its primary address listed below on an annual basis, or as often as needed, for issuance to Authorized Users.
19. **COST FOR LOST, REPLACEMENT OR STOLEN PASSES.** UTA reserves the right to charge Administrator and Administrator shall pay \$1.00 for each Pass if re-issued as a replacement for a Pass that is lost or damaged by a Cardholder if the number of replacement cards becomes excessive as determined by UTA in UTA's sole discretion. UTA shall not charge a fee to Administrator for a replacement for a stolen Pass, so long as a police report is provided by Administrator to UTA, however, if no police report is provided, UTA reserves the right charge and Administrator shall pay \$1.00 for such replacement Pass. This section does not apply if the Administrator replaces the lost or stolen cards with their own card media.
20. **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 Administrator's Authorized Users who cannot take their customary scheduled transit trip or another reasonably scheduled transit trip from work to home because of an Emergency. UTA agrees that, in the event of Emergency, UTA, at its expense, will provide alternative transportation to Administrator's Authorized Users from Administrator's business locations to the Authorized User's home or other location within the boundaries of the public transit district where the Immediate Family Member requiring the Emergency help is located. UTA agrees that the guaranteed ride home will be undertaken, at UTA's option, in one of the following 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 Administrator 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. An Administrator's Authorized User shall be entitled up to six (6) guaranteed

rides home in any calendar year.

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

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

21. **SECURITY TERMS.** Administrator agrees to be responsible and accountable for all electronic fare cards delivered to Administrator by UTA and to treat unissued electronic fare cards with the same care and safeguards as cash. Administrator agrees to indemnify and save harmless the UTA from the loss of any electronic fare cards whether occasioned by loss, theft, forgery by Administrator’s Authorized Users, or other causes, provided however, that if any unissued electronic fare cards shall be stolen while in the possession of Administrator, Administrator shall not be liable therefore, if Administrator reports electronic fare cards stolen and files with police an official police report declaring said electronic fare cards to have been the subject of theft other than from Administrator’s Authorized Users, agents or representatives and the cause of the theft is not the result of Administrator’s acts or omissions. Only one card may be active at any time for any Authorized User as confirmed by information provided by the UTA web-based database.
22. **RECONCILIATION.** Administrator shall cooperate with and permit UTA to examine (upon reasonable notice and during regular business hours) the unissued Passes distributed to Administrator and reconcile all records and accounts pertaining to this Agreement on a monthly basis UTA shall not maintain any personally identifiable information of Administrator’s Authorized Users. As such, UTA shall not disclose any personally identifiable information, with respect to any Authorized User, to any third parties, except as required by law; provided that, in the event any such disclosure becomes so necessary, UTA shall provide Administrator with reasonable advance notice thereof.
23. **TERMINATION OF AGREEMENT.** UTA may terminate this Agreement at any time by giving 60 days’ written notice of termination. Administrator may terminate this Agreement at any time upon written notice and making an accounting and reconciliation as described in Paragraph 22, if requested by UTA.
24. **THIRD PARTY INTERESTS.** No person not a party to this Agreement shall have any rights or entitlements of any nature under it.
25. **NON-DISCRIMINATION.** Administrator is an equal opportunity employer and federal

contractor. Consequently, the parties agree that, to the extent applicable: (1) it will comply with the following laws, which are incorporated herein by reference: Executive Order 11246, Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a); and (2) this contractor and subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations, respectively, prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. 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, religion, sex, age, or disability in accordance with the requirements of 49 U.S.C. 5332.

26. **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.
27. **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.
28. **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.
29. **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.
30. **AUTHORITY.** The individuals who execute this Agreement represent and warrant they are duly authorized to execute this Agreement on behalf of UTA and Administrator, as the case may be, that the Parties named are the necessary and property parties and that no other signature, act or authorization is necessary to bind such entity to the provisions to this Agreement.
31. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which, when so executed, will be deemed to be an original. Such counterparts will together constitute and be one and the same instrument. This Agreement may be delivered by electronic transmission.
32. **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.

33. **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 below.

Administrator:	<u>IHC Health Services, Inc</u>	If to: Utah Transit Authority:
Name:	<u>Intermountain Healthcare Supply Chain Center</u>	Kensey Kunkel
Attention:	<u>Geni Wagner</u>	669 West 200 South
Address:	<u>7302 South Bingham Junction BLVD</u>	Salt Lake City, Utah 84101
	Midvale Utah 84047	801-741-8806
And to:		kkunkel@rideuta.com
Name:	<u>Intermountain Healthcare Supply Chain Center</u>	
Attention:	<u>Senior Executive Assistant</u>	
Address:	<u>7302 South Bingham Junction BLVD</u>	
	Midvale, Utah 84047	
And to:	<u>Contractadministrator@imail.com</u>	

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.

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

INTERMOUNTAIN HEALTHCARE

UTAH TRANSIT AUTHORITY

By:

By:

Signature Date

Signature Date

Print Name: _____

Print Name: Carolyn Ganot

Print Title: _____

Print Title: Executive Director

By:

Signature Date

Print Name: Robert K. Biles

Print Title Chief Financial Officer

Approved As To Form:

Michael Bell
Assistant Attorney General
Counsel for UTA

Exhibit A

Pass Program Configuration Form

ECO TRIP REWARDS

(Trip Based Agreement)

A1a. Authorized UTA Services

- Basic: Regular Bus, Max bus rapid transit,, TRAX Light Rail and Streetcar Light Rail (individuals can upgrade to FrontRunner and Express Bus separately)
- Premium: Basic services plus FrontRunner and Express Bus
- Park City SLC Connect
- Ski Service

Unauthorized UTA Services include special service routes including but not limited to ADA Paratransit service.

A2a. Form of Passes

- UTA-Printed Passes: Requires completion of Section A2b, Table 1 “Initial Pass Order” below.
- Administrator-Printed Passes

A2b. Initial Pass Quantity

UTA-Printed Pass Product Electronic Fare Card	Quantity
Regular Pass	
Premium Pass	
Corporate Pool Pass	

A3. Administrator Personnel – See Exhibit E for a list of authorized persons.

UTA will contact authorized persons to set up logins for UTA web interface purposes for card replacements and card lookups. Administrator will provide a list of authorized persons to UTA using a signed document substantially in the form of the sample in Exhibit F (“List of Authorized Persons”). The Parties may change the format of the List of Authorized Persons as mutually agreed upon.

A4. Form of Payment

- Checks. 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 Transfer*

*Wire transfer instructions available upon request

Exhibit B

ECO TRIP REWARDS (Trip Based Agreement)

Base One-Way Fare Schedule and Authorized UTA Services

Effective date: December 8, 2013 to replace all prior notices

Service Type	Regular Bus	TRAX Light Rail	Streetcar Light Rail	FrontRunner Commuter Rail	Express Bus	Park City SLC Connect	Ski Service
Base One-Way Fare (Applicable to each trip)	\$2.50	\$2.50	\$2.50	\$2.50 – \$9.70	\$5.50	\$4.50	\$4.50

Frontrunner Base Fare (includes 1 station)	Each Additional Station	Maximum Fare from Provo to Ogden
\$2.50	\$.60	\$9.70

Fares on the Base Fare Schedule change periodically and these fares may change during the term of this Agreement. Fuel Surcharge Fees may apply. UTA's Current Fare Schedule includes any applicable Fuel Surcharge Fees, which are set forth in the following table:

Fuel Surcharge Fee Matrix

Quarterly Department of Energy (DOE) Diesel per Gallon	Surcharge Level	Fuel Surcharge Fee for Regular Bus, TRAX, Streetcar and FrontRunner (Applicable to each trip)	Fuel Surcharge Fee for Express Bus, Ski and Park City SLC Connect (Applicable to each trip)
\$0.00 - \$3.99	No surcharge	\$0.00	\$0.00
\$4.00 - \$4.99	Level A	\$0.25	\$0.50
\$5.00 - \$5.99	Level B	\$0.50	\$1.00
\$6.00 - \$6.99	Level C	\$0.75	\$1.50
\$7.00 - \$7.99	Level D	\$1.00	\$2.00
\$8.00 - \$8.99	Level E	\$1.25	\$2.50
\$9.00 - \$9.99	Level F	\$1.50	\$3.00

Exhibit C

ECO TRIP REWARDS

Because of its commitment to implementing internal marketing initiatives to promote and increase pass usage in 2020, UTA shall provide the following discount to Administrator on UTA's Base One-Way Fare Schedule:

Date	Discount
January 1, 2020- December 31, 2020	17.5%

Exhibit D

Cardholder Rules

I. **Definitions.** The following terms shall have the following defined meanings when referenced in these Rules:

- A. “Administrator” shall mean the Issuing Institution.
- B. “Issuing Institution” shall mean the institution from which the Pass or other Electronic Fare Card is actually received.
- C. “Distance Based Services” shall mean services for which fare is calculated by the distance traveled, such as FrontRunner.
- D. “Pass” shall mean an electronically enabled fare card (which may be printed by UTA or an Issuing Institution when used as fare payment for UTA transit services).
- E. “Tap-On” shall mean the act of a Cardholder touching his or her Pass or other Electronic Fare Card to a designated card reader upon boarding a UTA vehicle.
- F. “Tap-Off” shall mean the act of a Cardholder touching his or her Pass or other Electronic Fare Card to a designated card reader upon exiting a UTA vehicle.

II. **Rules Applicable to Cardholders presenting all Electronically-Enabled Passes (“Cardholders”)**

- A. All Cardholders are required to Tap-On and Tap-Off when riding UTA services.
- B. Failure to Tap-On or Tap-Off may result in a citation or fine pursuant to UTA’s Ordinances.
- C. Cardholder must provide valid photo identification upon request.
- D. A Pass is not transferrable if the words “not transferable” are printed on the Pass.
- E. Cardholders must comply with UTA’s Rider Rules.
- F. Cardholders must comply with UTA’s Ordinances.

The only exception to the Tap-Off requirement is when a Cardholder transfers from a TRAX vehicle to another TRAX vehicle. Other than TRAX-to-TRAX transfers, Cardholders are always required to Tap-Off when alighting a vehicle.

Passes are not valid on Paratransit service or Special services.

Possession of a Pass does not guarantee boarding.

Cardholder’s use of an Administrator- issued Pass is governed by agreement between UTA and the Issuing Institution. Cardholders that call UTA customer support seeking to have their Administrator- issued Passes reactivated may be directed to contact their Issuing Institution for assistance.

Exhibit E

Electronic Fare FAQs

Where do I tap my card?

Electronic readers are located at all doors on all UTA buses and near the entrances to all TRAX and FrontRunner platforms. Just tap your card to the contactless logo (shown below) as you board and when exiting a bus or train platform.



How does the EFC system work?

It's easy. Just tap a UTA contactless transit pass or a contactless credit/debit card to the contactless logo on a reader. The system automatically recognizes the type of card and responds accordingly. The following are possible reader responses:

- **Valid:** a green light and acceptance message on the reader means your card has been accepted as a valid form of fare payment. Welcome aboard!
- **Additional action required:** a yellow light means that more action is required. For example, if you are using a regular Eco or Student Pass you may need to pay an upgrade for a premium service. Check the reader display for more information.
- **Not valid:** a red light means your card is invalid or has been disabled. Check the reader display for more information. If your card is invalid, you must pay your fare using another payment method such as cash. If your card has been disabled, contact the card issuer to resolve the issue.

What fare is charged?

When paying with a contactless credit/debit card, you will be charged the single adult cash fare for the service.

What type of contactless cards can be used?

There are three types of contactless cards that may be accepted:

- Bank-issued contactless credit/debit cards
- Certain ID cards issued by organizations such as schools, employers, and ski resorts
- UTA contactless transit passes

The reader response will tell you if your card is accepted as a valid form of fare payment.

What do I do if I get a red light (or no response) when tapping my card to a reader?

- If your card gets a red light at the reader, you must pay your fare using another payment method such as cash. If you feel your card is getting a red light in error, please contact the card issuer to resolve the issue.
- If your card gets no response at all from the reader, try removing the card from your wallet or purse and try again. It may be experiencing card “collision” which occurs when one or more electronic cards are next to each other causing a faulty read. If when tapping your card, the reader still gives no response, please try another reader if possible. If there isn’t any response from an alternate reader, it may be that the microchip or antenna inside the card is damaged. Another possibility is that your card is not a contactless smartcard. In other words, it may not have an embedded chip or antenna. Please contact the card issuer for assistance.
- For contactless credit/debit cards, after you have contacted the issuing institution to resolve the issue, call UTA Customer Service at 801-2872667 to re-authorize your card on UTA’s system.
- **IMPORTANT** – Please note that if you get a red light (or no response) when tapping your card at a reader, you must pay your fare using another payment method such as paying with cash, or purchasing a ticket at a TVM. This is true even if you feel that your card is getting rejected in error. In all cases, when paying with any type of contactless card, you must get a green light to board (or yellow light with proof of upgrade payment).

How are fares enforced?

- **Bus:** As you board, the operator will receive a validation message from the reader just as you do and allow you to board. The operator will allow you to board if your card gets a green light. The operator will ask for additional payment if your card gets a yellow light. If your card gets a red light (or no response), the operator will ask you to please provide an alternate form of fare payment.
- **TRAX and FrontRunner:** UTA transit officers carry a small electronic inspection device. Inspectors will ask patrons to show proof of fare (e.g. “tickets please”). When you are asked to show proof of fare, simply produce the contactless transit pass or contactless credit/debit card that you used to pay. The officer will electronically inspect your card to determine whether the card was recently tapped or not. If there is no electronic record of the card being tapped, then the officer will likely issue a citation for failure to provide proof of payment.

Does UTA track my movements when I tap on and tap off?

- UTA does not track the movement of specific individuals within its transit system.
- Trip data is used primarily to analyze and understand mass transit patterns in order to improve overall service and better plan for the future.
- Internal and external EFC trip reporting is done at aggregate levels so that UTA and its partners are unable to view or track the trip patterns of specific individuals.

How do transfers work?

- When paying with a contactless pass or credit/debit card, there is no need to ask for a transfer. Once you tap off, the system will automatically apply transfer credits for all transfers you make within a 2 hour window.
- When transferring from one service type to another, you will be charged only for the most expensive service used. Example: A woman begins her journey on a Regular bus in Salt Lake City and pays for the trip using a contactless credit card. The card is charged a single Regular bus adult fare. She taps off the Regular bus and transfers to a higher priced Express bus heading to Ogden using the same credit card. The system automatically applies a transfer credit and charges the card for the difference between an Express and Regular bus fare. The total fare for this journey is the same as the higher Express bus fare.

What about the Free Fare Zone?

A card tapped on and off within the downtown Salt Lake City free fare zone will not be charged.

How does FrontRunner charge a fare?

Tapping on and off is especially important for FrontRunner, which charges you based on the distance you travel.

Do I have to tap on *and* tap off?

- **Yes.** Be sure to tap on when boarding and tap off when exiting to complete your trip. It is important to remember to tap off with the same card when exiting in order to close out the trip, as failure to tap off would leave the trip incomplete. The only exception to the tap off requirement is when you transfer from a TRAX vehicle to another TRAX vehicle. Other than TRAX-to-TRAX transfers, you are always required to tap off when exiting.
- Failure to tap off voids any transfer credits that you would normally receive.
- If you tap on within the free fare zone and fail to tap off when exiting within the free fare zone, you will be charged the full single adult cash fare.
- If you fail to tap off on FrontRunner, you will be charged the maximum fare, instead for only the distance that you have traveled.

Do Paratransit vehicles have the electronic fare readers and accept contactless credit/debit cards?

- The EFC system has not been installed on any Paratransit vehicles or services at this time. Contactless credit/debit cards are not accepted on board. Another form of payment is required.

Why did I get a credit card charge when tapping on UTA's card readers?

- Your credit card was accepted as fare payment. This can happen if you keep a contactless credit or debit card close to your UTA card in your wallet or purse. We suggest removing your UTA card from your wallet or purse and tapping only that card to avoid unwanted charges.

How are my fares calculated?

- Your tap records allow UTA to construct trips for fare calculation.

What is a trip?

Trip: Also known as an Unlinked Trip, Boarding, Segment, or Leg. You are required to Tap On when boarding a service, and also Tap Off when alighting a service. The tap on and tap off usage data records are paired in the EFC system to form a single trip. The fare calculation and transfer credit business logic is then applied to trips.

Linked Trip: Also referred to as a Journey. A linked trip is one or more trips taken by a single patron within a defined transfer period (e.g. 2 hours). A base fare is calculated for each trip segment, and transfer credits are applied according to UTA's business rules.

EXHIBIT F
LIST OF AUTHORIZED PERSONS

Effective _____ the List of Authorized Persons will be as follows:

First and Last Name	Title	Email Address
Geni Wagner	Program Mangaer	geni.wagner@imail.org
Jean Flinn	Executive Asst	Jean.Flinn@imail.org
Shellie Haycock	Executive Asst	Shellie.Haycock@imail.org
Stacie Hunsaker	HR Generalist	Stacee.Hunsaker@imail.org
Brody White	HR Generalist	Brody.White@imail.org
Rosemary Morrissey	PBX Operator Scheduler	Brody.White@imail.org
Rachael Remynse	HR Generalist	Rachael.Remynse@imail.org
Marj Johnson	Executive Asst	Marj.Johnson@imail.org
Janet Atkinson	Executive Asst	janet.atkinson@imail.org
Marlee Brown	Office Coordinator	Marlee.Brown@imail.org
Ashley Lafeen	HR Generalist	Ashley.Lafeen@imail.org
Ely Nisguritzer	HR Generalist	Ely.Nisguritzer@imail.org
Jessica Wright	HR Generalist	Jessica.Wright2@imail.org
Natasha Ovuoba	HR Generalist	Natasha.Ovuoba@selecthealth.org
Nancy Castaldo	Project Training Coor	nancy.castaldo@selecthealth.org

Reason For Change:	
--------------------	--

Signature – Administrator



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: December 18, 2019

SUBJECT:	Complimentary Service: North Ogden Holiday Festival
AGENDA ITEM TYPE:	Fare/Service Request Approval
RECOMMENDATION:	Consider approving the special service requested by the City of North Ogden
BACKGROUND:	The City of North Ogden and the Utah Transit Authority are strategic partners that work together to encourage more members of our communities to ride public transportation. In that spirit of partnership, the City has requested that UTA provide shuttle service to their North Ogden Holiday Celebration.
DISCUSSION:	The service requested consists of one bus and Operator running a circular 15-minute route connecting Oaklawn Park, to Wadman Park, and then to Baker Park. The shuttle would run from 5pm to 9pm on December 20, 21, 22, and 23. The total estimated cost of providing this service is \$911.44.
ALTERNATIVES:	Decline the request
FISCAL IMPACT:	The full operating cost of this service will be \$911.44
ATTACHMENTS:	Map

North Ogden Holiday Route and Bus Stop Locations December 20 - 23 5 PM - 9 PM



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: December 18, 2019

SUBJECT:	Rocky Mountain Power Partnership
AGENDA ITEM TYPE:	Discussion item
RECOMMENDATION:	Information for discussion
BACKGROUND:	<p>In 2016 Salt Lake City (SLC) and Rocky Mountain Power (RMP) signed a master agreement to guide future development of electrical infrastructure in SLC. RMP is interested in developing a master agreement with UTA as well. To date, UTA has received grants to purchase up to 27 battery-electric buses. Managing the grid impacts becomes critical as the number of electric buses grows. Additionally, UTA has 50 traction power substation and hundreds of electrical connections to the grid.</p>
DISCUSSION:	<p>Following the SLC agreement model, UTA and RMP staff are drafting an agreement. The proposed agreement would focus on five areas: Energy Efficiency, Electric Vehicles, Electrical Infrastructure, Grid Resilience, Grants and Research, as discussed below:</p> <p><i>Energy Efficiency:</i> UTA has had great success with the RMP Wattsmart Program. Under Wattsmart, UTA and RMP evaluate energy usage on UTA buildings and property. RMP will provide incentives to help purchase fixtures and equipment that uses less energy.</p> <p><i>Electric Vehicles:</i> RMP is interested in seeing wider deployments of electric vehicles. RMP is interested in maximizing new transit service feeds and connections provided for electric buses by incorporating additional vehicle chargers. Each charger user would only pay for costs incurred.</p> <p><i>Electrical Infrastructure:</i> Working with UTA, RMP can optimize the infrastructure to provide additional system capacity for medium and light-duty vehicle charging. Under this section, RMP may be willing to provide financing for substation replacement as well as support expansion of light rail and possible electrification of FrontRunner. UTA is also interested in working with RMP to develop a bus hub to serve western SLC. The hub would provide bays for up to 10 buses with charging infrastructure.</p>

	<p><i>Grid Resilience:</i> Under the Grid Resilience section, RMP would work with UTA to maintain power in times of emergency or outages. Additionally, having battery-electric buses can help absorb energy when renewable resources are overproducing energy. Under the Research section UTA and RMP are interested in working together to minimize the impacts of adding electric buses to the UTA fleet.</p> <p><i>Grants and Research:</i> Plugging in buses can have a significant impact on the grid. Two buses connected to a fast charger can pull almost 1 megawatt of energy which is the equivalent energy use of 400 to 900 residential units. RMP has partially funded research with Utah State University (USU) to evaluate how to reduce the impact on the grid from connecting electric buses. This research is also evaluating electrical load spikes from light rail trains. Recently representatives from UTA, RMP, and USU traveled to Washington DC to meet with potential funding partners to acquire additional money for grid impact research.</p>
	<p>There are several potential benefits to UTA from developing an agreement with RMP which include the following:</p> <ul style="list-style-type: none">• Grid resilience• Infrastructure replacement and financing• Improved power availability in times of emergency• Development of a bus hub on property owned by RMP on North Temple• Depending on the internal desire, UTA could purchase green power from RMP• Lower energy cost• Green power purchase

Sources: <https://www.nrc.gov/docs/ML1209/ML120960701.pdf>



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: December 18, 2019

SUBJECT:	Closed Session
AGENDA ITEM TYPE:	Closed Session
RECOMMENDATION:	Approve moving to closed session for discussion of collective bargaining and pending or reasonably imminent litigation.
DISCUSSION:	<p>Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes. The purposes for this closed session are:</p> <ul style="list-style-type: none">• Strategy Session to Discuss Pending or Reasonably Imminent Litigation.• Strategy Session to Discuss Collective Bargaining