

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

Wednesday, July 10, 2019, 9:00 a.m.
Utah Transit Authority Headquarters
669 West 200 South, Salt Lake City, Utah
Golden Spike Conference Rooms



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| 1. Call to Order & Opening Remarks | Chair Carlton Christensen |
| 2. Pledge of Allegiance | Chair Carlton Christensen |
| 3. Safety First Minute | Sheldon Shaw |
| 4. Public Comment Period | Bob Biles |
| 5. Approval of June 26, 2019 Board Meeting Minutes | Chair Carlton Christensen |
| 6. Closed Session | Chair Carlton Christensen |
| a. Strategy session to discuss pending or reasonably imminent litigation | |

RECESS – MEETING WILL RESUME AT APPROXIMATELY A.M.

- | | |
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| 7. Agency Report | Steve Meyer |
| 8. Contracts, Disbursements and Grants | |
| a. Contract: South Salt Lake Micro-Transit Pilot (V@) | Nichol Bourdeaux |
| b. Change Order: Light Rail Signal Priority (Pinetop Engineering) | Eddy Cumins |
| c. Change Order: Weber Box Elder County Survey (Meridian) | Michael DeMers |
| d. Change Order: On-Call Maintenance – Project Manager Costs - Task Order #76 (Stacy and Witbeck) | Eddy Cumins |
| e. Change Order: On-Call Maintenance – Blue Line Rail Grade Crossing Replacements - Task Order #79 (Stacy and Witbeck) | Eddy Cumins |

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| f. | Change Order: On-Call Maintenance – Delta Interlocking Trackwork - Task Order # 82 (Stacy and Witbeck) | Eddy Cumins |
| g. | Revenue Contract: Division of Services for People with Disabilities (DSPD) | Cherryl Beveridge |
| h. | Revenue Contract: Salt Lake City Hive Pass | Monica Morton |
| i. | MOU: Tooele Bus Storage Facility (UDOT/FTA) | Michael DeMers |
| j. | Grant: DOT BUILD Grant – Vinyard FrontRunner Station Double Tracking | Steve Meyer |
| k. | Pre-Procurement: UTA Operator Uniforms | Steve Meyer |
| l. | Pre-Procurement: 2019 Equipment Lease Purchase Financing Services | Steve Meyer |
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 | | |
| 9. | Discussion Items | |
| a. | Draft Board Policy – Fares | Monica Morton |
| b. | Current GRAMA Records Fees | Auty Dahlquist |
| c. | August 2019 Change Day Public Hearing Report and Communications Plan | Andrea Packer |
| d. | Master Facilities Plan | Hal Johnson |
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| 10. | Other Business | Chair Carlton Christensen |
| a. | Next meeting: July 17, 2019 at 9:00 a.m. | |
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| 11. | Adjourn | Chair Carlton Christensen |

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

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

**The Close Call reported today,
is the accident that does not happen tomorrow.**

weekly earnings? Exclude overtime & shift allowances
Please provide details of any overtime or shift
average weekly overtime
weekly shift allowance
Please provide payroll records covering the 12 months pri

7 INCIDENT DETAILS

What is the worker's injury/condition, and which part of the body are affected?





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 your recommendations.

Name: _____

Date: _____

(Not mandatory unless you want feedback)

Bus/Rail Route or Facility _____

Direction : _____

(If needed)

(If needed)

Time: _____

(If needed)

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: _____

Supervisor Initials: _____

Date Received: _____

Response Date: _____

Suggestion forwarded to: _____

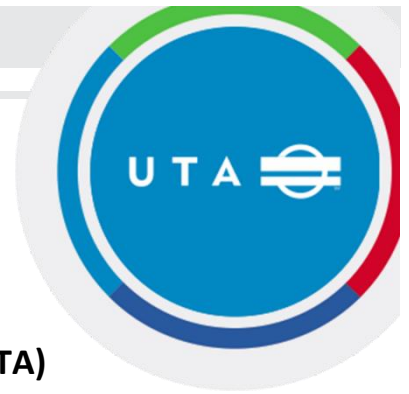
Forward Date: _____

Person or Committee Responding: _____

Response Date: _____

Reviewed by RGM: _____ Date Reviewed: _____

Date Closed: _____



**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
June 26, 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 8:59 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 Kent Muhlestein, UTA Safety Administrator – Transit System, for a brief safety message.

Public Comment Period. No public comment was given. (Online comment received was distributed to the board prior to the meeting and will be included as an appendix to the minutes of the meeting.)

Consent Agenda. The consent agenda was comprised of:

- a. Approval of June 19, 2019 Board Meeting Minutes
- b. 2018 Comprehensive Annual Financial Report (CAFR)
- c. UTA Policy 1.1.29 Exceptions to UTA Policies

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

Agency Report. Steve Meyer, UTA Interim Executive Director, spoke about UTA's receipt of an Innovative Coordinated Access and Mobility Pilot Program Grant from the Federal Transit Administration in the amount of \$700,125. UTA is partnering with Jacksonville Transit Authority in Florida and Community Health IT, which is a non-profit focused on providing access to healthcare services, on the grant. Discussion ensued. Questions on the possibility of integrating the grant with the state legislature appropriation for coordinated mobility and the length of time Jacksonville has been involved in coordinated mobility efforts were posed by the board and answered by Mr. Meyer.

R2019-06-03 Resolution Establishing the Terms and Conditions of Employment for Executive Director Carolyn Gonot. Chair Christensen asked Carolyn Gonot to introduce herself. Ms. Gonot expressed excitement about joining UTA and summarized her past transit experience. Discussion ensued during which the board expressed confidence in Ms. Gonot's abilities.

A motion to approve R2019-06-03 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.

Chair Christensen declared a brief recess at 9:16 a.m.

The meeting resumed at 9:27 a.m.

Financial Report – May 2019. Troy Bingham, UTA Comptroller, was joined by Eddy Cumins, UTA Chief Operating Officer. Mr. Bingham reviewed the May 2019 Financial Report. He spoke about the monthly financial dashboard, sales tax collections, fare revenues, expense variance by mode, expense variance by type, fuel prices, and ridership.

Discussion ensued. Questions on sales tax, mobile ticketing costs, vanpool trends, Salt Lake Central bus wage overages, and ridership effects from the Main Street state of good repair project in Salt Lake City were posed by the board and answered by staff.

Contracts, Disbursements, and Grants.

Pre-Procurement: Dellner Coupler Parts Overhaul – Quarter/Half Life. Mr. Cumins was joined by Kyle Stockley, UTA Manager of Vehicle Overhaul & Bus Support. Mr. Cumins summarized the procurement, which is intended for the acquisition of parts required for overhauling the Dellner couplers on 77 light rail vehicles. Discussion ensued. Questions on the anticipated timeline for the vehicle overhauls and competitiveness in the light rail parts market were posed by the board and answered by staff. Mr. Cumins clarified

that the vehicles are all the same age and that the procurement is for quarter life overhauls.

Pre-Procurement: Pantograph Overhaul. Mr. Cumins, UTA Chief Operating Officer, explained the procurement, which is intended for the acquisition of parts required for overhauling the pantographs on all the agency's light rail vehicles. Discussion ensued. Questions on volume discounts and vehicle overhaul program status were posed by the board and answered by staff.

Discussion Items.

Fare Discussion – Current Public Fares and Reduced Fare Agreement Rates. Monica Morton, UTA Fares Director, delivered a presentation on fare pricing, base fare, discounts, free fare, special pricing, bulk pass programs, educational programs, corporate programs, and other programs. She also spoke about the cost of collection and ticket volume. Discussion ensued. Questions on express bus fares, free fares, fares available on the FAREPAY card, residential unit participation in pass programs, fare equity, credit card fees, percentage of revenue collected from different fare media, and alignment of UTA's different fare media collections with the transit industry were posed by the board and answered by Ms. Morton. Chair Christensen suggested performing an analysis and review on fare equity.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, July 10, 2019 at 9:00 a.m.

Adjournment. The meeting was adjourned at 10:21 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/543143.html> for entire content.

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

APPENDIX

Online Public Comment to the Board of Trustees of the Utah Transit Authority (UTA) Board Meeting June 26, 2019

Received June 25, 2019:

I noticed on the board agenda a discussion about fares. I don't know the structure of the discussion but had a few thoughts. I see more transit agencies focusing on the Day Pass to encourage small trips after you get to your destination and to reduce transfer slips. Perhaps a \$5.00 or less day pass would be more attractive to riders. Also similar to other agencies have a daily local fare/Frontrunner base fare cap equivalent to the day pass when using Farepay cards.



CONTRACT ROUTING FORM

Department *

Existing Contract? Yes

Existing Contract Number *

Contract Section

Procurement

Board Review Date *

Document Type *

Requisition # Original

Please upload the contract or

requisition here * X

Contract Title *

Contractor Name *

Description / Purpose *

The South Salt Lake County Microtransit pilot is a 12-month pilot program to test new and innovative mobility solutions utilizing mobility on-demand technologies and transit services. The pilot will utilize mobile phone technologies for customers to request a shared vehicle to transport them to rail stations and other locations within an approximately 65 square mile geo-fenced zone. The pilot will operate in the cities of Bluffdale, Draper, Herriman, Riverton, Sandy, and South Jordan along side current flex route services. The intent is to better align UTA's service with community and customer needs and gain microtransit operational experience. The pilot and existing services will be evaluated for long term feasibility, continued operations, and future potential as a transit mode as part of the Five-Year Mobility Plan. An RFP has been issued and a vendor selected to provide the full turn-key services including the operations, drivers, vehicles, administration, and technology during the course of the pilot. Additional funding will be allocated to provide marketing and communications to those in the geo-fenced zone. The total contract value for year 1 includes a not to exceed amount of \$2,500,000. \$2,150,000 allocated to operating expense and an optional \$350,000 allocated to marketing (in the event and as agreed upon by addendum) for the vendor support of marketing services. Option years 2-3 may be exercised at UTA's sole discretion at an operating expense of \$2,257,500 and \$2,370,375 respectively. Total contract value, including option years, is \$7,127,875.

Contract Administrator *

Project Manager *

Base Contract Effective Dates * Beginning

* Ending

Contract Type *

Procurement Method *

Number of Responding Firms

\$ Value of Next Lowest Bidder

Base Contract Term (Months) *

Contract Options (Months) *

Option to Renew? * Yes No

* Renewal Terms

Two optional 1 year terms. Option Year 1 will be \$2.275 Million. Option Year 2 will be \$2.37 Million.

Extension Start Date

End Date

Financial Section

Procurement

Existing Contract Value Amendment Amount New/total Contract Value *

\$ \$ \$ 7,127,875.00

Qty Unit Price \$ Annual/One-Time Value \$ 2,500,000.00

Attachment

Is the amount an estimate? * Yes No

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

Account Code * Capital Project Code

Funding Source * Budgeted? * Yes No

Budget amount * \$

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

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

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

Approval Section

Legal/Compliance Review *

Accounting Approval Needed? * Yes No Accounting Review *

IT Approval Needed? * Yes No

Risk Approval Needed? * Yes No

Manager/Program Manager * Dir, Sr. Mgr, or RGM *

Chief * Executive Director *

Board Approval Required Board Approval Date 

Comments



MASTER SERVICES AGREEMENT

VIA TRANSIT AS A SERVICE

This Master Services Agreement is entered into and made effective as of the ___ day of July, 2019 (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and River North Transit, LLC, a Delaware limited liability company (hereinafter "Consultant" or "VIA"). This Master Services Agreement contains the terms and conditions which shall govern the overall transaction between the Parties but no actual effort and no expenditure of funds is authorized or obligated by this Agreement. Project Addendum will be issued to this Master Services Agreement which shall contain the specific statement(s) of work for particular project(s) as well as the specific payment terms within the overall not to exceed (NTE) amount as stated in this Agreement. Authorization to proceed shall be provided only with the specific Project Addendum(s).

RECITALS

- A. UTA desires to hire professional services for operation of a demand-responsive ride sharing service in a geographic area in the South Salt Lake County Region as described within UTA's RFP and Consultants Proposal.
- B. On May 1, 2019, UTA issued Request for Proposal Package Number 19-03043TP ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.
- C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

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

**ARTICLE 1.0
Definitions**

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

- 1.1 The term "Change Order" shall mean a written modification to this Contract (the form of which shall be prescribed by UTA) pursuant to which the parties shall mutually agree upon and effect any additions, deletions, or variations in the Work (as such Work is initially defined by this Contract). The scope of modifications may include, without limitation, changes in the: (i) consideration paid to Consultant, (ii) deliverables required to be furnished by Consultant; (iii) method, manner or scope of the Work; or (iv) required performance completion milestones or other Contract schedule requirements.

- 1.2 The term "Claims" shall have the meaning set forth in Section 16.1 of this Contract.
- 1.3 The term "Consultant's Project Manager" shall mean the individual identified in the Scope of Services, or his/her successor as appointed or designated in writing by Consultant.
- 1.4 The term "Consultant's Proposal" shall mean South Salt Lake County Microtransit Pilot Proposal dated as of May 31, 2019.
- 1.5 The term "Contract" shall mean this Master 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. It shall also include Project Addendums once definitized and executed by the Parties.
- 1.6 The term "Indemnitees" shall mean the UTA parties set forth in Section 16.1 of this Contract.
- 1.7 The term "General Scope of Services" shall mean the broad description of overall services described in Exhibit A & B.
- 1.8 The term "Project Specific Scope of Work" shall mean the specific services described in respective Project Addendum(s) which are issued to cover specific projects as they arise.
- 1.9 The term "UTA's Project Manager" shall mean the individual identified in the Scope of Services, or his/her successor as appointed or designated in writing by UTA.
- 1.10 The term "Work" shall mean any activities undertaken or required to be undertaken by Consultant in conjunction with the Scope of Services or Contract.

ARTICLE 2.0
Description of Services

- 2.1 Consultant shall perform all Work as set forth in the Scope of Services. Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work. Upon execution of this Master Services Agreement, the parties will (i) promptly commence detailed scoping of the project, to be completed by no later than August 15, 2019, to be memorialized in the Project Specific Scope of Work, which shall include the categories set forth in UTA's RFP, Consultants Proposal, and Exhibit A & B of this agreement; and (ii) identify a target launch date and slot UTA into Consultant's queue of existing contracts.
- 2.2 Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- 2.3 All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- 2.4 Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- 2.5 When performing Work on UTA property, Consultant shall comply with all UTA work site rules that have been provided to Consultant including, without limitation, those related to safety and environmental protection.

ARTICLE 3.0
Day-to-Day Management of the Work

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

ARTICLE 4.0
Progress of the Work

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

ARTICLE 5.0
Period of Performance

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial one-year period expiring the last day of the calendar month during which a period of twelve months following launch expires. Upon mutual consent of both parties, this contract may be extended beyond the initial term for up to two additional one-year option periods, for a total Contract period not to

exceed three years. The first option period shall begin 12 months after the initial launch date and end on the day before "UTA Change Day" in August 2021. "UTA Change Day" occurs each year during the month of August. The second extension period shall begin on UTA Change Day 2021 and expire on the day before UTA Change Day 2022. Any additional extension periods shall begin on UTA Change Day and end on the day before the UTA Change Day in August of the subsequent year. Extension options may be exercised by UTA upon providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable) and shall be subject to any price adjustments reasonably agreed by the parties. This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

ARTICLE 6.0
Consideration

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with the pricing included in the Project Addendum(s), but in any event not to exceed (NTE) two million, five hundred thousand dollars (\$2,500,000) for the base period. Payments shall be made in accordance with the milestones or other payment provisions detailed in the Project Addendum(s). Exhibit D contains a projected cost element breakdown for the \$2.5 million NTE. Within the NTE pricing, Consultant agrees to provide pricing alternatives consisting of a fixed price approach and also a fixed price incentive fee approach. Exhibit D also includes NTE pricing for two subsequent option periods.
- 6.2 To the extent that the Scope of Services or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- 6.3 To the extent that Exhibit D or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, specified in Exhibit D. Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.
- 6.4 UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

ARTICLE 7.0
Contract Changes

- 7.1 UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
 - A. In the Scope of Services;
 - B. In the method or manner of performance of the Work; or
 - C. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to:
(i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case)

the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

- 7.2 A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- 7.3 Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any law or other requirement set forth in this Contract; or (ii) other conditions exist which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:
- A. The date, circumstances, and source of the change; and
 - B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.
 - C. The best estimate of the amount of the contemplated request for equitable adjustment associated with the constructive change, if any.

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

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

ARTICLE 8.0 Invoicing Procedures and Records

- 8.1 Consultant shall submit invoices to UTA's Project Manager for processing and payment in accordance with the Project Addendum(s). . If the Project Addendum(s) does not specify invoice instructions, then Consultant shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant's entitlement to the requested payment must be submitted with each invoice. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

ARTICLE 9.0
Ownership of Materials

- 9.1 All data including, but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, developed by Consultant as a part of its Work under this Contract (collectively and generically referred to in this Article as "Work Product") are the property of UTA. All Work Product must be delivered to UTA no later than the completion of the Work and prior to final payment by UTA. In the event this Contract is terminated prior to completion of the Work, then Consultant shall transmit all Work Product completed or in-process as of the date of termination.
- 9.2 UTA shall not be construed to be the owner of any intellectual property contained in the Work Product that was owned or created by Consultant outside of the scope of this Contract or not created specifically for the UTA. However, with respect to such intellectual property of Consultant, Consultant hereby grants UTA a non-exclusive perpetual license to use such intellectual property to the full extent reasonably necessary for UTA's use and enjoyment of the Work Product furnished under this Contract. For the avoidance of doubt, Consultant agrees to operate a transit platform in accordance with the Scope of Services, and no Work Product is contemplated unless otherwise explicitly agreed in writing.

ARTICLE 10.0
Subcontracts

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

ARTICLE 11.0
Key Personnel

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

ARTICLE 12.0
Suspension of Work

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

stoppage.

- 12.2 If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- 12.3 If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

ARTICLE 13.0

Termination for Convenience; Termination for Cause and Default Remedies

- 13.1 UTA shall have the right to terminate this Contract at any time if directed to do by the Utah legislature or public funding becomes unavailable to complete the project. UTA shall provide at least 60 days advance written notice of its intent to terminate and the reasons for doing so. A period of notice longer than 60 days will be provided if reasonably possible under the circumstances. If this Contract is terminated for convenience, UTA shall pay Consultant its costs and a reasonable profit on work performed up to the effective date of the termination notice, plus costs reasonably and necessarily incurred by Consultant to effect such termination. UTA shall not be responsible for anticipated profits based on Work not performed as of the effective date of termination. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.
- 13.2 If Consultant materially fails to perform any of its obligations under this Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within ten (10) days after receipt of written notice from UTA, UTA may, at its discretion:
 - A. Terminate this Contract (in whole or in part) for default and complete the Work using other contractors or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
 - B. Pursue other remedies available under this Contract (regardless of whether the termination remedy is invoked); and/or
 - C. Except to the extent limited by this Contract, pursue other remedies available at law.

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

- 13.3 If UTA terminates this Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Work completed by Consultant prior to termination.

ARTICLE 14.0

Information, Records, and Reports; Audit Rights

- 14.1 Consultant shall retain all books, papers, documents, accounting records and other evidence to support

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

ARTICLE 15.0
Findings Confidential

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

ARTICLE 16.0
General Indemnification and Insurance

- 16.1 Consultant shall protect, release, defend, indemnify and hold harmless UTA and its trustees, officers, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses (hereinafter collectively "Claims"), brought or made against or incurred by any of the Indemnitees resulting from or arising out of the negligent acts or omissions of Consultant, its subcontractors or anyone employed directly by any of them or anyone for whose acts any of them may be liable in conjunction with this Contract or any Work performed hereunder. If an employee of Consultant, a subcontractor, anyone employed directly by any of them or anyone for whose acts any of them may be liable has a claim against UTA or another Indemnitee, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts.
- 16.2 NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR LOST DATA EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OTHER THAN WITH RESPECT TO FEES PAID OR PAYABLE BY CUSTOMER EACH PARTY'S TOTAL LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH ALL AGREEMENTS WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUIVALENT TO THE FEES PAID OR PAYABLE TO VIA UNDER THIS AGREEMENT. Customer must bring all claims and causes of action within six (6) months of their being discovered or one (1) year after expiration or termination of the Order out of which the claim arises, whichever occurs first. The limitations and exclusions in

this Section 16.2 apply to all claims or causes of action under whatever theory brought and regardless of whether a party was advised of the possibility of the claim.

16.3 For the duration of this Contract, Consultant shall maintain at its own expense, and provide proof of said insurance to UTA, the following types of insurance:

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

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

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

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

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

2. **Automobile Liability**

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

- Combined Single Limit (CSL) \$5,000,000

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

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

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

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

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

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

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

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Utah Transit Authority ATTN: Teresa Picket, 669 West 200 South Salt Lake City, Utah 84101.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A- VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (ACORD form or equivalent approved by the Utah Transit Authority) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to the Utah Transit Authority ATTN: Teresa Picket, 669 West 200 South Salt Lake City, Utah 84101. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the Utah Transit Authority separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Office of General Counsel or the Claims and Insurance Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

16.4 Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.

16.5 UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

**ARTICLE 17.0
Other Indemnities**

- 17.1 Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement of third party intellectual property relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.
- 17.2 Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subcontractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

**ARTICLE 18.0
Independent Contractor**

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

**ARTICLE 19.0
Prohibited Interest**

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

**ARTICLE 20.0
Dispute Resolution**

- 20.1 The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- 20.2 The time schedule for escalation of disputes, including disputed requests for Change Order, shall be

as follows:

Level of Authority	Time Limit
UTA’s Project Manager/Consultant’s Project Manager	Five calendar days
UTA’s Chief Communications and Marketing Officer, Consultant’s/Consultant’s Chief Strategy Officer	Five calendar days
UTA’s Executive Director/Consultant’s CEO	Five calendar days

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

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

**ARTICLE 21
Successors and Assignees**

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

**ARTICLE 22.0
Nonwaiver**

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

**ARTICLE 23.0
Notices or Demands**

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

If to UTA:
Utah Transit Authority
ATTN: Teressa Pickett
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:
Utah Transit Authority
ATTN: Legal Department
669 West 200 South
Salt Lake City, UT 84101

If to Consultant:
River North Transit LLC
95 Morton Street, 3rd Floor
New York, NY 10014
Legal-nyc@ridewithvia.com

- 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 Teressa Pickett or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

ARTICLE 25.0 **General Provisions**

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

provisions of this Contract.

- 25.6 This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.
- 25.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.
- 25.8 This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of this Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.
- 25.9 Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 9, 13, 14, 15, 16, 17, 19, 20 and 25.

**ARTICLE 26.0
Incorporated Documents**

- 26.1 UTA's RFP UT 19-03043TP including all federal clauses and other attachments, and Consultant's Proposal, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A, B, C and D.

**ARTICLE 27.0
Insurance Coverage Requirements for Consultant Employees**

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

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

Utah Transit Authority:

By _____

Name _____

Title _____

Date _____

By _____

Name _____

Title _____

Date _____

Approved as to Form and Content

Michael Bell
Assistant Attorney General
UTA Counsel

River North Transit, LLC:

DocuSigned by:
By *Alex Lavoie* 7/2/2019
EF1C5B8915AA496...

Name __ Alex Lavoie _____

Title __ Manager _____

Date __ July 2, 2019 _____

Exhibit A

The services to be provided pursuant to this agreement are the operation of a demand-responsive ride sharing service in a geographic area in the South Salt Lake County Region. The parties agree to put together a mutually agreed-upon Scope of Services based on the parameters included in RFP 19-03043TP and included in Consultant's Proposal by no later than August 15, 2019.

The Scope of Services shall include, but not be limited to the following;

- Exhibit B: Work Plan
- Duration & Launch Date: target launch date* can only be guaranteed after Master Services Agreement is executed
- Fees: pricing structure, including specifics generally aligned with the principles pricing proposal Consultant has previously provided
- Optional Enhancements Services: additional features and product enhancements that can be added upon request
- Service Parameters: service zone geographic boundaries (in accordance with Exhibit C), service days / hours, rider fare and payment structures, specifics about fleet and branding
- Technology and Quality of Service Requirements: ride booking, trip characteristics, routing, passenger pick-up and drop-off, fare payment
- Project Team: list of key Consultant employees who will provide services
- Driver Partner Registration & Supply Management: details around sourcing independent contractor driver partners
- Rider and Driver Partner Support: description of how drivers partners and riders can communicate with customer support
- Marketing, Promotions, & Press: overview of plan and approach to marketing and promotions
- Data Sharing & Reporting: itemized list of the data to be included in reports accessed / delivered to UTA

Exhibit B: Work Plan

Resources and Capabilities

Via proposes to operate a turnkey on-demand microtransit service for South Salt Lake County that will better align customer demand with transit access, as well as attract new transit customers with flexible mobility options and top-shelf mobile applications. Our best-in-class ride aggregation and routing algorithms will group UTA customers traveling in similar directions, in real time. Trips will be delivered by local independent contractor drivers operating a fleet of co-branded Mercedes Metris vans (or other appropriate vehicle, per UTA's preference) -- providing an extra layer of professionalism and attractiveness to the service.

Resources: Via has built a team of full-time engineering professionals with deep experience in advanced algorithms, data science, digital mapping, database architecture, product management, and app development. To launch and operate new services, Via has built a team of full-time employees focused on operations, growth, member services, expansion, business development, and partner success. While Via is well capitalized and growing ambitiously, we carefully vet opportunities before pursuing them in order to ensure that they align with our business objectives and resources. We regard this opportunity to partner with UTA as a strategic priority for our public sector business and, as such, we will have access to the capabilities and resources required to launch and maintain a successful microtransit service.

Since our founding in 2012, we have raised over \$400 million from leading mobility and technology investors. Most recently, we closed a Series D funding round for over \$250 million. Daimler AG (the parent company of Mercedes-Benz) led the Series D round and, as part of its sizeable investment, performed extensive due diligence on all aspects of Via.

Capabilities: Via is the only on-demand transit company that offers a turnkey Transportation-as-a-Service (TaaS) solution as requested by UTA, which includes microtransit technology plus drivers, vehicles, and operations management. As part of our innovative approach, we customize our technology platform to the unique characteristics of each city we serve and apply our knowledge about transit optimization gained from providing rides across 16 countries. Further, our flexible fleet model allows us to add or remove vehicles in a manner that mirrors customer rider demand, hour-by-hour, and over longer periods of time.

As illustrated in Project Team on page 9, we will assign to South Salt Lake County a team of launch and service support experts that will manage the successful deployment and operations of the pilot. After launch, our project managers will work closely with UTA to make any additional customizations to the County's turnkey microtransit service. This process enables continuous improvement as the service matures.

Integrations

In this section, we demonstrate our experience and interest in all integration requests throughout the RFP, including routing, ride booking, trip planning, and fare payment systems and applications.

Via is a leader in Mobility-as-a-Service (MaaS) models, which enable customers to seamlessly purchase multimodal transit services from a unified portal, such as a mobile application. To this end, Via has integrated with partner systems and applications in a variety of contexts, such as trip planning and fare

payment. For example, Via has integrated with Transit App in New York, Chicago, and Washington, D.C., allowing riders to see on-demand transit journey times and costs alongside other transit options.

In particular, we have significant experience providing integrated ticketing solutions and transit passes to ensure a seamless rider experience across different modes. For example, in Los Angeles, Via integrated with LA Metro's TAP Card. In Sydney, Via has integrated with Transport New South Wales' fare collection system -- OpalPay -- allowing passengers to pay for on-demand trips with the same payment card they use for all other local transit options. In Seattle, our integration with King County Metro's Orca Card enables free transfers to the light rail service. We will evaluate similar integrations with UTA's smart card for fare payment, FAREPAY, and mobile ticketing app, Go Ride, per UTA's goals and requirements.

We will work closely with UTA during the microtransit pilot to evaluate integration potential with existing and future UTA systems and third-party providers, as well as determine system design requirements and associated costs.

Proposed Service Design

In the section that follows, we address each aspect of the microtransit service described in Section 2.0 Scope of Work. The customer journey map below demonstrates how a customer will initially learn about the microtransit service, experience an on-demand ride, and provide feedback to help inform our continuous improvement process.

Use Cases: Via's partners have leveraged our system for a variety of aims -- providing first- and last-mile connections to fixed transit stops and stations, replacing underperforming bus routes, providing coverage in areas without existing fixed-route service, and extending the hours of operation of existing bus services (for example, during off-peak or late-night hours, when fixed-route services are less efficient and more expensive to operate). In one example, Via partnered with the Capital Metropolitan Transportation Authority in Austin, TX to help phase out their deviated fixed route service with microtransit. By the final quarter of this one-year pilot, the service, Pickup, quadrupled the daily ridership of the deviated fixed route service it replaced, while maintaining pickup times of just ten minutes and an average customer satisfaction of 4.8 out of 5. Via was recently awarded a four-year contract to provide microtransit service in Austin at considerable scale.

Our microtransit pilot for South Salt Lake County will initially focus on first mile/last mile trips to and from TRAX and FrontRunner stations, as well as local trips anywhere in the 65 square mile service zone, which includes key destinations like South Jordan and Draper Town Centers. Upon UTA's request during the pilot, we can flexibly extend our service for late night and weekend coverage, as well as scale our microtransit service by increasing the number of vehicles or extending the zone.

Draft Service Design: Via supports UTA's chosen service design that covers 65 square miles and serves the communities of Herriman, Riverton, Draper, Bluffdale, as well as portions of Sandy and South Jordan. We address all service design parameters in the following sections.

Hours of Operation: Via will provide microtransit service during the operating days and hours requested by UTA: Monday through Friday from 6am - 9pm, and reduced or no service on recognized UTA holidays. Via can easily and quickly expand operating hours and days of operations upon request by UTA.

Projected Demand: As we describe in Vehicles on page 26, we propose to deploy 15 - 17 vehicles which we believe will best serve demand projections as stated in the RFP and achieve utilization rates of 2.5 -

4.5. Utilization rates can fluctuate based on demand patterns, such as volume and location of customer requests.

As riders become more familiar with the service and demand grows, the number of vehicles required to meet demand and maintain a high level of service will also increase. Via has estimated fleet size requirements by comparing South Salt Lake County's zone size and population with similar zones among our nearly 40 live services. By identifying services with similar characteristics like population density, employment density, and mobility characteristics (such as demand for parking or vehicle ownership), we have made baseline assumptions around demand growth and required fleet size to achieve quality of service requirements as described in Trip Characteristics on page 27.

Personnel: Through our independent contractor model, we will partner with all personnel required to operate and maintain the microtransit vehicle fleet. Our project team and customer support staff will manage administration of the service.

Drivers: Via has a comprehensive set of initial safety checks we use when onboarding new drivers and ongoing evaluation procedures we use to continuously evaluate driver-partner performance. Via intends to partner with 1099 independent contractor drivers. For each driver applicant, we first confirm the following criteria:

- Driver's license minimum history: 1 year
- Driving record: no major incidents in the past seven years, no driving with a suspended or revoked license in the past three years, and no more than one moving violation within the past year.
- Criminal record: No felonies in the past 7 years
- Drug and alcohol testing: Via is experienced complying with requirements regarding drug and alcohol testing. In past deployments, we have conducted both pre-employment and random testing in addition to testing for probable cause and accident response.

As part of the onboarding process, all drivers will participate in comprehensive training and an intensive "Introduction to the Via System," including:

- Basics of the Via Platform, including how rides are assigned and an overview of the rider experience
- How to use the Via Driver App
- Customer service tips, including how to handle tricky situations
- Guidelines for safe and attentive driving addressing harsh braking, stop skipping, route skipping, unauthorized stops, etc.
- Safety and emergency instructions, including how to handle accidents and major incidents

We continuously make sure that we have the up-to-date and valid records of each driver:

- Personal (DMV) driver's license
- Professional driver's license (if applicable)
- Vehicle professional license (if applicable)

Additionally, we closely monitor driver performance and have several feedback systems in place:

- Real-time text and phone support, allowing riders to report any driver issues to live support

- Weekly driver rating report (including rider feedback, on-time performance, etc.)
- Accident reporting and follow-up protocol, with disciplinary action and disaffiliation if needed
- Incident (customer complaint) reporting and follow-up protocol, with disciplinary action and disaffiliation if needed

Drivers transporting UTA paratransit eligible customers: Via is an experienced provider of ADA-compliant paratransit services, including wheelchair transport services, and our paratransit drivers undergo additional screening and training as required by each community. For UTA, our paratransit drivers must:

- Maintain a current commercial driver’s license as required in accordance with Utah law
- Receive training for assisting those with disabilities according to CTAA’s RASS program
- Pass a background check as required in Utah Code 62A-2-120(1)(a)(iv)
- Receive approval for their initial background screening application according to Rule R501-14, utilizing the standards described in Utah Code 62A-5-103.5(5)
- Review, sign, and comply with the DSPD Code of Conduct on an annual basis

Maintenance Personnel: Via’s reputable leasing partner will manage fleet provision, maintenance, and storage.

Administrative Personnel: Via will provide all administrative personnel required to manage and support the service, including our project managers and our main customer support center in Lehi, UT. Our customer support center in Lehi includes team leads, trainers, quality assurance, and support agents, who provide both live and offline support across all major channels (phone, in-app live chat, email, and social).

Vehicles: We propose to deploy 15 - 17 Mercedes Metris 2018 vans. Via will also provide WAVs, which will be blended with the conventional fleet, and dispatched using the same app platform. For this service, Via proposes that 10-20% of the fleet are WAVs. Through our partnerships experience, we have found that the Metris has emerged as a consistent rider and driver favorite. The Metris is right-sized and has a comfortable and durable interior, easily accommodating a driver and 6 adults. Further, the Metris is accessible. The vans have electric sliding doors on both sides of the vehicle and seating formats that allow easy boarding and alighting. Vehicles can be easily retrofitted to accommodate wheelchairs and provide ADA-compliant trips. Finally, the Metris is fuel-efficient -- vans achieve up to 21 MPG in cities, compared to about 3 MPG for conventional city buses.

Technology and Quality of Service Requirements: Below, we describe how we will meet and exceed UTA’s microtransit platform requirements.

UTA Ride Booking Requirement	Via Capability
A consumer-facing smartphone application for a fully automated scheduling, dispatching and reserving demand responsive transit service.	Via’s intuitive, easy-to-use Rider App matches users in real-time with the supply of available seats across the entire fleet, considering thousands of possible combinations in a matter of seconds before proposing a ride. The Rider App seamlessly connects with our end-to-end system, which includes powerful, fully automated routing and matching algorithms and dispatching tools.

A concierge service interface for UTA staff to book a trip on behalf of a customer for customers who do not have or do not choose to use a smart phone.	Via is fully accessible to those without smartphones. South Salt Lake County customers without smartphones will have the ability to call our local customer support center in Lehi, UT to quickly book rides. Should UTA prefer, we also can provide a concierge service interface that would enable UTA staff to book trips on behalf of customers. In the Via Operational Controls (illustrated in Technical Approach on page 34), our Lehi dispatchers have the ability to book rides on behalf of customers in just a few clicks. If important to UTA, we can provide access to the Via Operational Controls for UTA to book rides on behalf of customers.
Ability for caretakers to book a trip for select customers with disabilities, as determined by UTA	By calling our Customer Support Center, caretakers will have the ability to book rides for select customers with disabilities.
An intake system which is capable of intelligently pooling customer pick-ups and drop-offs	Via's platform was purpose-built to intelligently pool customer pickups and drop-offs. After a passenger selects their pickup and drop-off location on the Rider App (or through a dispatcher), our algorithms consider thousands of possible combinations in seconds in order to maximize ride sharing. Via provides the most powerful pooling infrastructure in the world. Based on publicly available data, we know that we are even two to three times more efficient -- in terms of rides per vehicle hour -- than Uber and Lyft.
Ability to transport minors traveling with or without an adult as per UTA policies	Our standard terms in our consumer and TaaS cities allow children between 13 and 17 to ride unaccompanied by an adult if they receive parental consent. We are open to discussion with UTA concerning the payment policy and age of minors to best accommodate the Agency's needs. Further, we can configure the ability for certain +1s, such as children under 5, to ride for free with an adult.
Customer access to account and ride history (when utilizing a smartphone application)	Riders have the ability to review their account and ride history on the Rider App. These options are accessed on a user-friendly menu on the left side of the screen. Riders can also view ride receipts received by email.

UTA Required Trip Characteristics	Via Capability
Pooled rides of 1 to 6 passengers.	The Mercedes Metris seats up to 6 passengers and our shared ride platform will intelligently aggregate riders traveling in the same direction.
Maximum wait time for pickup: 25 minutes.	Via can flexibly configure a maximum wait time constraint in our microtransit system.
Average wait time for pickup: 15 minutes or less.	We expect our proposed fleet of 15 - 17 vehicles will meet the 15 minute average wait time requirement.
Percent of ride requests completed: 80% or higher.	Via expects to complete at least 80% of ride requests. To anticipate demand, the Via system gathers data from every ride request and, over time, learns how demand will change across the service zone and across the day.
Average walk distance to stop: 0.10 miles.	With our proposed fleet, we expect to meet the average walking distance requirement of 0.10 miles.

Maximum walk distance to stop: 0.25 miles.	Via will configure a maximum walk distance constraint of 0.25 miles.
Maximum total trip time from boarding to alighting: Customer experience is an acceptable alternative to driving a personal vehicle.	Via's platform was purpose-built to provide shared rides that are acceptable alternatives to driving a personal vehicle or riding a taxi. When assigning a new ride request, our system considers the potential detours for onboard passengers.
Equivalent service standards and pick-up wait times for WAV requests.	Via will provide an equivalent level of curb-to-curb service for WAV requests. Riders can indicate the need for a wheelchair accessible vehicle (WAV) by simply adjusting the "Wheelchair Accessibility" toggle in the Rider App (riders booking by phone can simply convey their need for a WAV to a dispatcher, who will make a permanent note in the rider's account). The Via Rider App supports all of the core accessibility features offered by the iOS and Android operating systems including VoiceOver, Adaptive Font Size and Switch Control, and Talkback. For non-smartphone users, Via's technology is configured to allow a dispatcher to book rides on behalf of riders, allowing users without smartphones to use the service over the phone.

UTA Routing Requirement	Via Capability
A dynamic routing algorithm able to combine trips that generates pick-up and drop-off locations as well as vehicle routing.	Our dynamic routing and matching algorithms aggregate passengers traveling in the same direction and generate pickup and drop-off locations in real-time. Our algorithms intelligently determine the most efficient route for each ride based on all relevant factors.
Scheduled service points are not a requirement for the pilot at this time.	Although scheduled rides are not a UTA requirement for this pilot, Via's platform can simultaneously manage both scheduled and on-demand rides, enabling riders to book either ride type from the Rider App (or dispatch hotline).
Provide corner-to-corner service for customers for operational efficiencies (requiring customer to walk certain distances is acceptable).	Via provides a corner-to-corner service where customers could be asked to walk a block or two to or from a particular location - or "virtual bus stop" -- for their pickup or drop-off, which enables more efficient routing and lower trip times. We will work with UTA to define the descriptions and locations of our virtual bus stops.
Provide curb-to-curb service from the nearest accessible building entrance for select customers with mobility difficulties (to be determined by UTA).	Via can offer curb-to-curb service from the nearest accessible building entrance for select customers with mobility difficulties. Across the entire service, Via uses a combination of corner-to-corner and curb-to-curb services based on individual rider needs and local conditions, effectively balancing system efficiency and user experience.
Ability to add passengers to a route in progress.	As described in UTA Ride Booking Requirement on page 26, our algorithms add passengers to routes in real-time, efficiently aggregating riders traveling in the same direction.
Maximum time added based on reroute to pick-up passengers: Customer experience is not more than 5 minutes late from the quoted time.	We can configure our platform to cap the time a shared ride reroutes, or detours, each passenger's trip. Accordingly, we will adjust this "detour threshold" to limit additional trip time to 5 minutes or less than the quoted time.

UTA Passenger Pickup and Drop-off Requirement	Via Capability
Safety for all users (including bicyclists and pedestrians) to be prioritized in all passenger pick-up locations (vendors should not pick up or drop off passengers in bike lanes or other areas that affect the safety of bicyclists or pedestrians).	Our sophisticated service design tools allow us to designate permissible pickup and drop-off locations. We will work closely with UTA to obtain all necessary data to designate stops that do not endanger bicyclists or pedestrians.
Maximum driver wait time for passenger pickup: 3 minutes	In the Driver App, we can configure how long drivers must wait for passengers at the designated pickup location. When a driver arrives at the passenger's pickup location, the driver presses an "I'm Here" button on the Driver App. After a set amount of time, the driver can mark the rider as a no-show. We can configure this parameter to three minutes. Additionally, riders will receive text reminders that their vehicle has arrived and the vehicle may depart soon if they are nearing the maximum wait time.
Customers to see pickup and drop-off locations and trip routing via smartphone app.	When a ride is booked, our Rider App displays a map that visualizes the real-time movement of the assigned vehicle to the pickup location, and also displays a dynamically updated ETA above the pickup location on the map. After boarding the vehicle, the map shows the vehicle's route to the drop-off location and dynamically updates as the ride progresses. Riders are also provided with walking directions in the app to pick up points, and from drop-off points to their final destination.
If necessary, customers to communicate directly with driver to coordinate pick-up.	After a rider is matched with a driver, the rider can call the driver in the Rider App by pressing a phone icon at the bottom of the screen to coordinate pickup.
Coordinated connections with UTA paratransit services.	Via will coordinate connections with UTA paratransit services and will bring experience coordinating with paratransit services in other deployments. For example, Via integrated with the Arlington's paratransit system, Handitran, by connecting paratransit drivers with Via's Driver App.

UTA Fare Payment Requirement	Via Capability
Inclusion of UTA fare products transferable to other UTA services and modes.	As described in more detail in Integrations on page 13, Via has multiple ways to enable multimodal transfers with the same fare payment. This can range from integration with UTA's mobile ticketing app, Go Ride, and smart card, FAREPAY, to having riders simply show their electronic or printed ticket to the driver to receive a free

	transfer. Via will work with UTA to achieve its mode transfer objectives.
Promotional or discounted fares for all riders during the pilot for customer acquisition.	We can charge promotional or discounted fares for all riders during the pilot to support customer acquisition. We will work closely with UTA to determine the optimal fare amount to attract new riders.
Fare structure that accommodates customer-specific discounts (i.e. reduced senior rate).	Via can charge different types of customers different fares, such as reduced senior and student rates, and can support fare discounts. We can do this in several ways: Customer Codes. Before their first ride, customers eligible for different fare types may enter a code into the Via app, which designates their account for a special fare class on any future ride, payable on a per-ride basis. ViaPasses. Via can also enable different fare levels with the use of special 'ViaPass' options -- periodic subscriptions that allow participating customers to ride several times per day on a weekly or monthly basis (in Arlington, for example, Via riders can ride up to 4 times per day with a weekly Via pass).
Payment to be verified/validated via smartphone or a physical ticket.	The payment process is entirely automated. After passengers enter their credit card information in the Rider App, they are automatically charged for each trip on their smartphone.
Fare revenue remitted to the agency or deducted from monthly billing.	Via will process payments and remit fare revenue according to UTA, via its preferred fund transfer methodology.
Auditable fare revenue collection process; flow of funds to be certified.	Our fare collection process is auditable and the flow of funds will be certified.
Ability to accept unbanked customers without access to debit or credit cards.	For those without credit or debit cards, the Via system allows users to pay for service directly through the Rider App using a prepaid cash card (which allows those without a bank account to add cash to an electronic account). We can also implement a voucher system through which riders can sign up using pre-purchased ride credit.
Alternatives to cash fare collection (UTA currently collects cash on all of its local services. The agency is open to testing alternatives to cash collection for this pilot program).	As described directly above, prepaid cash cards or a voucher system could provide UTA alternatives to cash fare collection. We can test other methods as well during the pilot program and look forward to collaborating with UTA to determine a process for testing alternative payment methodologies.

Customer Service: Via will provide high-touch human support staffed by our local Lehi, UT customer service headquarters. Our vetted and trained dispatchers will proactively monitor any irregularities in the service, and respond to customer inquiries by phone and text during all service hours. These dispatchers, who have undergone intensive training and honed their skills providing customer support to Via customers in our consumer markets and other partner deployments, will use Via's powerful and intuitive web-based

tools to intervene when service anomalies occur -- or to simply book a ride for a customer without a smartphone.

Vendor Administrative Offices and Vehicle Storage Facilities: Our local operations office for this service will be our customer service headquarters in Lehi (address provided in Section 2: Respondent History on page 6). A reputable vehicle leasing partner will manage fleet provision, maintenance, and storage. We will work closely with our leasing partner to best utilize UTA's vehicle storage facilities, fueling facilities, Voyager Fuel Card, and other existing assets to achieve efficiencies and reduce operating costs.

Incidentals: We have studied the insurance requirements outlined in the RFP and are confident that we comply with these. Via will provide a copy of our insurance certificates as required in the Sample Contract. Vehicle fuel, repair, and maintenance will be managed by our leasing partner.

Regulations Compliance: Via complies with Title VI and ADA regulations and has worked diligently with partners to ensure transit access for all. Via abides by all federal regulations concerning the operation of a transportation service, and will meet comparable requirements for legally and safely operating a transportation service in the state of Utah. If required, we will take the necessary steps to register as a Transportation Network Company (TNC) with Utah's Department of Commerce.

Plans: Our standard operating procedures include the onboarding, training, and monitoring of our driver partners as described in Personnel on page 25. Additionally, our dispatchers in Lehi participate in an intensive, three-week customer service course before they can be approved to monitor live service. We provide our service implementation plan in Deployment Schedule and GANTT Chart below.

Iterations: We demonstrate our comprehensive approach to iterating the microtransit service in Section 6: Iterations on page 39.

Marketing: Our extensive marketing plan can be found in Section 5: Marketing Plan on page 37.

Metrics and Evaluation: To properly evaluate the microtransit pilot, Via will collect all metrics described in the RFP's Section 2.0 Scope of Work on a monthly basis and will report these metrics to UTA on a regular basis, including in a quarterly report. Our quarterly reports will include proposed changes and iterations for the next reporting period. Via's reporting and analytics module is both comprehensive and customizable; we can capture additional KPIs, and adjust the cadence of our reporting, as UTA's objectives evolve.

Data: UTA will fully own South Salt Lake County data. We will provide UTA with complete and easily digestible reports -- including granular data of every ride request. A more detailed discussion on our data and analytics capabilities can be found in Section 8: Data Sharing on page 41.

UTA Provisions: Via will work closely with UTA to identify synergies and best utilize all provided UTA resources.

Technical Approach

In the pages that follow, we present the technical components of Via's end-to-end system -- including routing and matching algorithms, rider and driver mobile applications, and backend monitoring tools -- that aggregates people traveling from multiple origins to multiple destinations in a highly efficient way, providing the convenience and flexibility of a custom ride at a much lower cost than conventional services.

Dynamic routing & matching algorithms

Via's powerful routing and matching algorithms optimize the balance between maximizing fleet utilization and providing each individual passenger with a high-quality experience. Our algorithm utilizes a Via-patented technology called "virtual bus stops" (VBS), which use stopping points always within a short walking distance of the customer's pickup request location. The use of VBS maximizes the overall system efficiency and enables Via's dynamic routing service model.

Rider App

Via's intuitive, easy-to-use Rider App matches users in real-time with the supply of available seats across the entire fleet.

Registration

A new rider creates an account by inputting an email address, password, and payment method. Riders can also opt to skip entering payment information during sign-up and wait until they book their first trip.

Pickup and Drop-off location selection

When opening the app, users will clearly see the geofenced zone in which service is offered and will be invited to set a pickup. Moving the pickup pin beyond this zone greys out the map and displays an "Out of Zone" message, so users always know where their on-demand service is available.

Riders will also select the number of people traveling in their party at the time of booking. If a rider wishes to add or subtract passengers to their party, they will tap the "+" or "-" icon within the app (the maximum number of riders is configurable based on fleet capacity and preference).

Trip Proposal and Confirmation

Via's system will automatically assign the new trip to the best-suited vehicle based on a number of factors.

Within seconds of making a trip request, the customer will be presented with a trip proposal containing the vehicle's estimated time of arrival (ETA), the pickup and drop-off addresses, the trip fare, and the estimated drop-off time.

To confirm a trip, users will select a ride from the list of options and tap the large "Book Via" button at the bottom of the screen. Upon accepting a trip proposal, the app will immediately display a box at the bottom of the screen containing the vehicle's ETA, pickup address, cost, ride credit, and vehicle information (vehicle model, color, license plate number, and more).

Fare Collection

The Via system allows users to pay for service directly through the app using a range of payment options including credit cards, transit passes, vouchers, and more.

Fare Structure

Via's software platform has the ability to apply different fare structures such as transfers and concession fares. We provide an intuitive platform that enables customers to pay different fares for trips of different types. Via has robust APIs and a talented tech team who can work on integrations to enable advanced fare and transfer features if required.

Receipts

Via will automatically email an itemized receipt at the end of each ride. Receipts will include the rider's name, party size, trip date and time, pickup and drop-off locations, distance traveled, and the driver's

name. Via can configure the data fields as per partner requirements. The details of all rides are stored in the History screen, which can be accessed from the main menu of the app.

Rider Support and Feedback

Customers will be able to provide real-time and post-trip feedback. A rider who requires immediate support can simply reply to the SMS message received when the vehicle was two minutes away or the message received when the vehicle reached the pickup point.

After every trip, riders will have the option to assign a star rating to their experience and choose from a menu of configurable, pre-selected descriptions correlated to the star rating (or manually input additional detail). Precise user feedback will provide insight into rider preferences, not only enabling dispatchers to respond to particular issues but also suggesting how the service model itself could be improved (i.e. should additional vehicles be added? Should the service zone be adjusted? etc.).

Via's Driver App

After a ride is booked, the driver will be notified and immediately routed to the pickup. The Driver App will display the turn-by-turn directions at the top of the app, and the entire route to the pickup will be highlighted in blue. Should a driver miss a turn, the system will automatically recalculate the most efficient route to the pickup while, at the same time, considering the driver's other pickups and drop-offs.

For each pickup, drivers will see the pickup intersection, the rider's first name, and the total number of passengers in the party. Drivers communicate with the system in a straightforward, easily learnable way. The system automatically presents the relevant actions and choices to the driver at the appropriate time, adjusting after the driver responds to the prompt.

Administrative Tools

Via's map-based interface, the Visualizer, provides a comprehensive real-time overview of service. From the Visualizer, dispatchers can track vehicles and riders and their dynamically updated routes in real time. Dispatchers are able to access driver / vehicle and customer account information and histories from within Via's Operational Controls, or the "VOC".

Software support & maintenance

Following the launch of a new service, partners receive ongoing support and maintenance and the same system optimization deployed in Via's own services. As Via services operate 24-hours a day, a rotating technical manager is on call for partners at all times.

As an agile software developer, we constantly work to improve our product and systems in response to service performance metrics and based on user feedback. Via carefully plans and structures all new additions and improvements to our software. The deployment cycle for partners is synchronized with Via's cycle of development sprints and deployment.

Exhibit C: Proposed Microtransit Service Area

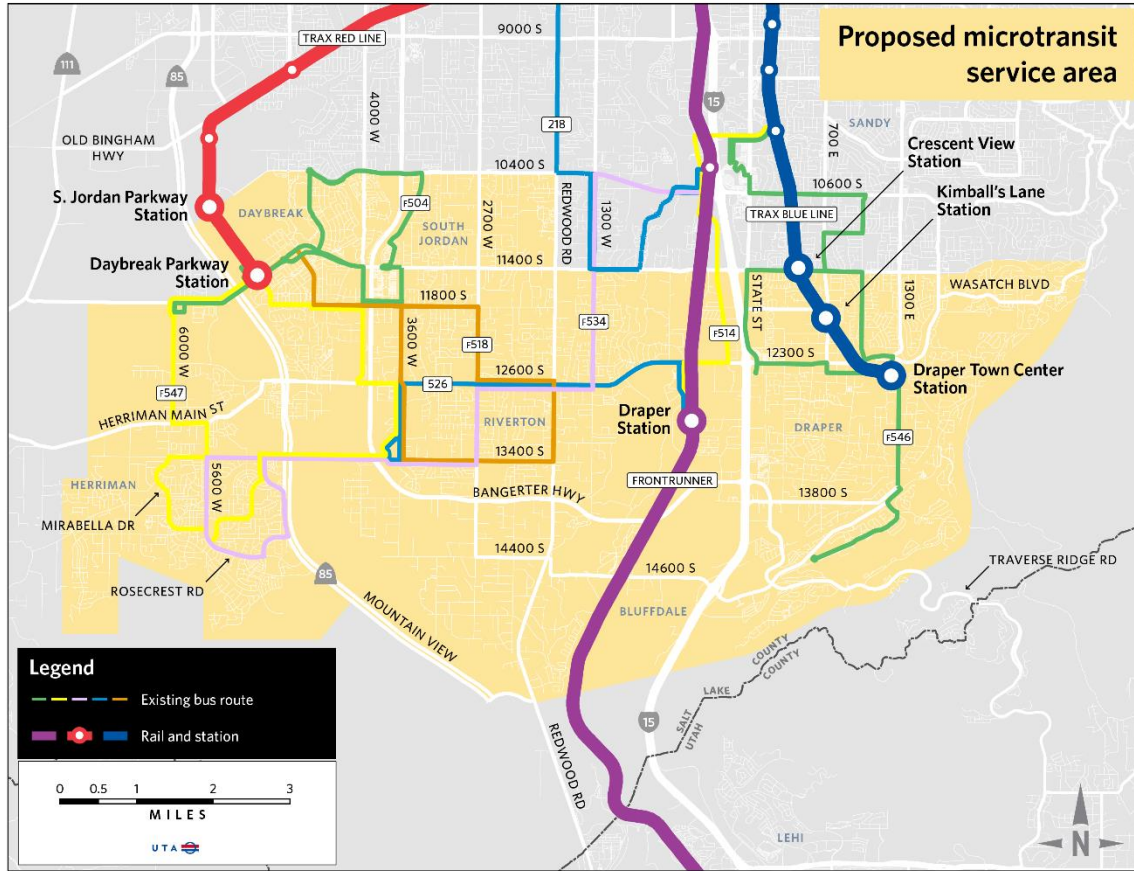


Exhibit D: PRICING

Total Compensation: The not-to-exceed total compensation for performance of the entire scope of services covered by this Agreement and all Addendum(s) which includes a base year and two additional option periods is seven million one hundred twenty-seven thousand eight hundred seventy-five dollars (\$7,127,875)*.

Base Year General Description of cost elements (estimates):

Not-to-Exceed (NTE) Pricing for the base year is \$2,500,000 as shown below:

Marketing: \$350,000 (UTA may elect to perform all or some of this work in-house)

Driver pay & vehicle cost: \$1.35mm - \$1.50mm

Local operations support: \$37,500

Customer support: \$97,500

Other pilot operations: \$340k - \$360k

Fare revenue discount (if applicable): (\$115k) - (\$130k)

The specific pricing and milestone payment schedule shall be included in the Project Addendum(s)

Additional Option Periods

Two additional option periods are included in the contract which may be exercised upon mutual consent of both parties.

Not-to-Exceed (NTE) Pricing for the option periods is shown below:

Option Period 1: \$2,257,500 million*

Option Period 2: \$2,370,375 million*

Total Contract Value

The total NTE contract value for the base year plus two option periods = \$7,127,875 million*

*The prices for Option Period 1 and Option Period 2 are subject to the following conditions:

- A mutual re-validation/adjustment of the option period pricing will occur at the end of the base period based upon changes made to the option period Scope of Service to be provided.
- Option period pricing stated above includes operation and technology expenses only as defined within the Scope of Services. Any Consultant support for marketing and associated expenses for option periods are subject to mutual consent of both parties.

SAMPLE Project Addendum(s)

1. Detailed description of services to be provided:

2. Detailed price broken down according to task:
(Consultant to provide alternative pricing based on fixed price and also fixed price incentive arrangements)

3. Milestone Billing Schedule:
(Payments shall be made by UTA upon satisfactory completion of described milestones)

4. Period of Performance at overall project and task levels

5. Effective Date of Addendum: _____
 - a. The Effective Date shown above shall also be deemed to be the Authorization to Proceed Date for the Project described in this Addendum.

6. OTHER

IN WITNESS WHEREOF, the parties have made and executed this Addendum as of the day and year shown below.

UTAH TRANSIT AUTHORITY:

River North Transit, LLC

By_____

By_____

Name_____

Name_____

Title_____

Title_____

Date_____

Date_____

By _____

Name _____

Title _____

Date _____

Approved as to Form and Content

Assistant Attorney General
UTA Counsel



CONTRACT ROUTING FORM

Department * Existing Contract? Yes Existing Contract Number *

Contract Section

Procurement

Board Review Date *

Document Type *

Requisition # Original Change Order

Please upload the contract or requisition here *

15-1219... 5...

15-1219... 1...

Contract Title *

Contractor Name *

Description / Purpose *

Contract Administrator *

Project Manager *

Base Contract Effective Dates * Beginning

* Ending

Contract Type *

Procurement Method *

Number of Responding Firms

\$ Value of Next Lowest Bidder

Base Contract Term (Months) *

Contract Options (Months) *

Option to Renew? * Yes No

* Renewal Terms

Extension

Start Date

7/1/2019



End Date

7/1/2020



Financial Section

Procurement

Current Contract Value

\$ 260,000.00

Amendment Amount

\$ 65,000.00

New/total Contract Value *

\$ 325,000.00

Qty

Unit Price

\$

Annual/One-Time Value

\$ 65,000.00

Attachment

Upload

Is the amount an estimate? * Yes No

How was the estimate calculated? *

Dependent on the number of hours that will be needed for this work, but not to exceed \$65,000 annually.

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

One-time

Recurring

Account Code *

4800.50339.12

Capital Project Code

Funding Source *

Local

Budgeted? *

Yes No

Budget amount *

\$ 65,000.00

Will this contract require support from another department? *

Yes

No

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

Yes

No

N/A

Has the Qualified Health Insurance Certificate been verified? *

Yes

No

N/A

Approval Section

Legal/Compliance Review *

Bell, Mike

Accounting Approval Needed? *

Yes No

Accounting Review *

Steele, Bryan

IT Approval Needed? *

Yes No

Risk Approval Needed? *

Yes No

Manager/Program Manager *

Bartholomew, Christina M

Dir, Sr. Mgr, RGM, or Chief/VP *

LaMora, Jeffrey

Chief/VP *

LaMora, Jeffrey (acting)

Executive Director *

Meyer, William Steven

Board Approval Required

Board Approval Date



Print this page

Comments

Approve

Reject

**EXERCISE OF OPTION ONE
TO CONTRACT 15-1219TP**

This Exercise of Option One to Contract Agreement is hereby entered this ____ day of _____, 2019, by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah, (hereinafter “UTA”) and PINETOP ENGINEERS, (hereinafter “Contractor”).

RECITALS

WHEREAS, on July 23, 2015 UTA entered into a contract to provide professional services for general installation and replacement of components for an on behalf of the Utah Transit Authority (UTA) for the light rail transit signal priority system and traffic signal interface; and

WHEREAS, UTA requires the exercise of Option Year 1; and

WHEREAS, UTA and the Contractor now desire to modify the Contract Agreement as set forth herein.

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 contract is extended for a period of one (1) year so as to provide for the completion of all work no later than July 1, 2020.
2. Compensation and Fees: The Not-to-Exceed work scope budget shall be increased by \$65,000, for a total project amount of \$325,000.
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.

PINETOP ENGINEERING:

UTAH TRANSIT AUTHORITY:

Name
Title Michael Wright, Owner

W. Steve Meyer
Interim Executive Director

Date June-11, 2019

Date _____

D. Eddy Cumins
Chief Operating Officer

Date _____

Approved as to Form and Content:

Michael Bell
Legal Counsel for UTA



CONTRACT COVER SHEET

CONTRACT SECTION

- 1) Contract No. 15-1219TP (Assigned by Purchasing)
- 2) Contract Type Pass Agreement Goods Services Construction Other: _____
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification) Not applicable
 RFP (Pricing) Sole source Other: _____
- 4) Contract Title Light Rail Signal Priority
- 5) Description (of contract/project) Professional services for general installation and replacement of components for and on behalf of the UTA for the light rail signal priority system and traffic signal interface.
- 6) Contractor Name Pinetop Engineers
- 7) Effective Dates Beginning: 07/23/15 Ending: 07/01/19
- 8) Option to renew? Yes No Renewal terms 5 one-year extensions at \$65,000 a year

FINANCIAL SECTION

- 9) Contract Amount \$ 65,000.00 Is the amount an estimate? Yes No
(Estimate if per transaction cost)
- 9a) If estimated, how was the estimate calculated? This will be billed at an hourly rate shown on Exhibit B and not to exceed \$65,000 per year.
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code 4800 Capital Project Code RAP05414
- 12) Budgeted? Yes No Budget amount: \$ 650,000.00
- 13) Will this contract require support from another department? Yes No
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No

SIGNATURE SECTION

- 15) Legal Counsel has determined this contract requires a signature from the CEO/President. Yes
- 16) The attached contract has been reviewed and is approved as to form.

Attorney/Legal

Ruth Howe
(Signature)

17) Approval Signatures

Requestor
(Contract/project manager)

NA
(Signature)

Manager Jeff LaMora
(Required up to \$25,000)

[Signature]
(Signature)

Executive Hugh Johnson
(Required up to \$25,000)

[Signature]
(Signature)

President/CEO
(Required \$25,000 or more)

[Signature]
(Signature)

RECORDS SECTION

- 18) When fully executed, deliver the contract to the Administrative Services Clerk in Accounting.
- SIRE ID 9/24/15
- Completion date 9/24/15

CONTRACT Number: 15-1219TP

For

Light Rail Transit Signal Priority Programming, Design, and Installation

PROFESSIONAL SERVICES

This Professional Services Contract ("Contract") is dated July 23, 2015 is between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah, ("UTA"), and PineTop Engineering, LLC, a Utah-based Limited Liability Corporation located at PO Box 808, Ogden, Utah 84402-0808 ("Consultant.")

RECITALS

A. UTA desires to hire professional services for general installation and replacement of components for and on behalf of the Utah Transit Authority (UTA) for the light rail transit signal priority system and traffic signal interface.

B. On May 10, 2015, UTA issued Request for Proposal Package Number 15-1219TP ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.

C. Upon evaluation of the proposals in response to the RFP UTA selected Consultant as the preferred entity to negotiate a contract to perform the Work.

D. Consultant is qualified and willing to perform the Work set forth in the Scope of Services attached as Exhibit A (the "Work").

AGREEMENT

Accordingly, the parties agree as follows:

ARTICLE 1.0
Definitions

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

- 1.1 The Term "UTA's Project Manager" shall mean Jeff LaMora, or his/her successor as appointed or designated in writing by UTA.
- 1.2 The term "Change Order" shall mean written modification to the Contract, the form of which shall be prescribed by UTA, by which the parties shall mutually agree and execute any addition, deletion, or variation in the Work covered by the Contract as described in

the Scope of Services, including, but not limited to, any increase or decrease in the monies to be paid under this Contract, any change in the deliverables, any material change in the method, manner or scope of the work.

- 1.3 The term "Scope of Services" shall mean the services described in Exhibit "A" attached hereto and incorporated herein.
- 1.4 The term "Work" shall mean the undertaking and completion of the services described in the Scope of Services, or as may be amended in writing by the parties hereto.
- 1.5 The term "Consultant's Principal-In-Charge" shall mean Michael Wright or his/her successor as appointed or designated in writing by the Consultant.
- 1.6 The term "Consultant's Project Manager" means Michael Wright, or his/her successor as appointed or designated in writing by the Consultant.
- 1.7 The term "Work Scope Budget" means the budget for the Work, a copy of which is attached as Exhibit "B" and incorporated herein.

ARTICLE 2.0

Description of Services

- 2.1 Consultant shall provide all the necessary labor, material, and incidentals to perform the Work as described in the Scope of Services.
- 2.2 Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- 2.3 Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work for UTA.
- 2.4 UTA's Project Manager shall be responsible for the Work and give overall direction and maintain control over the Work to be performed by Consultant hereunder until the completion or termination of this Contract.
- 2.5 Consultant's Project Manager will also be the day-to-day contact person for Consultant, working under the supervision of the UTA's Project Manager, and will be responsible for coordination of the Work.
- 2.6 UTA's Project Manager will represent UTA and be responsible to see that the Work is completed on time, and shall act as the liaison between UTA and the Consultant.
- 2.7 No activity that materially changes this Contract, including but not limited to the Scope of Services, any schedule of performance, any deliverables, and/or any other attachments/exhibits, shall be implemented without a written "Change Order" issued by UTA. Any costs incurred by Consultant without proper contractual authorization

through a written "Change Order" shall be considered non-reimbursable costs.

- 2.8 At the sole discretion of UTA, and subject to the written approval of the Consultant, UTA may amend the Scope of Services to provide that Consultant perform certain professional services for the Project which are not currently defined in the Scope of Services.

ARTICLE 3.0

Period of Service

- 3.1 The effective date of this Contract is the date on which it becomes fully executed. The Contract shall expire when the Work is completed, as determined by UTA, but no later than July 1, 2019. The contract may be extended if the Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

ARTICLE 4.0

Consideration

- 4.1 For the performance of the Work, UTA shall reimburse the Consultant, on no more often than a monthly basis, for costs, charges, and expenses (including any applicable subcontracting costs) incurred by Consultant in the performance of the Work. UTA will not reimburse the Consultant for costs that are not allowable under 48 CFR 31.603.
- 4.2 UTA shall pay the Consultant the fixed fee specified on Exhibit B for performing the Work, in accordance with the milestones set forth on Exhibit B. After payment of 85 percent of the fixed fee, UTA may withhold further payment of fee until a reserve is set aside in an amount that UTA considers necessary to protect UTA's interest. Upon final completion of the Work and close-out of the Contract, UTA shall pay any remaining reserved fee to the Consultant
- 4.2 Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the estimated cost of this Contract, as set forth on Exhibit B (the "Not to Exceed Amount"), nor shall UTA be obligated to reimburse Consultant for costs or make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the total compensation has been increased and further specifies in such notice a revised total compensation amount against which the obligation of the parties hereto shall be payable in accordance with this Article.

ARTICLE 5.0

Reporting Requirements

- 5.1 It is agreed that the Consultant shall deliver progress reports and other deliverables as specified in Exhibit "A".

ARTICLE 6.0
Contract Changes

- 6.1 UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, make changes in the Work within the general scope of the contract, including but not necessarily limited to, changes:
- A. In the Scope of Services identified in Exhibit A,
 - B. In the method or manner of performance of the Work; or
 - C. In directing acceleration or deceleration in the performance of the Work.
- 6.2 Any other written or oral order from UTA's Project Manager, or designee, that causes a material and substantial change in the Work shall be treated as a Change Order under this article only if the Consultant gives UTA's Project Manager or designee written notice stating (1) the date, circumstances, and source of the change in Work and (2) that the Consultant regards the change in Work as a Change Order. The Consultant must assert its right to an adjustment under this article within thirty (30) days after receipt of an order materially and substantially changing the Work.
- 6.3 If any Change Order under this article causes an increase or decrease in the Consultant's cost of, or the time required for, the performance of any part of the Work under this contract, UTA's Project Manager or designee shall make an equitable adjustment to compensate the Consultant for the additional costs or time, and modify the Contract in writing.

ARTICLE 7.0
Invoicing Procedures and Records

- 7.1 At the end of each month the Consultant shall submit invoices to UTA's Project Manager for processing and payment in the form specified by UTA. The amount invoiced shall cover costs incurred by Consultant in performance of the Work during the preceding accounting period, and a portion of the fixed fee as set forth in Exhibit B. Supporting documentation for all costs contained in the invoice will be submitted with each invoice. UTA shall have the right to disapprove specific elements of each invoice. UTA shall provide, in writing, such disapproval to the Consultant within ten (10) working days of invoice submittal. Approval by UTA shall not be unreasonably withheld. Payment for all invoice amounts not specifically disapproved in writing within ten (10) working days after receipt shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

- 7.2 The Consultant shall maintain a time sheet showing standard payroll rates, and other cost documentation related to the performance of labor services under this Contract, as well as receipts or other adequate documentation for non-labor expenses. Upon the request of UTA, written data supporting the labor services and written estimates and actual costs and information in support thereof shall be made available within a reasonable time during the Contract period and for a period of three (3) years thereafter. Consultant agrees that it shall require (as a matter of written contract) that similar records be maintained by all subcontractors at any tier utilized in the performance of this Work.

ARTICLE 8.0 Ownership of Materials

- 8.1 All data, including but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, developed by the Consultant as a part of its Work under this Contract, hereinafter referred to as data and materials, (with the exception of any intellectual property contained therein that is owned or created by Consultant prior to the effective date of this Contract) are the property of UTA and upon completion of this Contract, or upon the termination or cancellation of this Contract, shall be delivered to UTA prior to final payment. All other materials provided to Consultant by UTA to perform this Contract shall be retained by UTA at completion, termination, or cancellation. UTA may reuse or alter any of Consultant's Work, data and materials. In the event UTA chooses to reuse or alter any of the Consultant's work, UTA will hold the Consultant harmless from any liability or damages resulting from UTA's alteration of Consultant Work.

ARTICLE 9.0 Subcontracts

- 9.1 The Consultant shall give advance written notification to UTA of any proposed consulting agreement or subcontract negotiated in participation of this Contract. UTA shall have the right to approve all subcontract agreements and consulting agreements, including any change or amendments to any subcontract or consulting agreement.
- 9.2 No change, removal or substitution shall be made in any of the contracted subconsultants without the prior written approval of UTA.
- 9.3 UTA shall have no liability to any subcontractor for payment for services under this Contract or other Work performed for Consultant by any subcontractor. For any subcontract entered into by Consultant under this Contract, Consultant shall be solely responsible for making payments to the subcontractor, and such payment to said subcontractor(s) shall be made to said subcontractors within thirty (30) days after Consultant has received payment from UTA for the applicable Work performed.
- 9.4 The Consultant shall be responsible for and direct all Work performed by

subcontractors as set forth in the Scope of Services. UTA shall not be responsible for or direct any subcontractor to perform services, which have not been previously authorized in that subcontractor's subcontract. Neither Consultant nor UTA shall have any liability to subcontractors for Work performed by subcontractors which has not been previously authorized by Consultant.

- 9.5 The Consultant agrees that no subcontract Work performed under this Contract shall provide for payment on a cost-plus-percentage-of-cost basis. The Consultant further agrees that all subcontract agreements shall comply with all applicable laws.
- 9.6 No subcontract shall provide for further subcontracting of the Work to a lower tier unless the written approval of UTA 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 UTA, at its discretion, shall deem appropriate.

ARTICLE 10.0 **Key Personnel**

- 10.1 Consultant shall provide the personnel as indicated in Consultants "Work Scope Budget" attached hereto as Exhibit "B", and shall not change any of said personnel without the express written consent of UTA.
- 10.2 Consultant shall assign such further professional and technical personnel as required to perform the Work.

ARTICLE 11.0 **Suspension of Work**

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

the Consultant for the additional costs or time, and modify the Contract in writing.

ARTICLE 12.0
Termination

- 12.1 UTA shall have the right to terminate this contract at any time by giving at least thirty (30) day's advance written notice to Consultant. If the Contract is terminated for any reason other than a default by Consultant, UTA shall pay to Consultant in accordance with the final terms and conditions of the Contract all sums actually due and owing from UTA for all services performed and expenses incurred up to the day written notice of termination is given, plus costs reasonably and necessarily incurred by Consultant to effect such suspension or termination.
- 12.2 If Consultant materially fails to perform any of its obligations under this Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within ten (10) business days after receipt of written notice from UTA identifying the breach and requesting a cure, in that event, UTA may terminate this Contract for default.
- 12.3 If the Contract is terminated for default, UTA shall remit final payment to Consultant in an amount to cover all services performed and expenses incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination, less the costs incurred by UTA as a result of the default.
- 12.4 If UTA terminates this Contract, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Work completed by Consultant prior to termination. Consultant services required after termination shall be billed to UTA at the rate and in the manner specified prior to termination. This Article 12 survives the termination of this Contract.

ARTICLE 13.0
Information, Records, and Reports

- 13.1 To the extent applicable, Consultant shall provide all information and reports required by Federal regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by UTA or FTA.
- 13.2 Consultant shall maintain invoicing and cost information for the duration specified in Article 7.
- 13.3 Consultant shall store all work products, data, and materials for a period not less than three (3) years following the completion of the Project.

ARTICLE 14.0

Findings Confidential

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

ARTICLE 15.0

Indemnification and Insurance

15.1 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage 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.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

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

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis. In addition, the policy shall be endorsed to reflect Contractual Liability Insurance specifically related to the indemnity provisions of this contract. Any exclusion for construction or demolition

activities (including installing wells or bore holes) conducted within 50 feet of railroad tracks shall be removed from policy.

1. Commercial General Liability – Occurrence Form

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

Minimum Requirements:

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

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

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

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

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

4. Professional Liability (Errors and Omissions Liability)

Each Claim \$2,000,000

Annual Aggregate \$4,000,000

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

5. Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad(s) as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad.

The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Utah Transit Authority prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall

be sent directly to **Teressa Pickett at 669 West 200 South, Salt Lake City, UT 84101.**

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (ACORD form or equivalent approved by the Utah Transit Authority) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Teressa Pickett at 669 West 200 South, Salt Lake City, UT 84101.** The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Subcontractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Utah Transit Authority Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 16.0

Independent Contractor

- 16.1 In the performance of the Work to be provided hereunder, Consultant represents that it is an independent contractor and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Consultant is responsible to provide and pay the cost of all its employees' benefits.

**ARTICLE 17.0
Prohibited Interest**

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

**ARTICLE 18.0
Dispute Resolution**

- 18.1 No party may bring a legal action to enforce any term of this Contract without first having exhausted the dispute resolution process described below.

The time schedule for escalation of unresolved issues, including unresolved Change Order requests, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager	Three calendar days
UTA's Light rail General Manager or designee	Three calendar days
UTA's VP of Operations	Three calendar days

If UTA and the Consultant are unable to resolve an issue within the time limits set forth above, the issue must be submitted to UTA's General Manager for resolution, who shall have sole discretion in resolving issues brought before him/her.

**ARTICLE 19.0
Successors and Assignees**

- 19.1 Consultant shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA.
- 19.2 This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assignees, but shall not inure to the benefit of any third party or

other person.

ARTICLE 20.0
Nonwaiver

- 20.1 No failure or waiver or successive failures on the part of either party hereto, their successors or permitted assignees, 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 hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assignees.

ARTICLE 21.0
Notices or Demands

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

If to UTA:
Utah Transit Authority
ATTN: Teressa Pickett
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:
Utah Transit Authority
ATTN: General Counsel
669 West 200 South
Salt Lake City, UT 84101

If to Vendor
PineTop Engineering
ATTN: Michael Wright
PO Box 808
Ogden, UT 84402

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

ARTICLE 22.0
Contract Administrator

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

ARTICLE 23.0
General Provisions

- 23.1 The Work performed by Consultant under this Contract shall conform to generally acceptable professional standards.
- 23.2 No drawings and specifications, as instruments of service developed by Consultant as part of its Work under this Contract, shall be the subject of an application for copyright or trademark by or on behalf of Consultant.
- 23.3 No assignment of any claim or proceeds under this Contract shall be binding upon UTA, unless UTA shall be notified thereof in writing and consents to the same.
- 23.4 The laws of the State of Utah and applicable Federal, state and local laws, regulations and guidelines shall govern hereunder.
- 23.5 The headings of the articles, clauses, and Sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 23.6 Nothing contained herein shall be deemed to create any contractual relationships between UTA and any of the other contractors, subcontractors or material suppliers on the Work, nor shall anything contained herein be deemed to give any third party any claim or right of action against UTA or Consultant which does not otherwise exist without regard to this Contract.
- 23.8 If UTA becomes aware of any fault or defect in the Work or non-conformance with the Contract documents, it shall give prompt written notice thereof to the Consultant.

ARTICLE 24.0
Incorporated Documents

- 24.3 UTA's RFP 15-1219TP including all attachments, and Consultant's Proposal submitted pursuant to that RFP, 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 

Name: ~~Michael A. Hebra~~ JERRY R. BENSON
Title: President / CEO

By 

Name: Jerry Benson
Title: VP Operations

PINETOP ENGINEERING:

By Michael

Digitally signed by Michael Wright
DN: cn=Michael Wright,
email=mikey20675@gmail.com,
o=PineTop Engineering, LLC,
c=US
Date: 2015.09.04 12:00:21 -06'00'

Name Wright
Title _____

By _____

Name _____
Title Owner

Fed ID# 26-3298593

Approved as to Form


UTA Legal Counsel

Reviewed & Recommended


UTA Project Manager

EXHIBIT A – SCOPE OF SERVICES

The purpose of this contract will be to provide general installation and replacement of components for and on behalf of the Utah Transit Authority (UTA) for the light rail transit signal priority system, and traffic signal interface. This contract is intended to be a five year contract with an option for five one year extensions. Work will be based on a yearly budget allocation and the need for specific maintenance, repairs, and upgrades to the existing system, and to all future extensions as determined by the UTA project manager. The maximum amount of work will be \$65,000 per calendar year. Projects will be performed and scheduled on an on-call basis and will be coordinated between the UTA project manager and the Contractor. Work for this contract may include, but will not be limited to the following:

- Transit Signal Priority (TSP) support for all elements – hardware and software – considered therein
- Coordination with UDOT and other entities regarding needs and support for TSP elements
- Integration of new signals, communication, and other elements required for TSP operation
- Design assistance and consultation for transit projects, focusing on, but not limited to, TSP elements
- Programming traffic signal controllers that include Siemen's Next Phase firmware and ASC3 controllers
- Other related tasks as assigned by UTA's Project Manager

Under the direction of the UTA Project Designee, maintain the interface between UTA's Light Rail System and the affected traffic signal system. This includes maintenance and upkeep of the UTA Transit Signal Priority, all safety features related to the train and traffic signal interface, and all programming related to UTA. The Contractor will be utilized on an on-call basis based on budget availability and will occasionally support local state, county, and municipal government entities with requests related to the UTA interface.

The Contractor will work closely with the UTA Designee in the UTA system or under the direction of the UTA designee to diagnose, repair, and maintain the UTA transit signal priority interface and its systems. This will include all preventive maintenance, emergency callouts, and proactive maintenance and updates to the system. The Contractor will occasionally support and coordinate UTA's local partners in maintaining the system.

This Contract will be based on approval of UTA funds and will not exceed \$65,000 annually. Amount of work each calendar year will depend on allocation of funds for that budget year.

It is anticipated that each year this project will receive funding in the amount of \$65,000.

This, however, is only an estimate; the actual amount budgeted will be set annually by the UTA Board of Trustees. Pricing will not change for the first 5 years of the contract. Pricing will be evaluated every year of the 5 one-year options.

The Contractor will operate as an on-call contractor to UTA, performing work only when directed to do so by the UTA Project Manager.

The Contractor will invoice the Customer only for actual hours expended at the current, actual rates in place when the work is conducted. The Contractor will invoice the Customer for all mileage used on the project at the current, IRS approved reimbursement rate in place when the work is conducted. The Contractor will invoice the Customer for all direct-cost items, such as equipment rentals, procured parts, or sub consultant labor costs at their actual cost.

The Contractor will invoice on the 1st day of each month for all costs incurred against the Customer during the previous 30-day period. All invoices to Customer are due upon receipt, and under no circumstances will Customer withhold payment beyond 30 calendar days of the invoice date.

Quoted rates DO NOT include any applicable taxes, and such will be invoiced directly to the Customer above and beyond the performance of work rates. If the Customer is tax exempt, the Customer agrees to provide The Contractor with a valid Tax Exemption Certificate or similar documentation as required.

The following specifications refer to work to be done for and on behalf of the UTA as part of the Support Services Contract. By accepting this contract with UTA, the Contractor hereby agrees to the following conditions:

- A. The Contractor will pursue and receive all required State, City and UTA permits prior to any work being done.
- B. All Contractor personnel on-site must complete the UTA Roadway Worker Training certification prior to any work being done. Failure to demonstrate this is grounds for stoppage of work by UTA.
- C. Unless stated otherwise, all UDOT Standard Specifications and Drawings apply to all work to be conducted under this project, including Traffic Control. All variances must be approved by the UTA Project Manager.

The Contractor will operate as an on-call contractor to UTA, performing work only when directed to do so by the UTA Project Manager.

The Contractor will invoice the Customer only for actual hours expended at the current, actual rates in place when the work is conducted. The Contractor will invoice the Customer for all mileage used on the project at the current, IRS approved reimbursement rate in place when the work is conducted. The Contractor will invoice the Customer for all direct-cost items, such as equipment rentals, procured parts, or sub-consultant labor costs at their actual costs.

The Contractor will invoice on the 1st day of each month for all costs incurred against the

Customer during the previous 30-day period. All invoices to Customer are due upon receipt, and under no circumstances will Customer withhold payment beyond 30 calendar days of the invoice date.

Quoted rates DO NOT include any applicable taxes, and such will be invoiced directly to the Customer above and beyond the performance of work rates. If the Customer is tax exempt, the Customer agrees to provide the Contractor with a valid Tax Exemption Certificate or similar documentation as required.

EXHIBIT B – WORK SCOPE BUDGET

Staff Rates

As of June-1, 2015 the following staff are employed by PineTop Engineering. The rates shown here are the "Normal" rates for these individuals – any additional staff that may be employed by PineTop in the future will also be billed at their "Normal" rate. These rates include all overhead, administrative and fee considerations and are the actual invoice rates that will be used for each person:

- Michael Wright \$125/hr
- Scott Stevenson \$110/hr
- Shelby Hansen \$110/hr
- Michael Merkley \$110/hr
- Devin Squire \$100/hr
- Luke Seegmiller \$100/hr
- Brandy Wright \$90/hr
- Sean Lingwall \$75/hr

PineTop reserves the right to adjust these rates annually in response to salary increases or significant overhead changes in the company, subject to the approval of the UTA Project Manager. Such adjustments are not frequent; for example, none have occurred in any of the rates shown above in the past 5 years.

Direct Costs

Vehicle Mileage. All mileage accrued in performance of work under this project will be billed at the current IRS approved, GSA standardized rate in effect when the work was performed. Currently (as of June-1, 2015) this rate is set at (\$0.575/mile).

Travel Expenses. No travel expenses, beyond vehicle mileage, are anticipated as part of this project, as all staff are local to the Wasatch Front. If such should occur, however, all travel costs will be billed at their actual costs with backup documentation (receipts) provided as part of PineTop's invoice.

Sub-Contractor Labor. Any costs incurred by PineTop as a result of a subcontracted consultant or contractor on this project will be billed at their actual costs with backup documentation (sub-firm invoices) provided as part of PineTop's invoice.

Equipment / Hardware. All equipment or materials purchased by PineTop for use on this project will be billed at their actual costs with backup documentation (receipts) provided as part of PineTop's invoice.



CONTRACT ROUTING FORM

Department*

Existing Contract? Yes

Existing Contract Number*

Contract Section

Procurement

Board Review Date*

Document Type*

Requisition # Original Change Order

Please upload the contract or

requisition here* X

Contract Title*

Contractor Name*

Description / Purpose*

Contract Administrator*

Project Manager*

Base Contract Effective Dates*

*

Contract Type*

Procurement Method*

Number of Responding Firms

\$ Value of Next Lowest Bidder

Base Contract Term (Months)*

Contract Options (Months)*

Option to Renew?* Yes No

Extension Start Date


End Date

Financial Section

Procurement

Existing Contract Value	Amendment Amount	New/total Contract Value *
\$ 554,100.00	\$ 99,000.00	\$ 653,100.00
Qty <input type="text"/>	Unit Price \$ <input type="text"/>	Annual/One-Time Value \$ <input type="text"/>
Attachment <input type="button" value="Upload"/>	Is the amount an estimate? * <input type="radio"/> Yes <input checked="" type="radio"/> No	
Is the amount a one-time purchase or annual recurring purchase? *		<input checked="" type="radio"/> One-time <input type="radio"/> Recurring
Account Code * <input type="text" value="40-3140.68912"/>	Capital Project Code <input type="text" value="MSP140"/>	
Funding Source * <input type="text" value="Local"/>	Budgeted? * <input checked="" type="radio"/> Yes <input type="radio"/> No	
Budget amount * \$ <input type="text" value="653,100.00"/>		
Will this contract require support from another department? *		<input type="radio"/> Yes <input checked="" type="radio"/> No
Is the other department(s) aware of this contract and the required support? *		<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
Has the Qualified Health Insurance Certificate been verified? *		<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A

Approval Section

Legal/Compliance Review *	<input type="text" value="Bell, Mike"/>	
Accounting Approval Needed? * <input checked="" type="radio"/> Yes <input type="radio"/> No	Accounting Review * <input type="text" value="Steele, Bryan"/>	
IT Approval Needed? * <input type="radio"/> Yes <input checked="" type="radio"/> No		
Risk Approval Needed? * <input type="radio"/> Yes <input checked="" type="radio"/> No		
Manager/Program Manager * <input type="text" value="Johnson, Hal R"/>	Dir, Sr. Mgr, or RGM * <input type="text" value="DeLoretto, Mary Louise"/>	
Chief * <input type="text" value="DeMers, Michael James"/>	Executive Director * <input type="text" value="Ulibarri, Kimberly (acting)"/>	
Board Approval Required	Board Approval Date <input type="text"/> 	<input type="button" value="Print this page"/>

Comments

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



CHANGE ORDER
 No. 1

TITLE: Additional Scope for Title Searches
 PROJECT/CODE: MSP140 - Box Elder Right-of-Way
 TO: Meridian Engineering, Inc.
 ATTN: Darren Williams

DATE: 6/21/2019
 This is a change order to
 CONTRACT No: 18-2799TP

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

This change order is for additional scope of adding Title Searches to Meridian's contract. Meridian will request and coordinate the preparation of Title Searches or Preliminary Reports as requested by UTA, for those parcels requiring acquisition. The title searches will be completed by Meridian's subcontractor, Hickman Land Title Company and reviewed by Meridian Engineering before sending to the project team and acquisition agent for use in negotiations. The cost split for this CO is \$59,600 for UTA and \$39,400 for DWRe.

Contract value: \$554,100 X 15% = \$83,115 so this change order will also need Board approval.

Direction or Authorization to Proceed (DAP) previously executed: YES ___ NO X
 It is mutually agreed upon, there is a schedule impact due to this Change order: YES ___ NO X

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

Current Change Order		Contract		Schedule	
Lump Sum:	\$99,000	Original Contract Sum:	\$554,100	Final Completion Date Prior to This Change:	7/30/2021
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$0	Contract Time Change This Change Order (Calendar Days):	NA
Cost Plus:	-	Previous Project Total:	\$554,100	Final Completion Date as of This Change Order:	7/30/2021
Total:	\$99,000	Net Change This Change Order:	\$99,000		
		Current Project Total:	\$653,100		

ACCEPTED:

By: [Signature]
 Date: 6/24/2019
Hal Johnson
 Project Manager <\$10,000

By: [Signature]
 Date: 6/25/19
Mary DeLoretto
 Director of Capital Projects <\$50,000

By: _____
 Date: _____
Darren Williams
 Meridian Engineering, Inc.

By: [Signature]
 Date: 6-25-19
Teressa Pickett
 Procurement

By: [Signature]
 Date: 6-25-19
Michael Bell
 Legal Review

By: [Signature]
 Date: 6/25/2019
Michael DeMers
 Chief Service Development Officer <\$100,000



CHANGE ORDER CHECKLIST

Contract:	18-2799TP	Change Order No.:	1
Change Order Title:	Additional Scope for Title Searches	PCO No.:	1
Summary of Change	This change order is for additional scope of adding Title Searches to Meridian's contract. Meridian will request and coordinate the preparation of Title Searches or Preliminary Reports as requested by UTA, for those parcels requiring acquisition. The title searches will be completed by Meridian's subcontractor, Hickman Land Title Company and reviewed by Meridian Engineering before sending to the project team and acquisition agent for use in negotiations. The cost split for this CO is \$59,600 for UTA and \$39,400 for DWRe. Contract value: \$554,100 X 15% = \$83,115 so this change order will also need Board approval.	Time Completion Change: (Days/Date)	NA
		UTA Cost Estimate:	\$108,000
DCM Approval Date:	NA	Contractor Estimate:	\$99,000
CCC Approval Date:	6/21/2019	Change Order Value:	\$99,000

Change Order Category:

Administrative Procedure:
 Differing Site Condition:
 Configuration Change: X
 Safety Issue:

Environmental Issue:
 Security Issue:
 Value Engineering:
 Utilities:

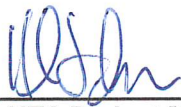
Betterment:
 Other:

Is this a Federally Funded Contract? Yes No X

The change order file must contain information in sufficient detail to support an audit

Y/N/NA (If NO, Comments must be included)

Y	1	Is there a clear description of the pertinent facts for this change?	
Y	2	Was an independent estimate received before the contractor estimate and is there a clear record of negotiations including cost and price analysis information and deviations between the independent estimates and agreed upon price and is this price fair & reasonable?	ICE is higher than CO by 9%. UTA determines the CO to be fair and reasonable.
Y	3	Is there reference to the applicable contract section allowing the change?	Article 7.0
Y	4	Is there adequate justification for the change; i.e., added scope, changed conditions, betterment etc.	
Y	5	Was agreement reached prior to starting any work on this change?	
Y	6	Are there third party funding participants and have their approval(s) been received in writing?	
NA	7	Are utility and ROW agreements in place?	
NA	8	Was the contractor informed of subsurface conditions?	
NA	9	If the change modifies a contractual milestone, is a schedule analysis included?	
NA	10	Did time allow going out to bid from another contractor?	
NA	11	Is the change design complete?	
Y	12	Has a legal review been performed?	
Y	13	Were project contingency requirements observed?	
Y	14	Are all aspects of this change including time and price agreed upon without reservation by the parties involved?	
NA	15	Were quotes from other potential contractors received? If Yes, attach.	
Y	16	Is this change consistent with the environmental document and /or environmental permits?	
Y	17	Are labor, material, and equipment prices sufficiently detailed and are markups per the Contract Provisions?	
Y	18	Is the change allowable and applicable and qualify for federal participation?	Not Federally funded

Signature:  6/24/2019
UTA Project Manager Date

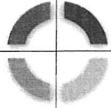
Signature:  6-25-19
UTA Procurement & Contracts Specialist Date



Change Order Summary Worksheet
Previously Authorized Changes

Contract **18-2799TP MER**

Change Order No	Date	Amount of CO	Running Contract Total	Subject
Original Contract			\$554,100	
Total to Date		\$		



UTA

Weber County to Box Elder County Surveying and ROW Services

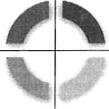
Contract Modification No. 1

UTA Project 18-2799TP
Meridian Project No. 18077
Prepared: June 4, 2019

Meridian Engineering, Inc.

Table of Contents

Work Plan / Fee



WORK PLAN / HOURS DERIVATION

Meridian's full work plan includes the following activities:

WORK PLAN:

TITLE SEARCHES:

Meridian will request and coordinate the preparation of Title Searches, also referred to as Preliminary Reports, for those parcels requiring acquisition. The title searches will be completed by Hickman Land Title Company and reviewed by Meridian Engineering before sending to the project team and acquisition agent for use in negotiations.

ASSUMPTIONS:

- a. Meridian will order title searches upon request from UTA. Only those parcels as specified by UTA will be ordered at that time.
- b. Hickman Land Title Company will be a sub-consultant to Meridian Engineering Inc.
- c. Hickman Land Title Company will complete all title searches unless directed otherwise by UTA.

FEE TYPE:

This fee and the scope of work on which it is based was prepared as a Direct Cost. Meridian will forward invoices received from the selected title company along with a 10-percent markup to UTA. Cost of the title searches will vary depending on complexity and size of subject parcel.

The cost for each search will be \$275.00 per tax id for a total project cost of **\$99,000.00** to provide preliminary reports which will show the current ownership/vesting, legal description of the property, county taxes, easements and restrictions, liens, and any other document that effects the subject property.

A breakdown of this cost by Segment is shown below:

Segment 1 – Weber County		Segment 2 – County Border to 8700 S.	
UTA title Searches	\$33,000	UTA title Searches	\$1,100
Segment 3 – 8700 S. to US-91		Segment 4 – US-91 to Forest Street	
UTA title Searches	\$13,125	UTA title Searches	\$12,375
DWRe title searches	\$39,400		
Total:	\$52,525		
Total UTA:	\$59,600		
Total DWRe:	\$39,400		
Grand Total:	\$99,000		

ICE and Price analysis

ICE based on average of \$300 per title search for 327 properties with 10% markup by contractor = \$108,000.

We asked Meridian to get quotes from three different title companies the three firms were all very close in cost: \$200-300 per parcel depending on commercial or residential use and complexity. Given a number of questions we have around the railroad right way from the old interurban corridor, Utah Idaho Central Railroad, we have assumed \$275 per parcel including a 10% mark up by Meridian. We also liked Hickman Title because they are based in Box Elder County and have the most local knowledge.

ICE is \$9,000 or 9% higher than Meridians price. UTA determines the price to be fair and reasonable.



CONTRACT ROUTING FORM

Department*

Existing Contract? Yes

Existing Contract Number*

Contract Section

Procurement

Board Review Date*

Document Type*

Requisition #

Please upload the contract or

requisition here* X

Contract Title*

Contractor Name*

Description / Purpose*

UTA contracted with Stacy and Witbeck for a three year on-call maintenance contract on 12/30/2016 to perform pre-construction services, construction management and a variety of maintenance tasks on UTA's transit system. As part of the on-call contract, the costs associated with the contractor's management team (Project Manager/Construction Manager) are not included in the task orders. This cost is billed monthly for actual hours worked, not to exceed 40 hours per week. The \$495,040 for this task order covers the twelve months of 2019. This enables UTA to cap management costs on task orders and provides full time access to the contractor's management team. After the bill is received the hours are then split up to the various task orders that were worked on during the month. As part of this contract section the contractor's management team is also available for emergency response and helping with constructability reviews for future task orders. The total contract amount of \$32,119,079 (includes \$505,316 from separate Task Order #79 pending Board approval) is made up from 79 task orders since 2017. Each task order is covered by multiple project budgets from 2017, 2018 and 2019.

The Original On-Call Maintenance Contract was included with the Board Of Trustees meeting packet on May 29, 2019 and can be found at the link below:

https://www.rideuta.com/-/media/Files/Board-of-Trustees/Board-Agenda-PDFs/2019/May/2019_0529_Contract_Board_Meeting.ashx?la=en

Contract Administrator*

Project Manager*

Base Contract Effective Dates*

*

Contract Type*

Procurement Method*

Number of Responding Firms

\$ Value of Next Lowest Bidder

Base Contract Term (Months)*

Contract Options (Months)*

Option to Renew?* Yes No

* Renewal Terms

Extension Start Date

End Date

Financial Section

Procurement

Existing Contract Value	Amendment Amount	New/total Contract Value *
\$ 31,624,039.00	\$ 495,040.00	\$ 32,119,079.00
Qty <input type="text"/>	Unit Price \$ <input type="text"/>	Annual/One-Time Value \$ 495,040.00
Attachment <input type="button" value="Upload"/>	Is the amount an estimate? * <input type="radio"/> Yes <input checked="" type="radio"/> No	
Is the amount a one-time purchase or annual recurring purchase? *		<input checked="" type="radio"/> One-time <input type="radio"/> Recurring
Account Code * <input type="text" value="Various"/>	Capital Project Code <input type="text" value="Various"/>	
Funding Source * <input type="text" value="Local"/>	Budgeted? * <input checked="" type="radio"/> Yes <input type="radio"/> No	
Budget amount * \$ 495,040.00		
Will this contract require support from another department? *		<input type="radio"/> Yes <input checked="" type="radio"/> No
Is the other department(s) aware of this contract and the required support? *		<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
Has the Qualified Health Insurance Certificate been verified? *		<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A

Approval Section

Legal/Compliance Review *	<input type="text" value="Bell, Mike"/>	
Accounting Approval Needed? *	<input checked="" type="radio"/> Yes <input type="radio"/> No	Accounting Review * <input type="text" value="Steele, Bryan"/>
IT Approval Needed? *	<input type="radio"/> Yes <input checked="" type="radio"/> No	
Risk Approval Needed? *	<input type="radio"/> Yes <input checked="" type="radio"/> No	
Manager/Program Manager *	<input type="text" value="Hancock, David W"/>	Dir, Sr. Mgr, or RGM * <input type="text" value="Hancock, David W"/>
Chief *	<input type="text" value="Cumins, Donald E"/>	Executive Director * <input type="text" value="Cumins, Donald E (acting)"/>
Board Approval Required	Board Approval Date <input type="text"/>	<input type="button" value="Print this page"/>

Comments

January 9, 2019

Mr. Dave Hancock
Project Manager
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Reference: Contract No.: On Call Maintenance 16-1846TP

Subject: Section 5.1 Compensation for Pre-construction Services and Construction Management.
Section 10 Key Personnel

Dear Dave:

In accordance with section 5.1 Compensation for Pre-construction Services and Construction management coupled with section 10 Key Personnel, SWI is pleased to provide an anticipated budget for 2019. Per Exhibit C contractors Pricing Sheet, the 2019 rates are as follows:

Project Manager – Brian Dagsland \$112/Hr.

Construction Manager – Collin Christensen \$126/Hr.

Budgeting for 40 hours a week for a complete year (52 weeks) total fee would be:

Project Manager – Brian Dagsland	\$232,960
Construction Manager – Collin Christensen	<u>\$262,080</u>
Combined Budget Total	\$495,040

From Exhibit C the payment will be requested on actual hours expended at 8 hours per day, non-worked days will not charged to UTA. SWI will continue to provide a monthly invoice with weekly timecards as backup. We appreciate the considerations provided for management compensation and look forward to continuing to deliver a high level of service to UTA this coming year and in future years.

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Brian Dagsland
Project Manager

Task Order #76 Breakdown

Year 2019

Total Task Order Amount \$ 495,040

Task Order	Amount	% of Total	Allocated Amount	Charge Code
Main St 400 S Half Grand Union Construction	\$ 4,018,000	38.92%	\$ 192,664.73	SGR355
150 S Main St Interlocking Construction	\$ 943,000	9.13%	\$ 45,217.23	SGR383
E-Bus Charging Equip. Install at Central Bus Garage	\$ 130,000	1.26%	\$ 6,233.55	MSP162
Charging Equip. Installation at SL Central Hub	\$ 574,000	5.56%	\$ 27,523.53	MSP162
Delta Interlocking Construction	\$ 1,459,000	14.13%	\$ 69,959.64	SGR383
Grade Crossing Replacements	\$ 800,000	7.75%	\$ 38,360.33	SGR393
2019 Rail Replacement Work	\$ 1,500,000	14.53%	\$ 71,925.61	SGR385
Stray Current	\$ 200,000	1.94%	\$ 9,590.08	SGR047
Bus Stop Replacements	\$ 200,000	1.94%	\$ 9,590.08	MSP155,56,73
Other SGR Projects	\$ 500,000	4.84%	\$ 23,975.20	SGR
Total	\$ 10,324,000		\$ 495,040.00	

Task Order # 76 - 2019 Pre-Construction Services / Construction Mgt Fees

Price Analysis

Stacy & Witbeck Project Manager	\$ 232,960.00	
Stacy & Witbeck Construction Manager	\$ 262,080.00	
Total	\$495,040.00	
UTA (ICE) SWI Project Manager	\$ 231,203.00	
UTA (ICE) SWI Construction Manager	\$ 262,528.00	
Total	\$493,731.00	
SWI Project Manager Difference	\$ 1,757.00	0.76%
SWI Construction Manager Difference	\$ (448.00)	-0.17%
Net Difference	\$ 1,309.00	0.27%

UTA determines the price to be fair and reasonable based upon the fact that the combined difference in price is \$1,309 or .27% higher than the ICE

UTA - 2019 On-Call Maintenance Project Management Costs - ICE				
		Max Hours Worked (Based on 52 weeks)	Individual Total	
2017 Pricing for SWI PM and CM		Hourly Rate		
Brian Dagsland (PM)	\$ 103.00	2,080	\$214,240.00	
Sean Furey (CM)	\$ 116.00	2,080	\$241,280.00	
<i>2017 Grand Total (Not to be exceeded)</i>			\$455,520.00	
				Hrly Rate % Increase over 2017 Rate
2018 Pricing for SWI PM and CM				
Brian Dagsland (PM)	\$ 107.00	2,080	\$ 222,560.00	3.88
Sean Furey/Collin Christensen (CM)	\$ 121.00	2,080	\$ 251,680.00	4.31
<i>2018 Grand Total (Not to be exceeded)</i>			\$ 474,240.00	
				Assumed Same Hrly Rate % Increase as Used in 2018
Estimated 2019 Pricing for SWI PM and CM				
Brian Dagsland (PM)	\$ 111.16	2,080	\$ 231,203.11	
Collin Christensen (CM)	\$ 126.22	2,080	\$ 262,528.28	
<i>Estimated 2019 Grand Total (Not to be exceeded)</i>			\$ 493,731.38	



CONTRACT ROUTING FORM

Department*

Existing Contract? Yes

Existing Contract Number*

Contract Section

Procurement

Board Review Date*

Document Type*

Requisition #

Please upload the contract or requisition here*

Pages from Stacy and Witbeck Task Order #79 for ... 4.1MB



Contract Title*

Contractor Name*

Description / Purpose*
Task Order #79 - UTA contracted with Stacy and Witbeck for a three year on-call maintenance contract on 12/30/2016 to perform pre-construction services, construction management and a variety of maintenance tasks on UTA's transit system. This Task Order is for the removal and replacement of the Blue line light rail grade crossings at 2700 S and 201 W & 6960 S and 600 W. Light rail grade crossings need to be replaced every 15-20 years. This State of Good Repair project began in 2014. All of the original North/South light rail grade crossings were evaluated and prioritized to replace those in most need of replacement as budget allowed. There have been 22 crossings replaced since 2014 and this task order will take care of 2 of the remaining 6. The total contract amount of \$31,624,039 (including this task order) is made up from 79 task orders since 2017. Each task order is covered by multiple project budgets from 2017, 2018 and 2019.

The Original On-Call Maintenance Contract was included with the Board Of Trustees meeting packet on May 29, 2019 and can be found at the URL below:

https://www.rideuta.com/-/media/Files/Board-of-Trustees/Board-Agenda-PDFs/2019/May/2019_0529_Contract_Board_Meeting.ashx?la=en

Contract Administrator*

Project Manager*

Base Contract Effective Dates*

*

Contract Type*

Procurement Method*

Number of Responding Firms

\$ Value of Next Lowest Bidder

Base Contract Term (Months)*

Contract Options (Months)*

Option to Renew?* Yes No

* Renewal Terms
The contract may be extended for two additional one year terms, at UTA's sole option.

Extension Start Date

End Date

Financial Section

Procurement

Existing Contract Value **Amendment Amount** **New/total Contract Value ***
\$ 31,118,723.00 \$ 505,316.00 \$ 31,624,039.00

Qty Unit Price \$ Annual/One-Time Value \$

Attachment Is the amount an estimate? * Yes No

Pages fr... 4....

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

Account Code * Capital Project Code

Funding Source * Budgeted? * Yes No

Budget amount * \$

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

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

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

Approval Section

Legal/Compliance Review *

Accounting Approval Needed? * Yes No Accounting Review *

IT Approval Needed? * Yes No

Risk Approval Needed? * Yes No

Manager/Program Manager * Dir, Sr. Mgr, or RGM *

Chief * Executive Director *

Board Approval Required Board Approval Date

Comments

TASK ORDER NO. 79

TASK ORDER NAME: 2700 S & 6960 S Grade Crossing Replacements for Light Rail

PROJECT CODE: SGR393 40-7393.68912

This Task Order No. 79 to the On Call Maintenance Contract is entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of December 30th, 2016.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for the Task Order #79 is identified in Exhibit 1 – Scope of Work, which is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

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

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed \$505,316.00. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

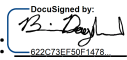
This Task Order does does not [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

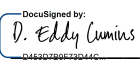
IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:


STACY AND WITBECK, INC.:

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

By:  _____
DocuSigned by: Stacy and Witbeck, Inc. 692C73FE50E1478

By:  _____
D. Eddy Cumins, Chief Operating Officer < \$100,000 Date 6/20/2019

Date: _____
6/20/2019

By:  _____
David Hancock, Director of Asset Management < \$50,000 Date 6/17/2019

On-Call Maintenance Contract # UT16-1846TP

Stacy and Witbeck

March 27, 2019

On Call Services

Mr. David Hancock
Director of asset Management
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Reference: 2700 South and 201 West Grade Crossing Replacement
Contract No: 16-1846TP

Subject: 19-604 – 2700 S Grade Crossing Reconstruction

Dear David:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at 2700 South and 201 West with 142 TF of embedded track crossing. 251 TF of the existing 133# rail will be replaced with 115# rail due to the unavailability of Rail Boot for 133# rail. Stacy and Witbeck has assumed the replacement will take place on two consecutive weekend shutdowns. We look forward to constructing this project for UTA this summer of 2019 at a mutually agreed upon schedule.

Exclusions:

- Railroad Protective Insurance
- Davis Bacon Wages
- Buy America Certification
- Quality Control Testing and Supervision
- Permit Fees
- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials

Clarifications:

- Please see detailed list of each bid item below.
- 115# rail and concrete ties to be provided by UTA.
- SWI has assumed the work hours to be from approximately 12:00 AM Saturday thru 5:00 AM Monday for two consecutive weeks. One track will remain operational during this work window.
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

Stacy and Witbeck

Bid Item 1000 – Permits and Regulatory Approvals – 1 LS – Total \$1,093.00 – This bid item includes the cost to obtain a noise permit from Salt Lake County to perform work at night. Item also includes Traffic control permit and encroachment permits from Salt Lake City to perform work.

Bid Item 2000 – Field Engineering and Project Controls – 1 LS – Total of \$31,814.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 3000 – Safety Program and Administration – 1 LS – Total of \$5,027.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 4000 – Contractors Temporary Facilities and Equipment – 1 LS – Total \$5,288.00 – This bid item includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

Bid Item 5000 – Mobilization – 1 LS – Total \$8,191.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site prior to each shutdown, and final project cleanup.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total \$2,832.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – 2700 S Grade Crossing Replacement – 142 TF – \$1,163 per TF - Total \$165,146.00 – This bid item includes the following items.

- Item 7010 – Traffic and Pedestrian Control - \$4,152.00 – Includes full closure of 2700 S for 2 weekends to perform the required work.
- Item 7020 – Demo Existing Crossing - \$24,648.00 – Includes saw cutting, removal, haul off and dump fees for roadway, crossing, sidewalk, curb and excavation.
- Item 7030 – Aggregate Base with Fabric - \$9,928.00 – Includes geo-grid fabric and aggregate base course under the PCCP, embedded track, curb and sidewalk.
- Item 7040 – Temporary AC Paving - \$7,271.00 – Includes 72 SY of temporary paving and removal of roadway and sidewalk to allow reopening of 2700 S between the 2 weekend work windows.
- Item 7050 – PCC Roadway Paving - \$26,661.00 – Includes 111 SY of concrete paving between the tracks and to tie into the existing roadway, saw and seal, doweling and reinforcing is also included.
- Item 7060 – Concrete Sidewalk - \$3,896.00 – Includes 300 SF of replacing sidewalk on both sides of the street as required to complete the work.
- Item 7070 – Concrete Curb - \$2,969.00 – Includes 40 LF of curb on both sides of the street as required to complete the work.
- Item 7080 – Procure and Handle Track Materials - \$16,022.00 – Includes railboot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail and ties.
- Item 7090 – Thermite Welding - \$15,932.00 – Includes 4 regular welds and 8 comp welds from 133# to 115# rail. Excludes weld testing.

Stacy and Witbeck

- Item 7100 – Embedded Track Construction - \$44,950.00 – Includes construction of 142 TF of embedded rail per the Sugar House Streetcar details for dimensions (84" by 15") and reinforcing.
- Item 7110 – Ballasted Track Construction - \$8,717.00 – Includes 100 TF of construction and hand dressing of ballasted track adjacent to the embedded track.

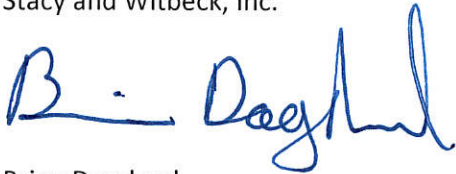
Bid Item 8000 – Stabilization Rock/Fabric – 55 CY - \$247 Per CY – Total \$13,585.00 – Includes 55 CY of stabilization rock and geo-grid fabric if required to mitigate soft soils. This also includes the removal and disposal of the unsuitable soils.

Bid Item 100000 – Fee (5.25%) – 1 LS – Total of \$12,231.00 – This is the 5.25% GMGC fee.

The total price for this scope of work is **\$245,207.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Brian Dagsland
Project Manager

03/26/2019 9:33
 19-604 2019 Gr Xing - 2700 South
 *** Maverick Gibbons, MG

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Permits & Regulatory Approvals	1.000	LS	1,093.00	1,093.00
2000	Field Engineering & Project Controls	1.000	LS	31,814.00	31,814.00
3000	Safety Program & Administration	1.000	LS	5,027.00	5,027.00
4000	Contractors Temporary Facilities & Equipment	1.000	LS	5,288.00	5,288.00
5000	Mobilization	1.000	LS	8,191.00	8,191.00
6000	Construction Survey/Layout	1.000	LS	2,832.00	2,832.00
7000	2700 S Grade Crossing	142.000	TF	1,163.00	165,146.00
8000	Stabilization Rock/Fabric - 18 inch depth	55.000	CY	247.00	13,585.00
Subtotal					\$232,976.00
10000	Fee (5.25%)	1.000	LS	12,231.00	12,231.00
Bid Total \Longrightarrow					\$245,207.00

Stacy and Witbeck

March 27, 2019

On Call Services

Mr. David Hancock
Director of asset Management
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

Reference: 6960 South and 600 West Grade Crossing Replacement
Contract No: 16-1846TP

Subject: 19-610 – 6960 S Grade Crossing Reconstruction

Dear David:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at 6960 South and 600 West with 120 TF of embedded track crossing. 190 TF of the existing 133# rail will be replaced with 115# rail due to the unavailability of Rail Boot for 133# rail. Stacy and Witbeck has assumed the replacement will take place on two consecutive weekend shutdowns. This grade crossing is the only access to UTA and Salt Lake County facilities east of the crossing, thus access for these facilities will be limited during construction. Stacy and Witbeck has included an item to place road plates to allow restricted access when it is feasible. We look forward to constructing this project for UTA this summer of 2019 at a mutually agreed upon schedule.

Exclusions:

- Railroad Protective Insurance
- Davis Bacon Wages
- Buy America Certification
- Quality Control Testing and Supervision
- Permit Fees
- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials

Clarifications:

- Please see detailed list of each bid item below.
- 115# rail and concrete ties to be provided by UTA.
- SWI has assumed the work hours to be from approximately 12:00 AM Saturday thru 5:00 AM Monday for two consecutive weeks. One track will remain operational during this work window.
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

Stacy and Witbeck

Bid Item 1000 – Permits and Regulatory Approvals – 1 LS – Total \$1,093.00 – This bid item includes the cost to obtain a noise permit from Salt Lake County to perform work at night. Item also includes Traffic control permit and encroachment permits from Salt Lake City to perform work.

Bid Item 2000 – Field Engineering and Project Controls – 1 LS – Total of \$31,979.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 3000 – Safety Program and Administration – 1 LS – Total of \$5,030.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 4000 – Contractors Temporary Facilities and Equipment – 1 LS – Total \$5,275.00 – This bid item includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

Bid Item 5000 – Mobilization – 1 LS – Total \$8,188.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site prior to each shutdown, and final project cleanup.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total \$4,539.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – 2700 S Grade Crossing Replacement – 120 TF - \$1,200 Per TF – Total \$155,880.00 – This bid item includes the following items.

- Item 7010 – Traffic and Pedestrian Control - \$2,994.00 – Includes full closure of 2700 S for 2 weekends to perform the required work.
- Item 7020 – Demo Existing Crossing - \$22,838.00 – Includes saw cutting, removal, haul off and dump fees for roadway, crossing, curb and excavation.
- Item 7030 – Aggregate Base with Fabric - \$12,738.00 – Includes geo-grid fabric and aggregate base course under the embedded track, AC pavement and curb.
- Item 7040 – Temporary AC Paving - \$11,123.00 – Includes 100 SY of temporary paving and removal of roadway to allow reopening of 6960 S between the 2 weekend work windows.
- Item 7050 – Asphalt Cement Roadway Paving - \$27,811.00 – Includes 200 SY of AC paving between the tracks and to tie into the existing roadway.
- Item 7070 – Concrete Curb - \$2,835.00 – Includes 50 LF of curb on both sides of the street as required to complete the work.
- Item 7080 – Procure and Handle Track Materials - \$14,146.00 – Includes railboot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail and ties.
- Item 7090 – Thermite Welding - \$15,954.00 – Includes 4 regular welds and 8 comp welds from 133# to 115# rail. Excludes weld testing.
- Item 7100 – Embedded Track Construction - \$38,844.00 – Includes construction of 120 TF of embedded rail per the Sugar House Streetcar details for dimensions (84" by 15") and reinforcing.
- Item 7110 – Ballasted Track Construction - \$6,597.00 – Includes 70 TF of construction and hand dressing of ballasted track adjacent to the embedded track.

Stacy and Witbeck

Bid Item 8000 – Stabilization Rock/Fabric – 47 CY - \$238 Per CY – Total \$11,186.00 – Includes 47 CY of stabilization rock and geo-grid fabric if required to mitigate soft soils. This also includes the removal and disposal of the unsuitable soils.

Bid Item 9000 – Emergency Access – 2 WK - \$11,982 Per WK – Total \$23,964.00 – Includes placing road plates across the work area up to allow for restricted access thru the crossing during construction and the lost production that ensues. Access is assumed to be a single vehicle lane approximately 12 Ft wide across a single track.

Bid Item 100000 – Fee (5.25%) – 1 LS – Total of \$12,975.00 – This is the 5.25% GMGC fee.

The total price for this scope of work is **\$260,109.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.

A handwritten signature in blue ink that reads "Brian Dagsland". The signature is stylized and cursive.

Brian Dagsland
Project Manager

03/27/2019 13:16
 19-610 6960 S 600 W Grade Xing
 *** Brian Dagsland, BD

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Permits & Regulatory Approvals	1.000	LS	1,093.00	1,093.00
2000	Field Engineering & Project Controls	1.000	LS	31,979.00	31,979.00
3000	Safety Program & Administration	1.000	LS	5,030.00	5,030.00
4000	Contractors Temporary Facilities & Equipment	1.000	LS	5,275.00	5,275.00
5000	Mobilization	1.000	LS	8,188.00	8,188.00
6000	Construction Survey/Layout	1.000	LS	4,539.00	4,539.00
7000	2700 S Grade Crossing	120.000	TF	1,299.00	155,880.00
8000	Stabilization Rock/Fabric - 18 inch depth	47.000	CY	238.00	11,186.00
9000	Emergency Access	2.000	WK	11,982.00	23,964.00
Subtotal					\$247,134.00
10000	Fee (5.25%)	1.000	LS	12,975.00	12,975.00
Bid Total =====>					\$260,109.00

Task Order # 79 - 2700 S & 6960 Grade Crossing Replacements**Price Analysis**

Stacy & Witbeck 2700 S Cost Estimate	\$ 245,207.00	
Stacy & Witbeck 6960 S Cost Estimate	\$ 260,109.00	
Total	\$505,316.00	
UTA 2700 S Independent Cost Estimate (ICE)	\$ 250,879.00	
UTA 6960 S Independent Cost Estimate (ICE)	\$ 254,092.00	
Total	\$504,971.00	
2700 S Difference	\$ (5,672.00)	-2.26%
6960 S Difference	\$ 6,017.00	2.37%
Net Difference	\$ 345.00	0.07%

UTA determines the price to be fair and reasonable based upon the fact that the combined difference in price is only \$345 higher than the ICE's



2700 South Crossing Replacemet UTA Cost Estimate

Date: 13-May-19

Prepared By: JBS

Design

Item	Description	Responsibility	Qty	Unit	Unit MH	Total MH	Unit Cost	Total Price
	Design	Designer	0	Person	40	0	\$125	\$0
	Quality Check	Designer	0	Person	6	0	\$125	\$0
	Document Control	Designer	0	Person	3	0	\$125	\$0
						0	Design Subtotal	\$0
	Design Labor Fee	Designer	1	Pct	11%	-	-	\$0.00
	Contingency (including Con. Profit)	Designer	1	Pct	10%	-	-	\$0
						TOTAL OVERHEAD COST	\$0	
						Design Total	\$0	

Schedule of Rates

Type	Rate/hr
PM/Programming/Simulation	\$175.00
Engineering	\$125.00
Construction PM	\$150.00
Construction-Labor	\$45.00
Field Testing-Labor	\$95.00
Pickup Truck	\$18.00
Backhoe	\$40.00
Bore Machine	\$85.00
Const. Engineer	\$130.00
Safety/Quality	\$100.00

Construction Estimate

General Conditions

Item	Description	Responsibility	Qty	Unit	Unit MH	Total MH	Unit Cost	Total Price
	Travel	Contractor	0	EA	40	N/A	\$2,500	\$0
	Mobilization	Contractor	1	LS	N/A	NA	\$12,500	\$12,500
	Over Time Labor	Contractor	0	Person	48	0	\$105	\$0.00
	Permitting	Contractor	1	LS	N/A	N/A	\$1,000	\$1,000.00
	Traffic Control	Contractor	2	EA	N/A	N/A	\$2,500	\$5,000.00
	Layout/Survey	Contractor	2	Person	10	20	\$130	\$2,600
	Quality/Safety Management	Contractor	2	Person	20	40	\$100	\$4,000
	Field Engineer/ Project Controls	Contractor	1	Person	100	100	\$130	\$13,000
	Construction Project Manager	Contractor	1	Person	60	60	\$150	\$9,000
						General Conditions Total	\$47,100	

Material, Installation, and Field Testing

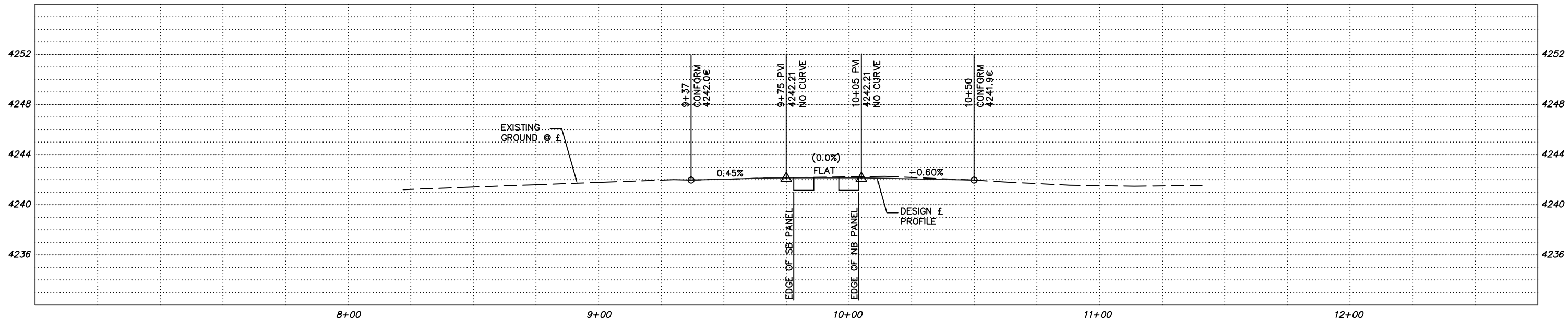
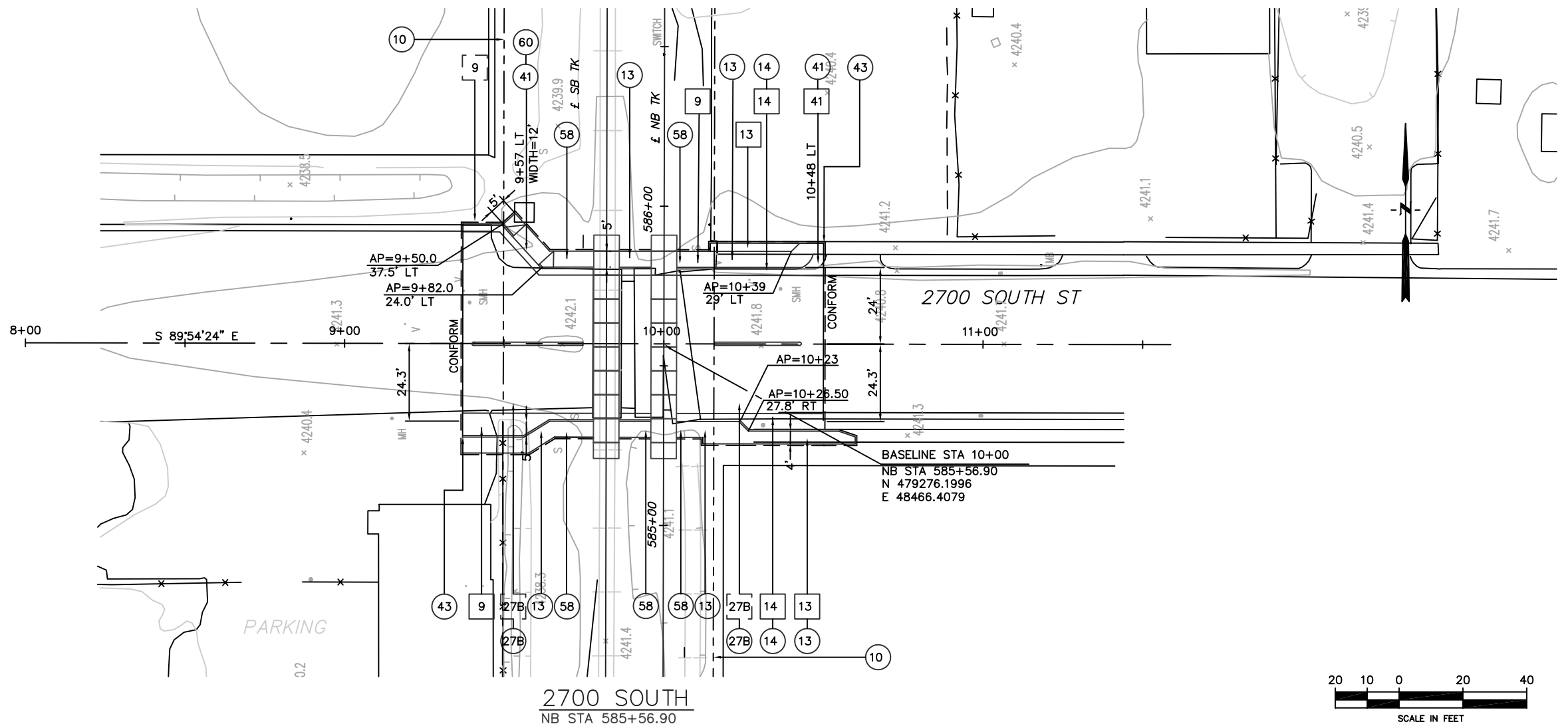
Item	Description	Responsibility	Qty	Unit	Unit MH	Total MH	Unit Labor	Total Labor	Unit Material	Total Mat.	Unit Equip.	Total Equip.	Total Price
	Demolition of Existing Tubs	Contractor	2265	sf	0.04	90.60	\$45.00	\$4,077.00	\$1.00	\$2,265.00	\$210.00	\$19,026.00	\$25,368
	Base Preparation/Installation	Contractor	67	yd ³	1	67.44	\$45.00	\$3,035.00	\$200.00	\$13,488.89	\$134.00	\$9,037.56	\$25,561
	Temp Paving (AC)	Contractor	75	sy	0.45	33.85	\$45.00	\$1,523.25	\$15.00	\$1,128.33	\$112.00	\$3,791.20	\$6,443
	Embedded Rail Construction	Contractor	141	TF	1.25	176.46	\$45.00	\$7,940.63	\$180.00	\$25,410.00	\$116.00	\$20,469.17	\$53,820
	Ballast Track Construction	Contractor	112	TF	0.25	28.08	\$45.00	\$1,263.75	\$41.00	\$4,605.67	\$112.00	\$3,145.33	\$9,015
	Final Paving (PCC)	Contractor	118	sy	0.45	52.90	\$45.00	\$2,380.50	\$134.37	\$15,795.85	\$112.00	\$5,924.80	\$24,101
	Sidewalk Replacement	Contractor	327	sf	0.05	16.35	\$45.00	\$735.75	\$8.00	\$2,616.00	\$36.00	\$588.60	\$3,940
	Curb and Gutter Replacement	Contractor	36	LF	1	35.83	\$45.00	\$1,612.50	\$12.00	\$430.00	\$36.00	\$1,290.00	\$3,333
	Rail Welds (Thermite)	Contractor	12	EA	2	24.00	\$45.00	\$1,080.00	\$1,000.00	\$12,000.00	\$18.00	\$216.00	\$13,296
	Rail Boot	Contractor	141	TF	0.07	9.88	\$45.00	\$444.68	\$30.00	\$4,235.00	\$18.00	\$177.87	\$4,858
	General Field Labor/Material Hand.	Contractor	3	Person	24	72.00	\$45.00	\$3,240.00	\$200.00	\$600.00	\$174.00	\$12,528.00	\$16,368
Subtotals						607.40		\$27,333.05		\$82,574.74		\$76,194.53	\$186,102
	Contractor Profit	Contractor	1	Pct	5.25%								\$12,243.12
	Contingency (including Con. Profit)	Contractor	1	Pct	1.00%								\$2,454
									SUBTOTAL CONSTRUCTION COST				\$247,900
	Bonding	Contractor	1	Pct	1%								\$2,479.00
	Insurance	Contractor	1	LS									\$500
									CONSTRUCTION TOTAL				\$250,879

LOCATION GRAND TOTAL	\$250,879
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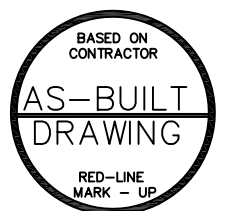
NOTES:

1. SEE DWG. NO. C401 FOR CONSTRUCTION NOTES.
2. SEE DWG. NO. C001 FOR CIVIL ABBREVIATIONS AND SYMBOLS.
3. SEE DWG. NO. C402 FOR CONSTRUCTION SYMBOLS, LEGEND, TYPICAL SECTION & S. SALT LAKE CITY STANDARDS FOR SIDEWALK, CURB AND GUTTER, MEDIAN, ADA RAMP, AND DRIVEWAY DETAILS.

XREF'S
 UTABDR
 ZGKPRFGD
 X440P10
 JV-LOGO
 X440C10
 X53270CR
 X53LR7KA
 NA
 ZG-S020
 X53LRTRX



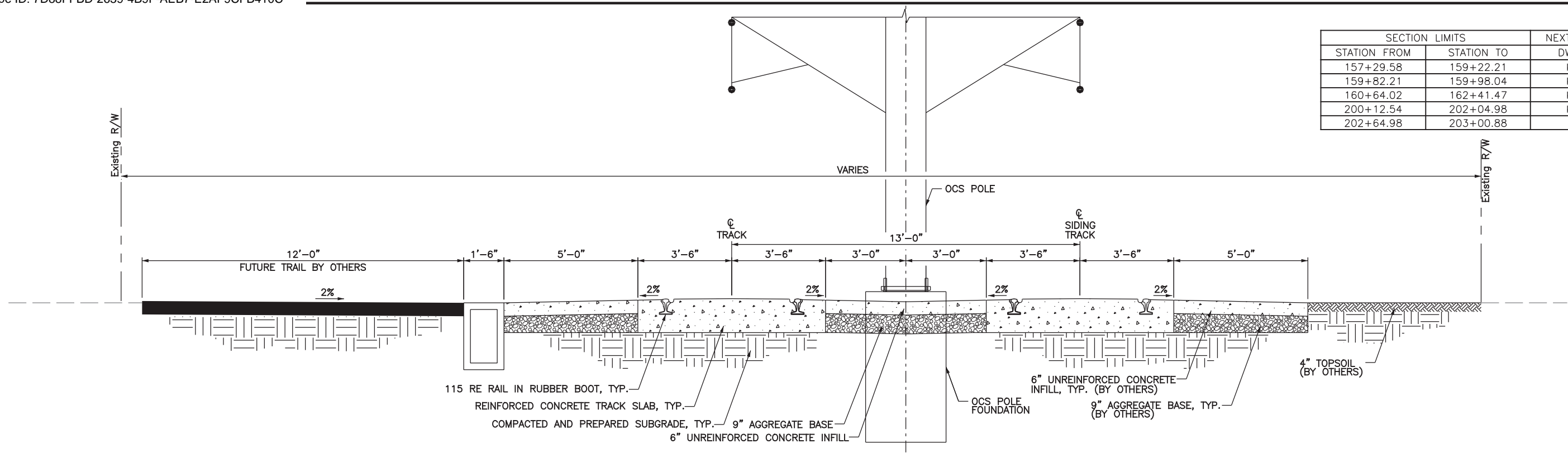
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△		
△		
△B	10/16/02	AS-BUILT MARK-UPS BY UTA
△A	1/16/98	PC 14
△O	5/16/97	ISSUED FOR CONSTRUCTION



Designed By:	S. BEGUR
Drawn By:	S. OLIVETO
Checked By:	
Approved By:	

RAILROAD CORRIDOR
 GRADE CROSSING
 PLAN & PROFILE
 2700 SOUTH

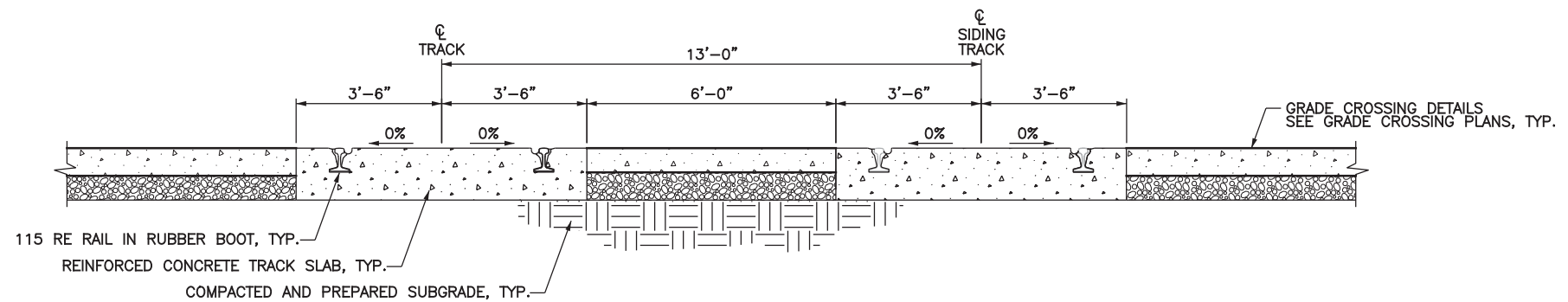
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CADD Filename:	L53C424
Submittal Date:	FEBRUARY 17, 1997
UTA Contract No.:	UT-16VT-L53
Drawing No.:	C425
Sheet No.:	



SECTION LIMITS		NEXT SECTION
STATION FROM	STATION TO	DWG. NO.
157+29.58	159+22.21	K4006
159+82.21	159+98.04	K4007
160+64.02	162+41.47	K4004
200+12.54	202+04.98	K4006
202+64.98	203+00.88	

TYPICAL EMBEDDED DOUBLE TRACK SECTION WITH TRAIL

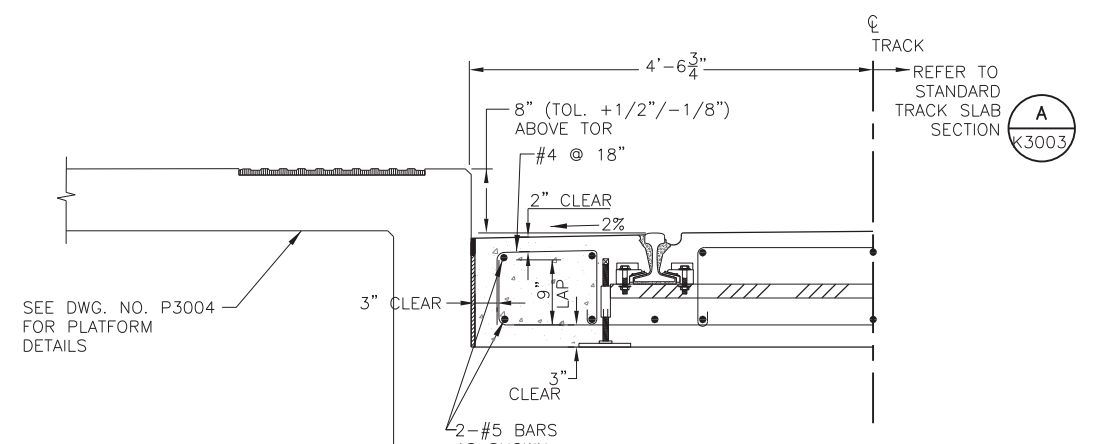
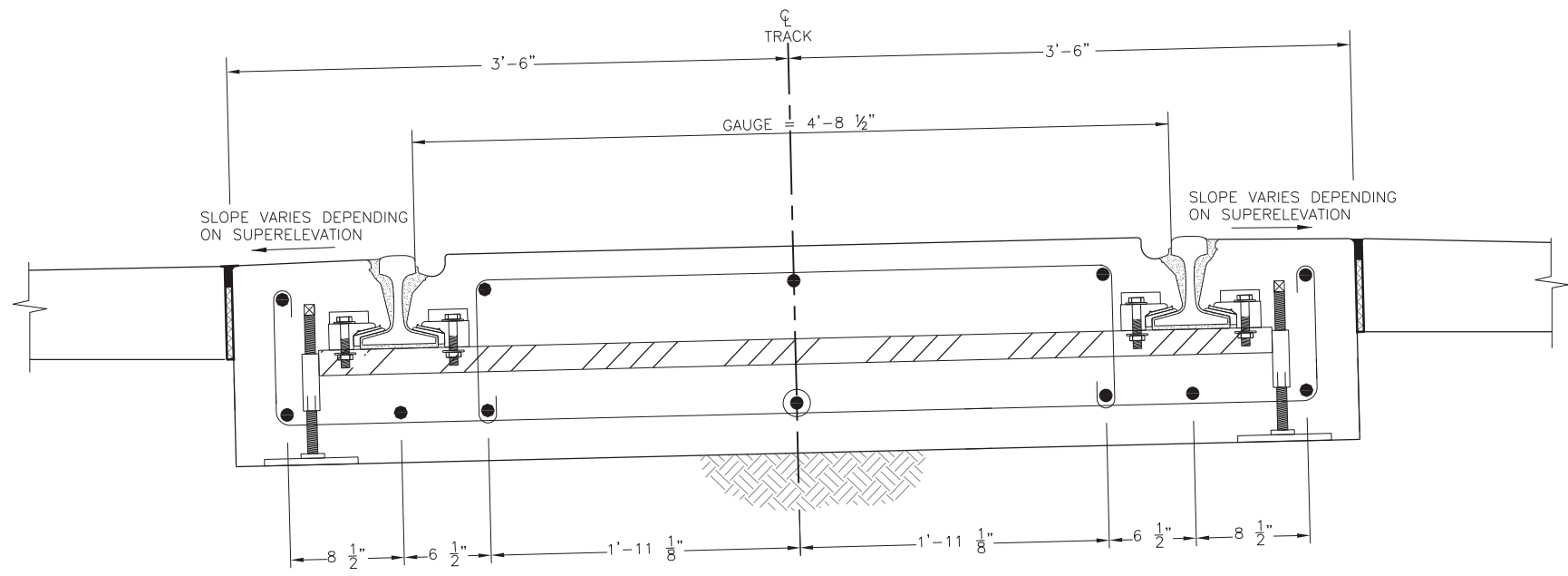
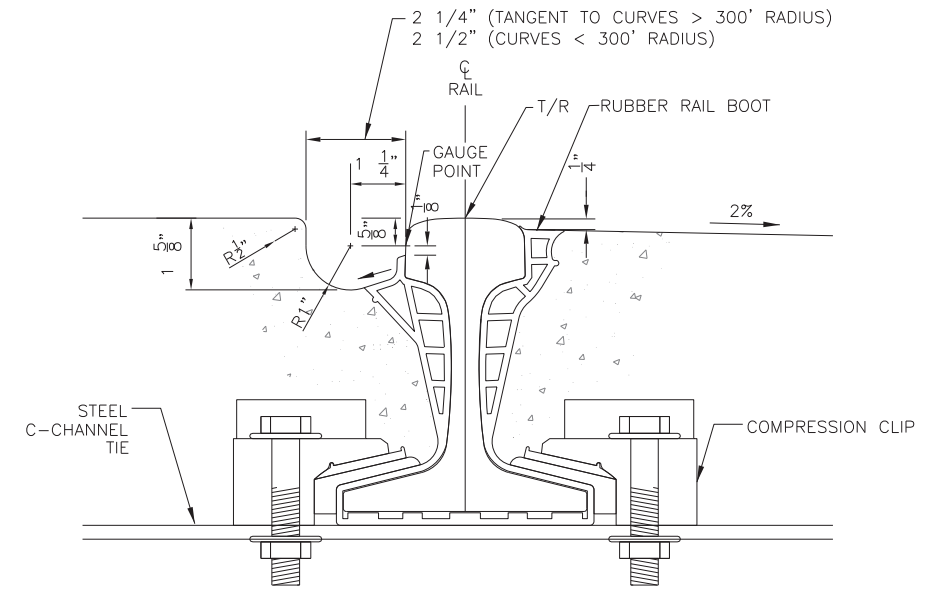
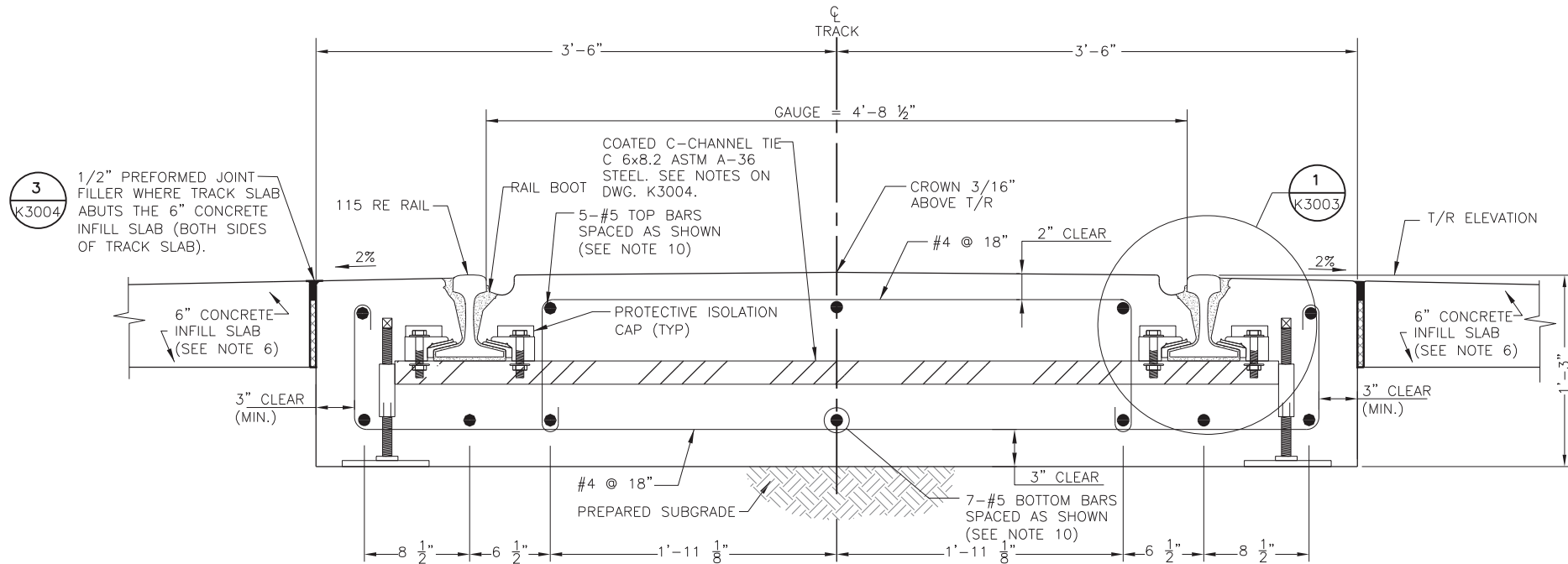
SECTION LIMITS		NEXT SECTION
STATION FROM	STATION TO	DWG. NO.
159+98.04	160+64.02	K4007



TYPICAL EMBEDDED DOUBLE TRACK SECTION THROUGH INTERSECTIONS

REV	DATE	Description

				Designed By:	<p>SUGAR HOUSE STREETCAR TRANSIT PROJECT</p> <p>TRACK TYPICAL SECTIONS</p> <p>SHEET 7 OF 9</p>	Scale: N/A
				Submitted By:		



*REFER TO TRACK SLAB SECTION FOR OTHER DIMENSIONS AND NOTES.

- THE SHAPE OF THE TRACK SLAB SHALL BE MAINTAINED AS SHOWN, BUT ROTATED AS A UNIT IN AREAS OF SUPERELEVATION.
- ROUND ALL CORNERS ALONG THE TOP SURFACE OF SLAB TO 1/2" RADIUS.
- ALL REINFORCING STEEL IN TRACK SLAB SHALL BE EPOXY COATED AND SHALL HAVE A TENSILE STRENGTH OF 60 KSI.
- ALL CONCRETE IS TO HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI.
- SHOULD THE CONTRACTOR ENCOUNTER UNSUITABLE OR SOFT MATERIAL DURING TRACK SLAB EXCAVATION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE THAT PORTION OF THE EXCAVATION INSPECTED BY THE GEOTECHNICAL ENGINEER AND HAVE THE GEOTECHNICAL ENGINEER DEVELOP A METHOD OR PROCEDURE TO IMPROVE THE SUBGRADE OF NATIVE SOILS SUFFICIENT TO RAISE THE SUBGRADE MODULUS TO THE MINIMUM REQUIRED BY THE GEOTECHNICAL ENGINEER.
- PLACE 1/2" PREFORMED JOINT FILLER BETWEEN CONCRETE TRACK SLAB AND ABUTTING 6" CONCRETE INFILL SLAB, TYPICAL.
- A HOT Poured JOINT SEALANT IS TO BE PLACE FOR THE TOP 2 INCHES OF THE PREFORMED JOINTS ACCORDING TO ASTM D-3405 OR APPROVED EQUAL. SEE DETAIL 3 ON DWG K3004.
- PROVIDE EXPANSION JOINTS EVERY 60' MAXIMUM IN THE CONCRETE INFILL. SEE NOTES ON JOINT DETAIL 1 ON DWG K3004.
- TRACK GAUGE SHALL BE THE STANDARD GAUGE OF 4'-8.5", MEASURED BETWEEN THE INNER (GAUGE) SIDES OF THE HEADS OF THE RAILS AT A DISTANCE OF 5/8" BELOW THE TOP OF THE RAILS.
- LAP LENGTH FOR #5 LONGITUDINAL BARS SHALL BE 1'-6"
- THE TRACK SLAB'S SURFACE THROUGH INTERSECTIONS SHALL BE FINISHED TO TOP OF RAIL AND SHOULD NOT INCLUDE A CROWN AND 2% SIDE SLOPES AS SHOWN IN SECTION A. ALSO, THE TRACK SLAB SHALL BE FINISHED TO TOP OF RAIL AND NOT 1/4" LOW AS DEPICTED IN DETAIL 1.

REV	DATE	Description

 BASED ON CONTRACTOR AS-BUILT DRAWING RED-LINE MARK-UP	 HDR Engineering, Inc.	 PSOMAS	 UTA UTAH TRANSIT AUTHORITY	Designed By: R. CHEUNG	SUGAR HOUSE STREETCAR TRANSIT PROJECT TRACKWORK STANDARDS TRACK SLAB TYPICAL SECTION	Scale: NTS
	 LTK Engineering Services	 FEHR & PEERS		Drawn By: D. SEIBEL		CADD Filename: SHCK3003.dgn
Submitted By: _____	Approved By: _____	Checked By: J. WHEELER	Submission Date: 8-31-12			
Approved By: _____	Approved By: J. BUTTENOB	Drawing No.: K3003	UTA Contract No.: UT11-009VT			
Approved By: _____	Approved By: _____	Sheet No.: K3003	Drawing No.: K3003			



6960 South Crossing Replacemet UTA Cost Estimate

Date: 14-May-19

Prepared By: JBS

Design

Item	Description	Responsibility	Qty	Unit	Unit MH	Total MH	Unit Cost	Total Price
	Design	Designer	0	Person	40	0	\$125	\$0
	Quality Check	Designer	0	Person	6	0	\$125	\$0
	Document Control	Designer	0	Person	3	0	\$125	\$0
						0	Design Subtotal	\$0
	Design Labor Fee	Designer	1	Pct	11%	-	-	\$0.00
	Contingency (including Con. Profit)	Designer	1	Pct	10%	-	-	\$0
TOTAL OVERHEAD COST								\$0
Design Total								\$0

Schedule of Rates

Type	Rate/hr
PM/Programming/Simulation	\$175.00
Engineering	\$125.00
Construction PM	\$150.00
Construction-Labor	\$45.00
Field Testing-Labor	\$95.00
Pickup Truck	\$18.00
Backhoe	\$40.00
Bore Machine	\$85.00
Const. Engineer	\$130.00
Safety/Quality	\$100.00

Construction Estimate

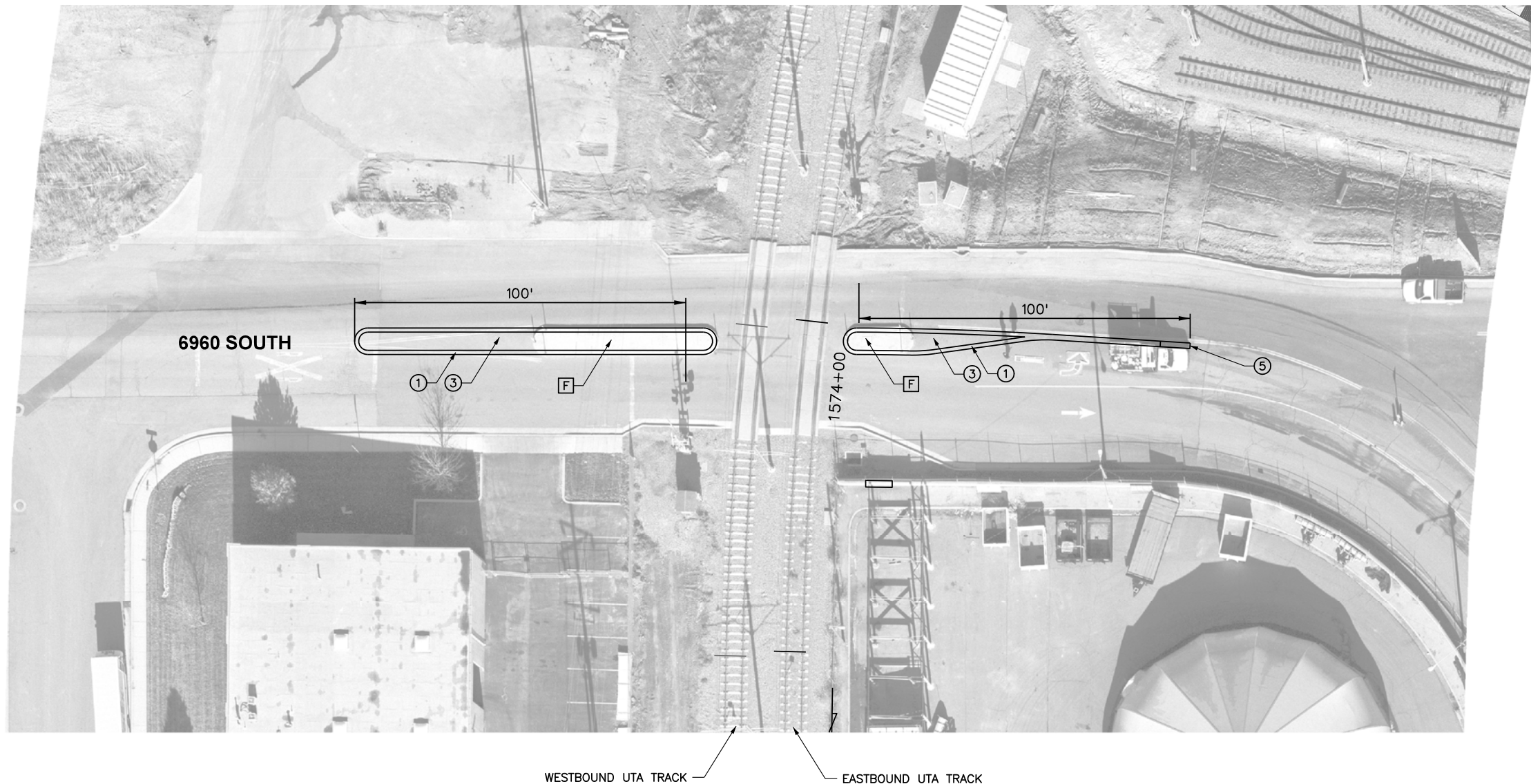
General Conditions

Item	Description	Responsibility	Qty	Unit	Unit MH	Total MH	Unit Cost	Total Price
	Travel	Contractor	0	EA	40	N/A	\$2,500	\$0
	Mobilization	Contractor	1	LS	N/A	NA	\$12,500	\$12,500
	Over Time Labor	Contractor	0	Person	48	0	\$105	\$0.00
	Permitting	Contractor	1	LS	N/A	N/A	\$1,000	\$1,000.00
	Traffic Control	Contractor	2	EA	N/A	N/A	\$1,500	\$3,000.00
	Layout/Survey	Contractor	2	Person	10	20	\$130	\$2,600
	Quality/Safety Management	Contractor	2	Person	20	40	\$100	\$4,000
	Field Engineer/ Project Controls	Contractor	1	Person	100	100	\$130	\$13,000
	Construction Project Manager	Contractor	1	Person	60	60	\$150	\$9,000
General Conditions Total								\$45,100

Material, Installation, and Field Testing

Item	Description	Responsibility	Qty	Unit	Unit MH	Total MH	Unit Labor	Total Labor	Unit Material	Total Mat.	Unit Equip.	Total Equip.	Total Price
	Demolition of Existing Tubs	Contractor	2397	sf	0.04	95.88	\$45.00	\$4,314.60	\$1.00	\$2,397.00	\$210.00	\$20,134.80	\$26,846
	Base Preparation/Installation	Contractor	82	yd ³	1	81.81	\$45.00	\$3,681.67	\$200.00	\$16,362.96	\$134.00	\$10,963.19	\$31,008
	Temp Paving (AC)	Contractor	148	sy	0.45	66.50	\$45.00	\$2,992.50	\$15.00	\$2,216.67	\$112.00	\$7,448.00	\$12,657
	Embedded Rail Construction	Contractor	122	TF	1.25	152.40	\$45.00	\$6,857.81	\$180.00	\$21,945.00	\$116.00	\$17,677.92	\$46,481
	Ballast Track Construction	Contractor	113	TF	0.25	28.23	\$45.00	\$1,270.31	\$41.00	\$4,629.58	\$112.00	\$3,161.67	\$9,062
	Final Paving (PCC)	Contractor	146	sy	0.45	65.75	\$45.00	\$2,958.75	\$139.35	\$20,360.67	\$112.00	\$7,364.00	\$30,683
	Sidewalk Replacement	Contractor	0	sf	0.05	0.00	\$45.00	\$0.00	\$8.00	\$0.00	\$36.00	\$0.00	\$0
	Curb and Gutter Replacement	Contractor	48	LF	1	47.75	\$45.00	\$2,148.75	\$12.00	\$573.00	\$36.00	\$1,719.00	\$4,441
	Rail Welds (Thermite)	Contractor	12	EA	2	24.00	\$45.00	\$1,080.00	\$1,000.00	\$12,000.00	\$18.00	\$216.00	\$13,296
	Rail Boot	Contractor	122	TF	0.07	8.53	\$45.00	\$384.04	\$30.00	\$3,657.50	\$18.00	\$153.62	\$4,195
	General Field Labor/Material Hand.	Contractor	3	Person	18	54.00	\$45.00	\$2,430.00	\$200.00	\$600.00	\$174.00	\$9,396.00	\$12,426
Subtotals						624.85		\$28,118.43		\$84,742.38		\$78,234.18	\$191,095
	Contractor Profit	Contractor	1	Pct	5.25%								\$12,400.24
	Contingency (including Con. Profit)	Contractor	1	Pct	1.00%								\$2,486
SUBTOTAL CONSTRUCTION COST												\$251,081	
	Bonding	Contractor	1	Pct	1%								\$2,510.81
	Insurance	Contractor	1	LS									\$500
CONSTRUCTION TOTAL												\$254,092	

LOCATION GRAND TOTAL	\$254,092
-----------------------------	------------------



CROSSING CONSTRUCTION NOTES:

- ① CONCRETE CURB, TYPE B3-SEE DWG. C3103B
- ③ CONCRETE FLATWORK, 4 IN THICK
- ⑤ FLOWABLE END SECTION-SEE DWG. C3103A

CROSSING REMOVAL NOTES:

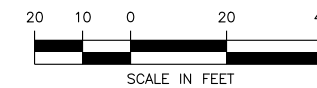
- [F] REMOVE CONCRETE MEDIAN ISLAND

RELATED DRAWINGS:

-SEE DWG.T2023 FOR ALIGNMENT, ROADWAY PROFILE AND LAYOUT AND GRADING INFORMATION
 -SEE DWG.T3023 FOR SIGNING, STRIPING, AND CROSSING GATE INSTALLATION

NOTES:

- 1. RESTORE ALL DISTURBED GROUND SURFACES TO ORIGINAL CONDITION




P0038170 08:56
 14-DEC-2011 File: IP_PWP:dms00159\MJCT1023.dgn

REV	DATE	DESCRIPTION

AS-BUILT


 669 WEST 200 SOUTH
 SALT LAKE CITY, UT 84101


 Mid-Jordan Transit Corridor
 CONTRACT NO.: UT07-013VT

DESIGNED BY:	MJS
DRAWN BY:	MJS
CHECKED BY:	SRW
APPROVED BY:	NEB

MID-JORDAN LIGHT RAIL
 TRANSIT PROJECT
 AT GRADE CROSSING PLANS
 6960 SOUTH
 AAR CROSSING NO. 805786U

SCALE:	AS SHOWN
CADD FILENAME:	MJCT1023
SUBMITAL DATE:	07/02/09
DRAWING No.:	T1023
SHEET No.:	



CONTRACT ROUTING FORM

Department*

Existing Contract? Yes

Existing Contract Number*

Contract Section

Procurement

Board Review Date*

Document Type*

Requisition #

Please upload the contract or requisition here*

Task #82 - Delta Interlocking Long Lead Material Pu... 1.53MB



Contract Title*

Contractor Name*

Description / Purpose* UTA contracted with Stacy and Witbeck for a three year on-call maintenance contract on 12/30/2016 to perform pre-construction services, construction management and a variety of maintenance tasks on UTA's transit system. This task order is for the Delta Interlocking Special Trackwork Procurement which includes the special trackwork steel, encapsulation, boot and steel ties. These are all long lead items. UTA issued a Direction or Authorization to Proceed (DAP) on 3/9/2018 authorizing contractor Stacy and Witbeck to place the order for these long lead items before the 6% escalation in the price of steel went into effect. The total for this task order is \$778,888.00 which brings the total Stacy and Witbeck On-Call Maintenance contract amount to \$32,897,967 (includes \$505,316 and \$495,040 from separate task orders #79 & #76 pending board approvals) made up from 80 task orders since 2017. Each task order is covered by multiple project budgets from 2017, 2018 and 2019.

The Original On-Call Maintenance Contract was included with the Board Of Trustees meeting packet on May 29, 2019 and can be found at the URL below:

https://www.rideuta.com/-/media/Files/Board-of-Trustees/Board-Agenda-PDFs/2019/May/2019_0529_Contract_Board_Meeting.ashx?la=en

Contract Administrator*

Project Manager*

Base Contract Effective Dates*

*

Contract Type*

Procurement Method*

Number of Responding Firms

\$ Value of Next Lowest Bidder

Base Contract Term (Months)*

Contract Options (Months)*

Option to Renew?* Yes No

* Renewal Terms
The contract may be extended for two additional one year terms, at UTA's sole option.

Extension Start Date


End Date

Financial Section

Procurement

Existing Contract Value	Amendment Amount	New/total Contract Value *
\$ 32,119,079.00	\$ 778,888.00	\$ 32,897,967.00
Qty <input type="text"/>	Unit Price \$ <input type="text"/>	Annual/One-Time Value \$ <input type="text"/>
Attachment <input type="button" value="Upload"/>	Is the amount an estimate? * <input type="radio"/> Yes <input checked="" type="radio"/> No	
Is the amount a one-time purchase or annual recurring purchase? *		<input checked="" type="radio"/> One-time <input type="radio"/> Recurring
Account Code * <input type="text" value="40-7383.68912"/>	Capital Project Code <input type="text" value="SGR383"/>	
Funding Source * <input type="text" value="Local"/>	Budgeted? * <input checked="" type="radio"/> Yes <input type="radio"/> No	
Budget amount * <input type="text" value="\$ 778,888.00"/>		
Will this contract require support from another department? *		<input checked="" type="radio"/> Yes <input type="radio"/> No
Is the other department(s) aware of this contract and the required support? *		<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
Has the Qualified Health Insurance Certificate been verified? *		<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A

Approval Section

Legal/Compliance Review * <input type="text" value="Bell, Mike"/>		
Accounting Approval Needed? * <input checked="" type="radio"/> Yes <input type="radio"/> No	Accounting Review * <input type="text" value="Steele, Bryan"/>	
IT Approval Needed? * <input type="radio"/> Yes <input checked="" type="radio"/> No		
Risk Approval Needed? * <input type="radio"/> Yes <input checked="" type="radio"/> No		
Manager/Program Manager * <input type="text" value="Hancock, David W"/>	Dir, Sr. Mgr, or RGM * <input type="text" value="Hancock, David W"/>	
Chief * <input type="text" value="Cumins, Donald E"/>	Executive Director * <input type="text" value="Ulibarri, Kimberly (acting)"/>	
Board Approval Required <input type="checkbox"/>	Board Approval Date <input type="text" value="7/10/2019"/> 	<input type="button" value="Print this page"/>

Comments

TASK ORDER NO. 82

TASK ORDER NAME: Delta Interlocking #10 SXO Material Purchase

PROJECT CODE: SGR383 40-7383.68912

This Task Order No. 82 to the On Call Maintenance Contract is entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of December 30th, 2016.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for the Task Order #82 is identified in Exhibit 1 – Scope of Work, which is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

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

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed \$778,888.00. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does does not [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

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

UTAH TRANSIT AUTHORITY:

STACY AND WITBECK, INC.:

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

By: _____

By: _____
D. Eddy Cumins, Chief Operating Officer Date
< \$100,000

Date: _____

By: _____
David Hancock, Director of Asset Management Date
< \$50,000

January 11, 2018

OCS

Mr. Greg Thorpe, PE
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84104

Reference: On-Call Maintenance Contract
Contract No.: 16-1846TP

Subject: Delta Interlocking Special Trackwork Procurement

Dear Greg:

Attached please find our cost estimate for the Delta Interlocking Special Trackwork Procurement. This scope of work only includes the special trackwork procurement including the special trackwork steel, encapsulation, boot, and steel ties. No train signal materials or OCS materials have been included in this procurement.

Exclusions:

- Railroad Protective Insurance
- Insurance deductibles
- Overtime/Premium Wage
- Davis Bacon Wages
- Buy America Certification
- Quality Control Testing and Supervision
- HAZMAT and Contaminated Material Testing and Remediation
- Permits and Fees
- Railroad Flagging

Clarifications:

- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We have not included any design costs for this scope of work beyond the special trackwork shop drawings. If additional design is required beyond what was furnished by UTA, that will need to be priced separately.
- The only as-built drawings to be provided as part of this scope of work are the special trackwork shop drawings.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.
- For the laydown inspections, SWI has not included any travel costs for UTA personnel. UTA is more than welcome to attend all of the laydown inspections with SWI at Nortrak's Birmingham facility.

Stacy and Witbeck

Summary of Costs and Scope for each item:

Bid Item 1000 - SWI Coordination & Preconstruction Submittal Review - 1.00 LS - Total of \$11,425.00 - This bid item includes SWI engineer for two weeks and office support for 8 hours to procure the Universal Crossover, review design submittals, track delivery schedule, coordinate design with UTA, process submittals and RFIs, and attend design meetings as required.

Bid Item 15000 - Universal Crossover Design Survey - 1.00 LS - Total of \$4,750.00 - This bid item includes costs to survey the existing Universal Crossover and compare as-built to design in order to insure the new design and layout will be compatible with the existing site conditions (existing top of rail elevation, track centers, point of switch locations, OCS and signal pole locations, etc.).

Bid Item 20000 - Universal Crossover Special Trackwork - 1.00 LS - Total of \$516,626.00 - This bid item includes the cost to procure the special trackwork from Nortrak. Includes the cost of the switch housings, frogs, running rail, and guardrail to approximately 15 FT past points of switch. Includes the initial unloading of the special trackwork at UTA Yard.

Bid Item 25000 - Universal Crossover Laydown Inspection - 2.00 EA - Total of \$12,510.00 - This bid item includes costs for a field engineer and track superintendent to attend the 2 laydown inspections including time and travel costs. Includes the travel costs only for the project manager or construction manager to attend the 2 inspections. UTA is invited to attend all inspections at no cost but will be required to make their own travel arrangements.

Bid Item 30000 - Universal Crossover Encapsulation, Boot, Ties - 1.00 LS - Total of \$194,725.00 - This bid item includes the cost to transport and encapsulate the switch housings, earth boxes, and frogs along with providing all required boot and steel ties to support the Universal Crossover for construction and concrete placement. Includes all required encapsulation, boot, and steel ties for the entire Universal Crossover to approximately 15 FT past the points of switch.

Bid Item 100000 - Fee (5.25%) - Total of \$38,852.00 - This is the agreed to CMGC fee that is part of the new On Call Services Contract on the above bid items.

The total price for this scope of work is **\$778,888.00**. If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Brian Dagsland
Project Manager

01/11/2018
18-601
*** Moran, Mike, MM

15:10
Delta Interlocking Special Track Procure

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Preconstruction Submittal Review	1.000	LS	11,425.00	11,425.00
15000	Universal Crossover Design Survey	1.000	LS	4,750.00	4,750.00
20000	Universal Crossover Special Trackwork	1.000	LS	516,626.00	516,626.00
25000	Universal Crossover Laydown Inspection	2.000	EA	6,255.00	12,510.00
30000	Universal Crossover Encapsulation, Boot, Ties	1.000	LS	194,725.00	194,725.00
Subtotal					\$740,036.00
100000	Fee (5.25%)	1.000	LS	38,852.00	38,852.00
Bid Total =====>					\$778,888.00



Direction or Authorization to Proceed (DAP)

Contract No. UT16-17846TP **Contractor:** Stacy and Witbeck, Inc.

Date: February 6th, 2018

Project Name and Code: Delta Interlocking No. 10 SXO Material Purchase

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

Potential Change Order No. _____:

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

Contractor is giving a PO to Nortrack in order to lock in pricing for the No. 10 SXO special track work. Final price on task order will be negotiated before arrival of the No. 10 and payment will not be made until task order is completed. This DAP is so contractor can issue PO for material and UTA will not be paying 6% escalation costs on steel. See next page for project description.

Reason for Direction or Authorization to Proceed:

_____ This is an emergency

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

Safety considerations and mitigation None _____


Security considerations and mitigation None _____

Environmental considerations and mitigation _____

Contract Value to Date: \$

Not to exceed value of this DAP: \$ 780,000

For UTA:  3/9/18
Project Manager (Date)

 2/9/18
Director of Asset Management (Date)

Delta Interlocking Project Explanation

This project will consist of the complete removal and replacement of the delta interlocking turnouts and tubs. Existing special track work (turnouts) and tubs have been rapidly deteriorating over the past several years. Due to poor drainage and concrete failures Trax delays happen frequently at this location. Also, this location is a very high maintenance area and MOW personnel are constantly fixing track and signal issues.

Benefit to UTA will be new encapsulated turnouts that will be more reliable. This will in turn decrease the cost of maintaining this area. This is also a far superior design with the removal of the tub system that is causing water buildup and is the root cause of many of the problems.



CONTRACT ROUTING FORM

Department * Existing Contract? Yes Existing Contract Number *

Contract Section

Fares

Contract Administrator *

Please upload the contract here *

2019-0515 DSPD_Revenue Contract (cbeveridge)...	403.5KB	✕
2019-0515_DSPD_Revenue Contract Routing (cb...	35.99KB	✕
Estimated value of 2019-0515 Revenue Contract w...	13.85KB	✕

Contract Type *

Institution Title *

Description / Purpose (of contract or project) * STATE OF UTAH DEPARTMENT OF HUMAN SERVICES
 CONTRACT FOR SERVICES PROVIDED BY A UTAH GOVERNMENTAL ENTITY FOR PARATRANSIT TRANSPORTATION.
 UTA is federally mandated under the American's With Disabilities Act (ADA) to provide paratransit service to eligible riders. Those served under this Contract are paratransit eligible riders. Under the ADA, the maximum fare UTA can charge paratransit riders is double the adult fixed rate cash fare. The current trip fare for paratransit riders is \$4.00. Under the ADA, transit agencies can charge more than the standard paratransit fare for "Agency Sponsored Trips". UTA has interpreted that regulatory language to apply to services funded by Center for Medicare & Medicaid Services (CMS) to Utah Department of Health & Human Services (DHS)/Division of Services for People with Disabilities (DSPD). The riders under this agreement qualify for Medicare services including non-medical transportation.

This is a revenue contract that requires a 28% local match. Under the terms of this agreement, UTA is required to front the match. The unique requirements for this agreement are outlined in the process below:

- Annual Process:
1. UTA notifies DSPD of the annual rate increases.
 2. DHS/CMS approve the rate increases.
 3. UTA and DHS/DSPD meet quarterly to estimate the following quarter's estimated billing cost
 4. UTA sends a check to DHS/DSPD quarterly for 28% of the estimated billing cost
 5. DHS/DSPD sends these funds to CMS to cover the local match
 6. UTA invoices DHS/DSPD monthly for 100% of actual trips taken at the agreed upon rate.
 7. DHS/DSPD invoices CMS monthly for actual trips taken
 8. CMS sends check monthly to DHS/DSPD for 100% of trips taken, but keeps the previously sent check for 28% of estimated cost
 9. DHS/DSPD pays 100% of money for trips taken to UTA, but UTA never recovers the 28% they sent earlier
 10. DHS/DSPD and UTA meet annually to compare estimates to actuals and reconcile accordingly

Contract Dates * Beginning Ending

Financial Section

Fares

Current Contract Value * \$

Is the amount an estimate? * Yes No

How was the estimate calculated? * (Estimate if per transaction cost)

Account Code *

Approval Section

Legal/Compliance Review *

Manager/Program Manager * Chief *

Executive Director *

Board Approval Required

Board Approval Date

Comments

Log # 35914

Contract # A02767

**STATE OF UTAH DEPARTMENT OF HUMAN SERVICES
CONTRACT FOR SERVICES PROVIDED BY A UTAH
GOVERNMENTAL ENTITY**

CONTRACTING PARTIES: This Contract is between the Utah Department of Human Services, which includes the Division of Services for People with Disabilities (hereinafter referred to as "DHS" or "DHS/DSPD") and the following entity/person, hereinafter referred to as "Contractor":

Name: Utah Transit Authority
Legal Address: 669 W 200 S
Salt Lake City, UT 84101

Legal status: A Utah governmental entity.

CONTRACTOR CONTACT INFORMATION: Contractor shall ensure DHS has accurate contact information for Contractor at all times throughout the duration of this Contract and throughout the duration of Contractor’s record retention responsibilities. Contractor shall immediately notify DHS of any changes to contact information.

TABLE OF PROVISIONS IN THIS CONTRACT

PART I:	GENERAL PROVISIONS	2
PART II:	PERFORMANCE MEASURES AND CLIENT OUTCOMES.....	22
PART III:	PAYMENT TERMS AND BILLING INFORMATION.....	24
PART IV:	ACCOUNTING REQUIREMENTS AND FINANCIAL COMPLIANCE	29
PART V:	COMMONLY APPLICABLE LAWS	35
PART VI:	JURISDICTION, COPYRIGHT, AND OTHER GENERAL PROVISIONS	38

ATTACHMENT A: SCOPE OF WORK

PART I: GENERAL PROVISIONS

SECTION A: CONTRACT DESCRIPTION AND SPECIFICATIONS

1. **PURPOSE AND SCOPE OF CONTRACT:** To provide transportation services.

The services and activities the Contractor shall provide are described in more detail in Part II and Part III in this Contract.

2. **CONTRACT PERIOD AND RENEWAL OPTIONS:**

a. **Contract Period:** This Contract is effective as of **July 1, 2019** and terminates on **June 30, 2023**, unless terminated sooner in accordance with the terms and conditions of this Contract.

b. **Contract Renewal:** This Contract may not be renewed.

3. **AUTHORITY AND PROCUREMENT:**

a. The authority for this Contract is set forth in the Utah Procurement Code, the procurement rules in the Utah Administrative Code, and other related statutes authorizing purchases on behalf of the State.

b. This Contract is with a governmental entity and is exempt from procurement.

4. **TYPE AND AMOUNT OF CONTRACT:**

This Contract is a: **Non-Fixed Amount/Unit of Service (Rate-Based) Contract**. DHS has not set a limit or cap on the total amount the Contractor may receive for providing services pursuant to this Contract. Payment to the Contractor shall be based on individual units of service provided by the Contractor, payable at the rate(s) specified in this Contract.

5. **DHS DISCRETION ABOUT CLIENT PLACEMENTS:** DHS makes no express or implied guarantee or representation that it will place or maintain any clients with the Contractor; that it will refer any clients to the Contractor; or that any clients will select the Contractor to provide or maintain services. The primary consideration in placing clients shall be the client's needs as determined solely in the discretion of DHS.

6. **DOCUMENTS INCORPORATED BY REFERENCE:**

a. All documents identified in this Contract.

b. All statutes, regulations, and federal policies that apply to this Contract.

7. **ORDER OF INTERPRETATION:** In the event of any conflict between this Contract and other documents, the conflict shall be resolved in the following order:

a. This Contract and signed amendments.

- b. The Attachments to this Contract.

SECTION B: CONTRACTOR'S LEGAL STATUS, TRAINING, INDEMNIFICATION, AND BUSINESS CONTINUITY RESPONSIBILITIES

- 1. **CONTRACTOR IS AN INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor, and has no authorization, express or implied, to bind DHS or any state agency to any agreements, settlements, or liability. Nothing in this Contract shall be construed to limit the Contractor's authority to bind itself to agreements, settlements or liability, as long as such agreements, settlements or liability affect only itself and not DHS. The Contractor is not authorized to act as an agent for DHS, except as expressly provided in this Contract. Persons employed by DHS and acting under direction of DHS shall not be deemed to be employees or agents of the Contractor. Persons employed by the Contractor and acting under the direction of the Contractor shall not be deemed to be employees or agents of DHS except as expressly provided in this Contract. As an independent contractor, the Contractor is responsible for its own operations and for providing the office space, supplies, equipment, tools, and other supports necessary to provide the services covered by this Contract unless specifically stated otherwise in the Contract.
- 2. **TAX INFORMATION:** It is the Contractor's responsibility to pay all applicable taxes. If the Contractor needs any information regarding State tax liability, the Contractor should contact the Utah State Tax Commission. If the Contractor needs any information specifically from DHS in order to facilitate the seeking of a State tax exemption, the Contractor may contact the DHS Bureau of Finance.
- 3. **TRAINING FOR CONTRACTOR'S STAFF:** The Contractor shall conduct all necessary training to ensure that its staff carries out its responsibilities under this Contract and that the staff is familiar with the requirements imposed by this Contract and applicable laws.
- 4. **INSURANCE AND INDEMNIFICATION REQUIREMENTS:**
 - a. Neither the Contractor nor DHS waives any defenses otherwise available under the Governmental Immunity Act ("GIA"). Subcontractors of the Contractor may not be protected by the GIA.
 - b. **Required Insurance for Non-Governmental Subcontractors.** The Contractor shall ensure its non-governmental subcontractors maintain commercial insurance or self-insurance that at a minimum meets the dollar amounts and types of coverage specified in this Contract. The Contractor's failure to fulfill the insurance requirements of this Contract constitutes a material breach of this Contract.

DHS may reject policies that contain exclusions or limitations that that are unacceptable to DHS. DHS may, by written amendment, modify the requirements for insurance limits, coverages, or endorsements.

Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah and rated "A-" or better with a financial size category of

Class VII or larger, according to the ratings and financial size categories published by A.M. Best Company at the time this Contract is executed.

Commercial insurance may be obtained from an insurance company that does not meet the above stated A. M. Best Company rating and/or class size, **if** the Contractor provides documentation verifying the insurance company providing the Contractor's insurance is **reinsured** by another affiliated insurance company that **does meet** the required rating and class size requirements.

Each of the subcontractor's general liability insurance policies shall include an endorsement that names the State of Utah, DHS and their officers, and employees as additional insureds. The additional insured endorsement shall provide the State of Utah, DHS, and their officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the subcontractor's acts or omissions in connection with this Contract. The subcontractor is not required to obtain an "additional insured" endorsement for any automobile or Workers' Compensation insurance policy required by this Contract.

- c. **Deductibles and Similar Costs.** The subcontractor shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs *and similar items*. The deductibles, self-insured retentions, self-insurance costs, *and similar items* for the insurance policies required by this Contract may not exceed \$10,000, unless the Contractor obtains prior **written** approval of a higher amount from the DHS Deputy Director for Support Services who may withhold approval for any reason. Any deductibles, self-insured retentions, or similar items shall be stated on the certificate of insurance.

- d. **Types of Liability Protection the Contractor Shall Provide:**
 - (1) **Private Contractor—Commercial Insurance Required:** If the Contractor is not a governmental entity of the State of Utah, the Contractor shall maintain the following policies of liability insurance at its sole expense during the term of this Contract, unless the subcontractor has already satisfied the requirements of the self-insurance provision below:
 - (a) *General Liability Insurance:* The Contractor shall maintain a policy of general liability insurance throughout the duration of this Contract that at a minimum covers the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of the Contractor. The policy shall provide for a combined single limit or the equivalent of not less than \$1,000,000 per person per occurrence and \$3,000,000 aggregate. If the Contractor is providing services at more than one site, the general liability insurance must cover each of those sites. If the general liability insurance coverage obtained by the Contractor is written on a "claims-made" basis, the policy shall be maintained continuously throughout the duration of this Contract. Additionally, the claims-made policy shall be maintained continuously for a period of five

years after the termination of this Contract or the Contractor shall obtain extended reporting coverage such that the policy covers claims reported up to five years beyond the date that this Contract is terminated. At the time any extended reporting coverage is obtained to meet the requirements of this Contract, the Contractor shall email documentation of such coverage to DHS at bcm@utah.gov. This paragraph survives the termination of this Contract.

- (b) *Automobile Insurance:* If the Contractor's services involve transporting any clients or goods for DHS, the Contractor shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the Contractor (including owned, hired and non-owned vehicles). The policy shall provide for a combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence. If the Contractor subcontracts with another entity or individual for transportation services, or services that include transportation, the Contractor may satisfy this insurance requirement by submitting proof that its subcontractor has complied with the requirements of the "Insurance and Indemnification" section of this Contract.

If the Contractor provides individual residential care services by contracting with individual residential care homes, the Contractor shall maintain a policy of automobile liability insurance as indicated above, and each of the Contractor's individual residential care homes shall maintain a policy of automobile liability insurance. The automobile liability insurance required of individual residential care homes shall cover property damage, personal injury protection and liability with a combined single limit or the equivalent of not less than \$100,000 per person and \$300,000 for each accident/occurrence occurring during the course of their duties as an individual residential care home. **As used in this provision, the term "individual residential care" refers to twenty-four hour family-based care for one or more clients in foster/proctor care, a host home, or a professional parent setting.**

- (c) *Professional Liability Insurance:* The Contractor shall maintain a policy of professional liability insurance ("malpractice insurance") throughout the duration of this Contract with a limit of not less than \$1,000,000 per person per occurrence and \$3,000,000 aggregate if any services provided pursuant to this Contract are performed by professionals who are licensed by a professional licensing organization or the Utah Division of Occupational and Professional Licensing, including but not limited to doctors, dentists, nurses, massage therapists, social workers, and mental health therapists. This professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided pursuant to this Contract. If the professional liability insurance coverage obtained by the Contractor is written on a "claims-made" basis, the policy shall be maintained continuously throughout the duration of this Contract. Additionally, the

claims-made policy shall be maintained continuously for a period of three years after the termination of this Contract or the Contractor shall obtain extended reporting coverage such that the policy covers claims reported up to three years beyond the date that this Contract is terminated. At the time any extended reporting coverage is obtained to meet the requirements of this Contract, the Contractor shall email documentation of such coverage to DHS at bcm@utah.gov. This paragraph survives the termination of this Contract.

- (2) **Self-Insured Private Contractor—No Commercial Insurance Required, But Indemnification and Prior DHS Approval Required:** If the Contractor claims that it is self-insured, the Contractor shall provide DHS with evidence that the Contractor is financially solvent and has established financial arrangements (such as a written comprehensive self-insurance program, performance bonds or fidelity bonds) that will provide DHS with liability protection at least as adequate and extensive as the insurance otherwise required pursuant to this Contract for non-governmental entities. Specifically, the Contractor must show that its ability to process and pay claims adequately, fairly and in a timely manner is comparable to a commercial insurer that provides general liability insurance, automobile insurance and professional liability insurance. Before executing this Contract, the Contractor shall obtain from the DHS Deputy Director for Support Services a written statement indicating that DHS has determined, based on the Contractor's financial evidence and representations, that the Contractor's self-insurance arrangements and indemnification agreements are sufficient to satisfy the requirements of this Contract, and the Contractor is therefore not required to obtain additional commercial liability insurance naming DHS as an insured party. If it sees fit, DHS may include in this statement any additional conditions designed to ensure that the Contractor's self-insurance arrangements are comparable to the insurance required of other non-governmental contractors. A copy of the Deputy Director's statement is attached to this Contract, and is a material provision of this Contract. Nothing in this provision shall be construed to require DHS to consent to any self-insurance arrangements, and DHS may withhold its approval for any reason.
- e. **Workers' Compensation:** The Contractor shall comply with the Utah Workers' Compensation Act which requires employers to provide workers' compensation coverage for their employees.
- f. **Insurance Required of Subcontractors.** The Contractor shall require its subcontractors to satisfy the insurance and indemnification requirements applicable to them. For example, if the Contractor is a governmental entity and the subcontractor is a private entity, the Contractor shall comply with the insurance and indemnification provisions applicable to governmental entities, and shall require the subcontractor to comply with the insurance and indemnification provisions applicable to non-governmental entities.

Before entering into any subcontracts for the provision of services pursuant to this Contract, the Contractor shall ensure its subcontractors obtain and provide the same

additional insured endorsements from their general liability insurer(s) that meet the requirements as indicated in the Paragraph below.

- g. **Certificate of Insurance, "Additional Insured" Endorsement and Evidence of Continued Coverage.** The Contractor shall obtain from its general liability insurer(s) and shall provide to DHS certificates of insurance and "additional insured" endorsements that indicate that the required coverage is in effect and that the insurer shall give DHS 30 days' notice of any modification, cancellation or non-renewal of the policy. The certificates of insurance shall list Department of Human Services, Bureau of Contract Management, Contractor Insurance Notices, 195 N. 1950 W., Salt Lake City, UT 84116 in the certificate holder box. The certificates and any notice of cancellation shall be emailed to DHS at: bcm@utah.gov. Upon request from DHS, the Contractor shall provide DHS with a copy of the Contractor's full insurance policy within 10 business days. DHS's receipt of any certificates of insurance, policy endorsements, or policies that do not comply with this Contract shall not waive or otherwise affect the requirements of this Contract. On an annual basis and upon request from DHS, a non-governmental contractor shall provide DHS with evidence that the Contractor or subcontractor has the insurance coverage required by this Contract.
- h. **Indemnification.** Regardless of the type of insurance required by this section, the Contractor (and where applicable, the subcontractor) agrees to the following indemnification:
- (1) **Indemnification by Non-Governmental Subcontractor:** If a subcontractor is not a governmental entity of the State of Utah, the Contractor shall require the subcontractor to defend, hold harmless and indemnify the State of Utah, DHS, and their officers and employees from and against any losses, damages, injuries, liabilities, suits, claims and proceedings arising out of the performance of this Contract or which are caused in whole or in part by the acts, failure to act, or negligence of the Contractor's officers, agents, volunteers, or employees, except where the claim arises out of the sole negligence of DHS.
 - (2) **Indemnification by Governmental Contractor:** If the Contractor is a governmental entity of the State of Utah and subject to the Utah Governmental Immunity Act ("GIA"), there is no indemnification required and the Contractor and DHS shall each be responsible for their own actions and defense of any claims or suits to the extent required by the GIA. Nothing in this Contract shall be construed as a waiver by either party to this Contract of any rights, limits, protections or defenses provided by the GIA nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is entitled.
 - (3) **Definition of the Term "Claim":** As used in these "Indemnification" provisions the term "claim" includes any and all claims, losses, damages, liabilities, judgments, costs, expenses, attorneys' fees and causes of action of every kind or character (including personal injury, death, and damages to property or business interests) arising because of, out of, or in any way connected with the

performance of this Contract or with a party's failure to comply with the provisions of this Contract.

- (4) **Defense of Suits Brought Upon Claims:** The Contractor shall defend all suits brought upon claims and shall pay all costs and expenses including attorney's fees, but DHS shall have the option to participate in the defense of any such suit in which DHS 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 DHS. In the latter situation, the Contractor shall notify DHS within 90 days of receiving notice of the claim against it that the Contractor believes, asserts or claims that the claim arises out of the sole negligence of DHS. In the event the Contractor fails to notify DHS within this timeframe, the Contractor shall defend and indemnify DHS even if the claim arises out of the sole negligence of DHS. The participation by DHS in the defense of a claim does not relieve the Contractor of any obligation pursuant to this Contract. However, if DHS elects to retain independent counsel, DHS shall pay the attorney's fees and costs associated with such counsel except where DHS retains independent counsel due to a claim by the Contractor that the claim arises out of the sole negligence of DHS. If a finding is later made that the claim did not arise out of the sole negligence of DHS, the Contractor shall reimburse DHS for all costs including attorney's fees incurred by DHS.
- (5) **No Subrogation or Contribution:** The Contractor has no right of subrogation or contribution from the State or DHS for any judgment rendered against the Contractor.

6. **EMERGENCY MANAGEMENT AND BUSINESS CONTINUITY PLAN:** The Contractor shall use qualified personnel to perform all services in conformity with the requirements of this Contract and generally recognized standards. **The Contractor's performance shall not be excused by force majeure.** The Contractor shall identify the critical functions or processes of its business operations essential for providing the services required in this Contract. The Contractor shall also develop an emergency management and business continuity plan ("plan") that will allow the Contractor to continue to operate those critical functions or processes during or following short-term or long-term emergencies, periods of declared pandemic, or other disruptions of normal business. The plan shall address at least the following areas as they pertain to the services Contractor is providing:
- a. Evacuation procedures;
 - b. Temporary or alternate living arrangements, including arrangements for isolation or quarantine;
 - c. Maintenance, inspection, and replenishment of vital supplies, including food, water, clothing, first aid supplies, and other medical necessities, including client medications, and the supplies necessary for infection control or protection from hazardous materials, etc.;
 - d. Communications (with Contractor staff, appropriate governmental agencies, and clients' families);

- e. Transportation;
- f. Recovery and maintenance of client records; and
- g. Policies and procedures that:
 - (1) ensure maintenance of required staffing ratios;
 - (2) address both leave for, and the recall of, Contractor's employees unable to work for extended periods due to illness during periods of declared pandemic; and
 - (3) ensure the timely discharge of the Contractor's financial obligations, including payroll.

In addition, the Contractor represents that it provides at least annual training for its staff on its plan and it acknowledges that DHS may rely upon this and the other representations of the Contractor in this paragraph.

The Contractor shall provide DHS with a copy of its plan upon execution of this Contract. The Contractor shall evaluate its plan at least annually. Any modifications to the Contractor's plan shall be provided to DHS within 15 days of the time the modifications are made.

SECTION C: CONTRACTOR'S COMPLIANCE WITH APPLICABLE LAWS AND DHS POLICIES

1. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with all applicable laws. The term "applicable laws" refers to all federal and state statutes, regulations, and executive orders that apply to the Contractor's activities or that impose restrictions on the Contractor's use of federal or state funding or grants. It is the Contractor's responsibility to obtain legal advice about the laws governing its activities.
2. **CERTIFICATION OF NON-DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any governmental entity. If the Contractor cannot so certify, the Contractor shall submit a written explanation and shall obtain *prior* written approval for this Contract from the DHS Deputy Director for Support Services. Failure of the Contractor to obtain such prior written approval shall be considered a material breach of this Contract.
3. **COMPLIANCE WITH BYRD ANTI-LOBBYING AMENDMENT:** Title 31 United States Code (USC) § 1352 requires Contractors with a contract in excess of \$100,000 to certify that they will not and have not used government appropriated funds to influence an officer or employee of any agency in connection with obtaining a contract, grant, or award. If Contractor meets the criteria for disclosure set forth in the above-cited section, Contractor shall complete and submit to the required federal entity, a Disclosure of Lobbying Activities form.
4. **DEFICIT REDUCTION ACT - MEDICAID FRAUD AND ABUSE:** The Contractor shall meet requirements for *Medicaid-specific Federal Assurances*, Section 6032 of the Deficit

Reduction Act of 2005 (Employee Education About False Claims Recovery). The Contractor shall educate its employees, agents, and subcontractors about:

- a. The False Claims Act, 31 United States Code §§3729–3733;
- b. Administrative Remedies For False Claims and Statements, 31 United States Code §§3801–3812;
- c. The Utah False Claims Act, Utah Code § 26-20-1, et seq.;
- d. The Utah Protection of Public Employees Act, Utah Code § 67-21-1, et seq.;
- e. Policies and procedures for detecting and preventing fraud, waste, and abuse;
- f. How to report suspected fraud, waste and abuse of Medicaid funds;
- g. The whistleblower protections afforded employees that report suspected fraud, waste, and abuse of Medicaid funds in good faith; and
- h. The penalties for filing false or fraudulent claims for Medicaid payment.

If the Contractor maintains an employee handbook, the Contractor shall include the information described above and its policies and procedures for detecting and preventing Medicaid fraud, waste and abuse, in its employee handbook.

Additional information is available on the DHS website.

5. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):** If any of the funds received by the Contractor pursuant to this contract are identified as Federal awards the Contractor shall comply with the FFATA requirements applicable to sub-awardees and shall provide DHS with the following information, updating it as changes occur:
 - a. The Contractor's Data Universal Numbering System (DUNS) number;
 - b. The names and compensation of the Contractor's five most highly compensated executives *whenever the Contractor meets the criteria identified in FFATA for reporting executive compensation data*; and
 - c. The Contractor's principal place of performance.

Information entered by DHS in the Federal Funding Accountability and Transparency Act Sub-award Reporting System (FSRS) can be viewed at the following website: USAspending.gov.

6. **COMPLIANCE WITH PRO-CHILDREN ACT OF 1994:** “In accordance with Part C of Public Law 103-227, the “Pro-Children Act of 1994”, smoking may not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs whether directly or through State or local

governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.” By signing this Contract, the Contractor certifies that it will comply with the requirements of this Act.

7. **HUMAN SUBJECTS RESEARCH:** The Contractor may not conduct any research involving human subjects or their private data if the subjects are employees of DHS or individuals receiving services (whether direct or contracted) from DHS or individuals receiving services funded by DHS, unless the Contractor has obtained prior written approval from the DHS Institutional Review Board (IRB), and from any other federal or state agencies whose approval is required for research on human subjects. Before conducting such research, the Contractor shall fully comply with any requirements or conditions, including requirements relating to informed consent, imposed by such IRB committees or agencies.
8. **COMPLIANCE WITH LICENSING STANDARDS AND OTHER LAWS:** The Contractor represents that it currently meets all applicable licensing standards and other requirements of federal and state law, and all applicable ordinances of the city or county in which services or care is provided. The Contractor shall continue to comply with all such applicable standards, requirements and ordinances during the term of this Contract, and if the Contractor fails to do so, DHS may terminate this Contract immediately.
9. **COMPLIANCE WITH BACKGROUND SCREENING REQUIREMENTS:** Contractor and any individuals associated with Contractor shall comply with the background screening requirements in Utah Code 62A-2-120 and Utah Administrative Code R501-14.
10. **COMPLIANCE WITH UTAH 211 INFORMATION REQUESTS:** The Contractor shall provide Utah 211 with information about the Contractor’s services for inclusion in the Utah 211 statewide information and referral system. Information shall be provided in the form determined by Utah 211.
11. **CONTRACT INFORMATION:** DHS shall provide contact information to the Department of Workforce Services (DWS). The Contractor shall provide DWS with job vacancy and contact information upon request from DWS in accordance with Utah Code § 35A-2-203.
12. **COMPLIANCE WITH PROVIDER CODE OF CONDUCT:** The Contractor shall follow and enforce the Provider Code of Conduct.
 - a. Before allowing any employee or volunteer to work with clients pursuant to this Contract, the Contractor shall also comply with the following requirements:
 - (1) The Contractor shall provide a current copy of the Code of Conduct to each employee or volunteer currently working for the Contractor and to any new employees or volunteers; and
 - (2) The Contractor shall retain in each employee or volunteer's file a signed and dated statement in which that person certifies that he or she has read and understands the Code of Conduct and will comply with it.

- b. As used in this Paragraph, "volunteer" means a person who:
 - (1) donates services to the Contractor without pay or other compensation, except for expenses incurred (such as meals and other travel costs); and
 - (2) is a board member, officer, or other person who is substantially involved in the Contractor's decision-making processes, or is a person who has direct unsupervised contact with DHS clients.
 - c. Annually, the Contractor shall obtain a copy of the current DHS Provider Code of Conduct poster. The Contractor shall prominently display the poster where its employees and volunteers can see it. The current DHS Provider Code of Conduct poster is posted on the DHS Bureau of Contract Management website.
 - d. If the Contractor is a Utah governmental entity, the Contractor may enforce its own written Code of Conduct for the provision of these services, which at least includes the elements of the DHS Provider Code of Conduct and is at least as stringent as the DHS Provider Code of Conduct.
13. **RESTRICTIONS ON CONFLICTS OF INTEREST:** The Contractor shall not enter into any transaction that is improper or gives the appearance of being improper because of a conflict of interest.

a. **Definitions**

- (1) **“Business Entity”** is as defined in Utah Code § 67-16-3.
- (2) **“Conflict of Interest”** means any situation where the Contractor has economic, social, political, familial, legal or other interests which interfere with, or have the potential to interfere with, the exercise of the Contractor’s duties, responsibilities, or judgment in connection with this Contract, or which involve conflicting loyalties to the Contractor and to another interest. “Conflict of Interest” also includes any violation of the Ethics Acts.
- (3) **“Contractor”** includes all "representatives" of the Contractor.
- (4) **“Disclosure Statement”** means a written statement provided to DHS by the Contractor about a Conflict of Interest. “Conflict of Interest Certification” and “Conflict of Interest – Disclosure Statement” forms are available from the DHS Contract Representative.
- (5) **“Ethics Acts”** means the Utah Public Officers’ and Employees’ Ethics Act (Utah Code § 67-16-1 et. seq.) and the Municipal Officers’ and Employees’ Ethics Act (Utah Code § 10-3-1301 et. seq.).
- (6) **“Related Party”** means:

- (a) any person related to the Contractor's representative by blood or marriage including father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, grandson, granddaughter, or first cousin; and
- (b) all business associates of the Contractor:
 - (i) who are partners, directors, or officers in the same business entity as the Contractor;
 - (ii) who have authority to make decisions or establish policies in the same business entity as the Contractor; or
 - (iii) who directly or indirectly own 10% or more in the same business entity as the Contractor.
- (7) **“Representative”** means any person or entity acting on behalf of the Contractor, and includes all employees, owners, partners, directors, officers, board members, subcontractors and agents, as well as any individuals with authority to establish policies or make decisions for the Contractor. “Volunteers” are not “representatives” and are not required to be included in the Contractor's Disclosure Statement, unless they are board members or officers, or are substantially involved in the Contractor's decision-making processes.
- (8) **“Volunteer”** means a person who donates services to the Contractor without compensation, except for expenses incurred (such as meals and travel costs).
- b. **Compliance with the Ethics Acts.** The Contractor shall comply at all times with the applicable provisions of the Ethics Acts.
- c. **Contractor Conflict of Interest Policy and Internal Review.** The Contractor shall implement a written policy that requires:
 - (1) Its representatives to submit a disclosure statement upon hire and annually thereafter;
 - (2) Its representatives to immediately disclose in writing to the Contractor all existing, potential, and contemplated conflicts of interest as they arise.
 - (3) Annual review of all disclosure statements and its own operations to reasonably assure DHS that the Contractor avoids prohibited conflicts of interest.
 - (4) Disclosure statements to be maintained in its personnel files.
 - (5) The Contractor to train its representatives regarding:

- (a) The conflict of interest concept and the certification/disclosure requirements of this Contract; and
 - (b) The applicable provisions of the Ethics Acts.
- d. **Restrictions on Conflicts of Interest.** Transactions involving Conflicts of Interest are prohibited to the extent they are the result of undue influence, or have the potential to result in increased costs, decreased performance, the appearance of impropriety, or any other disadvantage to DHS. Conflicts of Interest can occur in one of three ways:
 - (1) **Dual Employment.** Conflicts of interest can occur when a Contractor's representative is also employed by the State of Utah or by another contractor's representatives.
 - (2) **Related-Party Transactions.** Conflicts of interest occur when the Contractor makes payments to a related party using money obtained from DHS through this Contract. Conflicts of interest also occur when transactions, which affect the performance of this Contract, are made between the Contractor and a related party, whether or not payments are involved.
 - (3) **Independent Judgment Impaired.** Conflicts of interest occur when a Contractor's representative participates in any transaction on the Contractor's behalf and has a significant relationship or shared interest with another party to the transaction, which could affect the representative's ability or willingness to exercise independent judgment, and which may affect the performance of this Contract. Independent judgment may also be impaired when the Contractor or the Contractor's representative is involved in any administrative or legal action pending against the State, DHS, or any of their officers or employees.
- e. **Disclosing Conflicts of Interest to DHS:**
 - (1) **Requirements for *Governmental Entities*.** Before entering into this Contract or a subcontract related to this Contract, and annually thereafter, a governmental Contractor and any *governmental* subcontractors shall:
 - (a) Submit to DHS a written certification that they maintain a written policy as required above, monitor for compliance with the conflict of interest provisions of this Contract, and reasonably assure DHS that representatives (including any non-governmental subcontractors) with an existing or potential conflict of interest do not:
 - (i) make or influence decisions or set policies that affect this Contract;
 - (ii) monitor the performance of this Contract; or
 - (iii) become involved in or otherwise benefit from the performance of this Contract; and

- (b) Disclose to DHS any existing or potential conflicts of interest that relate to this Contract or the services provided pursuant to this Contract by submitting a Disclosure Statement in accordance with the requirements for non-governmental entities, and complying with the requirements regarding the continuing duty to disclose these existing or potential conflicts of interest.
- (2) **Requirements for *Non-Governmental Entities*:** Before entering into this Contract, or a subcontract related to this Contract, a non-governmental Contractor shall submit a Disclosure Statement to DHS in which the Contractor or, when applicable its subcontractor, discloses any existing or potential conflicts of interest, including all information required by the Ethics Acts and this Contract.
- (a) **For Conflicts of Interest Involving Dual Employment**, the following information is required:
 - (i) the name of the representative engaged in dual employment;
 - (ii) the titles or positions held by the representative engaged in dual employment;
 - (iii) the representative's decision-making or monitoring authority with the employing entities, and how that representative's authority affects this Contract or any subcontract relating to this Contract; and
 - (iv) the measures taken to avoid potentially adverse effects resulting from the representative's dual employment.
 - (b) **For Conflicts of Interest involving Related-Party Transactions or Independent Judgment Impaired**, the following information is required:
 - (i) the name of the representative having the conflict of interest;
 - (ii) the name of the other party to the conflict of interest;
 - (iii) the relationship between the individuals identified in (i) and (ii) above;
 - (iv) the nature and value of the interest (if any) held by the representative in the other business entity;
 - (v) a description of the transaction to which the conflict of interest applies and the dollar amount involved (if any);
 - (vi) the decision-making or monitoring authority of the representative and the party identified in (ii) above, with respect to the applicable transaction or decision;
 - (vii) the potential effect of the conflict of interest on this Contract or any subcontract relating to this Contract; and
 - (viii) the measures taken by the Contractor to avoid potentially adverse effects resulting from the identified parties' relationship.
 - (c) If the Contractor has no conflicts of interest, the Contractor shall so indicate on the Disclosure Statement. By submitting a Disclosure Statement, the Contractor is certifying to DHS that it has checked its

organization and has required its representatives to disclose their conflicts of interest, and that it has disclosed all known conflicts of interest to DHS.

- f. **Continuing Duty to Disclose Conflicts of Interest.** The Contractor and its subcontractors have a continuing duty to immediately review updated Disclosure Statements and submit a copy to DHS whenever an existing or potential Conflict of Interest is disclosed. The Contractor shall require its subcontractors to provide an updated Disclosure Statement to the Contractor, if at any time during the term of this Contract, they contemplate any transaction involving an existing or potential conflict of interest, or hire or affiliate with any individual with a potential conflict of interest, or discover any existing conflict of interest.
- g. **Monitoring Compliance.** In addition to the remedies outlined in this Contract, DHS retains the right to do any of the following if DHS determines that a conflict of interest may exist:
 - (1) Investigate any potential conflict of interest;
 - (2) Require further information from the Contractor or the subcontractor;
 - (3) Require specific remedial action; or
 - (4) Disapprove identified transactions or require repayment of identified transactions.

SECTION D: ACCESS TO RECORDS, COMPLIANCE MONITORING, AND RECORD KEEPING RESPONSIBILITIES

- 1. **ACCESS TO RECORDS AND MONITORING OF PERFORMANCE:** DHS shall have immediate access to all records relating to this Contract, and the Contractor shall not limit or interfere with DHS' access rights.

DHS shall have the right to monitor the Contractor's performance pursuant to this Contract. Monitoring of Contractor's performance shall be at the complete discretion of DHS. Performance monitoring may include both announced and unannounced visits. The Contractor shall allow independent auditors State and federal auditors or contract reviewers to have access to any records related to this Contract, including all personnel, training, client, treatment and financial records (such as accounting records and supporting documentation) for audit review and inspection.

- 2. **RECORD-KEEPING AND REPORTING REQUIREMENTS:** The Contractor shall comply with all record-keeping and reporting requirements of this Contract. The Contractor shall maintain or shall supervise the maintenance of all records necessary for the proper and efficient operation of the programs covered by this Contract, including records relating to screenings, assessments, applications, determination of clients' eligibility (if applicable), the provision of services, treatment, administrative costs, and any other records, such as statistical and fiscal records, necessary for complying with the reporting and accountability requirements of this Contract.

3. **RETENTION OF RECORDS:** The Contractor shall retain all records related to this Contract for at least the following periods of time:
- a. **Records Relating to Adult Clients:** The Contractor shall retain all adult client records (including records that support Title XIX reimbursements) for at least six years from the date of last service to the adult client.
 - b. **Records Relating to Child Clients:** The Contractor shall retain all records relating to clients under 18 years old (including records that support Title XIX reimbursements) for at least six years from the date of last service to the child client, or until the child client reaches the age of 22, whichever period is longest.
 - c. **Administrative Records:** The Contractor shall retain all administrative records relating to this Contract (including records that support Title XIX reimbursements) for at least six years after DHS makes the last payment on this Contract.
 - d. **Discontinued Operations:** If the Contractor discontinues its programs or ceases to provide services pursuant to this Contract, the Contractor shall protect DHS access rights by implementing one of the following options:
 - (1) Transfer the client records to a successor agency or entity which has:
 - (a) entered into a contract with DHS to provide such services formerly provided by the Contractor; and
 - (b) agreed to provide DHS with the same access to the records as required under the Contractor's contract with DHS; or
 - (2) Deliver the client records to an office within the Contractor's organization under an arrangement by which the Contractor authorizes DHS to have continuing immediate access to the records.
 - (3) With the prior written consent of DHS, which may be withheld for any reason, deliver the client records to DHS.
 - (4) **Alcohol and Drug Abuse Patient Records:** If the Contractor is bound by the requirements of 42 C.F.R. Part 2 ("Confidentiality of Alcohol and Drug Abuse Patient Records") and discontinues its alcohol or drug abuse program or ceases to provide its services pursuant to this Contract, the Contractor shall comply with the following requirements before destroying the records of any patients served pursuant to this Contract:
 - (a) the Contractor shall notify DHS in writing at least 30 days before it discontinues its operations or ceases to provide its services;
 - (b) upon request from DHS, the Contractor shall give each of its alcohol and drug abuse patients a consent form which meets the requirements of 42

C.F.R. § 2.31, and which authorizes the Contractor to transfer its patient records to DHS; and

- (c) upon obtaining signed consent forms from patients, the Contractor shall deliver the consenting patients' records to DHS.
 - e. **Audits and Litigation:** The Contractor shall maintain all records related to any audits initiated by federal and state auditors or to any pending litigation until six years after all audits are completed or litigation is resolved, including any related appeals or the time for appeal has expired, or for six years from the date of termination of this Contract, whichever is longer.
 - f. **Method for Destruction of Client Records:** Client records which may be destroyed pursuant to this Contract shall be cross-shredded or burned to protect client confidentiality. In the case of electronic records, the Contractor shall use a technique of destroying the records that adequately prevents unauthorized persons from reading or accessing the records.
4. **PROTECTING THE CONFIDENTIALITY OF CLIENT RECORDS:** Client records are confidential. The Contractor shall restrict access to client records in accordance with State and federal laws. Client records include but are not limited to hard copy records, electronic data, audio and video tapes, digital files, photographs, scans, and other images. The Contractor shall, at a minimum, maintain all client records in locked rooms or cases or in password-protected electronic files. If records are transported or contained on any electronic medium (including but not limited to computers, tablets, smart phones, zip-drives, etc.) the medium shall be password protected. The Contractor shall not use or disclose any client information except as specifically provided by this Contract, or as required by law. The Contractor's representatives shall have access only to those portions of the records directly related to their work assignments.
5. **LOSS OR DISCLOSURE OF CLIENT RECORDS OR INFORMATION:** The Contractor shall have and comply with policies and procedures to protect confidential client records and information from loss, unauthorized disclosure, or data breaches (hereinafter collectively referred to as "loss"), and shall make those policies available to DHS. The policies and procedures shall address how client records and information will be maintained, transmitted, stored, and secured to protect against any loss. The policies and procedures shall also address the steps that will be taken in the event of any loss to notify, protect and reimburse those impacted by the loss against potential damages as well as to prevent future losses.

The Contractor shall be responsible for any loss of client records or client information by it or its representatives and for any and all costs, remediation (including but not limited to credit monitoring), and damages associated with such loss. In the event of a loss, in addition to any actions required by the Contractor's policies and procedures, the Contractor shall notify the following individuals of the loss no later than 24 hours after it is discovered:

- a. The DHS signatory on this Contract;
- b. The DHS Risk Manager; and

- c. The client or the client's parent(s) or legal guardian.

SECTION E: SUBCONTRACTING, ASSIGNMENT, AMENDMENTS, AND DISPUTE RESOLUTION PROCEDURES

1. SUBCONTRACTS:

- a. **Definition of "Subcontractor":** As used in this Contract, "subcontractor" means an individual or entity that has entered into an agreement with the Contractor to perform services for which the Contractor is responsible pursuant to the terms of this Contract. "Subcontractor" also refers to individuals or entities that have entered into agreements with any subcontractor **if** those individuals or entities perform any of the subcontractor's duties pursuant to this Contract.
- b. **Is Subcontracting Allowed:** The Contractor may subcontract to provide the services specified in the contract. However, Contractor must notify DHS in writing of plans to enter into any subcontracts and must obtain DHS approval prior to entering into any subcontracts.
- c. **When Subcontracting Is Allowed:** If Contractor is allowed to subcontract under Paragraph 1.b. above, the following provisions apply:
 - (1) **Contractor Responsibilities Regarding Subcontracts.** The Contractor retains full responsibility for contract compliance, whether the services are provided directly or by a subcontractor.
 - (2) **Provisions Required in Subcontracts.** When the Contractor subcontracts and pays the subcontractor for goods or services through federal and state funds, the Contractor shall, at a minimum, include provisions in its subcontract that require the subcontractor to comply with all:
 - (a) provisions of this Contract including the insurance and indemnification provisions; and
 - (b) applicable laws and contract provisions identified in 45 C.F.R. § 92, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments".

- 2. **CONTRACT ASSIGNMENT:** The Contractor may not assign its benefits or obligations pursuant to this Contract to any other entity, without the prior written consent of both the DHS Director and the DHS Purchasing Agent, which may be withheld for any reason.

- 3. **CONTRACT AMENDMENTS:** The parties may modify this Contract only by written amendment signed by the parties and approved by the DHS Bureau of Contract Management with the exception of Paragraphs a., b., and c. below. Any amendments shall be attached to the original signed copy of this Contract.

- a. **Federal or State Budgetary Action:** If federal or State budgetary action necessitates or requires a change in the service rates or the payments to be made pursuant to this Contract, DHS shall advise the Contractor of the change via written notice signed by the DHS Director. The notice shall identify the new rates or payments, and the effective date of the change. **A notice issued pursuant to this paragraph shall constitute an amendment to the Contract without the Contractor's signature.**
 - b. **Utah State Department of Health (DOH) Mandated Changes to Medicaid Rates:** If the DOH requires a change in any Medicaid rates in this Contract, DHS shall advise the Contractor of the change via written notice signed by an authorized representative of DHS. The notice shall identify the services affected, the new rate for each service, and the effective date of the change. **A notice issued pursuant to this paragraph shall constitute an amendment to the Contract without the Contractor's signature.**
 - c. **Financial Reporting Requirements:** If federal, State or DHS financial reporting requirements change, DHS may advise the Contractor of the changes via written notice signed by an authorized representative of DHS. The notice shall specifically identify the new reporting requirement(s) and the effective date of the change. **A notice issued pursuant to this paragraph shall constitute an amendment to the Contract without the Contractor's signature.**
4. **REMEDIES:** If DHS determines that the Contractor or a subcontractor has failed to comply with any of the provisions of this Contract, DHS may do any of the following:
- a. **Disallow Contractor Expenditures.** DHS may disallow the Contractor's and the subcontractor's expenditures and adjust its payments to the Contractor by deducting such disallowed expenditures.
 - b. **Withhold Payment.** DHS may withhold funds from the Contractor for contract non-compliance, misuse of public funds, or failure to comply with State and federal law.
 - (1) If an audit finding or judicial determination is made that the Contractor or its subcontractor misused public funds, DHS may also withhold funds otherwise allocated to the Contractor to cover the costs of any audits, attorneys' fees and other expenses. DHS shall give the Contractor prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding. DHS shall inform the Contractor whether any amounts withheld may be released, and if so, the actions that the Contractor must take to bring about the release of any amounts withheld.
 - (2) If an independent CPA audit or DHS review determines that the payments made by DHS to the Contractor were incorrectly paid or were based on incorrect information from the Contractor, DHS may adjust or withhold the Contractor's payments for the remainder of the contract period or until DHS fully recoups the funds.
 - c. **Require Repayment.** Upon written request by DHS, any overpayments, disallowed expenditures, excess payments or questioned costs are immediately due and payable by

the Contractor. In the alternative DHS shall have the right to withhold any or all subsequent payments pursuant to this Contract until DHS fully recoups these funds. In such cases, the Contractor shall not reduce the level of services required by the Contract.

- d. **Require Corrective Action.** The Contractor shall comply with the terms of any corrective action plan required by DHS.
- e. **Client Placements.** DHS may remove clients from, suspend client placements with, and/or suspend client referrals to, the Contractor, if DHS determines the Contractor is not complying with the terms of this Contract. DHS will provide written notice to the Contractor prior to implementing a suspension. The notice will advise the Contractor of any actions required of it to lift the suspension.
- f. **Terminate the Contract.** DHS may terminate this Contract in accordance with the contract termination provisions outlined below.
- g. **Pursue Any Legal Remedy.** DHS and the Contractor may avail themselves of all remedies allowed by state or federal law.

5. **CONTRACT DISPUTES - ADMINISTRATIVE REVIEW:** Prior to pursuing other legal remedies, the Contractor shall appeal any contract dispute with DHS by filing a written appeal with the DHS Deputy Director for Support Services within 30 days of the disputed DHS action or decision. The Contractor's written appeal shall identify the Contractor, the contract number, the disputed issue, pertinent contract provisions or legal authorities, and the contact person for the Contractor. The Contractor shall also provide a copy of its appeal to the Director of DHS.

The DHS Deputy Director shall have 60 days to issue DHS' written response to the Contractor's appeal. The Deputy Director may designate another DHS employee to review and respond to the Contractor's appeal.

6. **CONTRACT TERMINATION:**

- a. **Right to Terminate.** The parties may terminate this Contract, in whole or in part, with or without cause, in advance of the Contract's expiration date by mutual agreement in writing.

Either party may terminate this Contract, with or without cause, in advance of the Contract's expiration date by giving the other party 30 days written notice.

- b. **Immediate Termination.** If the Contractor's violation of this Contract creates or is likely to create a risk of harm to the clients served pursuant to this Contract, or if any other provision of this Contract allows DHS to terminate the Contract immediately for a violation of that provision, DHS may terminate this Contract immediately by notifying the Contractor in writing.
- c. **Cooperative Efforts to Protect the Clients.** If either party elects to terminate this Contract, both parties shall use their best efforts to provide for uninterrupted client services.

- d. **Payments after Termination.** Upon termination of this Contract, the parties shall use the financial and accounting arrangements in this Contract to process payments for any undisputed services that the Contractor rendered before termination. The Contractor shall have no claim for services not rendered. DHS shall not pay Contractor for any of the Contractor's obligations or expenses that extend beyond the termination date. **This provision shall survive the termination of this Contract.**
- e. **Records Retention and Access after Termination.** The Contractor shall comply with the provisions of this Contract relating to the Contractor's record-keeping responsibilities and DHS access to records and shall ensure that the Contractor's staff properly maintains all records. **This provision shall survive the termination of this Contract.**
- 7. **ATTORNEYS' FEES AND COSTS:** If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees.
- 8. **GRIEVANCE PROCEDURES FOR CLIENTS AND APPLICANTS:** The Contractor shall establish a grievance system for the clients and applicants of the programs covered by this Contract, and shall notify each client and applicant in writing that:
 - a. Clients and applicants have the right to present the Contractor with their grievances including but not limited to:
 - (1) denial of services covered by this Contract;
 - (2) exclusion from a program covered by this Contract; or
 - (3) inadequacies or inequities in the programs and services provided pursuant to this Contract; and
 - b. The Contractor shall establish and maintain a tracking system identifying the nature and outcome of each grievance.
 - c. If the Contractor denies a grievance, or fails to respond to a grievance in a timely fashion, the client or applicant may contact the DHS Director in writing. The DHS Director or designee will attempt to resolve the grievance.

PART II: PERFORMANCE MEASURES AND CLIENT OUTCOMES

The Contractor shall comply with the following objective based performance requirements:

- 1. **Performance Based Outcome Measures:** The Contractor shall cooperate and collaborate with DHS to assess and determine how closely its program(s) meets known principles of effective interventions based on empirically derived principles.
- 2. **Client Centered Objectives.** If a program or service covered by this Contract requires the development of client treatment plans, the treatment plans must include individualized treatment

objectives that address the assessed needs of the client. The treatment plans must prescribe an integrated program of therapies, activities, and experiences to meet the client's treatment objectives and include reasonable measures to evaluate and ensure the Contractor meets the client's treatment objectives.

3. **Internal Quality Management.** The Contractor is responsible to develop, implement, and maintain an internal quality management system that shall evaluate the Contractor's programs as required in Part II of this Contract, and establish a system of self-correcting feedback that may be externally validated by DHS.

4. **Customer or Client Satisfaction Surveys:** The Contractor understands that DHS is committed to providing client-oriented services, and that DHS often conducts client-satisfaction surveys to ensure that services are appropriate for the clients served. The Contractor and/or its subcontractor therefore agree to cooperate with all DHS initiated client or customer feedback activities.

PART III: PAYMENT TERMS AND BILLING INFORMATION

SECTION A: PAYMENT

Payments made to the Contractor pursuant to the terms of this Contract shall be the Contractor's total compensation for Contract services provided. With the exception of guaranteed payment amounts and budget based contracts, payments to the Contractor shall be made pursuant to this Contract only if clients are placed with, are referred to, or select the Contractor for services pursuant to this Contract AND only if the Contractor actually provides contract services to the clients.

SECTION B: PAYMENT RATES

The Contractor shall be paid for services provided pursuant to this Contract based on the rates in the following table:

Service Name	Service Code	Unit of Service	Rate
Paratransit Daily Fare	UTP	Daily	\$20.80
Adult Monthly Pass	UTA	Monthly Pass	\$115.00
Paratransit Trip Fare	UTA	Trip Ticket	\$4.85
Route Deviation	UTD	Trip Ticket	\$1.45
Trip + Route Deviation	UTF	Trip Ticket	\$6.30

SECTION C: PAYMENT AND BILLING MEDICAID SERVICES

The Contractor shall be paid for Medicaid services provided pursuant to this Contract in accordance with Medicaid rules and procedures. The Contractor may select one of the following options for payment of the Medicaid services it provides:

1. Option 1- Utah Department of Health: The Contractor may request payment for Medicaid services provided pursuant to this Contract directly from the Utah Department of Health, Division of Medicaid and Health Financing (DOH) in accordance with DOH Medicaid rules and procedures. *If the Contractor selects this option:*
 - a. All billings for Medicaid services provided, pursuant to this Contract, shall be submitted directly to DOH through its payment system in accordance with DOH Medicaid rules and procedures;
 - b. The Contractor shall use the rate in this Contract to bill DOH. If the Contractor bills DOH for Medicaid services at rates greater than the rates in this Contract, the Contractor may be required to pay DHS the difference between the amount paid to the Contractor by DOH and the Contract amount; and
 - c. DHS shall NOT pay the Contractor for any Medicaid services provided under any circumstances nor shall it be responsible for the payment of any Medicaid claims submitted to DOH by the Contractor and denied by DOH.

2. Option 2 – DHS/DSPD: The Contractor may authorize DHS/DSPD to bill DOH on behalf of the Contractor by completing a voluntary reassignment agreement with DHS/DSPD. *If the Contractor selects this option:*
 - a. DHS shall pay the Contractor for the Medicaid services the Contractor provide pursuant to this Contract; and
 - b. The Contractor shall comply with the DHS billing requirements below.

The Contractor shall NOT bill both DOH and DHS/DSPD for the same services.

SECTION D: BILLING REQUIREMENTS

1. **BILLING FOR CONTRACT SERVICES:** To obtain payment from DHS for the services provided pursuant to this Contract, the Contractor shall submit to DHS the billing form specified below for its authorized services:

Unit of Service (Rate-Based) Contracts: The Contractor shall bill DHS only for actual units of services delivered, and shall maintain records that adequately support the delivery of such services. To obtain payment from DHS for the services provided pursuant to this Contract, the Contractor shall submit all billings to DHS using the “Electronic 520 Billing” process for its authorized services. The Contractor shall:

- a. Enter billing data directly into USTEPS Provider Interface (UPI), or
 - b. Upload the billing data file directly into UPI in a format approved by DHS/DSPD USTEPS team.
 - c. A paper 520 billing form may be submitted if there is a situation preventing the Contractor from using the Electronic 520 process
2. **BILLING PERIODS AND DEADLINES:** DHS may delay or deny payment to the Contractor for billings or claims for services that do not meet the billing deadlines outlined below.
 - a. **Contractor Billing Period:** The Contractor’s billing period is Monthly.
 - b. **Ongoing Billings:** The Contractor shall submit all billings and claims for services rendered during a given billing period within twenty (20) days after the last date of that billing period, **EXCEPT** that the Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year pursuant to paragraph c. below.
 - (1) The Contractor shall notify DHS/DSPD of any unpaid billings submitted to DHS/DSPD for payment within 45 calendar days from the date the billings were submitted. If the Contractor fails to notify DHS/DSPD within 45 day, DHS/DSPD may deny payment of the unpaid billing.
 - (2) If the Contractor has elected to have DHS/DSPD bill DOH for Medicaid services provided by the Contractor, DHS/DSPD will notify the Contractor of any claims

that have been denied by DOH. If the Contractor receives notification from DHS/DSPD of a denied claim, the Contract shall submit any necessary corrections or adjustments to DHS/DSPD within 14 calendar days of the notification. If the Contractor fails to submit the necessary correction or adjustment within this time frame, DHS/DSPD may deny or recoup payment of the claim from the Contractor.

- c. **State Fiscal Year-End Billings:** The State Fiscal Year is from July 1st through June 30th. The Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year **no later than July 14th** of the following fiscal year, regardless of the Contractor's billing period or the expiration or termination date of this Contract.
- d. **Final Contract Billings:** The Contractor shall submit all final billings under this Contract within 14 days of expiration or termination of the Contract, regardless of the Contractor's billing period.

SECTION E: ADDITIONAL REQUIREMENTS

- 1. **UNIFORM BILLING PRACTICES:** The Contractor guarantees that the amounts it charges for services to Clients pursuant to this Contract shall not be higher than the amounts the Contractor charges others for comparable services.
- 2. **NO IMPOSITION OF FEES:** The Contractor shall not charge clients for any services provided pursuant to this Contract, except as expressly authorized in Part II of this Contract.
- 3. **SUPPORTING DOCUMENTATION:** The Contractor shall maintain the documentation necessary to support the services and/or costs billed by the Contractor and shall submit such documentation with the billings if requested. The Contractor shall store and file required documentation in a systematic and consistent manner.
- 4. **QUESTIONED COSTS:** DHS may consider any billing by the Contractor to be a questioned cost if the billing is not supported by proper documentation verifying that the amounts billed for services provided or costs incurred pursuant to this Contract were actually provided or incurred in accordance with Contract provisions.
- 5. **THIRD-PARTY RESOURCES:** In addition to funds received from DHS, various other sources of funding, including Medicaid and private insurance, may be available to the Contractor for services delivered pursuant to this Contract. Income from other state, federal and county programs may also be available. All sources of funding other than funding received from DHS are referred to below as "third-party resources."
 - a. **Principles and Requirements:** Where third-party resources are available, the parties are bound by the following principles and requirements:
 - (1) The Contractor shall not obtain duplicate recovery from DHS and third-party resources for services delivered pursuant to this Contract.

- (2) Except as specified in subsection b. below ("Exceptions to the Foregoing Principles and Requirements"), the Contractor shall seek payment from third-party resources for services delivered pursuant to this Contract.
- (3) Upon successful recovery of funds from third-party resources, Contractor shall reimburse DHS for the full amount of the recovery.
- (4) If the amount of the recovery is greater than the amount that the Contractor received from DHS for the service(s) covered by the recovery, the Contractor is required to reimburse DHS only for the actual amount that the Contractor received from DHS for the service(s) covered by the recovery.

b. Exceptions to the Foregoing Principles and Requirements:

- (1) *Medicaid Enhancement; Home and Community-Based Services.* If the Contractor has opted to have DHS bill Medicaid on its behalf, the Contractor shall not seek reimbursement from Medicaid if the client is eligible for Medicaid Enhancement or for Home and Community-Based Services. Instead, DHS will pay Contractor for services delivered, and DHS will bill the third-party resources directly, and the DHS Office of Recovery Services or Medicaid will then pursue reimbursement for amounts that DHS paid to Contractor for such services.
- (2) *No "Incentive Amount" for Budget Based Contracts.* No Incentive Amount is envisioned for budget based contracts. In such budget based contracts, the Contractor may bill DHS for the cost of collecting from third-party resources only if the Contractor provides DHS with adequate documentation to show that the costs were necessary, reasonable and actually incurred by the Contractor. The Contractor shall maintain financial records to support such costs for auditing purposes.

6. REDUCTION AND UNDERUTILIZATION OF FUNDS:

- a. If the State becomes subject to a legislative change, revocation of statutory authority, lack of appropriated funds or unavailability of funds, which would render the Contractor's delivery or performance under this Contract impossible, or unnecessary, DHS may terminate this Contract in whole or in part. If the legislature does not appropriate funds for paying the State's obligations on this Contract, or if funding to the State is reduced due to an order by the Governor, or is required by State law, or if Federal funding (when applicable) is not provided, or requires any return or "giveback" of funds required for the State to continue payments or if the Executive Branch mandates any cuts or holdbacks in spending, or if the Executive Director of DHS decides to reduce the payments pursuant to this Contract, DHS may terminate this Contract or proportionately reduce the services required by this Contract and the amounts to be paid by DHS to the Contractor for such services.
- b. If DHS determines that the Contractor is significantly underutilizing funds, DHS may, at its option, reduce the amount of funding under this Contract. DHS shall give the Contractor notice of any such reduction. Notwithstanding the foregoing, DHS shall

reimburse the Contractor in accordance with the original provisions of this Contract for all services performed before the effective date of the reduction.

SECTION F: CONTRACTOR MATCH REQUIREMENTS

1. **MATCHING FUNDS:** Matching funds are not applicable to this Contract.
2. **NON-FEDERAL MATCH:** If this Contract requires a non-federal match, the match shall comply with the provisions of Title 45 of the Code of Federal Regulations, Part 74. Other funding sources may require different non-federal match amounts, as shown above.

PART IV: ACCOUNTING REQUIREMENTS AND FINANCIAL COMPLIANCE

SECTION A: COST PRINCIPLES

1. **APPLICABLE COST PRINCIPLES:** Regardless of the Contractor's entity type or the source of its funding, the Contractor shall comply with and determine allowable costs in accordance with the federal cost accounting principles described in 2 CFR Part 200 *et seq.* as well as any other applicable Parts.

2. **DHS GENERAL COST PRINCIPLES:** In addition to the federal cost principles, the Contractor shall comply with the following DHS general cost principles which apply to all types of DHS contracts.
 - a. **Related Party Costs:** The Contractor shall not make payments to related parties (as defined in the Conflict of Interest provisions of this Contract) in any category of expenditure (Administrative Costs, Capital Expenditures, or Program Costs) without the prior written consent of DHS. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service agreements, or payments under purchase, lease or rental agreements. Payments made by the Contractor to related parties without prior written consent may be disallowed and require repayment to DHS.

 - b. **Personal Expenses:** DHS will not reimburse Contractors for personal expenses. Travel that is not business related is an example of a personal expense that is not allowable.

 - c. **Rate Based Contracts:** If this Contract is a DHS set rate based contract, the Contractor may be required to submit actual cost information to DHS for DHS' use in setting rates. In submitting actual cost information, the DHS cost principles for budget based contracts also apply.

3. **DHS COST PRINCIPLES FOR BUDGET BASED CONTRACTS:** If this Contract is a budget based contract the Contractor shall also comply with the following additional DHS cost principles.
 - a. **Differentiation of Costs:** The contractor must differentiate administrative costs from program costs. Administrative costs are costs that do not directly relate to a specific program such as legal counsel, accounting, budgeting, planning, risk management, and management information systems. Program costs are costs that directly relate to a program activity such as client care and supervision, residential services, and client educational services provided by the contractor.

Personnel who have both administrative and program duties or who have duties related to multiple programs shall allocate their time to each function and program as appropriate and shall maintain time sheets or other comparable supporting documentation detailing the time spent in each function and program. Costs that support more than one function or program, such as office supplies; telephone; facility (including depreciation and interest); data processing equipment and support; transportation; fringe benefits etc., shall also be appropriately allocated to the applicable function and program.

- b. **Administrative Costs:** The administrative costs of this Contract shall not exceed 25% of the program costs of this Contract in any given Contractor fiscal year.

SECTION B: CONTRACTOR'S COST ACCOUNTING SYSTEM

1. At a minimum, the Contractor's accounting system shall provide for a General Ledger and cost accounting records adequate to assure that costs incurred pursuant to this Contract are reasonable, allowable, and allocable to Contract objectives, and separate from costs associated with other business activities of the Contractor. The Contractor's accounting system shall also provide for the timely development of all necessary cost data in the form required by the Contract.
2. If the Contractor must meet federal, State, or DHS reporting requirements, the Contractor's accounting system shall be capable of producing the information and documentation necessary to comply with those reporting requirements.

SECTION C: QUESTIONED COSTS

For purposes of this Contract, "Questioned Costs" means costs that are questioned because of monitoring or audit findings, including but not limited to findings:

1. Which result from a violation or possible violation of a provision of law, statute, regulation, contract, grant, cooperative agreement, or other agreement or document governing the use of State or federal funds, including the terms and conditions of a federal award as well as funds used to match federal funds;
2. Where the costs, at the time of the audit, are not supported by adequate documentation; or
3. Where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

SECTION D: BUDGET REQUIREMENTS

1. **ADJUSTMENTS TO CONTRACTOR'S BUDGET:** If this Contract requires a budget from the Contractor, the budget(s) attached to this Contract shall be the basis for DHS's payments to the Contractor. The Contractor shall not transfer budgeted funds from "Program Costs" (Category III in the DHS Budget form) to either "Administrative Costs" (Category I in the DHS Budget form) or "Capital Expenditures" (Category II in the DHS Budget form) without prior written approval by the DHS Financial Manager. Nor shall the Contractor transfer budgeted funds between Administrative Costs and Capital Expenditures without prior written approval by the DHS Financial Manager. The Contractor may, however, transfer funds from Administrative Costs or Capital Expenditures to Program Costs without prior approval. The Contractor may also transfer funds between subcategories within each major category without prior approval so long as there are no restrictions on expenditures within those subcategories.
2. **EXPENDITURES IN EXCESS OF THOSE BUDGETED:** If this Contract requires a budget, DHS may consider any amounts in excess of the total amount budgeted in either

Administrative Costs or Capital Expenditures to be questioned costs that will normally require the Contractor to refund such excesses to DHS. Amounts in excess of the total amount budgeted in Program Costs will not normally result in questioned costs unless DHS has placed restrictions on subcategories within this major category. When this Contract restricts expenditures within defined subcategories, DHS will consider any unapproved excesses to be a questioned cost.

SECTION E: FINANCIAL REPORTING REQUIREMENTS

1. **DEFINITIONS:** The following definitions are provided for the Contractor's convenience and so that the Contractor may comply with its federal, State, and DHS financial reporting requirements:
 - a. **"CFR"** means the Code of Federal Regulations
 - b. **"Federal Audit Clearinghouse"** is as defined in 2 CFR § 200.36.
 - c. **"Federal Awards"** is as defined in 2 CFR § 200.38.
 - d. **"Financial Reports"** means audits, reviews, compilations, statements of functional expenses, balance sheets, income statements, statements of cash flow, or the preparer's notes to the financial reports, etc.
 - e. **"GAAP"** means Generally Accepted Accounting Principles, a combination of authoritative accounting principles, standards and procedures (set by policy boards).
 - f. **"GAAS"** means Generally Accepted Auditing Standards, issued by the American Institute of Certified Public Accountants (AICPA).
 - g. **"GAS/GAGAS"** means Government Auditing Standards, issued by the Comptroller General of the United States (also known as "Yellow Book" standards). GAS is often referred to as Generally Accepted Government Auditing Standards ("GAGAS"). GAGAS incorporates the generally accepted standards issued by the AICPA.
 - h. **"OMB"** means the federal Executive Office of the President, Office of Management and Budget.
 - i. **"Pass-Through Entity"** is as defined in 2 CFR § 200.74.
 - j. **"Subrecipient"** is as defined in 2 CFR § 200.93.
 - k. **"Uniform Guidance"** means the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" in 2 CFR Part 200 *et seq.*
2. **TYPE OF FINANCIAL REPORT REQUIRED.** Whether or not the Contractor is required to obtain and submit an annual audit or other type of financial report is determined by the Contractor's entity type and the amount and source of its funds, revenues and/or expenditures during the Contractor's fiscal year.

3. **TYPE OF CONTRACTOR.** If this Contract is funded in whole or in part with federal funds the Contractor may have federal reporting requirements if the Contractor meets the definition of a Subrecipient. The Contractor: is **not** a Subrecipient under this Contract.

4. **COMPLIANCE WITH APPLICABLE FEDERAL AND STATE REPORTING REQUIREMENTS.** The Contractor shall comply with all applicable federal and State laws, rules, and requirements regarding financial reporting as set forth in the:
 - a. Uniform Guidance, and

 - b. Utah Code § 51-2a-101 *et. seq.*

A summary of Federal and State reporting requirements is provided in Table 1 below.

5. **COMPLIANCE WITH REPORTING REQUIREMENTS TO DHS.**
 - a. The Contractor shall comply with all applicable financial reporting requirements to DHS as set forth in Table 2 below.

 - b. **Extensions:** If the Contractor needs an extension to submit required reports to DHS, the Contractor shall submit a written request to the Bureau of Contract Management (BCM) Rate Manager at the following email:

dhsfinancialreports@utah.gov

Requests for extensions shall include the following information:

- (1) The length of time for which the extension is requested;
- (2) The Contractor's justification for the requested extension; and
- (3) The name, phone number, and email address of the person requesting the extension.

Extensions shall be granted at the sole discretion of the BCM Rate Manager.

Table 1: Summary of Federal and State Annual Financial Reporting Requirements

Federal Reporting Requirements <i>Per 2 CFR Part 200 (OMB Uniform Guidance)</i>	Utah State Reporting Requirements <i>Per Utah Code § 51-2a-201</i>	Utah State Reporting Requirements <i>Per Utah Code § 51-2a-201.5</i>
<u>TYPE OF ENTITY</u> Non-Federal Entities	<u>TYPE OF ENTITY</u> Government Entities, School Districts, and Charter Schools	<u>TYPE OF ENTITY</u> Non-Profit Corporations with Revenues or Expenditures of MORE than \$25,000 in Federal Pass Through, State, or Local Funds as Defined in § 51-2a-201.5
<u>TYPE OF FINANCIAL REPORT REQUIRED</u> 1. If \$750,000 or more in federal awards is expended, a Single or Program Specific Audit using GAGAS standards and prepared in accordance with the requirements of OMB Uniform Guidance is required, including: <ol style="list-style-type: none"> The <u>data collection form</u> described in § 200.512. The <u>Reporting Package</u> described in § 200.512 including: <ol style="list-style-type: none"> <u>Financial statements</u> and schedule of expenditures of federal awards; A <u>summary schedule of prior audit findings</u>; The <u>auditor's report(s)</u>; and A <u>corrective action plan</u> for any current year audit findings. Any <u>Management Letter(s)</u> issued by the auditor. 2. If less than \$750,000 in federal awards is expended, no audit is required, <i>except as noted in § 200.503</i> , but records must be available for review or audit.	<u>TYPE OF FINANCIAL REPORT REQUIRED</u> The reporting requirements for entities in this category may be found on the Utah State Auditor's website at: auditor.utah.gov Reporting requirements depend on the entity's total annual revenues or expenditures which are tiered as follows: <ol style="list-style-type: none"> Revenues or expenditures are \$1,000,000 or more (audit). Revenues or expenditures are less than \$1,000,000 as prescribed by the state auditor. 	<u>TYPE OF FINANCIAL REPORT REQUIRED</u> The reporting requirements for entities in this category may be found on the Utah State Auditor's website at: auditor.utah.gov Reporting requirements depend on the entity's total annual revenues or expenditures which are tiered as follows: <ol style="list-style-type: none"> Revenues or expenditures are \$1,000,000 or more (audit). Revenues or expenditures are less than \$1,000,000 but at least \$350,000 (review). Revenues or expenditures are less than \$350,000 but at least \$100,000 (compilation). Revenues or expenditures are less than \$100,000 but greater than \$25,000 (fiscal report).
SUBMISSION REQUIREMENTS		
Reports shall be submitted to the Federal Audit Clearinghouse within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.	Government Entities: Reports shall be submitted to the State Auditor within 180 days after the Contractor's fiscal year end. School Districts and Charter Schools: Reports shall be submitted to the Office of Education by November 30th and to the State Auditor by December 31st.	Reports shall be submitted to the State Auditor within six months after the Contractor's fiscal year end.
Disclaimer: The information provided in this Table is summary information only. Any discrepancies between the requirements in this Table and the requirements in federal or state law or rule shall be resolved in favor of the requirements in the applicable law or rule. The Contractor is advised to review the applicable law and rules or seek professional advice to determine whether it is subject to federal and/or Utah State financial reporting requirements and if so, the type of report(s) required for compliance.		

Table 2: Annual Financial Reporting Requirements to DHS

TYPE OF ENTITY				
Entities with a Federal Reporting Obligation Pursuant to the OMB Uniform Guidance	Government Entities with a Utah State Reporting Obligation Pursuant to Utah Code § 51-2a-201	Nonprofit Corporations Subject to Utah Code § 51-2a-201.5	All Entities Receiving Pass Through Money as Defined in Utah Code § 63J-1-220	All Entities that DO NOT have a Federal or State Reporting Obligation Pursuant to Table 1 Requirements shall submit to DHS the required report indicated below:
No additional reporting obligation for DHS	No additional reporting obligation for DHS	<p>Shall Annually Disclose to DHS:</p> <ol style="list-style-type: none"> Whether the nonprofit met or exceeded the dollar amounts listed in § 51-2a-201.5(2) in the previous fiscal year of the nonprofit; and Whether the nonprofit anticipates meeting or exceeding the dollar amounts listed in § 51-2a-201.5(2) in the fiscal year the money is disbursed. 	<p>Shall Annually Provide to DHS:</p> <ol style="list-style-type: none"> A written description and an itemized report detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent; and A final written itemized report when all the state money is spent. 	<p>If \$1,000,000 or MORE is received from DHS in the Contractor’s fiscal year:</p> <p>A CPA Audit performed in accordance with GAGAS. Also, the auditor’s Management Letter must be included if the audit report disclosed any audit findings.</p> <hr/> <p>If LESS THAN \$1,000,000 but at least \$750,000 or MORE is received from DHS in the Contractor’s fiscal year:</p> <p>A CPA Review.</p> <hr/> <p>If LESS THAN \$750,000 but at least \$500,000 or MORE is received from DHS during the Contractor’s fiscal year:</p> <p>A CPA Compilation.</p> <hr/> <p>If LESS THAN \$500,000 but at least \$250,000 or MORE is received from DHS during the Contractor’s fiscal year:</p> <p>Financial statements prepared by the contractor or by an outside accounting or bookkeeping service.</p> <hr/> <p>If LESS THAN \$250,000 is received from DHS during the Contractor’s fiscal year:</p> <p>No report is required.</p>
SUBMISSION REQUIREMENTS				
See Table 1	See Table 1	Disclosure shall be made to the DHS Contract Representative for this Contract at the time of entering into this Contract and annually thereafter within six (6) months after the end of Contractor's fiscal year	Reports shall be submitted to the DHS Contract Representative for this Contract no later than July 31st each year or within 30 days of the expenditure of all State funds, whichever is earlier	<p>Reports shall be submitted within six (6) months after the end of Contractor's fiscal year to:</p> <p style="text-align: center;">dhsfinancialreports@utah.gov</p> <p style="text-align: center;">OR</p> <p style="text-align: center;">Department of Human Services Bureau of Contract Management Attention: Rate Manager 195 N. 1950 W. Salt Lake City, UT 84116</p>

PART V: COMMONLY APPLICABLE LAWS

SECTION A: COMPLIANCE WITH ADMINISTRATIVE GRANTS

The Contractor is bound by federal law, which establishes fiscal and administrative rules applicable to entities that receive federal grants. These rules are published in OMB Circular A-110 and in the OMB Common Rule, which is codified in 45 C.F.R. Part 92 (1999) and 45 C.F.R. Part 74.

SECTION B: COMPLIANCE WITH STATE AND FEDERAL LAWS

The Contractor is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. When the Contractor receives state or federal funds pursuant to this Contract, certain state and federal requirements may also apply. The Contractor shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract and are required by the amount of state and federal funds involved in this Contract.

Table 1, “Federal and State Laws,” is provided as a reference guide to various laws and requirements. The information contained in this table is not exhaustive and the Contractor understands that it is obligated to seek independent legal advice in these matters.

Table 1: Federal and State Laws

Description of Act	Applicable Federal Law	Applicable State Law
Discrimination and Employment Related Laws		
Age Discrimination Act of 1975	42 U.S.C. §§ 6101-6107; 45 C.F.R. Part 91	
Americans with Disabilities Act	42 U.S.C. § 12101 <i>et seq.</i> ; 28 C.F.R. Part 35, Part 39	
Civil Rights Act of 1964 as amended, Title VI	45 C.F.R. Part 80 42 U.S.C. § 2000d <i>et seq.</i>	
Civil Rights Act of 1964, Title VII	42 U.S.C. § 2000e <i>et seq.</i>	Utah Code § 13-7-1 <i>et seq.</i>
Contract Work Hours and Safety Standards Act	40 U.S.C. §§ 3701-3704; 29 C.F.R. Part 5	
Copeland Anti-Kickback Act	45 C.F.R. 2543.82, 18 U.S.C. § 874, 29 C.F.R. Part 3	
Davis-Bacon Act	40 U.S.C. § 3142; 29 C.F.R. Part 5	
Drug-Free Workplace Requirements	41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988	Utah Code § 34-41-101 <i>et seq.</i> ; Utah Code § 34-38-1 <i>et seq.</i> ; Utah Code § 67-19-36 <i>et seq.</i> ; Utah Administrative Code, R477-14-1 <i>et seq.</i>
Education Amendments of 1972, Title IX	20 U.S.C. § 1681 <i>et seq.</i> ; 45 C.F.R. Part 86	
Employment Eligibility Verification	8 U.S.C. § 1324a	Utah Code § 63G-12-302
Equal Employment Opportunity	Exec. Order No. 11246 (1965), as amended by Exec. Order No. 11375; 41 C.F.R. Part 60	
Equal Pay Act	29 U.S.C. § 206(d)	
Fair Labor Standards Act	29 U.S.C. § 201 <i>et seq.</i>	

Description of Act	Applicable Federal Law	Applicable State Law
Immigration Control and Reform Act	8 U.S.C. § 1324	
Protection and Advocacy for Individuals with Mental Illness Act	42 U.S.C. § 10801 <i>et seq.</i>	
Public Health Service Act, Section 522 and Section 526	45 C.F.R. Part 84.53	
Rehabilitation Act of 1973, as amended, Section 504	29 U.S.C. § 794; 45 C.F.R. Part 84	
Utah Antidiscrimination Act -- (Includes the prohibition of unlawful harassment)		Utah Code § 34A-5-101, <i>et seq.</i> (See also Utah Executive Order March 17, 1993, which prohibits sexual harassment of state employees and employees of public and higher education)
Utah Occupational Safety and Health Act		Utah Code § 34A-6-101, <i>et seq.</i>
Property Laws		
Energy Policy and Conservation Act	42 U.S.C. § 6322	
Federal Clean Air Act	42 U.S.C. § 7401 <i>et seq.</i>	Utah Code § 26-38-1, <i>et seq.</i>
Federal Water Pollution Control Act	33 U.S.C. § 1251 <i>et seq.</i>	
Flood Disaster Act of 1973 and other flood hazard provisions	42 U.S.C. § 4106	
National Environmental Policy Act of 1969 ("NEPA")	42 U.S.C. § 4321 <i>et seq.</i> ; 40 C.F.R. Part 1500 <i>et seq.</i>	
National Historic Preservation Act ("NHPA") of 1966	16 U.S.C. § 470, <i>et seq.</i> ; 36 C.F.R. Part 800, <i>et seq.</i>	
Pro-Children Act of 1994	20 U.S.C. § 6081, <i>et seq.</i>	
Medicaid and Utah False Claims Reporting Laws		
Civil False Claims Act	31 U.S.C. § 3729-3733 and Chapter 38	
Deficit Reduction Act of 2005	Public L. 109-171 (2006)	
Utah False Claims Act		Utah Code § 26-20-1 <i>et seq.</i>
Utah Protection of Public Employees Act		Utah Code § 67-21-1 <i>et seq.</i>
Procurement Laws		
Utah Procurement Code		Utah Code § 63G-6a-101 <i>et seq.</i>
Utah State Procurement Rules		Utah Administrative Code, Rule R33-1, <i>et seq.</i>
Debarment and Suspension	45 C.F.R. Part 76; Exec. Order No. 12549; and Exec. Order 12689	Utah Code § 63G-6a-904
Miscellaneous Laws		
Abuse Reporting Requirements		Utah Code § 62A-4a-403; Utah Code § 62A-3-305
Byrd Anti-Lobbying Amendment	31 U.S.C. § 1352; 45 C.F.R. Part 93	
Ethics Acts		Utah Code § 67-16-1 <i>et seq.</i> and § 10-3-1301 <i>et seq.</i>

Description of Act	Applicable Federal Law	Applicable State Law
Federal Funding and Accountability and Transparency Act (FFATA)	P.L. 109-282, as amended by Section 6202 of P.L. 110-252. Guidance issued by the Office of Management and Budget may be found in the Federal Register (Volume 75, No. 177, September 14, 2010, 2 CFR Part 170) that establishes reporting requirements.	
Government Records Access and Management Act (GRAMA),		Utah Code § 63G-2-101 <i>et. seq.</i>
Hatch Act	5 U.S.C. § 1501, <i>et. seq.</i>	Utah Code § 67-19-19
Health Insurance Portability and Accountability Act of 1996 (HIPAA)	45 C.F.R. Parts 160, 162, and 164	
Public Health Service Act, Section 474(a), Protection of Human Subjects	42 U.S.C. § 2899; 45 C.F.R. Part 46; 21 C.F.R. 50 & 21 C.F.R. 56	
Substance Abuse and Mental Health confidentiality of substance abuse and mental health records	42. U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a	
Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Government	45 C.F.R. § 92	
Utah Human Services Code		Utah Code Title 62A
Utah Referral Information Network		Utah Code § 62A-17-101 <i>et. seq.</i>

PART VI: JURISDICTION, COPYRIGHT, AND OTHER GENERAL PROVISIONS

1. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed and interpreted according to the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the beach thereof. Venue shall be in Salt Lake City, in the Third District Court for Salt Lake County.
2. **SEVERABILITY CLAUSE:** A final determination that any provision of this Contract is illegal or void shall not affect the legality or enforceability of any other provision of this Contract.
3. **COPYRIGHT:** Except as otherwise expressly provided in this Contract, DHS owns the copyright for all materials developed by the Contractor for DHS. If the Contractor develops any materials for its own use in connection with this Contract, and if such materials are not required by this Contract or requested by DHS as part of the Contractor's performance, the Contractor may use those materials free of charge, and without obtaining prior permission.

The Contractor shall release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted program, composition, secret process, patented or un-patented program, invention, article or appliance furnished or used in the performance of this Contract.

The Contractor is not entitled to use human subjects information generated in connection with this Contract for any purpose, including scholarly publications or research purposes, unless the Contractor obtained written approval of its research protocol from the DHS IRB prior to the commencement of any research efforts.

4. **ABILITY TO COMPLY WITH CONTRACT REQUIREMENTS:** The Contractor represents that it has the financial, managerial and institutional capacity to fully comply with the requirements of this Contract.
5. **AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR:** The Contractor represents that the person who has signed this Contract on behalf of the Contractor has full legal authority to bind the Contractor and to execute this Contract.
6. **CONTRACTOR HAS NOT ALTERED THIS CONTRACT:** By signing this Contract, the Contractor represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Contract, and that this Contract contains exactly the same provisions that appeared in this document and its exhibits when DHS originally sent it to the Contractor.

IN WITNESS WHEREOF, the parties executed this Contract:

CONTRACTOR

DHS

By: _____
Type or Print Name: _____
Title/Position: _____
Utah Transit Authority
Date: _____

By: _____
Type or Print Name: _____
Title/Position: _____
Division of Services for People with Disabilities
Date: _____

Approved as to form by UTA Compliance Officer

By: _____
Date: _____

By: Cheryl Beveridge
Date: April 16, 2019

Log # 35914

Contract # A02767

ATTACHMENT A: SCOPE OF WORK

DESCRIPTION OF THE SERVICES OR SUPPORTS TO BE PROVIDED PURSUANT TO THIS CONTRACT.

- A. **Background.** This Contract is for specialized transportation needs and the paratransit services provided under it shall meet the service requirements outlined below. The Contractor is a public transit district provider of fixed-route, rail, paratransit, and route deviation transit services in all or part of Salt Lake, Tooele, Utah, Weber, Davis, and Box Elder Counties. Contractor agrees to pay the Medicaid match seed funds from funds generated by local sales and use taxes. As consideration for UTA providing the local Medicaid match, DHS/DSPD agrees to annually negotiate a fare for transportation services provided by UTA under this Agreement, as approved by the State of Utah, Department of Health (DOH) or United States Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS).
- B. **General Description.** An individual or individuals receiving services pursuant to this Contract are referred to as a “Person” or “Persons”. Utah Transit Payment (UTP) service provides paratransit to and from a Person’s home or living facility to community habilitation programs or facilities that provide day supports.
- C. **Limitations.** The Contractor shall not:
1. Provide transportation to medical appointments under this contract or bill DHS/DSPD for UTP transportation to medical appointments.
 2. Notwithstanding any statute, regulation, or policy that permits the termination of services to Persons, including but not limited to 49 CFR 37.5, suspend services for safety without first completing a review with the DHS/DSPD Director or designee to ensure due process.
 3. Provide UTP services in privately owned vehicles. Services shall only be provided in transit vehicles, as defined in Utah Code § 17B-2a-802.
 4. Become the legal guardian or conservator of any Person receiving services pursuant to this Contract.
- D. **Population Served.** The Contractor shall provide UTP services only to Persons currently receiving services from, and referred by, DHS/DSPD with Intellectual Disabilities (ID), Related Conditions (RC), and adults 18 year of age or older with Acquired Brain Injury (ABI), as defined in the Utah Administrative Code R539-1-3.
- E. **Contractor Qualifications.** The Contractor shall:

1. Comply with all state and local laws and regulations in accordance with Utah Code §§ 17B-2a-819 and 825.
2. Be enrolled as an approved Medicaid Provider with the Utah Department of Health, Division of Medicaid and Health Financing (UDOH/DMHF) and have the option to allow DHS/DSPD to bill Medicaid on its behalf for covered Medicaid services included in the rate paid by DHS/DSPD to the Contractor.
3. Participate in all UDOH/DMHF or DHS/DSPD provided Medicaid training.

F. Contractor's Staff Requirements. The Contractor shall ensure its staff directly providing UTP transportation services:

1. Maintain a current Commercial Driver License as required in accordance with Utah law, while providing services pursuant to this Contract.
2. Are not permitted to provide UTP services without direct line-of-sight supervision until the staff receives training working with Persons with disabilities, as documented by the Contractor, and until the staff passes a background check as required in Utah Code 62A-2-120.
3. Are approved per initial hire background screening application approvals, as described in R501-14, utilizing the standards described in Utah Code 62A-5-103.5(5) for Direct Service by Utah Transportation Authority drivers.
4. Are familiar with, and annually review, sign, and comply with the DSPD Code of Conduct, as found at <https://dspd.utah.gov/pdf/1.20%20Code%20of%20Conduct.pdf>, in addition to the DHS Code of Conduct referenced in PART I.

G. General Service Requirements.

1. Maintain approval as an atypical Medicaid Provider for the Community Support Waiver and Acquired Brain Injury Waiver with the UDOH/DMHF. Contractor shall maintain approval by submitting required documentation as requested by DHS Contract Team.
2. Have a current active DHS/DSPD USTEPS Provider Interface (UPI) account, comply with UPI requirements pursuant to this contract, and comply with electronic access and process changes as they develop. UPI access forms are on the DHS/DSPD web page: dspd.utah.gov.
3. Incident and Critical Incident Reports and Critical Incident Investigations. When the Contractor or any of its staff has reason to believe a reportable incident has

occurred as defined in G.3.a. below, the Contractor or its staff shall initiate the Incident Report (IR) process as described in Section I.2. below.

- a. Reportable Incidents. All of the following incidents and other incidents that are comparable to the incidents listed below require an incident report to be submitted to UPI. If any aspect of the following are witnessed by Contractor's staff:
- (1) Self-injurious behaviors Any incident requiring medical treatment;
 - (2) Suicidal attempts;
 - (3) Aspiration or choking;
 - (4) Evidence of seizure or seizure like behavior;
 - (5) Human rights violations that include but are not limited to unauthorized use of physical, mechanical, or chemical restraints;
 - (6) A Person left unattended in any of the Contractor's vehicles;
 - (7) A Person's disruptive behavior creating an unsafe situation during transportation that requires driver intervention;
 - (8) Significant property damage, estimated damage totaling \$500.00 or more;
 - (9) Physical injury to a Person, or by a Person, during transportation;
 - (10) Assault involving a Person;
 - (11) Threats of harm to other passengers or the driver;
 - (12) Law enforcement involvement affecting the Person or the UTP driver during transport;
 - (13) Any use of Emergency Interventions as defined in Utah Administrative Code R539-4-6;
 - (14) Incidents of suspected or known abuse, neglect and maltreatment during transport.
 - (15) Incidents related to the provision of services to those with ID.RC and ABI but not directly involving a specific Person in services, that do involve:

- (a) The Contractor;
- (b) Staff of the Contractor, or
- (c) Facilities of the Contractor; shall be reported to the Department of Human Services, Office of Licensing (DHS/OL) Incident Reporting Team and may require a critical incident investigation, but not a Person-specific incident report.

(16) Any incident involving a DSPD client for which Contractor has received inquiries from the media.

- b. The Contractor and its staff shall cooperate with any investigation and mitigation activities taken by DHS, DOH and the Person's Support Coordinator (SC) by providing additional information as requested.

H. Use of UPI: The Contractor administrative staff that supervise UPI access by the Contractor's assigned IR and Financial staff shall:

1. Complete the DHS/DSPD form "0-9 USTEPS Provider Interface (UPI) Provider Company Designee Access Form";
2. Complete the DHS/DSPD form "0-8 USTEPS Provider Interface (UPI) Individual User Access Form" for at least one staff;
3. Ensure that access to UPI is granted only to staff that need to know the information in UPI to provide or coordinate DHS/DSPD services;
4. Ensure staff with UPI access is trained in HIPAA privacy requirements;
5. Approve or reject the DHS/DSPD Form 1056 through UPI within 15 business days of the creation of a new or adjusted DHS/DSPD Form 1056;
6. If the Contractor rejects the DHS/DSPD Form 1056, the Contractor shall coordinate with the Person's SC to adjust the DHS/DSPD Form 1056, or transition the service to a non-Contractor service;
7. Ensure that there is agreement between the Person's usage of the services and the service utilization with the approved DHS/DSPD Form 1056. If the Person is at risk of exhausting the units allocated in the DHS/DSPD Form 1056, the Contractor shall notify the Person's SC and arrange for appropriate changes to be made to the Person's Person-Centered Support Plan (PCSP);
8. Use the UPI "Provider Organization" section to create and maintain a Contractor organizational group structure. The Contractor determines how they want their

structure to exist. The organizational group structure defines what data an employee can see based on where they appear in the organizational group structure and what Persons in services are assigned to it. The organizational group structure will restrict UPI users from seeing Person information that is not required to provide transportation services or coordinate DHS/DSPD services.

9. Assign and maintain staff with UPI access to the appropriate organizational group(s) created as required in Section H.8. above;
10. Assign and maintain each staff with UPI access, email and notification preference;
11. Assign and maintain each Person to the appropriate organizational group(s);
12. Remove terminated staff from the “Provider Organization” within one business day of termination;
13. Remove staff access from an organizational group within one business day of the staff no longer having a need to know the information in UPI to provide or coordinate DHS/DSPD services; and
14. Remove a Person from the “Provider Organization” within one business day when the Contractor is no longer providing services to that Person.

I. Removal for Safety Purposes.

1. If a Person’s disruptive behavior creates an unsafe situation while receiving transportation services in the Contractor’s vehicle of any kind, and
 - a. Results in the suspension or removal of that Person for the safety of the Person, the safety of other passengers and Contractor’s employees, the Contractor shall follow their policy for safety-driven removal, and;
 - b. The Contractor shall immediately notify the:
 - (1) Person’s SC and the Person’s guardian, if applicable; or
 - (2) DHS/DSPD service provider; and
 - (3) Appropriate protective service agency.
2. The following IR process shall be followed:
 - a. Within 24 hours or the next business day of the occurrence of the event or the date of discovery, Contractor’s UPI staff shall initiate an IR in the UPI system.
 - b. Within five (5) business days, the Contractor shall:

- (1) Fully complete the initial IR in the DHS/DSPD USTEPS/UIP system with any additional information available.
- (2) Respond to follow-up questions regarding any IR or Critical Incident Investigation from DHS and the UDOH/DMHF. The Contractor and its staff shall support any of these investigations and mitigation activities taken by DHS and UDOH/DMHF.

J. Direct Service Requirements. The Contractor and its staff providing UTP services shall ensure:

1. It provides UTP services that do not exceed the amount and frequency scheduled by the Person and authorized by the Person's annual/current Purchased Service Authorization Form 1056. Form 1056 is generated by the Person's SC on the anniversary of the Person's annual PCSP or earlier as needed.
2. Persons are not left unattended in the vehicle without line of sight of the driver.
3. Persons remain seated while the vehicle is in motion.
4. Persons do not access the vehicle operating controls while the vehicle is running.
5. All Persons in wheelchairs use seat belts or locking mechanisms to immobilize wheelchairs during travel and safe use of a mechanical lift.
6. Persons are transported using safety restraint seats when required by Utah State law.
7. Vehicles used for transporting Persons have working doors and that doors are closed while the vehicle is moving.
8. A Person's safety while in the vehicle and ensure the Person arrives safely at the scheduled time and destination. The Contractor shall ensure no one is left alone along the way to or from day supports, even in emergency situations, or when the health and safety of others may be in question.

K. Staff Training Requirements. The Contractor shall:

1. Ensure its staff providing UTP complete and achieve competency as determined by the Contractor in the following training areas within 30 days of employment and before working alone with a Person:
 - a. Emergency Procedures, and when to call 911 because of emergency, the requirement to report incidents;

- b. Orientation to Persons with Intellectual Disabilities (ID), Related Conditions (RC), and Acquired Brain Injury (ABI);
 - c. Catastrophic Emergency and Civil Crisis Procedures;
 - d. Legal Rights of Persons with Disabilities including Human Rights as found in Utah Administrative Code R539-3;
 - e. Abuse, Neglect, and Exploitation and mandatory reporting laws;
 - f. DHS Provider Code of Conduct and DHS/DSPD Code of Conduct;
 - g. Confidentiality;
 - h. The Contractor's policy, philosophy, and mission; and
 - i. The provisions of the law, including but not limited to, the Americans with Disabilities Act (ADA) that regulate the services provided pursuant to this Contract.
2. Ensure the above training is conducted by trainers with knowledge and experience in providing services and supports to Persons with ID, RC, and ABI.
- L. Quality Monitoring Process. The Contractor shall have an internal agency self-assessment or quality assurance monitoring process for UTP services that may be externally validated by DHS. At a minimum this process shall include the following:-
- 1. An established method for responding to and resolving concerns identified by the Contractor's internal monitoring efforts.
 - 2. A procedure for responding to DHS corrective action requirements within the timeframe specified in this Contract. The Contractor shall respond to each identified deficiency, including proposed method of correction, task assignments, and supervision.
 - 3. If the Contractor's response is determined unacceptable by DHS, the Contractor shall submit a revised plan of correction within five (5) working days.
 - 4. If a revised plan of correction is unsatisfactory, DHS may initiate sanctions pursuant to Utah Code § 62A-5-103(2)(i). The Contractor may appeal sanctions in writing to the DHS/DSPD Director within 30 days from the imposition of the sanction(s).
- M. Mandatory Reporting. When a reason to believe an incident of abuse, neglect, exploitation, or maltreatment has occurred as described in the DHS/DSPD Code of

Conduct, Utah Code § 62A-03-301 et seq. for adults; or Utah Code § 62A-04a- 101 et seq. for children; the Contractor or its staff shall **immediately** notify the appropriate:

1. Adult Protective Services; or
2. Child Protective Services; or
3. Law enforcement agency.

N. Protective Services Investigation.

1. The Contractor shall cooperate with the Child Protective Services, Adult Protective Services, or any law enforcement agency, if they are investigating allegations of abuse, neglect, and exploitation of a Person(s), until their investigation has been completed.
2. If an allegation of abuse, neglect or exploitation is made against a member of the Contractor's staff, the Contractor shall not allow the identified staff member to have any contact with that Person(s) until:
 - a. The investigation is completed and the finding of the allegation is not substantiated or supported; or
 - b. The Contractor conducts an internal investigation and can guarantee the safety of the alleged victims and any other vulnerable Persons.
3. Concerns regarding the investigation shall be directed to the investigating agency.

O. Record Keeping. The Contractor shall:

1. Maintain complete, accurate supporting documentation of all requirements of this Contract, including but not limited to driver personnel and training records, transportation service records, pick-up and delivery sheets, and time sheets recording the delivery of UTP services.
2. Make all supporting documentation available at Contractor's business location or as agreed for State or Federal audit and review purposes within 24 hours of request.
3. Document all direct services provided as identified below:
 - a. The name of the Person served;
 - b. The name of the person who delivered the service;
 - c. The specific service provided;

- d. The date and time the service was provided; and
 - e. The duration (number of service units) of the service.
4. Maintain the same documentation requirements outlined herein for any of its sub-contractors providing UTP services pursuant to this Contract.
 5. The Contractor shall maintain DHS/DSPD Purchase Service Authorization Form 1056, along with supporting documentation on file including the DHS Monthly Billing Form 520.

P. Reports and Billing Forms. The Contractor shall submit the reports and billing form listed below by the specified due date. If required reports and billing forms are not submitted within the timeframes outlined below, payment may be denied.

REPORTS	DUE DATE	SUBMIT
Incident Report	On or before five business days from the occurrence or discovery of the event.	USTEPS/UIP System
DHS 520 Billing Forms	30 days after the receipt of the DHS/DSPD generated 520 billings forms.	The Person's SC
Response to DHS Corrective Action Plan Requests	Major deficiency: within 24 hours of notification. Significant deficiency: within 10 days of notification. Minor deficiency: within 30 days of notification. (The definition of Major, Significant and Minor deficiencies are in the DHS: QA Manual, Monitoring Components, Section IV, which may be found at the DHS Office of Fiscal Operations website.)	DHS Quality Assurance Team

Q. Rate: UTP is a daily rate for paratransit to and from a Person's home or living facility to community habilitation programs or facilities that provide day supports. It is a flat rate paid on an individual basis for transportation services provided to a Person.

R. Additional Public Transportation Fares also available under this contract to Persons served under this contract:

1. UTA-P Utah Transit Authority Transportation Supports/Bus-monthly pass; used to help the Person access other supports which are needed for them to live in the community

2. UTA-T Utah Transit Authority Transportation Supports/Bus-single trip or ticket; used to help the Person access other supports which are needed for them to live in the community.
3. UTD-T Utah Transit Authority Route Deviation Fee; to allow Person to utilize UTA route deviation fixed bus routes (where available) to gain access to UTP paratransit by dropping Person at UTP paratransit service points by these deviation bus routes that are within $\frac{3}{4}$ mile distance from a fixed bus route.
4. UTF-T Utah Transit Authority Combined UTA-T and UTD-T; to accommodate those Persons that use both codes during one trip, so that the rates are not billed separately when submitted for payment.

Certificate Of Completion

Envelope Id: 59C9F42FC57C435397EEDC2D0542A8D5	Status: Sent
Subject: Please DocuSign: 35914 Utah Transit Authority (Gov).pdf	
Source Envelope:	
Document Pages: 49	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lisa James
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	195 N 1950 W
	Salt Lake City, UT 84116
	lisahewittjames@utah.gov
	IP Address: 168.178.211.143

Record Tracking

Status: Original	Holder: Lisa James	Location: DocuSign
4/9/2019 11:44:27 AM	lisahewittjames@utah.gov	

Signer Events

Signature	Timestamp
Cherryl Beveridge CBeveridge@rideuta.com Special Services General Manager Security Level: Email, Account Authentication (None)	Sent: 4/9/2019 11:51:23 AM Viewed: 4/15/2019 9:39:41 AM Signed: 4/16/2019 9:26:55 AM
Signature Adoption: Pre-selected Style Using IP Address: 204.126.146.202	

Electronic Record and Signature Disclosure:
Accepted: 4/15/2019 9:39:41 AM
ID: 15d52660-a5de-4755-adcb-253deabcfeea

Lisa Bohman lbohman@rideuta.com Security Level: Email, Account Authentication (None)	Sent: 4/16/2019 9:26:56 AM Viewed: 4/18/2019 11:13:44 AM
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Electronic Record and Signature Disclosure:
Accepted: 4/18/2019 11:13:44 AM
ID: 90255773-bb26-453e-b5a3-ee4c4d23c6ac

Steve Meyer
Smeyer@rideuta.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Angella Pinna
apinna@utah.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events**Status****Timestamp**

Ray Winger

raywinger@utah.gov

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 4/9/2019 11:51:23 AM

Viewed: 4/9/2019 12:24:02 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Notary Events**Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/16/2019 9:26:56 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

CONSUMER DISCLOSURES

Obtaining copies of documents

You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you.

To advise State of Utah Department of Human Services of your new e-mail address

To let us know of a change in your e-mail address where we should send notices or amendments electronically to you, you must send an email message to us at bcmcontracts@gmail.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- I consent to receive through electronic means contracts, amendments, notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by State of Utah Department of Human Services during the course of my relationship with you.



CONTRACT ROUTING FORM

Department * Existing Contract? Yes No New Contract Number

Contract Section

Fares

Contract Administrator*

Please upload the contract here*

Institution Title*

Description / Purpose (of contract or project)*

Contract Dates*
 Beginning Ending

Financial Section

Fares

Current Contract Value* \$

Is the amount an estimate?* Yes No

How was the estimate calculated?* (Estimate if per transaction cost)

Account Code*

Approval Section

Legal/Compliance Review*

Manager/Program Manager* **Chief***

Executive Director* ***Board Approval Required***

Board Approval Date

Comments

HIVE COOPERATIVE PASS PURCHASE AND ADMINISTRATION AGREEMENT

This Hive Cooperative Pass Purchase and Administration Agreement (the "Agreement") is made this first day of July, 2019 ("Effective Date") between the UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and SALT LAKE CITY CORPORATION, a Utah municipal corporation whose address is 451 South State, Room 115, Salt Lake City, Utah 84111 ("Administrator").

RECITALS

- A. UTA is a public transit district providing public transit service within the State of Utah;
- B. Both Administrator and UTA recognize the benefits of public transit to individuals, businesses and the community in 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;
- C. Administrator desires to encourage transit ridership by administering a program whereby Administrator shall be responsible for selling and issuing transit passes to Salt Lake City residents for use on certain UTA transit services 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:

SECTION I: DEFINITIONS

- 1.1 The term "Administrator" shall mean Salt Lake City Corporation.
- 1.2 The term "Agreement" shall mean this Agreement and all exhibits.
- 1.3 The term "Authorized Services" shall mean those UTA transit services and service types listed in Paragraph 2.4 and Exhibit "A," the Pass Program Configuration Form.
- 1.4 The term "Authorized User" shall mean an individual who is a current resident of Salt Lake City, Utah and who has provided sufficient documentation to Administrator as set forth in Paragraph 2.3 to verify his or her residency.
- 1.5 The term "Electronic Fare Collection Rules" or "EFC Rules" shall mean UTA's EFC Rules located at https://www.rideuta.com/uploads/EFCCardholderRules_2013.pdf
- 1.6 The term "Trip" shall mean each occasion an active Pass issued to an Authorized User is presented as fare to board a UTA vehicle in service.
- 1.7 The term "Pass" shall mean an electronic fare card issued in compliance with this

Agreement that is electronically enabled and valid on Authorized Services when used in accordance with UTA's EFC Rules. The term Pass shall include Standard Adult Local Passes, Standard Adult Premium Passes, and Voucher Passes.

SECTION II: TERMS AND CONDITIONS

2.1 **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to allow Administrator to sell and issue Passes to Authorized Users. Administrator is responsible for selling and issuing Passes to Authorized Users in accordance with this Agreement and UTA's EFC Rules.

2.2 **TERM OF AGREEMENT.** This Agreement shall begin upon recording by the Salt Lake City Recorder and end on June 30, 2020, and may be extended for an additional one-year term upon the written authorization of both parties, which shall occur at least ninety (90) days before the scheduled termination of the Agreement.

2.3 **PASS APPLICATION AND VERIFICATION OF RESIDENCE.** Prior to selling a Pass, Administrator shall verify the individual seeking to purchase a Pass is a resident of Salt Lake City, Utah. Administrator shall require each individual seeking to purchase a Pass to present a valid Utah Driver's License, State-Issued Identification Card, or other document showing credible evidence of City residency. Administrator shall also require each individual seeking to purchase a Pass to present one of the following: (1) a lease or rental agreement, (2) a county tax bill, or (3) two pieces of formal mail such as a utility bill or bank statement with the individual's name and home address printed on it. Individuals seeking to purchase Passes for minors shall provide the preceding documentation as well as one other document showing credible evidence establishing the minor's residency, including, but not limited to, the minor's valid Utah Driver's License or State-Issued Identification Card.

2.4 **AUTHORIZED SERVICES.** Administrator agrees and acknowledges that Authorized Services are public transit services, which may be altered from time to time as UTA modifies its public routes. Subject to the foregoing, Passes shall be valid on the following Authorized Services.

2.4.1 **Standard Adult Local Pass.** The Standard Adult Local Pass shall be valid for regular fare bus routes, TRAX light rail, and Streetcar light rail. The Standard Adult Local Pass shall not be valid on Ski Service, Paratransit Service, Special Services, Park City-Salt Lake City Connect Service, express bus routes, and FrontRunner commuter rail service. The Pass may be used for a \$2.50 transfer credit on express bus routes, FrontRunner commuter rail service, or any other special service. Authorized Users must pay for additional station costs for FrontRunner commuter rail service and additional transfer costs for express bus routes prior to boarding.

2.4.2 **Standard Adult Premium Pass.** The Standard Adult Premium Pass shall be valid for regular fare bus routes, TRAX light rail, and Streetcar light rail, express bus and Front Runner commuter rail. The Premium Pass shall not be valid on Ski Service, Paratransit Service, Special Services, Park City-Salt Lake City Connect Service, or any other special service.

2.4.3 **Voucher Pass.** The Voucher Pass shall be valid for regular fare bus routes, TRAX light rail, Streetcar light rail, express bus, and FrontRunner commuter rail. The Voucher Pass shall not be valid on Ski Service, Paratransit Service, Special Services, Park

City-Salt Lake City Connect Service, or any other special service.

2.5 FORM OF PASS. Each Pass shall take the form of a unique electronic micro-chip embedded in an electronic fare card media, which shall be activated by UTA. Prior to issuing a Pass, Administrator shall print the name of the purchasing Authorized User on the Pass. Administrator shall issue a receipt for each Pass issued.

2.6 TERM OF PASS AND PASS EXPIRATION. Standard Adult Local Monthly Passes and Standard Adult Premium Monthly Passes shall be recognized as full fare for Authorized Services for one calendar month. Voucher Passes shall be recognized as full fare for Authorized Services for one year from the date of issue.

2.7 PASS ADMINISTRATION, SALE, AND DISTRIBUTION. Administrator is responsible for the marketing, promotion, sale, distribution, and management of Passes to Authorized Users as well as the collection of payments from Authorized Users for Passes. Each Authorized User is eligible to have one active Pass at any time. In the event an Authorized User fails to pay for a Pass, Administrator shall deactivate the Pass by the third calendar day of the month of the non-payment.

2.8 PRE-AUTHORIZATION. The completed Pass Program Configuration Form is attached hereto as Exhibit "A" and is incorporated herein by reference. The parties hereby ratify the elections contained in the Pass Program Configuration Form and agree to be bound by the terms designated therein. All terms used in the Pass Program Configuration Form shall have the same meaning as used in this Agreement.

2.9 PURCHASE PRICE AND PAYMENT.

2.9.1. UTA agrees to sell and Administrator agrees to purchase Standard Adult Local Monthly Passes and Standard Adult Premium Monthly Passes from UTA at a twenty percent (20%) discount off the standard price for such Passes as advertised on UTA's website. Administrator agrees to further discount the Passes an additional thirty percent (30%) and sell UTA's Passes to Authorized Users at a fifty percent (50%) discount off the cost of the Passes as advertised on UTA's website. Dollar amounts owed under this Agreement shall be rounded to the nearest \$1.00. UTA reserves the right to change the price for its Passes at any time in its sole discretion. UTA shall give Administrator sixty (60) days' advance written notice of any price increase. The percentage discounts set forth in this Paragraph shall remain in effect regardless of any variation in Pass price.

2.9.2 In addition to the Standard Adult Local Monthly Passes and Standard Adult Premium Monthly Passes, UTA agrees to sell and Administrator agrees to purchase an Annual Voucher Pass. The Annual Voucher Pass shall be visually similar to the Monthly Local Pass, with the additional word "Voucher" in the card's artwork. Voucher Passes shall be recognized for 365 days from date of issue. The Voucher shall be issued to low income participants in exchange for a State of Utah voucher. UTA shall invoice the Administrator, and the Administrator shall invoice the State of Utah for the cost of Voucher Passes.

2.9.3 As of the date of this Agreement, the amount owed to UTA by Administrator for the sale of each Standard Adult Local Monthly Pass shall be \$67.00 per month. Of that \$67.00, Administrator shall pay \$25.00, and each Authorized User shall pay \$42.00, which amount shall be collected by Administrator. For the sale of each Standard Adult Premium Monthly Pass, the

amount owed to UTA by the Administrator shall be \$158.00 per month. Of that \$158.00, Administrator shall pay \$59.00, and each Authorized User shall pay \$99.00. For the Voucher Pass, the amount owed to UTA by the Administrator shall be \$360.00. These amounts may increase or decrease based on the cost of the Passes as described in Paragraph 2.9.1.

2.9.4 On the last Saturday of each month, UTA shall run an Active Card Report. On a monthly basis, UTA shall invoice Administrator \$67.00 for each Local Pass, and \$158.00 for each Premium Pass that is active on the last Saturday of the month as established by the Active Card Report. In addition, UTA shall invoice the Administrator \$360 for each annual Voucher Pass, in the month the Voucher Pass is issued. Administrator shall also pay the amount of \$67.00 for each Local Pass and \$158.00 for Premium Pass to UTA for each Pass that has accrued ten (10) or more Trips during the month even if the Pass does not appear on the Active Card Report. Administrator shall pay the amount invoiced within thirty (30) days of receipt of invoice.

2.9.5 Notwithstanding the provisions of 2.9.1, at Administrator's option, it may further discount the price it charges Authorized Users for Standard Adult Monthly Passes if it correspondingly increases the amount Administrator paid to UTA for each Standard Adult Monthly Pass. Administrator shall give UTA sixty (60) days' advanced written notice of any change in the amount Administrator will contribute and the corresponding change in the amount to be paid by the Authorized Users.

2.10 HANDLING OF PASSES/FARE MEDIA. Administrator shall not furnish, provide, assign, sell or resell, or otherwise transfer a Pass to any person who is not an Authorized User. Issuance records for each issued Pass will be maintained by Administrator. At all times during the term of this Agreement, Administrator must be able, upon reasonable request of UTA, to account for all Passes distributed to Administrator under this Agreement. The obligation under the preceding sentence shall include: (a) Administrator being able to identify the unique identification number of each issued Pass and the corresponding person issued such Pass; (b) Administrator being able to produce for inspection, upon request during regular business hours, any Passes delivered to Administrator that have not been issued to an Authorized User; and (c) Administrator being able to identify, by number, any Passes identified as lost or stolen for which replacement Passes have been issued. UTA maintains the right, upon reasonable notice, to inspect during regular business hours, all records maintained by Administrator in connection with this Agreement at all times during the term of this Agreement and for a period of one year after the expiration or termination of this Agreement.

2.11 CONFISCATION OF PASS/UNAUTHORIZED USE OF PASS. UTA has the right to confiscate a Pass at any time (without notice to the Administrator) from any person who UTA reasonably believes is not an Authorized User. UTA has the right to confiscate any Pass 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. Administrator shall not re- issue or replace a Pass confiscated by UTA so long as UTA informs Administrator of the confiscation of the Pass. 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 three (3) business days; (b) the Administrator falsely certified to UTA the name of a person who is not an Authorized User; or (c) the unauthorized use resulted from Administrator's acts or omissions or misconduct. UTA shall have the right to confiscate any and all Passes or electronic fare cards if UTA believes that the information provided has been falsified, or a Pass has been given by the Administrator or its authorized representatives to a person who is not an Authorized User.

2.12 ISSUANCE OF PASSES. Administrator shall be solely responsible for issuing Passes to Authorized Users.

2.13 COST FOR LOST, REPLACEMENT OR STOLEN PASSES. At its discretion, Administrator may charge a card replacement fee to Authorized Users.

2.14 NON-TRANSFERABLE. A Pass is not transferable to any other Authorized User, a member of the Authorized User's household, or any other person.

2.15 DELIVERY OF PASSES. Inactive Passes shall be furnished to Administrator's representative at its primary address listed below on a monthly basis, or as often as needed, for issuance to Authorized Users.

2.16 SECURITY TERMS. Administrator agrees to be responsible for all Passes delivered to Administrator by UTA and to treat unissued Passes with the same care and safeguards as cash. Administrator agrees to pay any expenses of UTA in deactivating and/or replacing the unissued Passes and pay any fees associated with the use of the unissued Passes, whether occasioned by loss, theft or forgery. UTA agrees that if a receipt is presented to Administrator by an Authorized User, a Pass can be re-issued using the UTA Partner Web Application, unless the Pass was confiscated by UTA.

2.17 RECONCILIATION. Administrator shall cooperate with and permit UTA to examine the unissued Passes distributed to Administrator and to inspect and reconcile all records and accounts pertaining to this Agreement on a monthly basis, if requested, during regular business hours.

2.18 PROMOTION AND ADVERTISING. The parties shall work together in good faith to develop an overall marketing strategy for the sale of Passes. Administrator shall be responsible for promoting, advertising, and direct marketing for Passes, as well as educating its residents and Authorized Users regarding the use of Passes. UTA shall supply supplemental marketing for the Pass on its website, social media, and its other marketing efforts as appropriate.

2.19 TERMINATION OF AGREEMENT. Either Party may terminate this Agreement at any time for any reason by giving sixty (60) days' written notice of its intent to terminate the Agreement. Upon termination, Administrator shall make an accounting and reconciliation as described in Paragraph 2.17, if requested by UTA.

2.20 THIRD PARTY INTERESTS. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

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

2.22 ENTIRE AGREEMENT. This Agreement and the Exhibits attached hereto contain the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreement or special arrangements contrary to or in addition to the terms and condition as stated herein. This Agreement also supersedes any and all other agreements or contracts, whether oral or written, between the parties with respect to the subject matter hereof.

2.23 INTENT TO BE LEGALLY BOUND. The undersigned parties have duly caused this Agreement to be executed, and the signatories are duly authorized by his or her respective governmental entity to execute this Agreement.

2.24 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.

2.25 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.

2.26 PRIVACY. UTA shall not disclose Authorized Users' personal information or travel data to Administrator, except as required by law.

2.27 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 or at such other address or addresses as each may hereafter designate in writing. Notices shall be deemed effective and complete at the time of receipt, provided that the refusal to accept delivery shall be construed as receipt for purposes of this Agreement.

If to UTA: Kensey Kunkel
669 West 200 South
Salt Lake City, UT 84101
Tel: (801) 741-8806
E-mail: kkunkel @ rideuta.com

If to Administrator:
Blake Perez
Salt Lake City Division of Transportation
349 South 200 East, Suite 150
Salt Lake City, Utah 84114
Tel: 801-801-596-7433
E-mail: blake.perez@slcgov.com

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

2.28 NO WAIVER OF IMMUNITY. Both Administrator and UTA are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by either UTA or Administrator of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other

party or any third party and nothing in this Agreement shall be so interpreted or construed.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

UTAH TRANSIT AUTHORITY:

ADMINISTRATOR:

Salt Lake City Corporation, a Utah Municipal Corporation

Date
By: Steve Meyer
Interim Executive Director

Jackie Biskupski
Date June 25, 2019
By: Jackie Biskupski
Mayor

Date
By: Robert K. Biles
Chief Financial Officer

Approved As To Form:
Megan D. Paul
Date 6/18/19
Senior City Attorney

Approved As To Form:

Michael Bell
Date 6/18/19
Michael Bell
Assistant Attorney General
Counsel for UTA

Attest:

CITY RECORDER

Exhibit A

Pass Program Configuration Form

Ala. Authorized UTA Services

Standard Adult Local Pass. The Standard Adult Local Pass shall be valid for regular fare bus routes, TRAX light rail, and Streetcar light rail. The Standard Adult Local Pass shall not be valid on Ski Service, Paratransit Service, Special Services, Park City-Salt Lake City Connect Service, express bus routes, and FrontRunner commuter rail service.

Standard Adult Premium Pass. The Standard Adult Premium Pass shall be valid for regular fare bus routes, TRAX light rail, and Streetcar light rail, express bus and Front Runner commuter rail. The Premium Pass shall not be valid on Ski Service, Paratransit Service, Special Services, Park City-Salt Lake City Connect Service, or any other special service.

Voucher Pass. The Voucher Pass shall be valid for regular fare bus routes, TRAX light rail, Streetcar light rail, express bus, and FrontRunner commuter rail. The Voucher Pass shall not be valid on Ski Service, Paratransit Service, Special Services, Park City-Salt Lake City Connect Service, or any other special service.

A2a. Form of Passes

- X UTA-Printed Passes: Requires completion of Section A2b, Table 1 "Initial Pass Order" below.

Administrator-Printed Passes

A2b. Initial Pass Order Quantity and Price

Printed Pass Product	Electronic Fare Card	Quantity (Total Authorized User Count)
HIVE 2.0 Standard Adult Local Pass		
HIVE 2.0 Standard Adult Premium Pass		
HIVE 2.0 Voucher Pass		

A3. Administrator Personnel

UTA will be contacting the following Authorized User(s) to set up logins for UTA web interface purposes. List of Authorized Users who need access for card replacements and card lookups:

First & Last Name Email Address

Randy Buckley Randy.Buckley@slcgov.com
Rob Hughes Rob.Hughes@slcgov.com
Philip Lynch Philip.Lynch@slcgov.com
Marisela Alvarado Marisela.Alvarado@slcgov.com
Mandy Heywood Mandy.Heywood@slcgov.com

Julianne Sabula	julianne.sabula@slcgov.com
Amy Pufahl	Amy.Pufahl@slcgov.com
Cherise Vernon	cherise.vernon@slcgov.com
Ashlee Sprouse	Ashlee.Sprouse@slcgov.com
Blake Perez	Blake.Perez@slcgov.com
Cris Jones	cris.jones@slcgov.com

Detailed Contract Description & Purpose

Board Review Date: 7/10/2019

Document Type: Other

Action Requested: Motion to approve the memorandum of understanding

Criteria: Contract is > \$1,000,000

Contract Title: MOU for Tooele Bus
Storage Facility

Contract # NA

Project Manager: Grey Turner

Contract Administrator: NA

Impacted Areas: Tooele

Included in budget? Yes

Procurement method:

Contractor: UDOT/FTA

FTA/UDOT Funds \$ 1,406,000

Sole-Source Reason: N/A

Required Match (UTA Funds) \$ 351,500

Additional Funds (UTA) \$ 471,524

Total MOU Budget \$ 2,229,024

Contract term (Months) TBD

MOU Start Date When signed

Contract options (Months) TBD

MOU End Date With Executed
Formal Agreement

General Description & Purpose:

- UTA through UDOT (Utah Department of Transportation) was selected in 2017 to receive Fiscal Year 2020 FTA (Federal Transit Administration) Bus and Bus Facilities grant funding in the amount of \$1,406,000 to purchase and renovate the Tooele Bus Storage Facility (UTA leased the building for 9 years prior to the sale). 5339(b) Rural Funding is required to be a pass through via UDOT. The FTA grant also requires matching funds (which are provided by UTA capital project funds in the amount of \$351,500.00. UTA will also provide \$471,524 in additional matching funds.
- The building was purchased December 2018 and UTA is getting ready to release an RFP for the design of the renovation work.
- Before UTA can proceed with the RFP, UDOT is requiring that we have a MOU in place to identify what the grant funding will pay for and what the UTA required match and additional match will pay for.
- The MOU was requested by UDOT to make clear to both parties the budget restraints and assumed risk by UTA (the funding is dependent on Federal Apportionments being made available in 2020).
- Funding cannot be reimbursed until the 2020 funds have been apportioned by FTA.
- UTA has pre-award authority under the FTA regulations of 5339(b) and the FAST Act to proceed with the purchase and renovation.
- The project costs are included in the UTA capital budget.

Attachments:

UTA_2020_Funding Award & MOU UDOT & UTA



CONTRACT ROUTING SHEET

CONTRACT SECTION

- 1) Contract/P.O. No. TBD (Assigned by Purchasing) Contract Administrator: TBD
 Project Manager: Grey Turner
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Option F. Other _____ G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification)
 RFP (Best-value) Sole source Other: For Information
- 4) Contract Title MOU Between UDOT and UTA - Tooele Facility
- 5) Description / Purpose (of contract or project) To identify what the awarded grant funds are paying for
- 6) Contractor Name NA
- 7) Effective Dates Beginning: NA Ending: NA
- 8) Option to renew? Yes No Renewal terms NA

FINANCIAL SECTION

- 9a) Current Contract Value: Total \$2,229,024 \$1,406,000 Federal, \$351,500 Required Match
- 9b) Amendment Amount: NA
- 9c) New Contract Value (including all amendments) NA
- 9d) Is the amount an estimate? Yes No
 (Estimate if per transaction cost)
- 9e) If estimated, how was the estimate calculated? [Redacted]
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code [Redacted] Capital Project Code [Redacted]
- 12) Budgeted? Yes No Budget amount: \$2,450,000
- 13) Will this contract require support from another department? Yes No
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? Yes No

SIGNATURE SECTION

	Route to?	Initials	Print Name
Contract Compliance	<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>[Redacted]</u>	_____
AAG Legal Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>MB</u>	Michael Bell
Accounting Review	<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>[Redacted]</u>	_____
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>[Redacted]</u>	_____
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>PG</u>	Patti Garver
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>[Redacted]</u>	Mary DeLoretto
Up to \$100K Chief, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>[Redacted]</u>	Michael DeMers
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Wor</u>	Steve Meyer
Over \$200K Board Approval	<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>[Redacted]</u>	Approval Date

If Yes, route to the Sr. Supply Chain Manager for board meeting agenda and approval

Memorandum of Understanding

Between

Utah Department of Transportation

and

Utah Transit Authority

May 2019

This Memorandum of Understanding (“MOU”) sets for the terms and understanding between the Utah Department of Transportation (“UDOT”) and the Utah Transit Authority (UTA) to declare the use of Federal Transit Administration funds awarded by UDOT to UTA for use in the purchase and renovation of a bus facility in the rural area of Tooele County, Utah to be known as the Tooele Bus Facility (the “Project”). The Project will be constructed on the real property located at Building #659 Unit 2, Peterson Industrial Depot 90 South Garnet Street, Tooele UT 84704 (the “Property”).

Background

The UDOT administers rural area Federal Transit Administration grant funds for the rural portions of the state through an annual competitive application process. Funds for capital acquisition use are made available as an 80/20 federal/local match. In April 2017, UDOT awarded UTA rural transit funds in the amount of \$1,406,000 (FFY2020 FTA Section 5339) for the Project. The funds are reimbursable and will be made available by UDOT upon obtaining the grant funds. UDOT expects to obtain the grant funds during the FFY 2020.

Purpose

This MOU will serve to declare the process and activities UTA will comply with in order to purchase and renovate the Property utilizing UDOT rural transit funds. Only the programmed FTA transit funds awarded will be utilized for the Project, limited by the amount awarded through the UDOT Public Transit group. Through this MOU, UDOT and UTA agree to the process steps required of UTA in order for UTA to later be reimbursed with the federal funds for the Project in the amount of \$1,406,000.

Reporting

Staff from UTA will regularly contact UDOT staff to report, update and deliver electronic progress reports, necessary documents and materials concerning the Project. UTA will coordinate with UDOT on the Project regarding UDOT Project and FTA oversight needs for the awarded funds to determine reimbursement eligibility. State and federal regulations relating to real property acquisition and federal Transit Administration fund use apply. The Property is of unique historic nature and consideration, and UTA must obtain and comply with necessary federal clearances and conditions.

Activities deemed not eligible toward reimbursement:

- Administrative work performed prior to the UDOT award of Project funds
- Administrative work, development and documentation relating to NEPA process

Activities deemed eligible for reimbursement funding are (UTA will manage these activities):

- Purchase price of the facility
- Renovation/construction of the facility

Funding

This MOU is not a commitment of funds for the Project. FTA funds have been awarded by UDOT to UTA for the Project for the funding year FFY 2020 and are deemed available only when the UDOT has successfully obtained the grant funds through their application and award of funds from the Federal Transit Administration.

The table below shows Project costs and estimates to date.

The building has been purchased by UTA and will soon let a bid for the renovation/construction.

Tooele Facility	Total Project Cost	UDOT Participation Federal 5339 80%	Match from UTA 20%	Additional UTA Funds towards the project
Purchase	\$ 1,180,000	\$ 944,000	\$ 236,000	
Renovations (estimated cost)	\$ 1,049,024	\$ 462,000	\$ 115,500	\$ 471,524
Total	\$ 2,229,024	\$ 1,406,000	\$ 351,500	\$ 471,524

Funding Agreement

UDOT and UTA will enter into a funding agreement in the future declaring the pass-through FTA federal funds to be utilized toward the Project.

Duration

This MOU shall become effective upon signature by the parties' authorized officials. This MOU may be modified or terminated upon the mutual written approval of the parties' authorized officials. In the absence of the mutual written agreement by the parties' authorized officials, this MOU shall terminate when the parties enter into a funding agreement regarding the Project or upon thirty days' prior written notice by either party.

Indemnification

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

Contact Information

Any notice or demand to be given by one party to the other shall be given in writing to the following:

Partner name: Utah Department of Transportation
Partner representative: Tim Boschert & Ivan Hartle
Position: Public Transit Plans & Programs Director & Programming Director
Address: P.O. Box 143600, Salt Lake City, UT 84114
Telephone: Tim - 801-870-4770 & Ivan - 435-633-3553
E-mail: tboschert@utah.gov & ihartle@utah.gov

Partner name: Utah Transit Authority
Partner representative: Teresa Pickett
Position: Senior Procurement and Contracts Specialist
Address: 669 West 200 South, Salt Lake City, UT 84101
Telephone: 801-236-4754
E-mail: tpickett@rideuta.com

UTAH DEPARTMENT OF TRANSPORTATION

UTAH TRANSIT AUTHORITY

By: _____ Date: _____

By: _____ Date: _____

(Print Name)

(Title)

By: _____ Date: _____

UTAH DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____

(Print Name)

(Title)

Approved As To Form:

Michael L Bell

UTA Compliance Officer



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

SHANE M. MARSHALL, P.E.
Deputy Director

April 12, 2017

Jerry Benson
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101

RE: UDOT Application Process and 2020 Awards

Dear Mr. Benson:

The UDOT Public Transit Team has completed its application evaluation process for Federal fiscal years (FFY) 2020 funds. Applications submitted by your agency are tentatively approved for funding. Awards are pending final approval of the Utah State Transportation Improvement Plan (STIP), by the Utah Transportation Commission and the Federal Transit Administration. Approval is expected by fall 2017.

FFY 2020

Your agency was awarded:	<i>FTA Award</i>	<i>Local Match</i>
2020 5339 (Statewide) Capital (Facility)	\$1,406,000	\$351,500

You will be contacted after FTA Apportionments are announced and the funds obligated to confirm contract details and negotiate a final contract with scope and schedule. Should you have any questions regarding this award, please contact UDOT PTT. Contact information is located at: www.udot.utah.gov/main/f?p=100:pg:0:::1:T,V:3199.

If you have questions, please do not hesitate to give the UDOT PTT staff a call to discuss.

Sincerely,

Tim Boschert
Transit Plans and Programs Director

TB/ml

UTA Grant Review Go/No-Go Determination Decision Form

Grant Agency:	Department of Transportation	Due Date:	July 15, 2019		
Grant Title:	BUILD – Vineyard Station and Double Tracking				
Award Criteria:	Funds are for surface transportation infrastructure projects that will have a significant local or regional impact.				
Grant Lead:	Alma Haskell	Grant Prep Cost:	Staff Time, WSP - \$14K, Zions (BCA) - \$10K		
Project Mgr:	Grey Turner				
Chief Officer:	Eddy Cumins (Michael DeMers at time of submission of grant)				
Grant Team Members:	Grey Turner, Bruce Cardon, Kerry Doane, Patti Garver, Mary DeLoretto, Hal Johnson, Alma Haskell, Tracy Young.				
Proposed Project:	The proposed project includes Vineyard Station (\$3.5 million), Vineyard double tracking (\$11 million of which \$1M is ROW in-kind) and double tracking from Draper to South Jordan (\$22 million of which \$2M is ROW in-kind). We are also applying for wayfinding at Vineyard, Draper and South Jordan stations (\$486K).				
Project Benefits/ROI:	Vineyard station has received legislative support to be built. Double tracking is needed for the station to be operational. Double tracking along the corridor will improve reliability. Reliability is reduced when trains are delayed due to large passenger loads, equipment malfunctions or other incidents. Modifications to FrontRunner’s train control system in order to comply with federal Positive Train Control (PTC) requirements will further challenge reliability. Improvements to the FrontRunner system capacity, reliability and speeds could be made through additional double tracking, adding additional passenger cars to the trains and, ultimately, electrifying the system. Other financial benefits are also being considered for the required benefit cost analysis.				
Considerations:	All other double tracking priorities for FrontRunner corridor will be listed as future projects* in the application. This is a strategy to possibly allow the DOT the option of scaling the project if award funding is insufficient for Vineyard and Draper to South Jordan.				
Total Cost:	\$36,986,000	Grant Request:	\$25,000,000	Local Match:	\$11,986,000
Source of Local Match:	The legislature committed \$4 million in funding for Vineyard Station. Of this amount, \$3.5 million will be used as match (An estimated \$0.5 million will be expended for design before award selection and is ineligible for match). ROW will be an in-kind match of \$3 million. The remaining match amount of \$5,243,000 will need to be committed to by UTA; however, UTA will concurrently seek Transit Transportation Investment Funds (TTIF) funding through UDOT, legislative funding, and/or and SLCO 4 th Quarter Sales Tax as possible sources of match. If additional funding is received				

UTA Grant Review Go/No-Go Determination Decision Form

	from any of these other sources, UTA's commitment would be reduced accordingly.			
Annual O&M:	No additional funding will be needed for operating the trains. MOW will need more personnel for system and rail maintenance, estimated at \$100k - \$150k per year. MOW perform inspections twice a week on track and weekly on switches. Vineyard station annual O&M will be up to \$100,000/year, which includes snow removal, utilities, cleaning, repairs, etc.			
Cost Estimates	Preparer:	Matt Carter, GJ LaBonty, Dave Hancock	Reviewer:	Grey Turner
VPC group	Approval?	Y	Date:	6/4/2019

*Additional double track cost estimates: Woods Cross to Centerville \$14.3 million, Roy south 1.7 miles \$10.8 million, Kaysville to Layton \$15.3 million



CONTRACT ROUTING FORM

Department *

Existing Contract? Yes

New Contract Number

Contract Section

Procurement

Board Review Date *

Document Type *

Requisition #

Please upload the contract or requisition here *

Contract Title *

Contractor Name *

Description / Purpose *

Contract Administrator *

Project Manager *

Base Contract Effective Dates *

*

Contract Type *

Procurement Method *

Number of Responding Firms

\$ Value of Next Lowest Bidder

Base Contract Term (Months) *

Contract Options (Months) *

Option to Renew? * Yes No

Extension Start Date

End Date

Financial Section

Procurement

Existing Contract Value	Amendment Amount	New/total Contract Value *
\$ <input type="text"/>	\$ <input type="text"/>	\$ 1,300,000.00
Qty <input type="text"/>	Unit Price \$ <input type="text"/>	Annual/One-Time Value \$ 260,000.00

Attachment

Is the amount an estimate? * Yes No

How was the estimate calculated? *

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

Account Code * Capital Project Code

Funding Source * Budgeted? * Yes No

Budget amount * \$

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

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

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

Approval Section

Legal/Compliance Review *

Accounting Approval Needed? * Yes No

IT Approval Needed? * Yes No

Risk Approval Needed? * Yes No

Manager/Program Manager * Dir, Sr. Mgr, or RGM *

Chief * Executive Director *

Board Approval Required Board Approval Date 

Comments



CONTRACT ROUTING FORM

Department*

Existing Contract? Yes

Existing Contract Number*

Contract Section

Procurement

Board Review Date*

Document Type*

Requisition #

Please upload the contract or requisition here*

Requisition.pdf (/Forms/handlers/downloadattachm... 145.57KB X

Contract Title*

Contractor Name*

Description / Purpose*
Utah Transit Authority seeks to retain the services of a qualified financial institution to provide lease-purchase funding for capital equipment in 2019.

12 Year Lease Term - UTA desires financing for 10 buses for SLCO expansion in the approximate amount of \$5,190,000. This does not include any add-on equipment.

5 Year Lease Term - UTA desires financing for 30 Flex/Paratransit vehicles, and add-on equipment including Paratransit far boxes, radios, camera equipment, Flex/Paratransit electronic fare collection (EFC) equipment, bus cameras, radio in the approximate amount of \$2,730,000.00. This add-on equipment will have a typical useful life of approximately 5 years.

4 Year Lease Term - UTA desires financing for 45-55 Rideshare vans in the approximate amount of \$1,960,000. This amount may include any add-on equipment as necessary.

There is also \$550,000 included in the budget for 2019 lease interest.

Contract Administrator*

Project Manager*

Base Contract Effective Dates*

*

Contract Type*

Procurement Method*

Number of Responding Firms

\$ Value of Next Lowest Bidder

Base Contract Term (Months)*

Contract Options (Months)*

Option to Renew?* Yes No

Extension Start Date

End Date

Financial Section

Procurement

Existing Contract Value Amendment Amount New/total Contract Value*

Qty Unit Price \$ Annual/One-Time Value

Attachment

Is the amount an estimate?* Yes No

Requisiti... 14...

How was the estimate calculated?*

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

Account Code*

Capital Project Code

Funding Source*

Budgeted?* Yes No

Budget amount*

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

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

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

Approval Section

Legal/Compliance Review*

Accounting Approval Needed?* Yes No

Accounting Review*

IT Approval Needed?* Yes No

Risk Approval Needed?* Yes No

Manager/Program Manager*

Dir, Sr. Mgr, or RGM*

Chief*

Executive Director*

Board Approval Required Board Approval Date

Comments

REQUISITION FOR PURCHASE-RSS

Requisition Number 6836 OU **Department** 5800 CHIEF FINANCE OFFICER

Requested By 1481555 Diaz, Emily
Request Date

Date 6/4/2019

Title 2019 Lease Funds

Justification UTA is seeking a Bank to lease funds for all 2019 Paratransit, Vanpool and Buses. The terms and amount are as follows:

12 Year Lease Term

UTA desires financing for 10 buses for SLCO expansion in the approximate amount of \$5,250,000.00. This does not include any add-on equipment.

5 Year Lease Term

UTA desires financing for 30 Flex/Paratransit vehicles, and add-on equipment including Paratransit fare boxes, radios, camera equip, Flex/Paratransit EFC equip, bus cameras, radio and EFC equipment in the approximate amount of \$2,880,000.00. This add-on equipment will have a typical useful life of approximately 5 years.

4 Year Lease Term

UTA desires financing for 45-55 Rideshare vans in the approximate amount of \$1,960,000. This amount may include any add-on equipment as necessary.

Line	Description	Qty	UoM	Unit Price	Extended	Line Status	Account Number	Subledger-Type	Percent
1.000	2019 Lease Funds			.0000	5,250,000.00	Approved	1.22105.201912YR		100.0000
2.000	2019 Lease Funds			.0000	2,880,000.00	Approved	1.22105.20195YR		100.0000
3.000	2019 Lease Funds			.0000	1,960,000.00	Approved	1.22105.20194YR		100.0000
4.000	2019 Lease Interest			.0000	550,000.00	Approved	9900.55122.2019L		100.0000

Approval History

Process ID	Line No.	Approver Number and Name	Approver Action Taken	Date and Time Updated
656	Order Level	1455470 Biles, Robert	Approved	6/4/2019 193906
656	Order Level	4835 Meyer, William Steven	Approved	6/4/2019 215519



Fares

Board of Trustees Policy No. 4.1

Application: Board of Trustees

I. Purpose: The purpose of this policy is to establish and maintain an effective fare system for the Authority.

II. Definitions:

“Charter Service” is transportation provided by the Authority at the request of a third party for the exclusive use of a bus or van for a negotiated price.

“Complimentary Passes” are free passes granting access to the Authority’s transportation services.

“Complimentary Service” is free transportation service provided by the Authority for which no fares or operation costs are collected.

“Sponsored Fare” means transportation fares paid for in part or in full by a third party for service that is not Charter Service.

“Sponsored Service” means transportation service paid in part or in full by a third party for service that is not Charter Service.

III. Policy:

A. The Board of Trustees will evaluate and establish the Authority’s base fare rates in compliance with federal and state requirements.

B. The Executive Director will present the following to the Board of Trustees for approval:

1. Special fare rates including pilot programs, promotions, bulk fare purchases, period pass fare products, specially priced programs and products, and pre-paid fare products
2. Discounts to base fare rates
3. Market segments or groups that are exempt from fare payment
4. Adoption of new fare media and modifications to existing fare media
5. Requests for Charter Service
6. Requests for Sponsored Fare
7. Requests for Sponsored Service
8. Requests for Complimentary Service

C. The Executive Director will provide notice to the Board of Trustees of the following:

1. The status of Education Pass negotiations with public colleges and universities

- 2. The status of negotiations for bulk pass purchases over \$200,000
- 3. Requests for complimentary passes that exceed \$5,000
- 4. Fare suspensions or reductions resulting from a declared emergency

D. The Board of Trustees may delegate approval authority under this Policy to a designee.

IV. Cross References: 49 U.S. Code §5307; 42 U.S. Code §12101 et seq.; 49 CFR Part 604; 49 U.S. Code §5323(d); FTA Circular 4703.1; Americans with Disabilities Act; Public Transit District Act; UTA Policy 4.2.1 – Emergency and Disaster Preparedness.

Revision/Review History:

Local Advisory Council Review	Board of Trustees Review	Resolution	Action

DRAFT

REQUEST FOR RECORDS Government Records Access & Management Act (GRAMA) Request

UTA FEE SCHEDULE

(Approved May 25, 2016)

1. **Reviewing a record to determine whether it is subject to disclosure:** No Charge unless the quantity of subject records is extraordinary.
2. **Inspection of record:** No Charge to requesting person unless records must be produced from a proprietary secure electronic database.
3. **Copies for media:** The Authority may fulfill a record request for an employee or representative of the print or electronic media demonstrating proper credentials within 5 working days of the request. If the request is voluminous, extra time may be required. Standard copying fees will be charged.
4. **Impecunious:** The Authority to fulfill a record request for Persons without charge when the person making the request: 1) Files a sworn written affidavit with the Authority stating that the person is impecunious and cannot pay the fee or charge; 2) the person making the request is the real party in interest; and 3) that the request is not for a large or voluminous quantity of records; and 4) the request does not require more than 30 minutes of staff time to assemble records responsive to the request.
5. **Government Entity:** The Authority may waive the charging of a fee when the requesting person is another governmental entity or quasi-governmental entity with whom the Authority follows the practice, has a policy, or an agreement to waive similar fees on documents requested by the Authority.
6. **Records and associated fees:**

Cost*	Description
.50 per page	8 ½" x 11" black and white page of copy
\$1.00 per page	8 ½" x 11" color copy
\$1.00 per page	11" x 17" black and white page of copy
\$2.00 per page	11" x 17" color copy
\$1.00 per page	Faxing documents
Staff hourly rate	If research or preparation of information is required (such as redaction, pixilation, voice alterations), exceeding 15 minutes of time, an hourly charge is assessed. The hourly rate will depend upon the lowest hourly rate of the employee with proper security clearance required to perform the task. <i>See Utah State Code §63G-2-203(2) et. Seq.</i>
Actual cost of reproduction plus staff time to produce	Oversized copy and/or graphics
Standard U.S. Postage Rates	Standard U.S. Postage Rates will apply to all requests.
\$2.00	Per certification, if the record is required to be certified.
\$15.00	Transit Police Report Request: Transit Police Reports primarily contain information classified as private. Secondary classifications may exist depending on the record content. Transit Police Reports will only be provided to the subject of the record, or individuals or entities provided an <u>original notarized release</u> from the subject of the record specifically allowing UTA to provide the private information. Additional fees may apply.
\$20.00	Video: Additional editing (redaction, pixilation, voice alterations) fees may apply.
\$20.00	Per USB or Thumb Drive, plus staff time to scan the records to electronic format if necessary.
\$25.00	Archived records retrieval, for retrieval of record(s) from a Records Retention Center or other storage location removed from the place of business of the department or division, which maintains the record(s).

*If costs associated with the request are anticipated to exceed \$50.00, pre-payment for the requested documents will be required. If the pre-payment amount exceeds the actual cost of producing the records, a refund of the amount difference will be generated. Additionally, if a requestor has not properly paid for previously received materials, the Authority will hold the current request until the outstanding payment is full for the prior requests is received, pursuant to Utah State Code §63G-2-203(8) et. Seq.

If records are copied at a bonded copy center, the actual cost of copying the document will be charged rather than the published rate above. This option is only available for records classified as "public" that are not subject to Federal regulations mandating the records be maintained on the Authority premises at all times.

REQUEST FOR RECORDS Government Records Access & Management Act (GRAMA) Request

UTA FEE SCHEDULE

(Approved)

1. **Reviewing a record to determine whether it is subject to disclosure:** No Charge unless the quantity of subject records is extraordinary.
2. **Inspection of record:** No Charge to requesting person unless records must be produced from a proprietary secure electronic database.
3. **Copies for media:** The Authority may fulfill a record request for an employee or representative of the print or electronic media demonstrating proper credentials within 5 working days of the request. If the request is voluminous, extra time may be required. Standard copying fees will be charged.
4. **Impecunious:** The Authority to fulfill a record request for Persons without charge when the person making the request: 1) Files a sworn written affidavit with the Authority stating that the person is impecunious and cannot pay the fee or charge; 2) the person making the request is the real party in interest; and 3) that the request is not for a large or voluminous quantity of records; and 4) the request does not require more than 30 minutes of staff time to assemble records responsive to the request.
5. **Government Entity:** The Authority may waive the charging of a fee when the requesting person is another governmental entity or quasi-governmental entity with whom the Authority follows the practice, has a policy, or an agreement to waive similar fees on documents requested by the Authority.
6. **Records and associated fees*** (See Utah State Code §63G-2-203(2) et. Seq.):

Cost	Description
	Staff Time
1. Staff hourly rate	If research, manipulation, or preparation of information is required (such as redaction, pixilation, voice alterations), exceeding 15 minutes of time, an hourly charge is assessed. The hourly rate will depend upon the lowest hourly rate of the employee with proper security clearance required to perform the task.
2. Actual cost of reproduction plus staff time to produce	Oversized copy and/or graphics
3. \$25.00	Archived records retrieval, for retrieval of record(s) from a Records Retention Center or other storage location removed from the place of business of the department or division, which maintains the record(s).
	Police Records
4. \$15.00 – additional fees may apply. See staff time.	Transit Police Reports and copies of Citations: Transit Police Reports will only be provided to the subject of the record, or individuals or entities providing an <u>original notarized release</u> from the subject of the record specifically allowing UTA to provide the private information.
	Electronic Records
5. \$25.00 – additional fees may apply. See staff time.	Video
6. \$20.00 – additional fees may apply. See staff time.	Per USB or Thumb Drive, plus staff time to scan the records to electronic format if necessary.
	Physical Copies of Records
7. .50 per page	8 ½" x 11" black and white page of copy
8. \$1.00 per page	8 ½" x 11" color copy
9. \$1.00 per page	11" x 17" black and white page of copy
10. \$2.00 per page	11" x 17" color copy
11. \$1.00 per page	Faxing documents
	Other Items
12. Postage Rates	Standard U.S. Postage Rates will apply to all requests.
13. \$2.00	Per certification, if the record is required to be certified.

*If costs associated with the request are anticipated to exceed \$50.00, pre-payment for the requested documents will be required. If the pre-payment amount exceeds the actual cost of producing the records, a refund of the amount difference will be generated. Additionally, if a requestor has not properly paid for previously received materials, the Authority will hold the current request until the outstanding payment is full for the prior requests is received, pursuant to Utah State Code §63G-2-203(8) et. Seq.

*If a record has been previously provided to the requester, we are not required to fill requests for records that have already been provided, pursuant to Utah State Code §63G-2-201(1)(b)(i).

*If records are copied at a bonded copy center, the actual cost of copying the document will be charged rather than the published rate above. This option is only available for records classified as "public" that are not subject to Federal regulations mandating the records be maintained on the Authority premises at all times.

Utah Cities & Counties Record Fee Schedules

City	B/W	Color	11x17 B/W	11x17 Color	Fax	Staff hourly rate	Oversize copy	Postage	Certification	Police report	USB	CD	Archived Records Retrieval	Special instructions
Murray City	\$0.10					\$10.00	\$5.50							first 15 minutes fee
Draper	\$0.15	\$0.15				\$30.00					\$0.10			
Heber	\$0.20				\$2.00	\$15.00				\$10.00	\$30.00			
Herriman	\$0.20	\$0.40	\$0.45	\$0.45		\$50.00			\$5.00		\$30.00	\$1.50		no charge for first 1/2 hour
Riverton	\$0.10	\$0.20	\$0.20	\$0.20		actual labor cost						\$2.00		
SLC	\$0.10	\$0.10				\$21.00			\$4.00		\$36.00 Redaction or \$25 Body Cam	\$12.25		first 15 minutes fee
SLCo	\$0.25	\$0.25	\$0.25	\$0.25	\$1.00	\$25.00	cost	current rate						first 15 minutes fee
South Jordan	\$0.25	\$0.25	\$0.25	\$0.25	\$2 to \$5	actual labor cost	7.00-12.00	\$2 to \$5			actual cost	\$5 to \$10		first 15 minutes fee
South SLC	\$0.25	\$0.25	\$0.50	\$0.50		\$15.00					\$20.00	\$10.00		
UTA	\$0.50	\$1.00	\$1.00	\$2.00	\$1.00	actual labor cost	actual cost	current rate	\$2.00	\$15.00	\$20.00		\$25.00	first 15 minutes fee
Washington Co	\$0.25	\$0.25	\$0.25	\$0.25		\$20.00			\$4.00			\$10.00		
West Jordan	\$0.25	\$0.25				actual labor cost			\$5.00			\$10.00		
ottonwood Heigh	\$0.25	\$0.40	\$0.25	\$0.40	\$1.00	actual labor cost	actual cost	2.00 plus postage	\$2.00			\$10.00		
Taylorsville	\$0.50					actual labor cost	actual cost	current rate		Murray City PD Fee		\$10.00		first 15 minutes free
Bluffdale	\$0.15	\$0.75				actual labor cost	40.00/hour	.25 plus current rate				\$2.00		
Holladay	\$0.15													
Layton	\$0.25					\$30.00			\$2.00					first 15 minutes free
Sandy	\$0.30					actual labor cost						\$5.00		
TOTALS	\$4.20	\$4.25	\$3.15	\$4.30	\$5.00				\$24.00	\$25.00	\$100.10	\$72.75	\$25.00	\$0.00
AVERAGES	\$0.26	\$0.39	\$0.45	\$0.61	\$1.00				\$3.43	\$12.50	\$17.50	\$6.97	\$25.00	

Utah Police and Sheriff Department Police report fees

Police/Sherriffs Department	Police report	Additional charges / Notes
Murray City	\$5.00	
Draper	\$10.00	
Heber	\$10.00	
Bountiful	\$10.00	
Clearfield	\$10.00	
Cedar City	\$5.00	\$.25 each additional page, Photographs - \$3 per page, 4 photos to a page
Farmington	\$5.00	*Photos additional \$15.00
American Fork	\$5.00	*\$20.00 Non residents
Herriman	\$10.00	\$1.00 additional pages
Riverton	\$10.00	*Riverton has not set a fee schedule for their PD as it is a new department. I would think prior it would have been Unified. They did say that their new Chief of Police will not want to charge victims of crime for reports.
SLC	\$10.00	\$.25 per page after 50 pages.
SLCo Sherriffs Department	\$5.00	
South Jordan	\$.25 per page	
South SLC	\$15.00	\$15.00 fee for each DI-9 accident report and \$10.00 for each nonreportable accident report
St. George	\$2.00	
Unified PD	\$10.00	*additional fees for these records
UTA	\$15.00	
Washington Co Sherriffs Department	\$5.00	
West Jordan	\$10.00	
Cottonwood Heights	\$10.00	*Photos are \$25.00
Taylorsville	\$10.00	*Via Unified PD
Bluffdale	\$13.00	*Photos are \$13.00
Holladay	\$10.00	*Via Unified PD
Layton	\$5.00	*After 10 pages, \$.25 per additional page. \$10.00 for up to 5 photos
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