

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

Wednesday, June 19, 2019, 9:00 a.m.
Utah Transit Authority Headquarters
669 West 200 South, Salt Lake City, Utah
Golden Spike Conference Rooms



1. **Call to Order & Opening Remarks** **Chair Carlton Christensen**
2. **Pledge of Allegiance** **Chair Carlton Christensen**
3. **Safety First Minute** **Sheldon Shaw**
4. **Public Comment Period** **Bob Biles**
5. **Approval of June 5, 2019 Board Meeting Minutes** **Chair Carlton Christensen**
6. **Agency Report** **Steve Meyer**
 - a. Direction or Authorization to Proceed –
Depot District Phase 2
7. **R2019-06-01 Resolution Adopting Amended Bylaws, Board Policies, and Rescinding Previous Board Policies** **Lisa Bohman**

This resolution adopts amended bylaws and new board policies (listed below) and rescinds all previous board policies except for those related to fares.

 - a. *Board Policy 1.1 Process for Establishing Board Policies*
 - b. *Board Policy 1.2 Ethics*
 - c. *Board Policy 2.1 Financial Management*
 - d. *Board Policy 2.2 Contract Authority and Procurement*
 - e. *Board Policy 3.1 Advertising and Naming*
 - f. *Board Policy 3.2 Service Planning Implementation*
 - g. *Board Policy 3.3 Capital Development Project Implementation*
 - h. *Board Policy 4.2 Public Records*
 - i. *Board Policy 5.1 Transit-Oriented Development*
 - j. *Board Policy 5.2 Real Property*
8. **R2019-06-02 Approving Amendment of the Authority's 2019 Budget** **Bob Biles**

9. Contracts, Disbursements and Grants

- a. Contract: Bridge Inspections (HDR Engineering) Eddy Cumins
- b. Contract: Corporate Sponsorship Consulting
(The Superlative Group) Nichol Bordeaux
- c. Change Order: Depot District Phase 2 (Big D) Michael DeMers

10. Other Business

- a. Next meeting: June 26, 2019 at 9:00 a.m.

Chair Carlton Christensen

11. Closed Session

- a. Strategy session to discuss pending or reasonably imminent litigation.
- b. Strategy session to discuss collective bargaining
- c. Discussion of the character, professional competence, or physical or mental health of an individual.

Chair Carlton Christensen

12. Adjourn

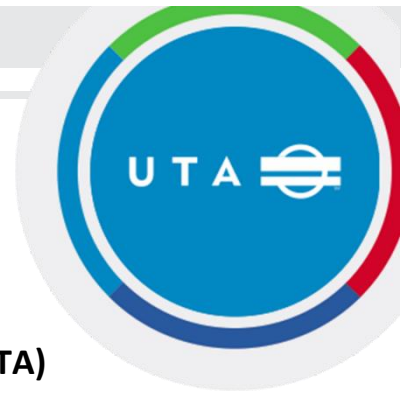
Chair Carlton Christensen

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.

**You don't have eyes on the back of your head,
be aware of your surroundings.**





**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 5, 2019**

Board Members Present:

Carlton Christensen, Chair
Beth Holbrook
Kent Millington

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

Call to Order, Opening Remarks, and Pledge of Allegiance. Chair Christensen welcomed attendees and called the meeting to order at 9:02 a.m. Following Chair Christensen's opening remarks, the board and meeting attendees recited the Pledge of Allegiance.

Safety First Minute. Chair Christensen yielded the floor to Sheldon Shaw, UTA Safety Manager, for a brief safety message.

Public Comment Period. Public comment was given by Suzanne Stensaas. Ms. Stensaas requested shuttle service from the Stadium Station to the Museum of Natural History, Red Butte Garden, Heritage Park, and Hogle Zoo. She also suggested providing free transit to students from 7:00-9:00 a.m. and 3:00-6:00 p.m. on school days.

Approval of May 29, 2019 Board Meeting Minutes. A motion to approve the May 29, 2019 Board Meeting Minutes was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

Agency Report. Mr. Meyer shared that the Main Street state of good repair construction project is complete and the TRAX system is providing regular service in the area. He also indicated the pension study required by the Utah State Legislature is in process. Mr. Meyer then introduced Michael DeMers, who is joining the UTA executive team as the Chief Service Development Officer. Discussion ensued. A question on the actual completion time versus projected completion time on the Main Street project

was posed by the board and answered by Mr. Meyer. Trustee Millington noted that the announcements about the construction are still being made on FrontRunner trains and should be discontinued.

Financial Report. Bob Biles, UTA Chief Finance Officer, reviewed the monthly financial report, including the April 2019 dashboard, sales tax collections, expense variance by mode, and expense variance by type. Discussion ensued. Questions on fare revenue, volatility of fuel costs, and potential need for budget adjustments were posed by the board and answered by Mr. Biles. Mr. Biles committed to provide an analysis on fare revenue and volatility in pricing on compressed natural gas with the next financial report.

Change Orders, Disbursements, and Pre-Procurements.

Change Order: Employer Health Insurance (PEHP). Kim Ulibarri, UTA Chief People Officer, summarized the change order, which funds the third year of a five-year contract with PEHP for health insurance for UTA employees. Discussion ensued. A question on cost for the two plans available to employees was posed by the board and answered by Ms. Ulibarri.

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

Change Order: Employer Health Insurance (Select Health). Kim Ulibarri, UTA Chief People Officer, summarized the change order, which funds the third year of a five-year contract with Select Health for health insurance for UTA employees. Discussion ensued. A question on the health benefits included in the collective bargaining agreement was posed by the board and answered by Ms. Ulibarri.

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

Change Order: TIGER Phase 2 Amendment 8 – Midvale Crosswalk Improvement (Granite Construction). Eddy Cumins, UTA Chief Operating Officer, was joined by Heather Bening, UTA Project Manager II. Mr. Cumins summarized the change order, which authorizes construction of a new signalized crosswalk in Midvale City. The crosswalk improvement project is part of the Transportation Investment Generating Economic Recovery (TIGER) program of projects. Discussion ensued. A question on progress in the program of projects compared with the program budget was posed by the board and answered by staff.

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

Disbursement: Light Rail Inventory (Siemens). Mr. Biles was joined by Jeff LaMora, UTA Light Rail General Manager. Mr. Biles described the disbursement, which authorizes payment on invoices generated as part of UTA's supply chain forecasted inventory strategy for light rail parts. Discussion ensued. Questions on the practicality of seeking board approval prior to the purchase of parts and applied use of certain parts were posed by the board and answered by staff.

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

Pre-Procurement: Meadowbrook Building 8 Paint Booth Remodel. Mr. Meyer was joined by Mr. Cumins. Mr. Meyer indicated the paint booth located at Meadowbrook Building 8 requires remodeling and said the agency will be releasing a request for proposals (RFP) on this project. Discussion ensued. Questions on which buses will be using the paint booth and the building space needed for the booth were posed by the board and answered by Mr. Meyer.

Discussion Items.

Salt Lake County 4th Quarter Allocation. Mr. Meyer delivered a presentation on proposed plans for Salt Lake County 4th quarter implementation, including bus service improvements, timeline, phasing, and revenue estimates. Discussion ensued. Questions on sales tax percentages, completion date for the Depot District bus maintenance facility, service choices for extended hours of service, and state of good repair allocations were posed by the board and answered by Mr. Meyer.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, June 19, 2019 at 9:00 a.m.

Closed Session. Chair Christensen indicated there were matters to be discussed in closed session relative to 1) collective bargaining strategy and 2) the character, professional competence, or physical or mental health of an individual. A motion to move into closed session was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously and the board entered closed session at 10:01 a.m.

Open Session. A motion to return to open session was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously and the board returned to open session at 11:15 a.m.

Adjournment. The meeting was adjourned at 11:16 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/538045.html> for entire content.

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

UNAPPROVED

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY ADOPTING AMENDED BYLAWS, BOARD POLICIES, AND
RESCINDING PREVIOUS BOARD POLICIES**

No. R2019-06-01

June 19, 2019

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

WHEREAS, the Board of Trustees adopts and amends bylaws and policies to provide leadership and governance to the Authority;

WHEREAS, on June 12, 2019, the Local Advisory Council reviewed the proposed amended Bylaws attached hereto as Exhibit A, and reviewed the following proposed Board policies attached as Exhibit B: 1.1 – Process for Establishing Board Policies, 1.2 – Ethics, 2.1 – Financial Management, 2.2 – Contract Authority and Procurement, 3.1 – Advertising and Naming; 4.2 – Public Records, and 5.2 – Real Property;

WHEREAS, the Board of Trustees previously adopted Executive Limitations Policy 2.1.4 – Service Planning Implementation, Ends Policy 1.4.2 – Capital Development Project Implementation, and Executive Limitations Policy No. 2.2.4 – Transit-Oriented Development;

WHEREAS, pursuant to recent revisions to the Transit District Act, the name of the Authority’s Local Advisory Board was changed to the Local Advisory Council;

WHEREAS, in keeping with its responsibility to provide leadership and governance to the Authority, the Board of Trustees desires to adopt the amended Bylaws attached hereto as Exhibit A and the policies attached as Exhibit B;

WHEREAS, the Board of Trustees desires to revise references to the Local Advisory Board, rename, and renumber the following policies as set forth in Exhibit C: 3.2 – Service Planning Implementation, 3.3 – Capital Development Project Implementation, and 5.1 – Transit-Oriented Development; and

WHEREAS, with the exception of Executive Limitations Policy No. 2.1.2 – Fare Discounts, Executive Limitations Policy No. 2.4.2 – Review of Rates and Charges for Service, and Executive Limitations Policy No. 2.1.7 – Pilot Programs and Innovative Services, the Board of Trustees desires to rescind all Board policies not included in Exhibits B and C.

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

1. That the amended Bylaws attached hereto as Exhibit A are adopted.

2. That the following Board policies attached hereto as Exhibit B are adopted: 1.1 – Process for Establishing Board Policies, 1.2 – Ethics, 2.1 – Financial Management, 2.2 – Contract Authority and Procurement, 3.1 – Advertising and Naming, 4.2 – Public Records, and 5.2 – Real Property.
3. That the following Board policies are revised, renumbered, and renamed as set forth in Exhibit C: 3.2 – Service Planning Implementation, 3.3 – Capital Development Project Implementation, and 5.1 – Transit-Oriented Development.
4. That, with the exception of Executive Limitations Policy No. 2.1.2 – Fare Discounts, Executive Limitations Policy No. 2.4.2 – Review of Rates and Charges for Service, and Executive Limitations Policy No. 2.1.7 – Pilot Programs and Innovative Services, all Board policies not included in Exhibits B and C are hereby rescinded.
5. That the Board of Trustees formally ratifies actions taken by the Authority, including those taken by the Interim Executive Director and staff, that are necessary or appropriate to give effect to this Resolution.
6. That the corporate seal be attached hereto.

Approved and adopted this 19th day of June 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

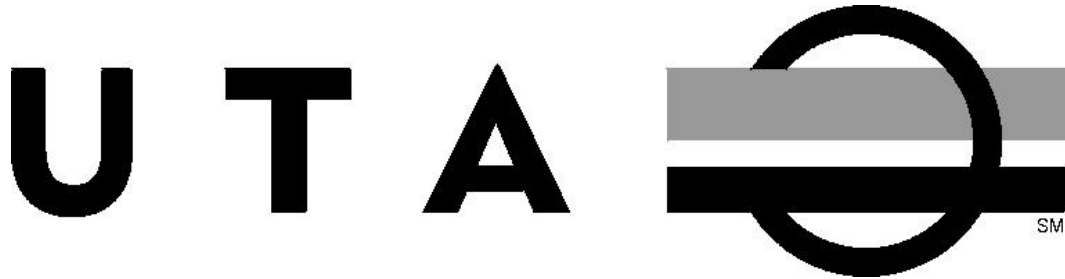
Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A



BYLAWS OF THE

UTAH TRANSIT AUTHORITY

Approved by Board of Trustees 11-28-2018
Draft May 21, 20192018-11-01

BYLAWS OF THE UTAH TRANSIT AUTHORITY

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Section 1. Creation.

The Utah Transit Authority (the “Authority”) was created pursuant to the Utah Limited Purpose Local Government Entities - Local Districts Act, Title 17B, Chapter One – and the Utah Public Transit District Act, Chapter 2(a), Part 8 of the Utah Code Annotated 1953, as amended (the “Act”), and is a public transit district organized under the laws of the State of Utah. The Authority is comprised of its Board of Trustees, which ~~shall~~may hereinafter be referred to as the Board and its appointees shall be referred to as Trustees; the Local Advisory ~~Board of Trustees~~Council, which shall hereinafter be referred to as the Advisory ~~Board~~Council and its appointees shall be referred to as Members; officers; management; and employees. It is a political subdivision of the State of Utah with those powers specifically granted in the Act and with implied powers necessary to carry out the objectives and purposes of a public transit district.

Section 2. Duties.

- A. Trustees and Members shall act in the best interest of the Authority and in accordance with the Constitutions and laws of the United States of America and the State of Utah, the Act, as well as adopted policies.
- B. Trustees and Members have a duty to exercise due care, to act with reasonable skill and diligence, and to perform the duties of their office honestly, faithfully, and to the best of their abilities.

C. Trustees and Members have a fiduciary duty to the entire transit district. They have a duty of loyalty and shall articulate and consider the interests of constituencies in the District and then take actions based on the best interest of the entire transit district.

D. Trustees, Members, and their alternates have a duty to complete an annual Financial Disclosure Report, sign an annual Code of Conduct, provide prompt disclosure of conflict of interests, and recuse themselves from discussing or voting on issues for which they have a conflict of interest.

E. Trustees and Members have a duty to comply with the State of Utah's Government Records Access and Management Act and to maintain records consistent with applicable retention schedules adopted by the Authority.

F. Trustees and Members have a duty to comply with the State of Utah's Public Officers' and Employees' Ethics Act.

G. Trustees and Members have a duty to maintain the confidentiality of non-public information obtained in their official capacities. They shall not disclose or improperly use non-public information for actual or anticipated personal, economic, or political gain, or for the actual or anticipated personal, economic, or political gain of any other person. They shall not rely on non-public information obtained in an official capacity to acquire a pecuniary interest in any property, transaction, or enterprise.

H. Each Trustee and Member shall report the business of the Authority to their appointing jurisdictions.

Section 3. Oath of Office.

The oath of office shall be given to all Trustees and Members before commencing the duties of the office.

Section 4. Indemnification.

Trustees and Members shall be defended by the Authority against any action, suit or proceeding arising from an act or omission alleged to have been committed within the scope of the individual's official capacity with the Authority to the full extent allowed by applicable law.

Section 5. Attendance.

Each Trustee and Member is expected to serve faithfully, attend all meetings and perform other assignments in compliance with Board of Trustees and Advisory ~~Board-Council~~ policies.

ARTICLE II — THE BOARD OF TRUSTEES

Section 1. Qualifications, Appointment, Number and Terms of Office.

The required number of Trustees, the terms of office, qualifications, and the process of appointment to the Board of Trustees, shall all be as set forth in the Act, as amended.

Section 2. Powers.

The Board of Trustees shall have the powers provided in the Act, these Bylaws, and other applicable law.

Section 3. Compensation.

The Advisory ~~Board-Council~~ shall set the compensation of the Board of Trustees.

Section 4. ~~Board-Officers.~~

The officers of the Board of Trustees shall consist of all Trustees of the Board, Secretary, Executive Director, Treasurer, Comptroller, and Internal Auditor.

Section 5. Appointment of ~~Board-Officers.~~

The ~~Board Chair~~ Chair of the Board of Trustees shall be appointed by the Governor of the State of Utah. The Board of Trustees shall appoint an Executive Director by an affirmative vote of a

majority of the Board of Trustees, as well as a Secretary, Treasurer, Comptroller, and Internal Auditor. Officers, with the approval of the Board Chair, may temporarily delegate their responsibilities to another Trustee or administrative staff during a short-term absence of the officer.

Section 6. Responsibilities of Officers.

A. Board Chair.

The Chair shall preside at all Board of Trustee meetings and all joint meetings of the Board and the Advisory ~~Board~~Council, set the agenda for Board of Trustee meetings in consultation with the other Trustees, coordinate the agenda for Advisory ~~Board~~Council meetings with the Advisory ~~Board~~Council Chair, and shall establish the duration and timing of public comment. The Chair shall also ensure the proper administration of the Utah Transit Authority Employee Retirement Plan and Trust Agreement.

B. Board Secretary.

The Secretary shall attest to all resolutions, ordinances, or orders passed by the Board of Trustees and shall ensure that all necessary documents are filed with appropriate entities.

C. Treasurer.

The Treasurer may be chosen from among the members of the Board of Trustees except that the Board Chair may not be appointed as Treasurer. The Treasurer shall serve as custodian of all money, bonds, or other securities of the Authority and, in consultation with the Advisory ~~Board~~Council, shall ensure that the Authority complies with the requirements of the State of Utah's Money Management Act.

D. Comptroller.

The ~~Controller~~Comptroller shall oversee the Authority's accounting and financial reporting.

E. Internal Auditor.

The Internal Auditor shall objectively review the Authority's key processes and related internal controls; evaluate and improve the Authority's risk management, control, and governance processes; and report assessment results and recommendations as required by the Act. The Internal Auditor shall also serve as the Authority's Ethics Officer and shall investigate complaints of ethical violations. The Audit Committee shall adopt a charter establishing the scope of the Internal Auditor's responsibilities and shall review it annually.

Section 7. Appointment of Staff.

The Board of Trustees shall hire qualified individuals, set salaries, and develop performance targets and evaluations for the Executive Director, Chief Internal Auditor, and any vice president/chief officer-level officer; the Chief Safety, Security, and Technology Officer; and the Chief People Officer.

Section 8. Removal of Officers.

Trustees shall serve at the pleasure of the Governor of the State of Utah. The Executive Director may be removed pursuant to the terms of the Act. All other officers serve at the pleasure of the Board of Trustees and may be removed by a majority vote.

Section 9. Voting Rights and Quorum.

Each Trustee may cast one vote on all questions, orders, resolutions, and ordinances coming before the Board. A majority of all Trustees constitutes a quorum for the transaction of Board of Trustee business. Except as otherwise provided in these Bylaws or applicable State law, a majority vote or more of a quorum is sufficient to carry any order, resolution, ordinance or proposition before the Board of Trustees.

ARTICLE III — THE LOCAL ADVISORY ~~BOARD~~COUNCIL

Section 1. Qualifications and Appointment.

The required number of Members, the terms of office, qualifications, and the process of appointment to the ~~Local~~ Advisory ~~Board~~Council (~~“Advisory Board”~~), shall all be as set forth in the Act, as amended.

Section 2. Powers.

The Advisory ~~Board~~Council shall have the powers provided in the Act, these Bylaws, and other applicable law.

Section 3. Compensation and Reimbursement.

Advisory ~~Board~~Council Members shall be compensated in compliance with Utah Administrative Code R25-5 Payment of Meeting Compensation (Per Diem) to Boards. Members shall be reimbursed for mileage associated with travel to official UTA meetings and functions at the Internal Revenue Service rate. Members shall be reimbursed at the State of Utah’s reimbursement rate for meals purchased when representing the Authority in their official capacity as Advisory Council Members.

Section 4. ~~Advisory Board~~ Officers.

The officers of the Advisory ~~Board~~Council shall consist of a Chair, Vice-Chair, and Second Vice-Chair. Officers, with the approval of the Advisory Council Chair, may temporarily delegate their responsibilities to another Member during a short-term absence of the officer.

Section 5. Election/~~Appointment of Advisory Board~~ Officers.

Members of the Advisory ~~Board~~Council shall nominate and elect a Chair, Vice-Chair, and Second Vice-Chair by majority vote from among that body.

Section 6. Term of Office ~~for Advisory Board Officers.~~

Officers of the Advisory ~~Board-Council~~ shall serve for a period of one year. The Advisory Council Chair may serve a maximum of two one-year terms.

Section 7. Duties ~~of Officers.~~

A. Advisory ~~Board-Council~~ Chair.

The Advisory ~~Board-Council~~ Chair shall preside at all Advisory ~~Board-Council~~ meetings. The Advisory ~~Board-Council~~ Chair shall ensure that the Advisory ~~Board-Council~~ carries out its duties under the Act and shall coordinate the agenda with the Board Chair to accomplish this end. The Advisory ~~Board-Council~~ Chair shall serve as the liaison with the Board.

B. Advisory ~~Board-Council~~ Vice-Chair.

In the absence of the Advisory ~~Board-Council~~ Chair, the Advisory ~~Board-Council~~ Vice-Chair shall carry out the duties of the Advisory ~~Board-Council~~ Chair.

C. Advisory ~~Board-Council~~ Second Vice-Chair.

The Advisory ~~Board-Council~~ Second Vice-Chair shall attest to all resolutions, ordinances, or orders passed by the Advisory ~~Board-Council~~.

Section 8. Removal from Office.

Advisory ~~Board-Council~~ Officers may be removed by a majority vote of the Advisory ~~Board-Council~~. Advisory ~~Board-Council~~ Members may be removed by a majority vote of the Advisory ~~Board-Council~~ for ethical violations or criminal conduct.

Section 9. Voting Rights and Quorum.

Each Member may cast one vote on all questions, orders, resolutions, and ordinances coming before the Advisory ~~Board-Council~~. A majority of all Members constitutes a quorum for the

transaction of Advisory ~~Board-Council~~ business. Except as otherwise provided in these Bylaws or applicable State law, an affirmative vote by fifty percent or more of a quorum is sufficient to carry any order, resolution, ordinance or proposition before the Advisory ~~Board-Council~~. A quorum is not required for the adoption of a motion to adjourn.

Section 10. Alternate ~~Board-Council~~ Member Representation.

Each appointing authority shall have the right to select alternative representatives (“Alternate”) to the Advisory ~~Board-Council~~ so that each appointing authority may be adequately represented. Each appointing authority desirous of selecting an Alternate shall do so in accordance with the procedures for selecting ~~Board-Council~~ Members. If the appointing authority’s Member is not present at a meeting of the Advisory ~~Board-Council~~ or a committee meeting, then a properly designated Alternate may participate in the meeting, make motions, count toward a quorum, and vote in matters before the Advisory ~~Board-Council~~. Alternates should take steps necessary to be fully informed on actions to be taken at meetings in which they represent their appointing authority.

ARTICLE IV — EXECUTIVE DIRECTOR

Section 1. Powers.

The Executive Director shall have all of the powers, duties, and responsibilities granted and imposed by the Act and those assigned by the Board of Trustees. In the event the position of Executive Director is vacant, an Interim Executive Director may be given an interim appointment by the Board of Trustees until the position can be filled.

Section 2. Compensation.

The compensation of the Executive Director shall be established by the Board of Trustees.

Section 3. Removal of Executive Director.

The removal of an Executive Director shall be governed by the Act.

ARTICLE V — COMMITTEES

Section 1. Committees.

The Board of Trustees may establish standing or ad hoc committees (“Committees”) deemed appropriate and shall designate their functions. Committees shall be established, amended or disbanded by adoption of a Board Resolution at a duly noticed Board of Trustees meeting. Committees shall meet as needed or as determined by the Board Chair and, once established, by the Committee chair. Members of Committees shall be appointed by the Board Chair and serve at the pleasure of the Board Chair.

Section 2. Committee on Accessible Transportation.

The Authority establishes an advisory committee on accessible transportation (“Committee on Accessible Transportation” or “CAT”) to offer recommendations to the Board of Trustees on accessibility issues related to the Authority’s facilities, equipment, routes, plans and programs. The CAT serves in an advisory capacity. It shall be governed and membership determined by a charter authorized and approved by the Board of Trustees that is consistent with its charge as an advisory committee to the Authority. The Board Chair shall appoint Members or Trustees to serve as liaison to the CAT.

~~Section 3. — Pension Committee.~~

~~—The Authority establishes a Pension Committee to manage the Utah Transit Authority Employee Retirement Plan and Trust Agreement (“Plan”). Representation on the Pension Committee shall comply with the Plan and applicable contractual obligations of the Authority.~~

Section ~~3~~4. Audit Committee.

The Authority establishes an Audit Committee to direct the Internal Auditor to conduct audits determined to be most critical to the organization and to hear ~~the results of those reports~~ from the

Internal Auditor and external auditors. The Audit Committee shall consist of the Board of Trustees, the Chair of the Advisory ~~Board~~Council, and the Vice-Chair of the Advisory ~~Board~~Council. The Chair of the Board of Trustees shall serve as the Chair of the Audit Committee. The Audit Committee shall function under the terms of an adopted charter, which it shall review annually.

ARTICLE VI — MEETINGS OF THE BOARD AND ADVISORY ~~BOARD~~COUNCIL

Section 1. Open and Public Meetings.

All meetings of the Board of Trustees, its Committees, and the Advisory ~~Board~~Council shall be open to the public and comply with the State of Utah's Open and Public Meeting Act.

Section 2. Meeting Schedule.

At the beginning of each fiscal year, the Board of Trustees and Advisory ~~Board~~Council shall establish a regular meeting schedule by resolution.

Section 3. Special Meetings.

The Chair of the Board of Trustees shall call Special Meetings of the Board of Trustees and joint Special Meetings of the Board of Trustees and Advisory ~~Board~~Council as necessary. The Chair of the Advisory ~~Board~~Council shall call Special Meetings of the Advisory ~~Board~~Council as necessary.

Section 4. Notice of Meetings.

Notice of all regular meetings, special meetings and emergency meetings of the Board of Trustees and Advisory ~~Board~~Council shall be by electronic means to Trustees and Members at electronic mail address as shown in the records of the Authority. Notice of emergency meetings shall be given to Trustees and Members at least twenty-four hours before the meeting, if possible. In the event twenty-four hour notice is not possible, each Trustee and Member shall receive the best notice which practicably can be given. Notice for emergency meetings may be oral, written, or electronic.

Notices of meetings shall contain the date, time, place, and an agenda for the meeting. Notice of meetings shall be posted on the Utah Public Notice Website.

Section 5. Minutes of Meetings.

Minutes of meetings shall be prepared and available to the public as required by the State of Utah's Open and Public Meetings Act.

Section 6. Electronic Attendance at Meetings.

A Trustee or Member may attend a meeting via electronic means if the Trustee or Member provides twenty-four hour advance notice to the applicable Chair. A Trustee or Member attending a meeting electronically shall be counted as present for purposes of a quorum and may fully participate and vote. Only one Trustee or Member is required to be physically present for meetings that other Trustees or Members attend electronically.

Section 7. Order of Business.

The business of all meetings of the Board of Trustees and Advisory ~~Board~~ Council shall be transacted as far as practicable in the order of business set forth in the agenda. At any meeting where a new Trustee and Member is to take the oath of office and be seated, such ceremony shall be conducted prior to the determination of a quorum.

ARTICLE VII — CONDUCTING BUSINESS

Section 1. Resolutions, Orders and Ordinances — Vote Recorded.

Each and every formal action by the Board of Trustees and Advisory ~~Board~~ Council shall be taken by the passage of a resolution, order or ordinance by the Board of Trustees or Advisory ~~Board~~ Council. Resolutions and ordinances shall be by roll call vote with each affirmative and negative vote recorded. Proposed resolutions and ordinances shall be forwarded to each Trustee and

Member by electronic means at least twenty-four hours before the ordinance is presented for adoption. All resolutions and ordinances passed by the Board of Trustees and Advisory Board Council shall be authenticated as soon as practicable after their passage by the signature of the applicable Chair and attested to by the Board Secretary or Advisory Board Council Second Vice-Chair, and kept in the official records of the Authority. A record of meetings of the Board of Trustees and Advisory Board Council shall be made and retained as provided by law.

Section 2. Adoption and Amendment of Bylaws.

These Bylaws may be adopted and amended by an affirmative vote by a majority of the Board of Trustees after consultation with the Advisory Board Council.

Section 3. Fiscal Year.

The fiscal year of the Authority shall commence on January 1 and end on December 31 of each calendar year.

Section 4. Principal Place of Business.

The principal place of business for the Authority, and the location of all offices and departments, shall be determined from time to time by the Board of Trustees. The Board Secretary shall publish the location of the principal place of business in the Government Entity Database maintained by the Division of Corporations of the State of Utah.

Section 5. Budget.

The Authority shall prepare an annual budget for the consideration of the Board of Trustees each year in compliance with applicable law. After analyzing the proposed budget and making any corrections or revisions that it may find necessary and consulting with the Advisory Board Council, the Board of Trustees shall adopt a final annual budget prior to the end of each fiscal year.

Section 6. Audit Reports.

A. Annual Audit.

The Board of Trustees shall cause an annual audit of the Authority's financial statements to be conducted in accordance with generally accepted auditing standards following the end of each fiscal year and in compliance with the Act. The audit shall be performed by an independent certified public accounting firm selected by the Board of Trustees. The auditor shall provide a signed auditor's opinion as to the fair presentation of the financial position of the Authority and the results of Authority operations and changes in its financial position for the fiscal year ended. The audit shall be made available in compliance with the Act.

B. Other Audits.

In consultation with the Advisory ~~Board~~Council, the Board of Trustees may cause audits other than the annual audit to be made, which shall be made available in compliance with the Act.

Exhibit B



Process For Establishing Board Policies

Board of Trustees Policy No. 1.1

Application: Board of Trustees and Local Advisory Council

- I. Purpose: The purpose of this policy is to establish the process for the adoption of Board policies and for the approval of UTA policies that fall under the responsibility of the Executive Director.

- II. Policy:
 - A. The Board will adopt Board policies pursuant to the following process.
 1. At the Board's request, the Executive Director or designee will draft a proposed policy.
 2. The Executive Director will present the proposed policy to the Board for discussion and direction.
 3. The Executive Director or Board Trustees will consult with the Local Advisory Council regarding the proposed policy.
 4. The Executive Director will present the proposed policy to the Board for final adoption by resolution.

 - B. The Board will review UTA policies pursuant to the following process.
 1. The Executive Director will submit the proposed UTA policy to the Board for review.
 2. The Board will approve the proposed UTA policy in its consent agenda or direct the Executive Director to make further revisions to the proposed policy.

 - C. Exceptions to UTA Policies.
 1. Effective upon the approval of this policy, exceptions to UTA Policies will be approved by the Board of Trustees at a Board of Trustees meeting.
 2. The Board of Trustees may delegate authority to approve exceptions to UTA policies.
 3. Any UTA policy exception relating to the Executive Director or a chief officer will be approved by the Board.

Cross References: Utah Code Ann. §17B-2a-808.1(2)(t).

Revision/Review History:

Date of Local Advisory Council Consultation	Board of Trustees Approval (Resolution Number)	Action
6-12-2019	R2019-06-01	Revised and renumbered from Board Policy No. 4.1.3 – Process for Establishing Board Policies to Board Policy 1.1 – Process for Establishing Board Policies.

Ethics

Board of Trustees Policy No. 1.2

Application: Board of Trustees and Local Advisory Council

- I. Purpose: The individuals comprising the Authority's Board of Trustees and the Local Advisory Council commit themselves to observe high professional and ethical standards in order to maintain public confidence in the integrity of the Authority. The purpose of this policy is to set forth standards of ethical conduct for Trustees and Members.

- II. Definitions:
 - A. "Compliance Officer" means an individual appointed by the Executive Director to carry out the responsibilities identified in this Policy.
 - B. "Conflict of Interest" means a personal or economic interest, outside employment, outside interest or other circumstance or relationship that impairs the ability to discharge duties in an ethical manner consistent with the best interests of the Authority.
 - C. "Ethics Officer" means the individual appointed by the Board of Trustees to act in that capacity on behalf of the Authority.
 - D. "Member" means an individual appointed to the Local Advisory Council.
 - E. "Relative" means a father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, grand parent, and grandchild, including in-laws, step relations and relationships through adoption, as well as individuals in a personal relationship of a romantic or intimate nature.
 - F. "Trustee" means an individual appointed to the Authority's Board of Trustees.

- III. Policy:
 - A. Ethical Standards
 1. Members, Trustees, the Executive Director, Chief Officers, and employees of the Authority will comply with applicable statutory ethical requirements, including those set forth in the Utah Public Officers' and Employees' Ethics Act.
 2. Trustees, as employees of the Authority, will also comply with UTA Policy 1.1.11 – Ethics and Ethics Reporting.

 - B. Conflicts of Interest
 1. Members and Trustees will promptly disclose any Conflicts of Interest in writing to the applicable Chair and to the Authority's Ethics Officer.

2. The Ethics Officer will notify the appointing jurisdiction of a Member or Trustee in writing of any Conflicts of Interest disclosed or identified.
3. In the event a Member or Trustee becomes aware of a Conflict of Interest during or immediately prior to a Board of Trustees meeting or Advisory Council meeting, the Member or Trustee will verbally disclose the Conflict of Interest. The disclosure will be reflected in the meeting minutes.
4. A Member or Trustee having a Conflict of Interest will recuse himself or herself from deliberations and votes related to the Conflict of Interest and leave the meeting for the duration of that issue being discussed
5. If a Member or Trustee discloses a Conflict of Interest on an issue being considered and does not voluntarily recuse himself or herself, the Board of Trustees or Advisory Council, as applicable, may, by simple majority vote to:
 - a. Determine if the Member or Trustee with the Conflict of Interest will be recused from voting on the particular issue;
 - b. Determine if the Member or Trustee with the Conflict of Interest will participate in a discussion on the particular issue;
 - c. Determine if the Member or Trustee with the Conflict of Interest will leave the meeting room during discussions on the particular issue; or
 - d. Determine other conditions or actions as appropriate.
6. A Member or Trustee's ownership of investment property within a 0.5 mile radius, as the crow flies, from any FrontRunner, TRAX station, or transit-oriented development will be considered to be a Conflict of Interest requiring disclosure. The ownership of investment property within a 0.5 mile radius of a bus stop is not considered to be a Conflict of Interest.

C. Nepotism

1. The Authority will not hire Relatives of current Trustees and Members.
2. If a Trustee or Member is appointed and has a Relative who currently works for the Authority, the Trustee and Member will disclose the relationship to their appointing authority and take steps to mitigate any Conflict of Interest following their appointment. If the Trustee or Member fails to mitigate the Conflict of Interest regarding the Relative, the Board of Trustees or the Local Advisory Council may take any of the actions described in Section B(5).

D. Code of Conduct

1. As set forth in the Authority's Bylaws, Members and Trustees will complete and submit an Annual Certification of Code of Conduct prior to being seated and at least annually thereafter on October 31. If October 31 falls on a Saturday or Sunday, the Code of Conduct will be due on the Monday following October 31.
2. The Ethics Officer, in consultation with the Compliance Officer, will revise the Annual Certification of Board Member Code of Conduct as needed.

E. Financial Disclosure Report

1. As set forth in the Authority's Bylaws, Members and Trustees will complete and submit a Financial Disclosure Report prior to being seated and at least annually thereafter on October 31. If October 31 falls on a Saturday or Sunday, the Financial Disclosure Report will be due on the Monday following October 31.

2. Members and Trustees will submit a revised Financial Report within ten business days if there is a material change in the information previously disclosed in the most recently completed Financial Report.
3. The Ethics Officer and Compliance Officer will review Financial Disclosure Reports for Conflicts of Interest. If Conflicts of Interest have been disclosed, the Ethics Officer and Compliance Officer will attempt to resolve them with the Member or Trustee. If the issue cannot be resolved, the Ethics Officer will submit the disclosure to the Chair of the Board of Trustees and the Chair of the Local Advisory Council. If the issue involves the Chair of the Board of Trustees or the Chair of the Local Advisory Council, the Ethics Officer will submit the disclosure to the Audit Committee.
4. The Ethics Officer will notify the appointing jurisdiction of a Member or Trustee in writing of any Conflicts of Interest disclosed in the Financial Disclosure Report.
5. Financial Disclosure Reports will be classified as public records under the Government Records Access and Management Act.
6. The Authority's Ethics Officer, in consultation with the Compliance Officer, will revise the Financial Disclosure Report as needed.

F. Ethics Complaints

1. Ethics complaints alleging violations of the Utah Public Officers' and Employees' Ethics Act against Trustees, Members, the Executive Director, Chief Officers, and employees will be referred to the Political Subdivision Ethics Review Commission for resolution.
2. Ethics complaints involving Trustees, Members, the Executive Director, Chief Officers, and employees that do not allege violations of the Utah Public Officers' and Employees' Ethics Act or do not meet the requirements for a complaint under the standards of the Political Subdivision Ethics Review Commission will be investigated by the Ethics Officer or an independent investigator appointed by the Ethics Officer, if necessary. The Ethics Officer will submit written findings of investigations involving Trustees and Members to the Chair of the Board of Trustees and the Chair of the Local Advisory Council. If the investigation involves the Chair of the Board of Trustees or the Chair of the Local Advisory Council, the Ethics Officer will submit the written findings of the investigation to the Audit Committee. The Executive Director will designate an investigator to investigate ethics complaints against the Ethics Officer.
3. Following the receipt of written findings of an ethics investigation from the Ethics Officer or the Political Subdivision Ethics Review Commission, the Local Advisory Council or the Board of Trustees may consider the adoption of a resolution of public censure and/or a resolution recommending the removal of a Member or Trustee as determined by a majority vote at a regularly scheduled meeting. If a resolution is adopted, a copy will be forwarded to the appropriate appointing authority.

- IV. Cross References: Utah Public Officers' and Employees' Ethics Act, Utah Code Ann. §67-16-101; Political Subdivisions Ethics Review Commission Utah Code Ann. §63A-15-103; UTA Policy 1.1.11 - Ethics and Ethics Reporting.

Revision/Review History:

Date of Local Advisory Council Consultation	Board of Trustees Approval (Resolution Number)	Action
6-12-2019	R2019-06-01	Combined Board Policy Nos. 4.1.13 – Nepotism, 4.1.10 – Annual Certification of Board Member Code of Conduct, 2.1.9 – Financial Disclosure/Conflict of Interest, 4.4.1 – Actual and Potential Conflicts of Interest, and 4.4.7 – Ethics Review Commission into Board Policy 1.2 – Ethics.

DRAFT

Financial Management

Board of Trustees Policy No. 2.1

Application: Board of Trustees and Local Advisory Board

- I. Purpose: The purpose of this policy is to provide financial oversight of the Authority; plan for its long-term financial needs; maintain and protect Authority assets and infrastructure; and develop, communicate, and implement appropriate internal controls regarding financial and risk management.
- II. Policy:
 - A. Reserves
 1. The Authority will maintain the following reserves:
 - a. General operating reserves, including the risk reserve, funded at a level equal to at least twelve percent (12%) of the Authority's budgeted operating expense, excluding non-operating expense, to be used as a working capital account throughout the year. The Treasurer will manage the use of the funds in the general operating reserve.
 - b. Service stabilization reserve funded at a level equal to three percent (3%) of the Authority's budgeted operating expense, excluding non-operating expense, to be used to avoid service reductions at such times as the Authority faces a revenue shortfall or cost overrun due to extraordinary circumstances. The Board of Trustees must give its prior approval before funds in the service stabilization reserve are used.
 - c. Bond reserves funded at a level required by bond covenants to be used for the payment of debt service in the event that the Authority fails to make scheduled bond principal and interest payments. The Board of Trustees must give its prior approval before funds in the bond reserve are used.
 - d. Capital replacement reserve to reach a level equal to one percent (1%) of the property, facilities, and equipment cost as reported in the comprehensive annual financial report to be used for capital repair or replacement costs due to extraordinary circumstances. The Board of Trustees must give its prior approval before funds in the capital replacement reserve are used.
 2. The Board of Trustees may establish other reserves and make additional contributions to existing reserves.
 3. Reserve balances will be reported on the Authority's monthly financial statements.

4. Upon the use of any service stabilization, bond or capital replacement reserves, the Board of Trustees will, by resolution, establish a timeline for the full reimbursement of the reserves within ~~36-60~~ months after their first use and begin to restore reserves used no later than 24 months after their first use.

B. Grants

1. The allocation of anticipated formula fund grants will be determined during the annual budget process.
2. Any discretionary grant pursued by the Authority will be consistent with the Authority's mission and strategic priorities.
3. The Executive Director will notify the Board of Trustees if a discretionary grant of \$200,000 or more is being sought.

C. Investments

1. The Board of Trustees will, after consultation with the Advisory Council, control investment of all Authority funds and funds held as part of the Authority's retirement system, and employee deferred compensation 457 plans.
2. The Authority's Pension Committee will manage the investment of the Authority's retirement system and employee deferred compensation 457 plan funds pursuant to the Pension Committee's Investment Policy, which shall be reviewed and approved by the Board of Trustees prior to adoption.
3. The Treasurer will manage the investment of all non-retirement Authority funds in compliance with applicable laws.

D. Debt

1. The Board of Trustees will, after consultation with the Advisory Council and with the approval of the State Bond Commission, approve all bond issuances.
2. The Board of Trustees will approve contracts for bond counsel, financial advisors, and bond underwriters.
3. The Board of Trustees will approve the method of sale for each bond issuance.
4. The Board of Trustees will, after consultation with the Advisory Council, approve the issuance of all other financial instruments.
5. The Executive Director will manage the debt and other financial instruments issuance processes.

E. Financial Reporting

1. UTA's books and accounts will be maintained with generally accepted accounting principles set by the Governmental Accounting Standards Board for governmental enterprise funds.
2. The Chief Financial Officer will prepare and present to the Board a summary of investments, investment activity, and investment performance compared to benchmarks as soon as practical after the end of each calendar quarter.

3. The Chief Financial Officer will present monthly financial statements stating the Authority's financial position, revenues, and expenses to the Board of Trustees as soon as practical. Monthly and year-to-date budget versus actual reports will be included in the monthly financial report to the Board.
4. Other required financial reports, including the National Transit Database and State Transparency, will be prepared in accordance with federal and state reporting requirements and made on a timely basis.

F. Risk Management

1. The Executive Director will submit an annual report to the Board of Trustees on the status of the Authority's risk management program.
2. The Authority will maintain Public Officials Errors and Omissions Insurance in an amount determined to adequately protect the Authority.
3. The Executive Director will, as necessary, procure other insurance to compensate for losses that would adversely affect the Authority.

G. Internal and External Controls

1. The Authority will maintain a system of internal controls to safeguard its assets against loss, check the accuracy and reliability of its accounting data, and promote operational efficiency.
2. The Chief Internal Auditor will develop an internal audit program that complies with the International Standards for the Professional Practice of Internal Auditing.
3. The Treasurer is responsible for the opening and closing of bank accounts and ensuring that only authorized users are provided access to bank accounts.
4. As provided for in the Authority's Bylaws, the Board of Trustees will select a qualified independent auditing firm to conduct an annual financial audit. The auditing firm will present the results of its annual audit to the Authority's Audit Committee and the Board of Trustees.

H. Long-term Financial Planning

1. The Executive Director will develop a long-term (20 years or longer) financial plan incorporating the Board of Trustees' strategic plan, identifying the Authority's long-term financial challenges, ~~and the Authority's long-term financial challenges and solutions, all known revenue and expense, reasonably certain new programs, initiatives, capital improvements and replacements, and debt issuance~~ and proposed solutions based upon reasonable projections of revenue and expense including operations and maintenance, reasonably anticipated new funding programs, capital expansion, maintenance of a state of good repair of existing assets, asset replacement, and debt issuance. The Executive Director will update the long-term financial plan three times a year.
2. The Board of Trustees will review the long-term financial plan annually and report it to the State Bonding Commission.

I. Budgeting

1. As provided for in the Authority's Bylaws, the Authority will prepare an annual budget and the Board of Trustees, after consultation with the Advisory Council, will approve the budget.
2. The Board of Trustees may amend or supplement the budget at any time after its adoption.
3. The Executive Director may make administrative adjustments to an adopted budget without Board of Trustee approval as long as those changes will not have a significant policy impact or affect budgeted year-end fund balances.

J. Capital

1. The Executive Director will develop a five-year capital plan and update it every year for inclusion in the annual budget process discussions and approvals. The five-year capital plan will ~~provide funding to maintain all assets at a level that be fiscally constrained and will maintain all assets at a state of good repair to~~ protect the Authority's capital investment and minimize future maintenance and replacement costs.

K. Travel

1. ~~The Board of Trustees will approve work-related international travel for the Authority's employees in a public meeting.~~

Revision/Review History:

Date of Local Advisory Council Consultation	Board of Trustees Approval (Resolution Number)	Action
6-12-2019	R2019-06-01	Combined Board Policy Nos. 1.26 – Debt Service Reserve and Rate Stabilization Fund, 2.1.8 – Service Stabilization Fund, 2.2.1 – Asset Protection, 2.2.3 – Insurance and Indemnification, 2.3.2 – Financial Conditions and Activities, and 2.3.3 - Budgeting into Board Policy 2.1 – Financial Management.

Contract Authority and Procurement

Board of Trustees Policy No. 2.2

Application: Board of Trustees and Local Advisory Council

- I. Purpose: The purpose of this policy is to establish the authority, duties, and responsibilities of the Board of Trustees and Chief Procurement Officer related to the Authority's procurement activities. It also establishes contracts, change orders, and disbursements that must be approved by the Board of Trustees.
- II. Definitions:
 - A. "Chief Procurement Officer" means the individual designated by the Board to oversee the Authority's procurement related activity.
- III. Policy:
 - A. Delegation of Authority
 1. The Board of Trustees designates the Chief Financial Officer as the Authority's Chief Procurement Officer.
 2. The Chief Procurement Officer will establish policies and procedures to ensure the Authority's procurements are carried out in compliance with applicable state and federal laws and the Authority's policies.
 3. The Chief Procurement Officer will establish a Code of Conduct to govern the actions and performance of all Authority employees and designated agents of the Authority engaged in procurement activities.
 - B. Procurement Protest Appeals
 1. The Chief Procurement Officer will review and decide procurement protests submitted by vendors.
 2. An appeal of the Chief Procurement Officer's decision on a procurement protest must be submitted in writing to the Board of Trustees within five business days following the date of the decision.
 3. The Board of Trustees will review the appeal and the decision of the Chief Procurement Officer, hear information from the appellant and the Chief Procurement Officer, and issue a final determination in writing to the Chief Procurement Officer and the appellant.
 - C. Former Employees
 1. The Authority may procure goods and services from former employees after one year of separation. The Authority may procure goods and services from former employees within the first year of separation under the following conditions:
 - a. There is no personal or organizational conflict of interest

- b. The term of the contract does not exceed six months
- c. The amount obligated does not exceed \$25,000
- d. The procurement conforms to applicable laws
- e. The Executive Director provides written notification to the Board of Trustees in advance.

- 2. The Board of Trustees must approve procurement of any goods or services with entities that hire former employees or who are represented by former employees within the twelve months following the employee's separation from UTA if the situation creates a Conflict of Interest as determined by the Chief Procurement Officer.

D. Contract, Change-order, and Disbursement Authority

- 1. The Board of Trustees will review and approve contracts that exceed a total value of \$200,000 over the life of the contract, including any option years.
- 2. The Board of Trustees will review and approve the following contract change-orders:
 - a. change orders that increase the total contract value to \$200,000 or more
 - b. change orders for contracts with a total value over \$200,000 that increase the total contract by 15% or more
 - c. all change orders over \$200,000
- 3. The Board of Trustees will review and approve payment disbursements with a value of \$200,000 or more. The Board may preapprove disbursements equal to or great than \$200,000 by resolution.
- 4. The Executive Director may approve change orders, contracts, and disbursements described above in order to meet an urgent need for goods and services prior to approval by the Board of Trustees if the Authority will sustain serious injury if the change order, contract, or disbursement is not approved immediately. The Executive Director will report the approval of any change order, contract, or disbursement resulting from an urgent need to the Board of Trustees at its next scheduled meeting.

- IV. Cross References: UTA Policies 1.1.11 – Ethics and Ethics Reporting; 1.2.2 – Technology Hardware and Software Procurement Policy; 1.2.3 – Purchase Card Policy; 1.2.4 – Health Insurance Requirements in UTA Design and Construction Contracts; 3.1.1 – Spending Authority Policy; 3.1.6 – Contracting Authority Policy; 1.1.7 – Procurement and Contracting Code of Conduct; 1.2.2 – Procurement Standing Operating Procedure.

Revision/Review History:

Date of Local Advisory Council Consultation	Board of Trustees Approval (Resolution Number)	Action
6-12-2019	R2019-06-01	Combined Board Policy Nos. 1.2.4 – Procurement, 2.1.5 – Procurement, 3.3.2 – Procurement, and 4.5.1 – Procurement Appeal into Board Policy 2.2 – Contract Authority and Procurement.

DRAFT

Advertising and Naming

Board of Trustees Policy No. 3.1

Application: Board of Trustees and Local Advisory Council

I. Purpose: The Board of Trustees allows for advertising on the Authority's facilities, vehicles, and electronic media in compliance with contractual agreements, local ordinances, and State and federal laws to provide information to the public and to generate additional revenue to support the Authority's public transit operations. This policy establishes the standard for advertising appearing on the Authority's vehicles and facilities. It also establishes the process for naming stations, facilities, and service brands.

II. Policy:

A. Advertising

The agency will not allow advertising on Authority vehicles, electronic media, or transit facilities that:

1. Is false, misleading, or deceptive
2. Promotes or depicts an illegal activity, good, or service
3. Contains explicit sexual material, obscene material, or material harmful to minors as set forth in state law
4. Promotes alcohol in a manner inconsistent with federal and state law
5. Promotes tobacco products in a manner inconsistent with federal and state law
6. Depicts violence, anti-social behavior, sexual conduct, nudity, or sexual excitement as those terms are defined in state law
7. Includes language that is obscene, vulgar, indecent, or profane
8. Promotes or depicts materials, instruments, devices, items, products, or paraphernalia that are designed for use in connection with sexual conduct as defined in state law
9. Contains images or information that demeans an individual or group of individuals on account of race, color, religion, national origin, gender, age, disability, or sexual orientation
10. Constitutes libel as defined in state law
11. Is inconsistent with any contractual agreement between the Authority and any governmental entity
12. Promotes subject matter other than that relating to a commercial transaction or relating to a product or service sponsored by a governmental entity located in the state of Utah that does not otherwise conflict with the Authority's mission and goals
13. Is contrary to any applicable local ordinance

B. Naming of Authority Stations, Facilities, and Service Brands

1. The Board of Trustees will approve naming of stations, facilities, and service brands.
2. The Authority will select primary station names that assist customers in navigating its transit system, such as names that incorporate geographical coordinates.
3. The Authority will select secondary station names that relate to geographical landmarks, public activities, or names that have historical or cultural significance to the immediate area in which the station is located.
4. The Authority will not name any stations, facilities, or service brands after any individual, either living or deceased.

C. The Board of Trustees will approve requests for sponsorships.

Revision/Review History:

Date of Local Advisory Council Consultation	Board of Trustees Approval (Resolution Number)	Action
6-12-2019	R2019-06-01	Combined Board Process Policy Nos. 2.1.6 – Naming of Authority Rail Stations, Facilities and Branding of Service, 1.2.2 – Advertising, and 2.1.3 – Advertising into Board Policy 3.1 – Advertising and Naming.



Public Records

Board of Trustees Policy No. 4.2

Application: Board of Trustees and Local Advisory Council

- I. Purpose: The purpose of this policy is to describe the Authority's commitment to the Governmental Records Access and Management Act ("GRAMA"), establish the appeals process for GRAMA Requests that have been denied, and identify the provisions of GRAMA that do not apply to the Authority due to its status as a political subdivision.
- II. Definitions:
 - A. "GRAMA Request" means a request for records submitted under the provisions of the Governmental Records Access and Management Act.
- III. Policy:
 - A. Requests for Records
 1. To request records from UTA, a requester must submit a written request to an Authority Records Officer on forms provided by the Authority or submit an electronic request to GRAMA@rideuta.com or openrecords.utah.gov. Requests must include the information required by GRAMA.
 2. Requested records will be classified and produced in compliance with the provisions of GRAMA.
 - B. Appeal Process
 1. A requester or interested party may appeal the Authority's denial of a GRAMA Request to the Authority's Executive Director within thirty days of the decision.
 2. If the Executive Director denies the appeal, the requester or interested party may appeal the decision to the State Records Committee within thirty days of the Executive Director's decision.
 - C. Fees
 1. Changes to the Authority's GRAMA Fee Schedule, available on the Authority's website, will be approved by the Board of Trustees.
 2. Individuals requesting records may inspect public records free of charge during the Authority's business hours.
 - D. Applicability of GRAMA

As a political subdivision, the following sections of GRAMA do not apply to the Authority.

 1. 63G-2-104. Administrative Procedures Act not applicable.

2. Title 63G, Chapter 4, Administrative Procedures Act, does not apply to this chapter except as provided in Section 63G-2-603.
3. 63G-2-208. Public repository of legislative email.
4. 63G-2-702. Applicability to the judiciary.
5. 63G-2-703. Applicability to the Legislature.

IV. Cross References: Governmental Records Access and Management Act, Utah Code, §63G-2-101, *et seq.*

Revision/Review History:

Date of Local Advisory Council Consultation	Board of Trustees Approval (Resolution Number)	Action
6-12-2019	R2019-06-01	Revised, renumbered, and renamed from Board Policy No. 4.4.8 – Records Access and Management Policy to Board Policy 4.2 – Public Records.

DRAFT



Real Property

Board of Trustees Policy No. 5.2

Application: Board of Trustees and Local Advisory Council

- I. Purpose: The purpose of this policy is to guide the acquisition, disposition, encumbrance, or other commitment or contracts for control or use of the Authority's real property.

- II. Definitions:
 - A. "Approved Capital Project" means a capital project approved by the Board of Trustees that includes a budget and a series of deliverables contemplating the purchase, sale, or use of real property.

 - B. "Real Property Transaction" means the acquisition, disposition, encumbrance, or other commitment or contract for the control or use of the Authority's real property.

- III. Policy:
 - A. Real Property Transactions
 1. The Board of Trustees will approve Real Property Transactions that:
 - a. have an aggregate value of \$200,000 or more, except when authority has been delegated for an Approved Capital Project as described in paragraph A(3) below
 - b. cause the Real Property Transaction line item in an Approved Capital Project budget to be exceeded
 - c. must be acquired through the use of eminent domain
 - d. result in a purchase price that exceeds the fair market value plus an administrative settlement permitted by federal regulations
 - e. convey property rights that interfere with the Authority's intended use of the property, transit operations, or continuing control of the property as required by federal regulations
 - f. result in the contracted sale or revenue amount previously approved by the Board of Trustees to decrease by fifteen percent (15%) or more
 - g. result in the contracted purchase or payment amount previously approved by the Board of Trustees to increase by fifteen percent (15%) or more
 - h. are for the acquisition, disposition or development of real property for the purpose of transit-oriented development

 2. The Board of Trustees will approve Real Property Transactions of \$1 million or greater by resolution.

3. The Board of Trustees may establish parameters by resolution that delegate authority to the Executive Director to approve Real Property Transactions of \$200,000 or more that have been included in an Approved Capital Project budget.
- B. Classification of Real Property
1. The Authority will classify real property as Transit Critical, Transit-Oriented Development, or Surplus.
 2. The Board of Trustees will approve the following reclassifications of real property:
 - a. Transit Critical to Transit-Oriented Development
 - b. Transit Critical to Surplus
 - c. Transit-Oriented Development to Surplus
- C. Annual Report
- The Executive Director will present an annual report to the Board of Trustees that includes an inventory of the Authority's real property and a list of property acquisitions and dispositions occurring since the previous year's report.

Cross References: UTA Policy 3.1.1; UTA Transit-Oriented Development Strategic Plan.

Revision/Review History:

Date of Local Advisory Council Consultation	Board of Trustees Approval (Resolution Number)	Action
6-12-2019	R2019-06-01	Combined Board Policy Nos. 1.4.1a – Property – Acquisition, 2.2.2 – Property, and 1.4.1b – Property – Encumbrance into Board Policy 5.2 – Real Property.

Exhibit C



Service Planning Implementation

Board of Trustees ~~Executive Limitations~~ Policy No. ~~2-1-43.2~~

Application: Board of Trustees and Local Advisory ~~Board~~Council

- I. Purpose: The purpose of this policy is to establish a uniform process for planning, implementing, and managing the Authority's transit service planning to ensure transparency and collaboration with communities, regional partners, and stakeholders.
- II. Definitions:
 - A. Transit Service Planning means the act of identifying, evaluating and implementing public transit services on all modes including bus, demand-response, paratransit and rail.
 - B. Change Day means the three regularly-scheduled dates in April, August and December of each year, at which time the Authority implements changes in transit service.
 - C. Metropolitan Planning Organization ("MPO") means an organization designated to carry out the metropolitan transportation planning process.
- III. Policy: The approval and implementation of the Authority's Service Planning process ~~shall~~will proceed as described below and on Exhibit A.
 - A. Regional Transportation Plans ("RTPs")
 1. RTPs are the plans developed by each of the Wasatch Front MPOs (Wasatch Front Regional Council and Mountainland Association of Governments) that set the direction and long-term vision for the Wasatch Front's transportation system, in coordination with future growth assumptions. Their primary purpose is to phase the implementation of major transportation investments and to guide federal funding priorities.
 2. The RTPs are developed through collaborative processes with input from state, regional, and local leaders. The Authority ~~shall~~will participate in the development of the RTPs by identifying transit needs and providing technical expertise and scenario planning tools.
 3. The RTPs include major roadway, transit, and active transportation projects. Transit projects identified in the RTPs include both rail-based (commuter, light rail) and significant bus enhancements (bus rapid transit, core route). The RTPs do not include local bus, demand-response transit, or paratransit modes, although ongoing funding of capital and operating expenses of these services is assumed and accounted for in the RTP as programmatic elements.

4. Projects in the RTPs are categorized into funding phases and anticipated timelines. The RTPs rely on assumed new revenues that create a fiscal constraint of what projects can be implemented in each phase. If a project is in the first phase of an RTP, the Authority will begin working with stakeholders to further evaluate and determine whether the project should move towards funding and implementation.
5. The RTPs are updated every four years and approval authority resides with the MPO technical and policy committees.

B. Five-Year Mobility Plan

1. The Authority will collaborate with counties and local municipalities on a two-year cycle to prepare and update a Five-Year Mobility Plan.
2. The Five-Year Mobility Plan will serve as a rolling, annual work plan that guides the Authority's service planning decisions.
3. The Five-Year Mobility Plan will include all modes within the Authority's portfolio, as well as active transportation initiatives, and will be financially constrained by available funding levels or planned use of committed new revenues.
4. During the Five-Year Mobility Plan phase, the Authority will facilitate a collaborative process in which the counties, local municipalities, and members of the community participate in workshops to establish transit service goals, explore various service network design scenarios, and coalesce around a vision for the Authority's service. This direction will be captured and presented in a Draft Five-Year Mobility Plan.
5. The Authority will conduct a second round of outreach to solicit community feedback on the draft Five-Year Mobility Plan. This step will include consultation with each County within the Authority's service area.
6. Feedback received on the draft Five-Year Mobility Plan will be considered and incorporated, as appropriate, into a final Five-Year Mobility Plan.
7. The Authority's Local Advisory ~~Board~~ Council will review the Five-Year Mobility Plan, and make a recommendation to the Board of Trustees for approval of the Plan with any suggested revisions.
8. Final approval authority of the Five-Year Mobility Plan lies with the Authority's Board of Trustees.

C. Annual Service Changes

1. The Authority will review the Five-Year Mobility Plan annually to develop implementation plans for changes to its service.

2. Prior to moving forward with any recommended service changes, the Authority will consult with any affected local governments to discuss the Five-Year Mobility Plan and the associated implementation measures being considered. If substantial concerns or questions are raised, the recommended service changes will be postponed and reconsidered in the next update to the Five-Year Mobility Plan.
 3. The Authority will conduct a public hearing on any major service changes in compliance with its policies and federal requirements. If substantial concerns are raised during this phase, the proposed service changes may be modified to address the concerns or may be postponed and reconsidered in the next update to the Five-Year Mobility Plan.
 4. The Authority will conduct a Title VI Service and Fare Equity analysis in compliance with its policies and federal requirements to determine if the proposed service changes pose disproportionate impacts to protected classes. The Board of Trustees will approve the Title VI analysis and determine if the implementation of the proposed service changes should proceed.
 5. If no substantial concerns are raised, the Authority will proceed with a comprehensive production process which includes schedule creation, bus and operator assignments, run-cutting and compliance with collective bargaining agreements, marketing and promotions, bus stop and on-street changes, printed and electronic information.
- D. Service Implementation. Transit service implementation occurs at the designated service Change Days. These Change Days occur three times per year: in April, August, and December. The April and December Change Days are reserved for seasonal ski service. The August Change Day is targeted for all other changes to timing, routing, as well as addition or reductions of service as outlined in the Five-Year Mobility Plan.
- E. Comprehensive System Analysis
1. The Authority will conduct a comprehensive analysis of the entire service network associated with each update to the Five-Year Mobility Plan. This includes evaluation of existing services against the Authority's established Service Design Guidelines to determine if a service is meeting minimum performance thresholds.
 2. At the conclusion of this analysis, the Authority will determine whether a service not meeting minimum standards should be modified, discontinued, or receive additional marketing promotion. Similarly, services meeting or exceeding performance standards will be evaluated to determine if they warrant additional resources, frequency, or span.
 3. Recommendations from the Comprehensive System Analysis will be incorporated into the next update to the Five-Year Mobility Plan.

Cross References:

Revision/Review History:

<u>Date of Local Advisory Council Consultation</u>	<u>Board of Trustees Approval (Resolution Number)</u>	<u>Action</u>
<u>2-20-2019</u>	<u>R2019-02-03</u>	<u>Revised to reflect process changed, renamed, and renumbered from Executive Limitations Policy No. 2.1.4 – Changes to Levels of Service and Routing to Executive Limitations Policy No. 1.4.2 – Service Planning Implementation.</u>
	<u>R2019-06-01</u>	<u>Renumbered and renamed from Executive Limitations Policy No. 1.4.2 – Service Planning Implementation to Board Policy No. 3.2 – Service Planning Implementation; reformatted and revised to reflect name change from Local Advisory Board to Local Advisory Council.</u>

Revision History:

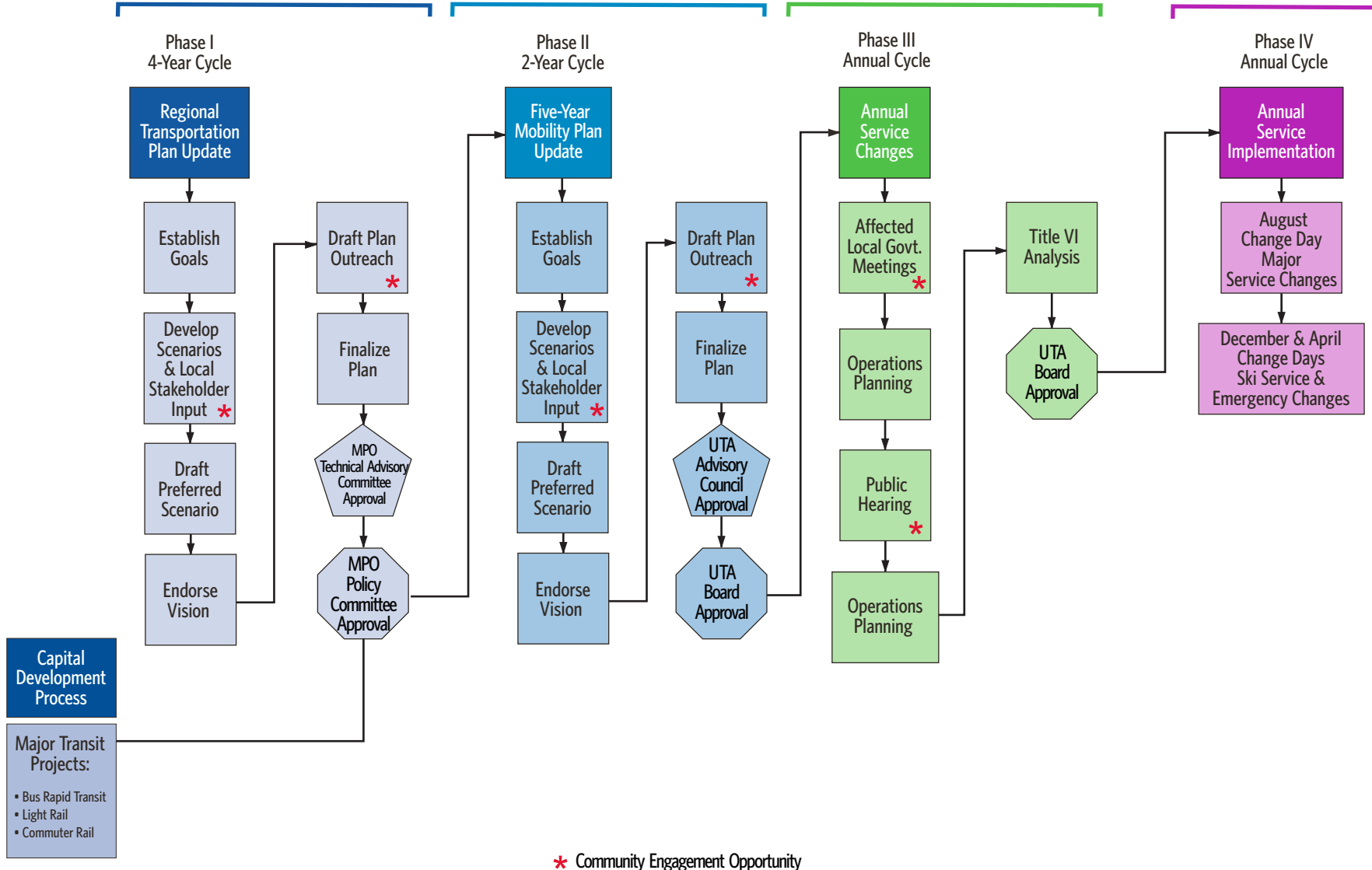
<u>Local Advisory Board Review</u>	<u>Board of Trustees Review</u>	<u>Resolution</u>	<u>Action</u>

Exhibit A

DRAFT

UTA Service Planning and Implementation Process

Strategic Planning Service Planning Operations Planning Implementation



Capital Development Project Implementation

Board of Trustees Policy No. ~~1.4.23.3~~

Application: Board of Trustees and Local Advisory ~~Board~~Council

I. Purpose: This policy establishes how Capital Development projects are advanced from the planning study phase through development and implementation. It also establishes the process by which the Local Advisory ~~Board~~Council and the Board of Trustees approve Capital Development projects.

II. Definitions:

A. “Capital Development Project” means a project that creates new assets that:

1. Expand transit service through construction of new or extended rail lines or bus rapid transit systems (including associated acquisition of new revenue service vehicles); or
2. Involve the construction of new or replacement transit-related facilities that include structures (e.g. maintenance facilities, pedestrian bridges, parking structures) or other major infrastructure components (intermodal centers, bus hubs); and
3. Are not transit-oriented development projects.

For purposes of this policy, Capital Development Projects do not apply to ongoing maintenance, state of good repair, safety and security, or information technology projects, unless those projects fit into the definition of Capital Development Projects.

B. “Capital Plan” means a plan for a Capital Development Project that includes the following information: project overview, purpose and needs, ridership and benefits, initial cost estimates, and funding potential.

III. Policy: The planning, construction, and approval of the Authority’s Capital Development projects ~~shall~~will proceed as described below and on Exhibit A.

A. Systems Planning. During the systems planning process, the Authority considers the long range regional transportation plans developed by the Metropolitan Planning Organizations (MPOs), local master plans and transportation plans, community needs, and community support for potential capital projects. This visioning effort leads to the identification of specific projects to be studied further.

B. Project Study.

1. During the project study phase, the Authority identifies the purpose of a project and assesses the need for and the benefits of a project. The Authority also evaluates initial cost estimates and funding potential and develops a proposed Capital Project description.

2. The Authority ~~shall~~will present the proposed Capital Project description to the Local Advisory ~~Board~~Council and the Board of Trustees for informational purposes as it advances to the development phase.

C. Environmental Analysis.

1. After a proposed Capital Project moves to the development phase, the Authority begins the environmental analysis and conceptual engineering for the project. The environmental process identifies a preferred alternative, including alignment and mode and/or site selection. Capital and operating and maintenance cost estimates are also refined and developed. Public and stakeholder involvement will occur throughout the environmental analysis phase.

2. Once the local partners and the affected MPO each approve the locally-preferred alternative (LPA) for the project, a Capital Project Plan will be prepared.

3. The Capital Project Plan will include the LPA, the project's impacts, benefits, and costs, and a funding plan that identifies local funding partners, grant opportunities, and other funding sources. The Capital Project Plan will be presented to the UTA Advisory Board for its approval. It will then advance to the UTA Board of Trustees for its approval and to the federal funding agency if federal funding is being sought.

D. Funding. Any funding agreements between local partners ~~will~~shall be approved by the UTA Board of Trustees. Applicable grant applications ~~shall~~will be initiated at this time.

E. Procurement.

1. After funding is secured, the Authority may begin procurement efforts, select project designers and contractors, and initiate the purchase of vehicles and equipment.

2. All contracts ~~shall~~will be approved in accordance with the policies of the Board of Trustees.

F. Design/Construction. Once design is underway, the Authority is authorized to acquire necessary rights of way, begin project construction, and commence operation after the appropriate activation steps are completed.

Cross References:

Revision/Review History:

<u>Date of Local Advisory Council Consultation</u>	<u>Board of Trustees Approval (Resolution Number)</u>	<u>Action</u>
<u>2-20-2019</u>	<u>R2019-02-04</u>	<u>Revised, renamed, and renumbered from Ends Policy No. 1.4.2 – Planning, Designing, Funding and Construction of</u>

		<u>Transportation Infrastructure and Services to Policy 1.4.2 – Capital Development Project Implementation.</u>
	R2019-06-01	Reformatted, renumbered <u>to Board Policy 3.3</u> , and revised to reflect name change from Local Advisory Board to Local Advisory Council.

<u>Local Advisory Board Review</u>	<u>Board of Trustees Review</u>	<u>Resolution</u>	<u>Action</u>

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Exhibit A

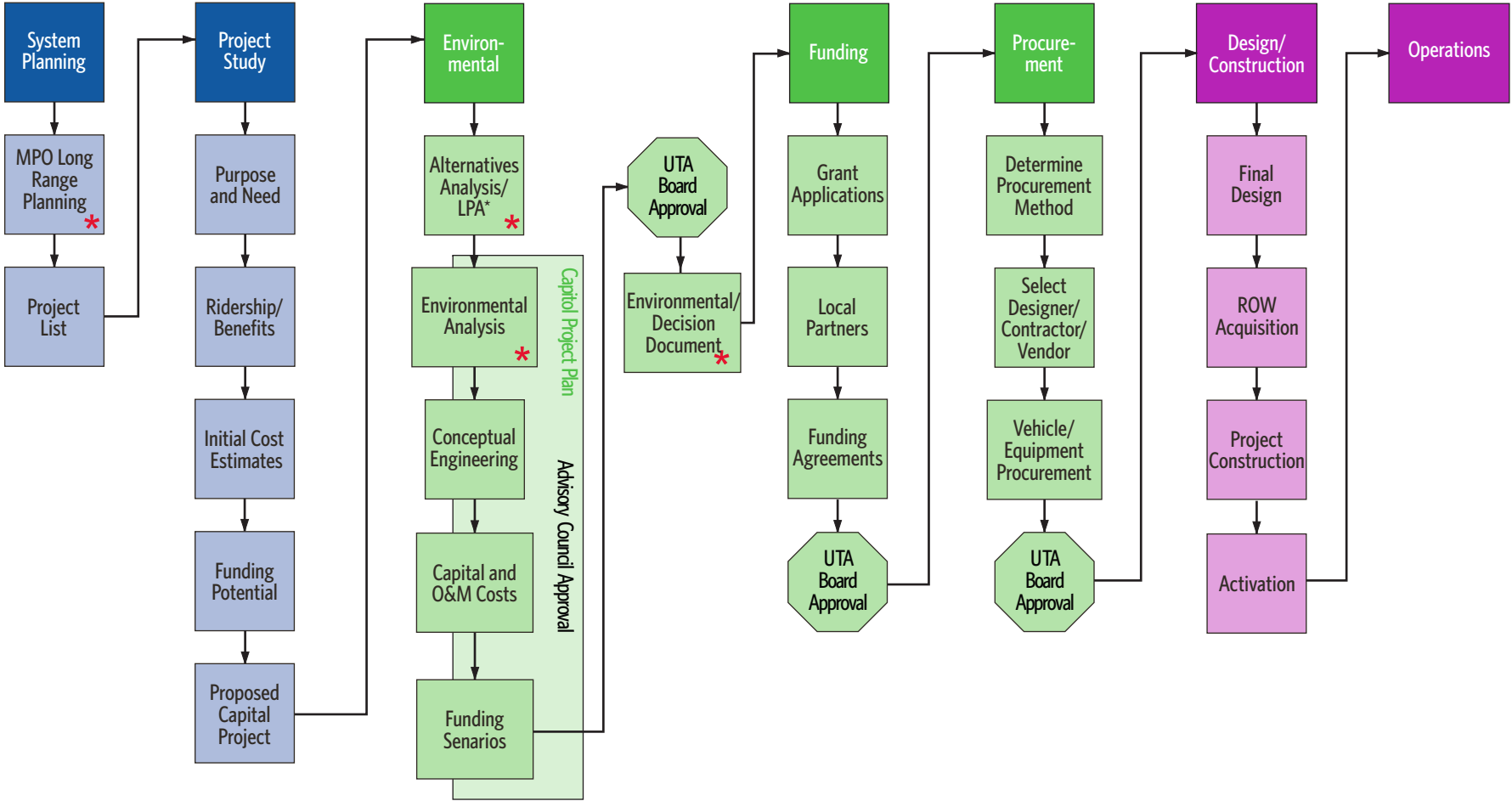
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UTA Capital Development Project Implementation Process

Planning

Development

Implementation



* Community Engagement Opportunity
 *LPA = Locally Preferred Alternative





Transit Oriented Development

Board of Trustees ~~Executive Limitations~~ Policy No. ~~2-2.45.1~~

Application: Board of Trustees and Local Advisory ~~Council Board~~

- I. Purpose: The purpose of this policy is to establish a uniform method of planning, implementing, and managing the Authority's involvement in transit-oriented development projects in a manner that is transparent and includes communities, regional partners, and stakeholders.

- II. Definitions:
 - A. Affordable Housing Group ("AHG") means a group consisting of representatives from state, regional, and/or local housing organizations, and representatives from the community.

 - B. Design Review Committee ("DRC") means the multi-disciplinary committee responsible for reviewing Master Plans and Site Designs proposed by development partners. The DRC consists of representatives from various departments within UTA, as well as other stakeholders as necessary.

 - C. Transit-Oriented Development ("TOD") means a mixed-use development center occurring near a transit station, designed to increase access to and from transit.

 - D. Metropolitan Planning Organization ("MPO") means an organization designated to carry out the metropolitan transportation planning process.

- III. Policy: The approval and implementation of the Authority's TOD projects ~~shall~~will proceed as described below and on Exhibit A.
 - A. TOD System Analysis
 1. The Authority ~~shall~~will prioritize its TOD efforts by identifying which station areas are most ready for development through a TOD System Analysis tool.

 2. This tool ~~shall~~will examine each station within the transit system, based on objective criteria and in collaboration with the MPOs, and prioritize stations according to their readiness. The criteria ~~shall~~will include, but not be limited to, land availability, market readiness, accessibility, and public support.

 3. The TOD System Analysis tool will provide decision-makers with rankings describing each site's overall readiness as a TOD site, its readiness as a site with potential to catalyze TOD where it does not currently exist, and its appropriateness as a location for affordable housing.

 4. The Authority ~~shall~~will utilize findings from the TOD System Analysis tool to

inform future development efforts.

5. The Authority ~~shall~~will report the findings of the TOD System Analysis to the Board of Trustees at least once a year and on an as-needed basis.

B. Station Area Plan

1. The Authority ~~shall~~will collaborate with local municipalities to prepare Station Area Plans for areas around transit hubs.
2. Station Area Plans are intended to be a guide for the Authority and the applicable municipality to plan infrastructural improvements, affordable housing, ordinance amendments, and design guidelines.
3. During the Station Area Plan phase, the Authority and the applicable community ~~shall~~will discuss affordable housing needs within the station area. Recommendations may be included in the Station Area Plan. Implementation of affordable housing, if applicable, ~~shall~~will be addressed during the Master Plan phase.
4. The Station Area Plan ~~shall~~will be acknowledged by the applicable city and ~~shall~~will be approved by the Local Advisory ~~Board~~Council and the Board of Trustees prior to procurement of a development partner for the associated site.

C. Conceptual Layout and Procurement

1. The Authority ~~shall~~will prepare conceptual layouts, developer criteria, and/or design standards, derived from the findings of the applicable Station Area Plan. These materials ~~shall~~will be used to inform developer procurements and design reviews.
2. Upon site selection and authorization from the Board of Trustees, the Authority ~~shall~~will issue a Request for Qualifications and Proposals ("RFQ-P") to solicit developers whose skills and expertise align with the vision identified in the Station Area Plan.
3. Responses to RFQ-Ps ~~shall~~will be evaluated by a selection committee made up of UTA and city personnel, as well as other stakeholders as deemed necessary. Based on the evaluations, the selection committee will select a development partner for the project.
4. The Authority ~~shall~~will enter into an exclusive negotiation period, appropriate for the size and scope of the TOD project, with the selected development partner.

D. Master Plan

1. The Authority ~~shall~~will create Master Plans for TOD projects in collaboration with city staff, UTA personnel, its development partners, consultants, and contractors (the “Development Team”) to ensure that the ultimate build-out of the TOD site is consistent with the regional growth vision and applicable Station Area Plans.
2. If the Station Area Plan recommends residential uses for UTA property, the Development Team ~~shall~~will meet with an Affordable Housing Group, organized appropriate to the needs of the applicable community, to discuss opportunities to incorporate affordable housing.
3. The Master Plan ~~shall~~will provide a general description of the development program for all phases of development, site layout, development phasing, and projected schedule.
4. The Master Plan ~~will~~shall be accompanied by a corresponding Master Development Agreement which ~~shall~~will establish general terms between UTA and its development partner and ~~shall~~will govern all phases of development.
5. If applicable, the Development Team ~~shall~~will create a project that meets the requirements and intent of the FTA’s Joint Development program. Prior to development, the Authority’s staff ~~shall~~will obtain FTA approval for proposals at sites involving federal funds.
6. The Master Plan and the Master Development Agreement ~~shall~~will be approved by the Board of Trustees before the Development Team may seek additional approvals.

E. Site Design

1. The Development Team ~~shall~~will generate Site Designs as individual phases of development are identified and readied for construction. Site Designs ~~shall~~will include the final footprint and orientation of buildings, streets, plazas, amenities, landscaping, and other features to be constructed within the scope of that phase.
2. The Design Review Committee ~~shall~~will ensure that proposals adhere to UTA’s general TOD Design Guidelines, meet requirements set forth in the RFQ-P, reflect the community’s interests, and protect the transit-critical functions of the site. DRC reviews ~~shall~~will complement and augment the existing city review process.

F. Financial Analysis

1. The Authority and its development partners ~~shall~~will produce a Financial Analysis for individual development phases including the development pro forma, loan terms, and the applicable legal instrument (Operating Agreement,

Ground Lease Agreement, or other), to formalize the terms of the proposed phase of development.

2. The Financial Analysis ~~shall~~will be reviewed by the Authority’s TOD, legal, and executive staff, as well as a third-party expert consultant, to ensure that the terms are market feasible, ethical, and compliant with applicable policy. The findings from the third-party expert review ~~shall~~will be provided to the UTA Board of Trustees.
 3. The Financial Analysis and the terms of the applicable legal instrument ~~shall~~will be approved by the Board of Trustees prior to execution of the applicable legal instrument.
- G. Construction Management. During construction, the Authority ~~shall~~will coordinate construction efforts between UTA, its development partner, general contractor, and city staff to reasonably mitigate any negative effects to transit operations and the Authority’s patrons due to construction activities.
- H. Property Management
1. After construction is complete, the Authority ~~shall~~will ensure compliance with all applicable agreements, track revenue distributions, and confirm that policies, procedures, and Federal obligations are met.
 2. All revenue generated by FTA-approved Joint Development projects ~~shall~~will be treated as Program Income.
 3. All one-time revenues generated by a major capital event, such as a sale or refinancing, of a TOD project may be reserved and used for future TOD-supportive capital expenditures.

Cross References: TOD Strategic Plan

Revision/Review History:

<u>Date of Local Advisory Council Consultation</u>	<u>Board of Trustees Approval (Resolution Number)</u>	<u>Action</u>
<u>2-20-2019</u>	<u>R2019-01-04</u>	<u>Revised to reflect process changes</u>
	<u>R2019-06-01</u>	<u>Renumbered and renamed from Executive Limitations Policy 2.2.4 – Transit Oriented Development to Board Policy No. 5.1 – Transit Oriented Development; revised to reflect name change from Local Advisory Board to Local Advisory Council.</u>

Revision History:

Local Advisory Board Review	Board of Trustees Review	Resolution	Action
1/16/2019	1/23/2019		

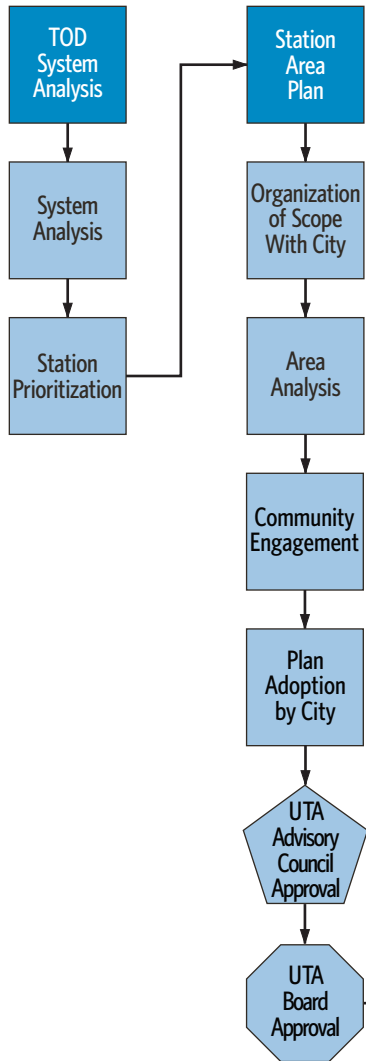
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Exhibit A

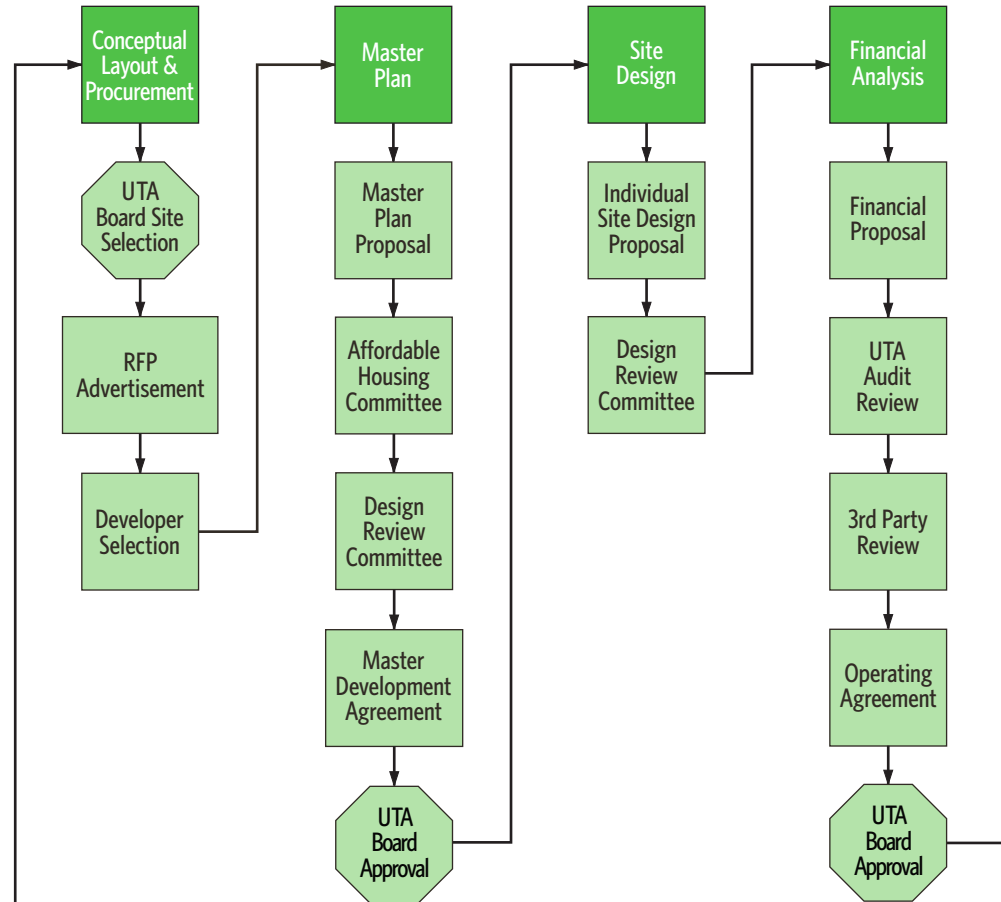
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UTA TOD Planning and Development Process

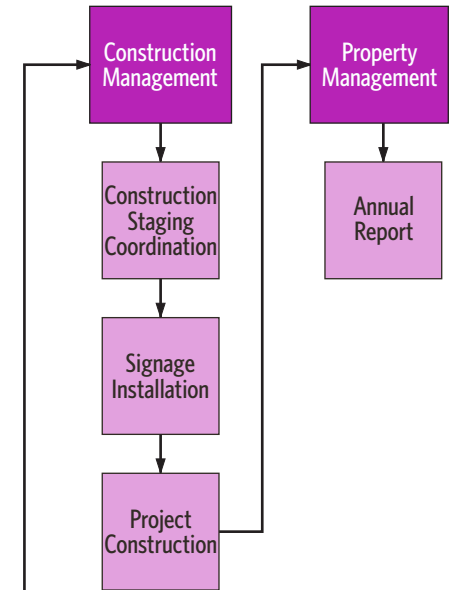
Planning



Implementation



Management



**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
APPROVING AMENDMENT OF THE AUTHORITY'S 2019 BUDGET**

No. R2019-06-02

June 19, 2019

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

WHEREAS, the Board of Trustees of the Authority is charged by the State of Utah with the responsibility to establish the Authority's annual budget;

WHEREAS, the Board of Trustees adopted the Authority's 2019 Budget on December 12, 2018 in Resolution No. R2018-12-01 and re-adopted the Authority's 2019 Budget on January 30, 2019 in Resolution No. R2019-01-05;

WHEREAS, the Board of Trustees may amend the Authority's budget to accommodate changes to its total budget or changes in the function or purpose of budgeted funds;

WHEREAS, the addition of revenue from Utah County's fourth quarter-cent sales tax, mobility management grants, and transit-oriented development, as well as the adjustment for carry overs from 2018 projects and the approval of four capital projects necessitate an amendment of the Authority's 2019 Budget;

WHEREAS, the Local Advisory Council reviewed the proposed Amended 2019 Budget on June 12, 2019; and

WHEREAS, the Board of Trustees desires to amend the Authority's 2019 Budget as set forth in Exhibit A.

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

1. That the Board of Trustees hereby adopts the Amended 2019 Budget attached as Exhibit A.
2. That the corporate seal be attached hereto.

Approved and adopted this 19th day of June 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A

**UTAH TRANSIT AUTHORITY
AMENDED 2019 OPERATING BUDGET
June 12, 2019**

	2019 Final Budget	TOD Project Manager (7 months)	Utah County 4th Quarter (4 months collections)	Coordinated Mobility from SB003 - \$250,000 one-time and \$70,000 on-going	2019 Amended Budget
<u>Revenue</u>					
1 Sales Tax	\$ 311,796,000		3,065,000		\$ 314,861,000
2 Federal Preventative Maintenance	66,188,000				\$ 66,188,000
3 Passenger Revenue	53,420,000				\$ 53,420,000
4 Advertising	2,467,000				\$ 2,467,000
5 Investment Income	8,582,000				\$ 8,582,000
6 Other Revenues	3,545,000	68,000		320,000	\$ 3,933,000
7 Salt Lake City	5,356,000				\$ 5,356,000
8 Salt Lake County (S-Line)	500,000				\$ 500,000
9 Utah County	2,500,000		(830,000)		\$ 1,670,000
10 Motor Vehicle Registration to UDOT	2,400,000				\$ 2,400,000
11 Total Revenue	456,754,000	68,000	2,235,000	320,000	459,377,000
<u>Operating Expense</u>					
12 Bus	102,107,000				\$ 102,107,000
13 Commuter Rail	29,064,000				\$ 29,064,000
14 Light Rail	49,906,000				\$ 49,906,000
15 Paratransit Service	22,918,000				\$ 22,918,000
16 Rideshare/Vanpool	3,221,000			320,000	\$ 3,541,000
17 Operations Support	48,097,000				\$ 48,097,000
18 General & Administrative	33,689,000				\$ 33,689,000
19 Salt Lake City service	4,950,000				\$ 4,950,000
20 Salt Lake County service	11,479,000				\$ 11,479,000
21 Total Operating Expense	305,431,000	-	-	320,000	305,751,000

Non-Operating Expense

22	Planning/Real Estate/TOD/Major Program Development	6,083,000	68,000			6,151,000
23	Total Non-operating Expense	6,083,000	68,000	-	-	6,151,000

Debt Service

24	Principal and Interest	119,584,000		2,235,000		121,819,000
25	Contribution to Early Debt Retirement Reserve	23,735,000				23,735,000
26	Contribution to Reserves	1,921,000				1,921,000
27	Total Debt Service and Reserves	145,240,000	-	2,235,000	-	147,475,000
28	Total Expense	\$ 456,754,000	\$ 68,000	\$ 2,235,000	\$ 320,000	\$ 459,377,000

**UTAH TRANSIT AUTHORITY
AMENDED 2019 CAPITAL BUDGET - SUMMARY
June 12, 2019**

<u>Funding Sources</u>	2019 Final Budget	2018 Capital Carryover Adjustment			2019 Amended Budget
29 UTA Current Year Funding	\$ 23,113,000				\$ 23,113,000
30 2018 UTA Carryover Funding	23,439,000	(2,200,562)			21,238,438
31 Grants	50,031,000	12,367,278			62,398,278
32 Local Partner Contributions	11,009,000	6,004,733			17,013,733
33 State Contribution	4,677,000	388,699			5,065,699
34 2018 Bond Proceeds	19,020,000	6,057,792			25,077,792
35 Leasing	10,090,000	1,013,282			11,103,282
36 Total Funding Sources	141,379,000	23,631,222	-	-	165,010,222

Expense

37 Provo-Orem TRIP	2,500,000	8,091,896			10,591,896
38 Airport Station Relocation	2,650,000	-			2,650,000
39 State of Good Repair	46,754,000	390,243			47,144,243
40 Other Capital Projects	89,475,000	15,149,083			104,624,083
41 Total Expense	\$ 141,379,000	\$ 23,631,222	\$ -	\$ -	\$ 165,010,222

Exhibit 1 - 2019 Capital Budget Amendment - Reason for Changes

Project name	2019 Capital Budget	Reallocation of 2019 Budget Between Projects	New Project - Not Previously Budgeted	Project Estimate Change in Budgeted Project	Project Budget Unchanged - Adjustment for Carryover Amount	Amended 2019 Capital Budget
1 Provo-Orem TRIP	\$ 2,500,000	\$ -	\$ -	\$ -	\$ 8,091,896	\$ 10,591,896
3 Airport Station Relocation	\$ 2,650,000	\$ -	\$ -	\$ -	\$ -	\$ 2,650,000
5 State of Good Repair						
6 Revenue / Service Vehicles						
7 Replacement Buses	\$ -					
8 Replacement Paratransit	2,880,000	-	-	-	(224,833)	2,655,167
9 Van pool Van replacement	1,960,000	-	-	-	1,238,115	3,198,115
10 Non-Rev Service Vehicle Replacement	200,000	-	-	-	(180,548)	19,452
11 Total Revenue/Service Vehicles	\$ 5,040,000	\$ -	\$ -	\$ -	\$ 832,734	\$ 5,872,734
13 Information Technology						
14 Central Division Fluid Management System (Graco Matrix System)	\$ 33,000	\$ -	\$ -	\$ -	\$ -	\$ 33,000
15 IT Allocation for Projects	1,300,000	(1,300,000)	-	-	-	-
16 Improve MDX on TRAX Trains	-	10,000	-	-	-	10,000
17 AppDev and Enhancemnts	-	300,000	-	-	(13,939)	286,061
18 JDE Time / Labor Improvements	80,000	-	-	(80,000)	-	-
19 New MS SQL Server Licenses	66,000	-	-	(66,000)	-	-
20 Radio Communication Infrastructure	185,414	90,000	-	-	(116,192)	159,222
21 Server, Storage Infrastructure Equipment and Software	75,000	135,000	-	-	(67,576)	142,424
22 Rail Communication On-Board Technology	308,494	-	-	-	(95,026)	213,468
23 Info Security Equip & SW (PCI Compliance and Cyber Security)	400,000	315,000	-	-	(307,736)	407,264
24 Bus Communication On-Board Technology	437,000	250,000	-	-	(189,956)	497,044
25 Information Builders Licenses	31,750	-	-	(31,750)	-	-
26 WiFi Towers	150,000	-	-	-	(410)	149,590
27 IT Managed Reserves	467,968	-	-	-	(269,502)	198,466
28 Vanpool-02 Driver Tracking and Database System	55,000	-	-	-	-	55,000
29 WFRC Grant Passenger Info Improvements	1,459,831	-	-	-	-	1,459,831
30 AppDev JDE System Upgrade	258,638	-	-	-	(21,913)	236,725
31 Legal SW	288,685	-	-	-	(91,605)	197,080
32 Fares System Improvements	199,336	-	-	-	(136,495)	62,841
33 CoordM-04 ITS Development	164,975	-	-	-	89,633	254,608
34 Network & Infrastructure Equipment	251,223	200,000	-	-	(241,903)	209,320
35 IVR Passenger Callout	200,995	-	-	-	(60,728)	140,267
36 Front Runner PA System	27,600	-	-	(20,654)	(6,946)	-
37 Sire to Onbase Migration and Upgrade	15,600	-	-	(15,600)	-	-
38 Meadowbrook Data Center Replacement	11,871	-	-	-	(11,871)	-
39 Mobile Ticketing App	121,048	-	-	(121,048)	-	-
40 FrontRunner WiFi Enhancements	150,910	-	-	-	(90,220)	60,690
41 Trapeze Enhancements	100,000	-	-	(70,000)	-	30,000
42 TOPS Software Web Based	18,676	-	-	(18,676)	-	-

Exhibit 1 - 2019 Capital Budget Amendment - Reason for Changes

Project name	2019 Capital Budget	Reallocation of 2019 Budget		New Project - Not Previously Budgeted	Project Estimate Change in Budgeted Project	Project Budget Unchanged - Adjustment for Carryover Amount	Amended 2019 Capital Budget
		Budget Between Projects					
43 System Infrastructure and Enhancements	12,171	-	-	-	(484)	(11,687)	-
44 Electronic Fare Collection	3,293,112	-	-	-	-	(509,777)	2,783,335
45 Rail Passenger Info	476,235	-	-	-	-	(17,633)	458,602
46 TC-1 Timekeeping Upgrade	480,000	-	-	-	-	-	480,000
47 VTCLI Marketing	-	-	-	-	-	8,880	8,880
48 Total Information Technology	\$ 11,120,532	\$ -	\$ -	\$ -	\$ (424,212)	\$ (2,162,602)	\$ 8,533,718
49							
50 Facilities, Safety, & Admin Equip.							
51 Office Equipment Reserve	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ (706)	\$ 99,294
52 Equipment Managed Reserve	425,000	-	-	-	-	-	425,000
53 Facilities Managed Reserve	1,100,000	(792,000)	-	-	-	-	308,000
54 Replacement Lift at Meadowbrook	-	165,000	-	-	-	-	165,000
55 Replacement Lift at Ogden	-	225,000	-	-	-	-	225,000
56 UPS Replacemnt at Riverside	-	25,000	-	-	-	-	25,000
57 Boiler Pump at Warm Springs	-	40,000	-	-	-	-	40,000
58 Fire Monitoring system Upgrade at Ogden	-	25,000	-	-	-	-	25,000
59 Ogden Fuel Door Replacement	-	12,000	-	-	-	-	12,000
60 Concrete /Asphalt Repair and Replacement	-	200,000	-	-	-	-	200,000
61 Oil/Water Separator at Riverside	-	100,000	-	-	-	-	100,000
62 Corridor Fencing - Replacement	50,000	-	-	-	-	130,418	180,418
63 Camera Sustainability	50,000	-	-	-	-	5,732	55,732
64 Access Control for Data Rooms	-	15,000	-	-	-	8,442	23,442
65 Ballastic Vest Replacement	-	15,000	-	-	-	(360)	14,640
66 Bus Camera Overhaul/Replacement	-	50,000	-	-	-	-	50,000
67 Camera Coverage on PCC Cabinets	-	35,000	-	-	-	-	35,000
68 Canine Detection Dog(s)	-	8,000	-	-	-	-	8,000
69 Emergency Operations Training	-	10,000	-	-	-	-	10,000
70 Facilities Security SGR	-	30,000	-	-	-	-	30,000
71 Fall Arrest - Track 3 MRSC and Track 10 JRSC	-	40,000	-	-	-	-	40,000
72 Fall Arrest - Wheel Truing Machine	-	20,000	-	-	-	-	20,000
73 Laptop Replacement	-	35,000	-	-	-	-	35,000
74 Meadowbrooke West Employee Parking Lot Gate Improvements	-	30,000	-	-	-	-	30,000
75 Mini Robot	-	12,000	-	-	-	-	12,000
76 Next Crossing Camera Installation	-	35,000	-	-	-	7,210	42,210
77 Riverside Employee Parking Lot Fencing	-	50,000	-	-	-	-	50,000
78 Police Vehicle Replacement	-	215,000	-	-	-	32,681	247,681
79 Safety projects	822,169	(600,000)	-	-	-	(184,123)	38,046
80 Tasers	-	-	-	-	-	101,734	101,734
81 Body Cameras	-	-	-	-	-	115,000	115,000
82 Bus Safety Security	-	-	-	-	-	36,724	36,724
83 Emergency Management Items	-	-	-	-	-	4,652	4,652
84 Public Awareness Campaign	-	-	-	-	-	28,574	28,574
85 Camera Coverage on Platforms	-	-	-	-	-	7,788	7,788

Exhibit 1 - 2019 Capital Budget Amendment - Reason for Changes

	Project name	Reallocation of 2019			Project Estimate Change in Budgeted Project	Project Budget Unchanged - Adjustment for Carryover Amount	Amended 2019 Capital Budget
		2019 Capital Budget	Budget Between Projects	New Project - Not Previously Budgeted			
86	Steel Bucket Replacements	-	-	-	-	23,000	23,000
87	Total Facilities, Safety, & Admin Equip.	\$ 2,547,169	\$ -	\$ -	\$ -	\$ 316,766	\$ 2,863,935
88							
89	Infrastructure State of Good Repair Projects						
90	Main St/4th S HGU Interlocking Rehab switches/ frogs	\$ 4,743,940	\$ -	\$ -	\$ 283,821	\$ (283,821)	\$ 4,743,940
91	Bridge Rehabilitation & Maintenance	278,000	-	-	-	41,543	319,543
92	Bus Engine/Transmission Replacements	1,000,000	-	-	(130,000)	1,015,733	1,885,733
93	Commuter Rail Cab and Coach Car Overhaul Program	500,000	-	-	-	-	500,000
94	FrontRunner Platform Snowmelt System Repairs	30,000	-	-	-	-	30,000
95	Light Rail Grade Crossing Program	856,273	-	-	-	(56,273)	800,000
96	SD Light Rail Vehicle Overhaul	5,273,388	-	-	-	(720,271)	4,553,117
97	SGR Repair LRV	948,000	-	-	(311,445)	93,445	730,000
98	S70 Light Rail Vehicle Overhaul	4,096,000	-	-	-	-	4,096,000
99	Signal and Grade Crossing Bungalow Batteries	70,000	-	-	-	-	70,000
100	Stray Current Mitigation	600,000	-	-	-	(179,069)	420,931
101	TPSS Component Replacement	600,000	-	-	-	-	600,000
102	Delta and 150 Interlocking Replacement	1,889,542	-	-	-	2,110,458	4,000,000
103	Rail Replacement Work	1,847,472	-	-	-	97,550	1,945,022
104	Paint Room Bldg. 8	242,928	-	-	130,000	18,567	391,495
105	Prime Mover Turbocharger Replacement	192,545	(4,225)	-	-	(188,320)	-
106	Prime Mover Engine Rebuild	3,889,562	4,225	-	-	(443,882)	3,449,905
107	Asset Management SW	10,000	-	-	-	1,212	11,212
108	Other	477,869	(547,284)	-	-	69,415	-
109	OCS Wire Survey		100,000	100,000			200,000
110	Grounding for SoJo Signal House		71,443				71,443
111	C - Car Tires	500,209	-	-	-	(275,209)	225,000
112	OK Building Roof	-	375,841	-	-	-	375,841
113	RFID Tracking System	-	-	-	-	5,157	5,157
114	820 North Provo Ped Improvements	-	-	-	-	74,360	74,360
115	Locomotive HEP Engine	-	-	-	-	248,647	248,647
116	CR Grade Crossing	-	-	-	-	25,826	25,826
117	Roof Replacements	-	-	-	-	58,259	58,259
118	Bus Lift Replacements	-	-	-	-	25,083	25,083
119	II Plug Installations	-	-	-	-	17,342	17,342
120	Total State of Good Repair	\$ 28,045,728	\$ -	\$ 100,000	\$ (27,624)	\$ 1,755,752	\$ 29,873,856
121	Total State of Good Repair	\$ 46,753,429	\$ -	\$ 100,000	\$ (451,836)	\$ 742,650	\$ 47,144,243
122							
123	Capital Projects						
124	Capital Projects						
125	Ogden/Weber State University BRT Design	\$ 1,700,000	\$ -	\$ -	\$ -	\$ 2,408,924	\$ 4,108,924
126	Prop #1 Davis County Improvements	2,070,753	-	-	-	(112,889)	1,957,864
127	Prop #1 Weber County Improvements	199,271	-	-	-	362,761	562,032

Exhibit 1 - 2019 Capital Budget Amendment - Reason for Changes

	2019 Capital Budget	Reallocation of 2019 Budget Between Projects	New Project - Not Previously Budgeted	Project Estimate Change in Budgeted Project	Project Budget Unchanged - Adjustment for Carryover Amount	Amended 2019 Capital Budget
128 Prop#1 Tooele County Improvements	71,576	-	-	-	(2,208)	69,368
129 Positive Train Control	5,598,884	-	-	-	(417,785)	5,181,099
130 TIGER Program of Projects	15,012,832	-	-	-	(906,109)	14,106,723
131 UVU Ped Bridge	2,000,000	-	-	-	-	2,000,000
132 3300/3500 South MAX Expansion & Optimization	268,154	-	-	-	-	268,154
133 Box Elder Right of Way Preservation	4,693,670	-	-	-	279,247	4,972,917
134 Clearfield FR Station Trail	268,154	-	-	-	-	268,154
135 Depot District- Phased Project, 2018 Phase 1 and Future Phases	27,342,434	-	-	-	(226,617)	27,115,817
136 SLCounty ROW Preservation/SWSLCo Transit Corridor	-	-	-	-	-	-
137 Sugar House Double Tracking	2,898,725	-	-	(998,725)	(700,000)	1,200,000
138 UDOT 1-15 Widening/7200 South bridge replacement	1,511,613	-	-	-	672,461	2,184,074
139 Update Bike Cars on FrontRunner	296,699	-	-	-	-	296,699
140 Stairs to and Heated Apron on Track 15 at JRSC	150,000	-	-	-	-	150,000
141 System-Wide ADA Bus Stop Imp	100,000	-	-	-	(16,396)	83,604
142 Paint Booth at Warm Springs	450,000	-	-	-	-	450,000
143 Warm Springs Fabrication Shop	78,395	-	-	-	-	78,395
144 South Davis BRT	1,200,000	-	-	-	(681)	1,199,319
145 DSI Inventory software & scanners	104,200	(104,200)	-	-	-	-
146 Badge Access and Cameras for Part Rooms	-	104,200	-	-	-	104,200
147 Wayfinding Signage Plan	747,951	-	-	-	245,609	993,560
148 Weber Cnty CR ROW Preservation	450,000	-	-	-	50,000	500,000
149 SW SLCounty ROW preservation	600,000	-	-	(600,000)	-	-
150 MOW Building - Clearfield	350,000	-	-	-	-	350,000
151 Signal Pre-emption Projects w/UDOT	622,831	-	-	-	398,944	1,021,775
152 Sandy Parking Structure	4,436,023	-	-	-	1,804,256	6,240,279
153 Prop #1 for Tiger - Tooele County	61,147	-	-	(61,147)	-	-
154 20-1717 - 5310 Prgm-SLC/WVC	2,303,894	-	-	-	(143,625)	2,160,269
155 20-1716 - 5310 Prgm-PRO/OREM	528,125	-	-	-	1,467	529,592
156 20-1715 - 5310 Prgm-OGD/LAY	928,700	-	-	-	(447)	928,253
157 5310 Grant UT-2016-013 Utah County UZA	410,922	-	-	-	(366,512)	44,410
158 5310 Grant UT-2016-013 Davis/Weber UZA	756,593	-	-	-	(568,425)	188,168
159 5310 Grant UT-2016-013 Salt Lake UZA	1,201,785	-	-	-	(908,682)	293,103
160 Electric Bus Purchase Lo/No Grant	237,165	-	-	-	5,846,532	6,083,697
161 FTA 5310 Funds as designated recipient	527,317	-	-	-	(375,239)	152,078
162 FL 2015 ROW	456,323	-	-	-	70,994	527,317
163 Tooele Bus Facility	2,291,147	-	-	-	(1,017,932)	1,273,215
164 Salt Lake City Buses	5,250,000	-	-	-	-	5,250,000
165 U of U Union Building Hub	399,400	-	-	-	-	399,400
166 Sharp/Tintic Rail	100,444	-	-	6,029,856	-	6,130,300
167 Park City Electric Bus Replacement	-	-	2,897,267	-	-	2,897,267
168 Vanpool Vineyard Expansion	-	-	135,000	-	-	135,000
169 Point of Mountain AA	800,000	-	-	-	-	800,000
170 UTA ADA Bus Stop Improvements UTCO	-	-	675,000	-	-	675,000

Exhibit 1 - 2019 Capital Budget Amendment - Reason for Changes

	Project name	2019 Capital Budget	Reallocation of 2019 Budget Between Projects	New Project - Not Previously Budgeted	Project Estimate Change in Budgeted Project	Project Budget Unchanged - Adjustment for Carryover Amount	Amended 2019 Capital Budget
171	TVM Replacement Program	-	-	-	-	25,810	25,810
172	Downtown TRAX Signal Improvements	-	-	-	-	11,100	11,100
173	650 South TRAX Station	-	-	-	-	200,000	200,000
174	Timp Fit Factory Remodel	-	-	-	-	32,272	32,272
175	Police Substation and Customer Service Booth at Provo IMC	-	-	-	-	424,875	424,875
176	Total Capital Projects	\$ 89,475,127	\$ -	\$ 3,707,267	\$ 4,369,984	\$ 7,071,705	\$ 104,624,083
177	Total Capital Budget	\$ 141,378,556	\$ -	\$ 3,807,267	\$ 3,918,148	\$ 15,906,251	\$ 165,010,222

Exhibit 2 - Amended 2019 Capital Budget Detail

Project Name	2019 Amended Budget	Bonds	Grants	Lease	State Funding	Local Partners	UTA Funded
1 Provo-Orem TRIP	\$ 10,591,896	\$ 6,968,557	\$ 3,623,339	\$ -	\$ -	\$ -	\$ -
2							
3 Airport Station Relocation	\$ 2,650,000	\$ 2,650,000	\$ -	\$ -	\$ -	\$ -	\$ -
4							
5 State of Good Repair							
6 Revenue / Service Vehicles							
7 Replacement Buses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8 Replacement Paratransit	2,655,167	-	-	2,655,167	-	-	-
9 Van pool Van replacement	3,198,115	-	-	3,198,115	-	-	-
10 Non-Rev Service Vehicle Replacement	19,452	-	-	-	-	-	19,452
11 Total Revenue/Service Vehicles	\$ 5,872,734	\$ -	\$ -	\$ 5,853,282	\$ -	\$ -	\$ 19,452
12							
13 Information Technology							
14 Central Division Fluid Management System (Graco Matrix System)	\$ 33,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,000
15 IT Allocation for Capital Projects	-	-	-	-	-	-	-
16 Improve MDX on TRAX Trains	10,000	-	-	-	-	-	10,000
17 AppDev and Enhancemnts	286,061	-	-	-	-	-	286,061
18 JDE Time / Labor Improvements	-	-	-	-	-	-	-
19 New MS SQL Server Licenses	-	-	-	-	-	-	-
20 Radio Communication Infrastructure	159,222	-	-	-	-	-	159,222
21 Server, Storage Infrastructure Equipment and Software	142,424	-	-	-	-	-	142,424
22 Rail Communication On-Board Technology	213,468	-	-	-	-	-	213,468
23 Info Security Equip & SW (PCI Compliance and Cyber Security)	407,264	-	-	-	-	-	407,264
24 Bus Communication On-Board Technology	497,044	-	-	-	-	-	497,044
25 Information Builders Licenses	-	-	-	-	-	-	-
26 WiFi Towers	149,590	-	-	-	-	-	149,590
27 IT Capital Pool	198,466	-	-	-	-	-	198,466
28 Vanpool-02 Driver Tracking and Database System	55,000	-	-	-	-	-	55,000
29 WFRC Grant Passenger Info Improvements	1,459,831	-	1,361,000	-	-	-	98,831
30 AppDev JDE 9.2 System Upgrade	236,725	-	-	-	-	-	236,725
31 Legal SW	197,080	-	-	-	-	-	197,080
32 Fares System Improvements	62,841	-	-	-	-	-	62,841
33 CoordM-04 ITS Development	254,608	-	187,750	-	-	-	66,858
34 Network & Infrastructure Equipment	209,320	-	-	-	-	-	209,320
35 IVR Passenger Callout	140,267	-	-	-	-	-	140,267
36 Front Runner PA System	-	-	-	-	-	-	-
37 Sire to Onbase Migration and Upgrade	-	-	-	-	-	-	-
38 Meadowbrook Data Center Replacement	-	-	-	-	-	-	-

Exhibit 2 - Amended 2019 Capital Budget Detail

Project Name	2019 Amended Budget	Bonds	Grants	Lease	State Funding	Local Partners	UTA Funded
39 Mobile Ticketing App	-	-	-	-	-	-	-
40 FrontRunner WiFi Enhancements	60,690	-	-	-	-	-	60,690
41 Trapeze Enhancements	30,000	-	-	-	-	-	30,000
42 TOPS Software Web Based	-	-	-	-	-	-	-
43 System Infrastructure and Enhancements	-	-	-	-	-	-	-
44 Electronic Fare Collection	2,783,335	-	-	-	-	-	2,783,335
45 Rail Passenger Info	458,602	-	-	-	-	-	458,602
46 TC-1 Timekeeping Upgrade	480,000	-	-	-	-	-	480,000
47 VTCLI Marketing	8,880	-	8,880	-	-	-	-
48 Total Information Technology	\$ 8,533,718	\$ -	\$ 1,557,630	\$ -	\$ -	\$ -	\$ 6,976,088
49							
50 Facilities, Safety, & Admin Equip.							
51 Office Equipment Reserve	\$ 99,294	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,294
52 Equipment Managed Reserve	425,000	-	-	-	-	-	425,000
53 Facilities Managed Reserve	308,000	-	-	-	-	-	308,000
54 Replacement Lift at Meadowbrook	165,000	-	-	-	-	-	165,000
55 Replacement Lift at Ogden	225,000	-	-	-	-	-	225,000
56 UPS Replacemnt at Riverside	25,000	-	-	-	-	-	25,000
57 Boiler Pump at Warm Springs	40,000	-	-	-	-	-	40,000
58 Fire Monitoring system Upgrade at Ogden	25,000	-	-	-	-	-	25,000
59 Ogden Fuel Door Replacement	12,000	-	-	-	-	-	12,000
60 Concrete /Asphalt Repair and Replacement	200,000	-	-	-	-	-	200,000
61 Oil/Water Separator at Riverside	100,000	-	-	-	-	-	100,000
62 Corridor Fencing - Replacement	180,418	-	-	-	-	-	180,418
63 Camera Sustainability	55,732	-	-	-	-	-	55,732
64 Access Control for Data Rooms	23,442	-	-	-	-	-	23,442
65 Ballastic Vest Replacement	14,640	-	-	-	-	-	14,640
66 Bus Camera Overhaul/Replacement	50,000	-	-	-	-	-	50,000
67 Camera Coverage on PCC Cabinets	35,000	-	-	-	-	-	35,000
68 Canine Detection Dog(s)	8,000	-	8,000	-	-	-	-
69 Emergency Operations Training	10,000	-	-	-	-	-	10,000
70 Facilities Security SGR	30,000	-	-	-	-	-	30,000
71 Fall Arrest - Track 3 MRSC and Track 10 JRSC	40,000	-	-	-	-	-	40,000
72 Fall Arrest - Wheel Truing Machine	20,000	-	-	-	-	-	20,000
73 Laptop Replacement	35,000	-	-	-	-	-	35,000
74 Meadowbrooke West Employee Parking Lot Gate Improvements	30,000	-	-	-	-	-	30,000
75 Mini Robot	12,000	-	-	-	-	-	12,000
76 Next Crossing Camera Installation	42,210	-	-	-	-	-	42,210

Exhibit 2 - Amended 2019 Capital Budget Detail

Project Name	2019 Amended Budget	Bonds	Grants	Lease	State Funding	Local Partners	UTA Funded
77 Riverside Employee Parking Lot Fencing	50,000	-	-	-	-	-	50,000
78 Police Vehicle Replacement	247,681	-	-	-	-	-	247,681
79 Safety projects	38,046	-	-	-	-	-	38,046
80 Tasers	101,734	-	-	-	-	-	101,734
81 Body Cameras	115,000	-	-	-	-	-	115,000
82 Bus Safety Security	36,724	-	-	-	-	-	36,724
83 Emergency Management Items	4,652	-	-	-	-	-	4,652
84 Public Awareness Campaign	28,574	-	28,574	-	-	-	-
85 Camera Coverage on Platforms	7,788	-	-	-	-	-	7,788
86 Steel Bucket Replacements	23,000	-	-	-	-	-	23,000
87 Total Facilities, Safety, & Admin Equip.	\$ 2,863,935	\$ -	\$ 36,574	\$ -	\$ -	\$ -	\$ 2,827,361
88							
89 Infrastructure State of Good Repair Projects							
90 Main St/4th S HGU Interlocking Rehab switches/ frogs	\$ 4,743,940	\$ 4,460,119	\$ -	\$ -	\$ -	\$ -	\$ 283,821
91 Bridge Rehabilitation & Maintenance	319,543	-	-	-	-	-	319,543
92 Bus Engine/Transmission Replacements	1,885,733	-	-	-	-	-	1,885,733
93 Commuter Rail Cab and Coach Car Overhaul Program	500,000	-	-	-	-	-	500,000
94 FrontRunner Platform Snowmelt System Repairs	30,000	-	-	-	-	-	30,000
95 Light Rail Grade Crossing Program	800,000	-	-	-	-	-	800,000
96 SD Light Rail Vehicle Overhaul	4,553,117	-	-	-	-	-	4,553,117
97 SGR Repair LRV	730,000	-	-	-	-	-	730,000
98 S70 Light Rail Vehicle Overhaul	4,096,000	-	-	-	-	-	4,096,000
99 Signal and Grade Crossing Bungalow Batteries	70,000	-	-	-	-	-	70,000
100 Stray Current Mitigation	420,931	-	-	-	-	-	420,931
101 TPSS Component Replacement	600,000	-	-	-	-	-	600,000
102 Delta and 150 Interlocking Replacement	4,000,000	4,000,000	-	-	-	-	-
103 Rail Replacement Work	1,945,022	1,945,022	-	-	-	-	-
104 Paint Room Bldg. 8	391,495	-	-	-	-	-	391,495
105 Prime Mover Turbocharger Replacement	-	-	-	-	-	-	-
106 Prime Mover Engine Rebuild	3,449,905	-	600,000	-	-	-	2,849,905
107 Asset Management SW	11,212	-	-	-	-	-	11,212
108 Other	-	-	-	-	-	-	-
109 OCS Wire Survey	200,000	-	-	-	-	-	200,000
110 Grounding for SoJo CR Signal House	71,443	-	-	-	-	-	71,443
111 C - Car Tires	225,000	-	-	-	-	-	225,000
112 OK Building Roof	375,841	-	-	-	-	-	375,841
113 RFID Tracking System	5,157	-	-	-	-	-	5,157
114 820 North Provo Ped Improvements	74,360	-	-	-	-	74,360	-

Exhibit 2 - Amended 2019 Capital Budget Detail

Project Name		2019 Amended Budget	Bonds	Grants	Lease	State Funding	Local Partners	UTA Funded
115	Locomotive HEP Engine	248,647	-	-	-	-	-	248,647
116	CR Grade Crossing	25,826	-	-	-	-	-	25,826
117	Roof Replacements	58,259	-	-	-	-	-	58,259
118	Bus Lift Replacements	25,083	-	-	-	-	-	25,083
119	IJ Plug Installations	17,342	-	-	-	-	-	17,342
120	Total State of Good Repair	29,873,856	10,405,141	600,000	-	-	74,360	18,794,355
121	Total State of Good Repair	\$ 47,144,243	\$ 10,405,141	\$ 2,194,204	\$ 5,853,282	\$ -	\$ 74,360	\$ 28,617,256
122								
123	Capital Projects							
124	Capital Projects							
125	Ogden/Weber State University BRT Design	\$ 4,108,924	\$ -	\$ 1,500,000	\$ -	\$ -	\$ 2,500,000	\$ 108,924
126	Prop #1 Davis County Improvements	1,957,864	-	-	-	-	-	1,957,864
127	Prop #1 Weber County Improvements	562,032	-	-	-	-	-	562,032
128	Prop#1 Tooele County Improvements	69,368	-	-	-	-	-	69,368
129	Positive Train Control	5,181,099	2,324,735	2,856,364	-	-	-	-
130	TIGER Program of Projects	14,106,723	-	9,861,881	-	-	4,075,444	169,398
131	UVU Ped Bridge	2,000,000	-	-	-	-	-	2,000,000
132	3300/3500 South MAX Expansion & Optimization	268,154	-	250,000	-	-	-	18,154
133	Box Elder Right of Way Preservation	4,972,917	-	-	-	-	-	4,972,917
134	Clearfield FR Station Trail	268,154	-	250,000	-	-	-	18,154
135	Depot District- Phased Project, 2018 Phase 1 and Future Phases	27,115,817	1,456,144	21,025,974	-	4,633,699	-	-
136	SLCounty ROW Preservation/SWSLCo Transit Corridor	-	-	-	-	-	-	-
137	Sugar House Double Tracking	1,200,000	-	819,637	-	-	-	380,363
138	UDOT 1-15 Widening/7200 South bridge replacement	2,184,074	-	-	-	-	2,184,074	-
139	Update Bike Cars on FrontRunner	296,699	-	276,612	-	-	-	20,087
140	Stairs to and Heated Apron on Track 15 at JRSC	150,000	-	-	-	-	-	150,000
141	System-Wide ADA Bus Stop Imp	83,604	-	-	-	-	-	83,604
142	Paint Booth at Warm Springs	450,000	-	-	-	-	-	450,000
143	Warm Springs Fabrication Shop	78,395	-	-	-	-	-	78,395
144	South Davis BRT	1,199,319	-	-	-	-	1,199,319	-
145	DSI Inventory software & scanners	-	-	-	-	-	-	-
146	Badge Access and Cameras for Part Rooms	104,200	-	-	-	-	-	104,200
147	Wayfinding Signage Plan	993,560	-	-	-	-	-	993,560
148	Weber Cnty CR ROW Preservation	500,000	-	-	-	-	500,000	-
149	SW SLCounty ROW preservation	-	-	-	-	-	-	-
150	MOW Building - Clearfield	350,000	-	-	-	-	-	350,000
151	Signal Pre-emption Projects w/UDOT	1,021,775	-	-	-	-	1,021,775	-
152	Sandy Parking Structure	6,240,279	-	2,000,000	-	-	2,484,253	1,756,026

Exhibit 2 - Amended 2019 Capital Budget Detail

	Project Name	2019 Amended Budget	Bonds	Grants	Lease	State Funding	Local Partners	UTA Funded
153	Prop #1 for Tiger - Tooele County	-	-	-	-	-	-	-
154	20-1717 - 5310 Prgrm-SLC/WVC	2,160,269	-	1,416,630	-	-	680,826	62,813
155	20-1716 - 5310 Prgrm-PRO/OREM	529,592	-	429,475	-	-	70,205	29,912
156	20-1715 - 5310 Prgrm-OGD/LAY	928,253	-	663,741	-	-	245,471	19,041
157	5310 Grant UT-2016-013 Utah County UZA	44,410	-	42,523	-	-	-	1,887
158	5310 Grant UT-2016-013 Davis/Weber UZA	188,168	-	126,214	-	-	55,536	6,418
159	5310 Grant UT-2016-013 Salt Lake UZA	293,103	-	188,818	-	-	88,013	16,272
160	Electric Bus Purchase Lo/No Grant	6,083,697	-	5,397,287	-	-	360,000	326,410
161	FTA 5310 Funds as designated recipient	152,078	-	123,812	-	-	11,448	16,818
162	FL 2015 ROW	527,317	-	-	-	-	-	527,317
163	Tooele Bus Facility	1,273,215	1,273,215	-	-	-	-	-
164	Salt Lake City Buses	5,250,000	-	-	5,250,000	-	-	-
165	U of U Union Building Hub	399,400	-	372,361	-	-	27,039	-
166	Sharp/Tintic Rail Consolidation	6,130,300	-	5,594,344	-	182,000	235,970	117,986
167	Park City Electric Bus Replacement	2,897,267	-	2,290,000	-	-	500,000	107,267
168	Vanpool Vineyard Expansion	135,000	-	125,860	-	-	-	9,140
169	Point of Mountain AA	800,000	-	-	-	250,000	500,000	50,000
170	UTA ADA Bus Stop Improvements UTCO	675,000	-	629,302	-	-	-	45,698
171	TVM Replacement Program	25,810	-	-	-	-	-	25,810
172	Downtown TRAX Signal Improvements	11,100	-	-	-	-	-	11,100
173	650 South TRAX Station	200,000	-	-	-	-	200,000	-
174	Timp Fit Factory Remodel	32,272	-	-	-	-	-	32,272
175	Police Substation and Customer Service Booth at Provo IMC	424,875	-	339,900	-	-	-	84,975
176	Total Capital Projects	104,624,083	5,054,094	56,580,735	5,250,000	5,065,699	16,939,373	15,734,182
177	Total Amended Capital Budget	165,010,222	\$ 25,077,792	\$ 62,398,278	\$ 11,103,282	\$ 5,065,699	\$ 17,013,733	\$ 44,351,438
178	Adopted 2019 Capital Budget	141,379,000	19,020,000	50,031,000	10,090,000	4,677,000	11,009,000	46,552,000
179	Increase (decrease) from Adopted 2019 Capital Budget	23,631,222	6,057,792	12,367,278	1,013,282	388,699	6,004,733	(2,200,562)

Detailed Contract Description & Purpose

Board Review Date: 6/19/2019 **Document Type:** Contract

Action Requested: Motion to approve the contract or change order

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

Contract Title: Bridge Inspections

Contract # 18-02958BM

Project Manager: Dan Hofer

Contract Administrator: Brian Motes

Impacted Areas: Bridges

Included in budget? Yes

Procurement method:

Request for Qualifications (RFQU)

Contractor:

HDR Engineering, Inc.

N/A

Qty & Unit price

3 Years at \$628,505.90 and a contingency for additional services in the first 3 years of \$30,860.64.

Sole-Source Reason:

Change Order Value \$0

Total Contract Value \$659,366.54

Contract term (Months) 36

Contract Start Date 6/20/2019

Contract options (Months) Two 12 month option years, 24 months

Contract End Date: 6/19/2024

Number of responding firms: 3

\$ Value of Next Lowest Bidder A and E, No Cost

General Description & Purpose:

The Utah Transit Authority (UTA) has completed our procurement for our bridge inspection needs. The award is based upon the technical score and the price was negotiated. These culverts and bridges are located along UTA's rail corridors, both Commuter Rail and Light Rail. Our contract for these services is for a period of three years with an option to renew with two one year option years at UTA's discretion. UTA requested respondents to describe their expertise in culvert and bridge inspections for those structures listed in Appendix A of the contract. The inspections will include all bridge and culvert components including but not limited to: deck, handrails, parapet walls, superstructure, substructure, abutments, footings, piers, rip rap, and wing walls. The two 12 month options for additional services would be negotiated and approved by the Board of Trustees before moving forward with years 4 and 5. There is also a contingency for additional inspection services in the first 3 years if needed of \$30,860.64 as referenced on page 32 of the contract.

Attachments: Contract routing sheet attached?
Other attachments? (list)

Once approved, please forward to Contract Administrator



CONTRACT ROUTING SHEET

CONTRACT SECTION

1) Contract/P.O. No. **18-02958BM** (Assigned by Purchasing) Contract Administrator: **Brian Motes**
 Project Manager: **Dan Hofer**

2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Other G. Renewal H. Services I. Task Orders

3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQ (Qualification)
 RFP (Best-value) Sole source Other: _____

4) Contract Title **Bridge Inspections**

5) Description / Purpose (of contract or project) **The Utah Transit Authority seeks a consultant to complete Bridge Inspection along our routes.**

6) Contractor Name **HDR Engineering, Inc.**

7) Effective Dates Beginning: **Upon Execution** Ending: **06/19/24**

8) Option to renew? Yes No Renewal terms **NA**

FINANCIAL SECTION

9a) Current Contract Value: **\$659,366.54**

9b) Amendment Amount: **\$0.00**

9c) New Contract Value (including all amendments) **\$659,366.54**

9e) Is the amount an estimate? Yes No
 (Estimate if per transaction cost)

9f) If estimated, how was the estimate calculated? **NA**

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

11) Account Code **40-7359.68912** Capital Project Code **SGR35919**

12) Budgeted? Yes No Budget amount: **\$659,366.54**

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	
Legal Compliance AAG	<input checked="" type="checkbox"/> Yes		Michael Bell
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Bryan Steele
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Dan Harmuth
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Dan Hofer
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		David Hancock
Up to \$100K Chief, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		D. Eddy Cumins
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		W. Steve Meyer
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Approval Date

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

UTA CONTRACT NO. 18-02958BM

PROFESSIONAL SERVICES AGREEMENT

Bridge Inspections

This Professional Services Agreement is entered into and made effective as of the ___ day of June, 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 HDR ENGINEERING, INC., with a place of business at 2825 East Cottonwood Parkway, Salt Lake City, Utah 84121 (“Consultant”).

RECITALS

- A. UTA desires to hire professional services for Bridge Inspection Services.
- B. On March 26, 2019, UTA issued Request for Statement of Qualification Package Number 18-02958BM (“RFQ”) encouraging interested parties to submit Statement of Qualifications to perform the services described in the RFQ.
- C. Upon evaluation of the Statement of Qualifications submitted in response to the RFQ, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Consultant is qualified and willing to perform the Work as set forth in the in Exhibit “A” Pricing Proposal and Scope of Services.

AGREEMENT

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

ARTICLE 1.0

Definitions

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

- 1.1 The term “Change Order” shall mean a written modification to this Contract (the form of which shall be prescribed by UTA) pursuant to which the parties shall mutually agree upon and effect any additions, deletions, or variations in the Work (as such Work is initially defined by this Contract). The scope of modifications may include, without limitation, changes in the: (i) consideration paid to Consultant, (ii) deliverables required to be furnished by Consultant; (iii) method, manner or scope of the Work; or (iv) required performance completion milestones or other Contract schedule requirements.
- 1.2 The term “Claims” shall have the meaning set forth in Section 16.1 of this Contract.
- 1.3 The term “Consultant’s Project Manager” shall mean Nash Wilson, or his/her successor as appointed or designated in writing by Consultant.
- 1.4 The term “Consultant’s Statement of Qualification” shall mean HDR, Inc. Bridge Inspection Services dated April 23, 2019.

- 15 The term “Contract” shall mean this Professional Services Agreement (inclusive of amendments and Change Orders hereto), together with all attached exhibits, all documents incorporated by reference pursuant to Article 26 hereof, and all drawings, reports, studies, industry standards, legal requirements and other items referenced in the foregoing documents.
- 16 The term “Indemnitees” shall mean the UTA parties set forth in Section 16.1 of this Contract.
- 17 The term “Scope of Services” shall mean the services described in or reasonably implied by this Contract including, but not limited to, Exhibit “A” (and all Contract requirements associated with such services).
- 18 The term “UTA’s Project Manager” shall mean Dan Hofer or his/her successor as appointed or designated in writing by UTA.
- 19 The term “Work” shall mean any activities undertaken or required to be undertaken by Consultant in conjunction with the Scope of Services or Contract.

ARTICLE 2.0

Description of Services

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

ARTICLE 3.0

Day-to-Day Management of the Work

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

ARTICLE 4.0

Progress of the Work

- 4.1 Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date

requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

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

ARTICLE 5.0

Period of Performance

- 5.1 This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for a 3 year period expiring May 31, 2022. There are also two one year options to this contract. This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

ARTICLE 6.0

Consideration

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- 6.2 To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable

to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.

- 6.3 To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the “Not to Exceed Amount”) specified in Exhibit B (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.
- 6.4 UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

ARTICLE 7.0 Contract Changes

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

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant’s cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

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

- B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract. Consultant must provide notice of a “constructive” change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the “constructive” change. Consultant’s failure to provide timely written notice as provided above shall constitute a waiver of Consultant’s rights with respect to such claim.
- 7.4 As soon as practicable, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work compensable under Section 7.1 or 7.3. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

ARTICLE 8.0

Invoicing Procedures and Records

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

ARTICLE 9.0

Ownership of Materials

- 9.1 Upon payment in full for services satisfactorily rendered, all data including, but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, developed by Consultant as a part of its Work under this Contract (collectively and generically referred to in this Article as “Work Product”) are the property of UTA. All Work Product must be delivered to UTA no later than the completion of the Work and prior to final payment by UTA. In the event this Contract is terminated prior to completion of the Work, then Consultant shall transmit all Work Product completed or in-process as of the date of termination.
- 9.2 UTA shall not be construed to be the owner of any intellectual property contained in the Work Product that was owned or created by Consultant outside of the scope of this Contract. However, with respect to such intellectual property of Consultant, Consultant hereby grants UTA a non-exclusive perpetual license to use such intellectual property to the full extent reasonably necessary for UTA’s use and enjoyment of the Work Product furnished under this Contract.

ARTICLE 10.0

Subcontracts

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

ARTICLE 11.0

Key Personnel

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

ARTICLE 12.0

Suspension of Work

- 121 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.
- 122 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.
- 123 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.
- 124 If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

ARTICLE 13.0

Termination for Convenience; Termination for Cause and Default Remedies

- 13.1 UTA shall have the right to terminate this Contract at any time by providing written notice to Consultant. If this Contract is terminated for convenience, UTA shall pay Consultant its costs and a reasonable profit on work performed up to the effective date of the termination notice, plus costs reasonably and necessarily incurred by Consultant to effect such termination. UTA shall not be responsible for anticipated profits based on Work not performed as of the effective date

of termination. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.

- 13.2 If Consultant materially fails to perform any of its obligations under this Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within ten (10) days after receipt of written notice from UTA, UTA may, at its discretion:
- A. Terminate this Contract (in whole or in part) for default and complete the Work using other contractors or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
 - B. Pursue other remedies available under this Contract (regardless of whether the termination remedy is invoked); and/or
 - C. Except to the extent limited by this Contract, pursue other remedies available at law.

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

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

ARTICLE 14.0

Information, Records, and Reports

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

ARTICLE 15.0

Findings Confidential

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

ARTICLE 16.0

General Indemnification and Insurance

- 16.1 Consultant shall 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 reasonable attorneys' fees and/or litigation expenses (hereinafter collectively "Claims"), brought or made against or incurred by any of the Indemnitees to the extent caused by and resulting from or arising out of the negligent acts or omissions (actual or alleged) of Consultant, its subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable in conjunction with this Contract or any Work performed hereunder. If an employee of Consultant, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against UTA or another Indemnitee, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts.
- 16.2 For the duration of this Contract, Consultant shall maintain at its own expense, and provide proof of said insurance to UTA, the following types of insurance:
 - A. Occurrence type Commercial General Liability Insurance ISO CG001, with an edition date of 11-88 or later, covering the indemnity and other liability provisions of this Contract, with no exclusions of explosion, collapse or underground hazards. The limits shall be \$2,000,000 per occurrence with an annual aggregate of \$4,000,000. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations."
 - B. Professional Liability insurance with the following limits and coverages:

Minimum Limits:

\$2,000,000 each claim

\$4,000,000 annual aggregate

Coverages:

1. Insured's interest in joint ventures
2. Punitive damages coverage (where not prohibited by law)
3. Limited contractual liability
4. Retroactive date prior to date
5. Extended reporting period of 36 months

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

- C. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$2,000,000 combined single limit of coverage. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor."
- D. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$500,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.

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

164 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.

165 Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by UTA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the

project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

ARTICLE 17.0
Other Indemnities

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

ARTICLE 18.0
Independent Contractor

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

ARTICLE 19.0
Prohibited Interest

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

**ARTICLE 20.0
Dispute Resolution**

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

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

Level of Authority	Time Limit
UTA’s Project Manager/Consultant’s Project Manager	Five calendar days
UTA’s Sr. Supply Chain Manager/ Consultant’s Transportation Business Group Leader	Five calendar days
UTA’s VP of Finance/Consultant’s Area Manager	Five calendar days

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

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

**ARTICLE 21
Successors and Assignees**

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

**ARTICLE 22.0
Nonwaiver**

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

**ARTICLE 23.0
Notices or Demands**

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

If to UTA:

Utah Transit Authority
ATTN: Brian Motes
669 West 200 South, SLC , UT 84101

If to Consultant:

HDR, Inc.
Attn: Nash Wilson
2825 East Cottonwood Parkway
Salt Lake City, UT 84121

with a required copy to:

Utah Transit Authority
ATTN: General Counsel
669 West 200 South
Salt Lake City, Utah 84101

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

ARTICLE 24.0
Contract Administrator

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

ARTICLE 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 RFQ 18-02958BM including all federal clauses and other attachments, and Consultant's Statement of Qualification, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A, B and C.

ARTICLE 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:

HDR ENGINEERING, INC.

By _____

By Brent W. Jensen

Name: W. Steve Meyer

Name: Brent Jensen

Title: Interim Executive Director

Title: Area Manager, Sr. Vice President

DocuSigned by:
D. Eddy Cumins
D453D7B9F73D44C...
Name: D. Eddy Cumins

By _____
Name _____

Title: Chief Operating Officer

Title _____

Fed ID# 47-0680568

Approved as to Form and Content

DocuSigned by:
Mike Bell
361F16F838704A9...

Name: Michael Bell

Title: Assistant Attorney
General and UTA Counsel

Reviewed & Recommended

DocuSigned by:
Dan Hofer
600F35E938A64B5...

UTA Project Manager

UTA CONTRACT NO. 18-02958BM

Exhibit A

Scope of Work and Cost Proposal

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Summary Outline

The Utah Transit Authority (UTA) is requesting proposals from local bridge inspection firms that are qualified to perform rail bridge and culvert inspections. These rail bridges and culverts are located along UTA's rail corridors and include both Commuter Rail and Light Rail. The intent of this request for proposals is to procure inspection services of UTA's rail bridges and culverts for a period of three years with an option to renew for up to two more years at UTA's discretion.

UTA is requesting respondents to perform culvert and bridge inspections and provide adverse condition mitigation recommendations for those structures listed in Appendix A of this document. These inspections are to include all bridge and culvert components including but not limited to: deck, handrails, parapet walls, superstructure, substructure, abutments, footings, piers, rip rap, and wing walls.

Quantity

UTA currently has 82 structures that meet the requirements for bridge inspections. These structures range as far north as Ogden and as far south as Provo. A detailed list of these bridges/culverts can be found in Appendix A of this document. This includes such information as length and GPS coordinates. All structures have either concrete or steel superstructures. Some of these structures require underwater inspections. Appendix A identifies the types of inspections each structure is subject to.

Timeline:

UTA is required to perform bridge inspections on an annual basis for each bridge and culvert that meets minimum requirements. For bridges that span waterways, UTA is required to conduct an additional underwater inspection every five years. All required inspections shall be completed by the end of the year in which the required inspection(s) are to be performed. As part of each inspection, a Bridge Inspection Report for each inspection shall be submitted to UTA's Bridge Engineer for review and approval. The inspection of any bridge listed in Appendix A shall not be considered completed until UTA's Bridge Engineer has reviewed and approved the applicant's submitted Bridge Inspection Report.

The best time to start bridge inspections is in the March/April timeframe. Ideally, the final bridge inspection should be completed by Thanksgiving each year. The bridge inspection reports will need to follow the submission timeline outlined below.

UTA will require draft Bridge Inspection Reports to be submitted to UTA's Bridge Engineer within three weeks of the field inspection. The Bridge Engineer will review these draft inspections within one month of submission and provide comments back to the inspection group for response. Once the final comments have been received, the inspection group will have one month from the date of receipt of comments to submit the final inspection report. The timeframe from inspection to final support submission will not exceed 90 days from the inspection date.

The last report should be submitted by December 15th each year.

Terms of Service for this proposal should include years: 2019, 2020 & 2021 with an option to renew for 2022-2023.

Types of Inspections

UTA employs the following types of bridge inspections:

Annual/Routine Inspections

- Completed annually. This is the most common inspection type performed at UTA.
- Substructure elements that are submerged or partially submerged under water are to be observed but are not required to be inspected below submerged elements if an Underwater Inspection is not due.
- Frequency requirement:
- Completed every calendar year but may have as many as 540 days from the previous inspection.

Special Inspections

- Used periodically when certain components are needing additional scrutiny.
- Frequency requirement: None/As needed

Interim Inspections

- Used when the Bridge Engineer determines more frequent monitoring is needed on a particular bridge component.
- Frequency requirement: None/As needed

Emergency Inspection

- Used when UTA must respond to some type of emergency such as a vehicular strike or something similar.
- Frequency requirement: None/As needed

Underwater Inspections

- Performed every five years on bridges which have underwater elements. This requires underwater inspection techniques be employed for submerged bridge elements. This only applies to submerged and partially submerged elements. It may be conducted at the same time as an annual inspection but the underwater inspection is primarily focused on the submerged and partially submerged elements.
 - Scour
 - Erosion
 - Corrosion
 - Cracking
 - Piping/Undermining
 - Settlement
 - Existing Rip Rap

- There are some instances where the water completely dries up during the late fall and winter months where inspectors have full access to all elements that may have been submerged earlier in the inspection year. If this condition presents itself, the inspection team may perform an annual inspection and in addition submit an underwater inspection that addresses these typically submerged components to meet this requirement.
- Frequency requirement: Every five years from the previous Underwater Inspection date.

Minimum Requirements

The following are the minimum requirements for the bridge inspection group will be required to do/provide as part of this work:

- The selected team must be able to provide all of their own inspection gear including dive equipment.
- There is one bridge where the water level has consistently been at the bottom of the deck and no air pocket is present between the top of the water and bottom of the deck. The dimensions are minimal but there is one bridge where this condition exists. It will be identified in Appendix A.
- The selected team must participate in all UTA training required to enter the rail right-of-way prior to entering the rail corridors. This includes Roadway Worker Protection (RWP) training that must be re-certified each year.
- The selected team must request all necessary track access permits to perform necessary inspections. UTA will provide guidance on how this is to be done.
- UTA will be available to help with access to the locations if needs be. There are certain bridges that are best accessed at night or on Sundays due to reduced or absence of rail traffic. Those will be identified in Appendix A. The long term expectation is that the bridge inspection teams provide enough personnel to provide protection and expertise to complete the bridge inspections. In UTA's experience, this is best completed with a minimum of three people performing the following job functions:
 - Watchman/Lookout
 - Bridge Inspector
 - Bridge Engineer
- Final report submissions are to follow the AASHTO Bridge Element assessments and NBI component condition rating scale.
 - In addition, UTA is requesting an examination of the rails and ties for visual defects.

UTA retains the right to request additional inspections at any time on any bridge or bridge component it feels merits such an inspection. These are rare but may include incidents such as:

- Bridge strike from passing traffic
- Unusual condition uncovered during the course of a normal bridge inspection.
- If traffic control is ever required to perform a bridge inspection, the selected bridge team will be responsible for procuring all necessary traffic control.
- Please see pricing requirements for guidance on how to price these potential occurrences.

Some of these bridges have inspection overlap requirements with UDOT. Appendix A outlines the bridge elements for which UDOT has shared inspection responsibilities.

- Final submission in pdf format.
 - In addition, any pictures included in the bridge inspection reports need to be submitted separately as jpegs on a flash drive. Pictures will need to be organized in a file structure with the line, bridge and year they are associated with.
 - All photos shall include a digital date and time stamp on the photo as verification of when the photo was taken. In addition, they should have a brief description of what the photo is intended to convey and also a location description.
 - As part of the final submission, mitigation activities recommended based on observed conditions will need to be included. These will be provided in the following timeframes:
 - Complete within the next year.
 - Complete within the next two to five years.
- The Bridge Inspection team is responsible for ensuring timely submission of required inspections.
 - Required inspections are the Annual/Routine inspections and Underwater inspection.
- Bridge Inspection Company may determine inspector qualifications however, evidence of some formal training must be provided as part of the RFP submission. At least one member of this team will be a registered Professional Engineer in the State of Utah and have a minimum of three years' experience in bridge inspections.
- A description of the training bridge inspectors receive will be provided to UTA as part of the bid documents.

Pricing Requirements

Please provide the final price in a Lump Sum/Not to Exceed format which includes the following breakdown:

- Total price for the three years
- Contingency fund for completion of additional inspections based up to five occurrences per year.
- Contingency can be used at any point during the term of the contract. Any contingency done above and beyond this requirement will be handled through change order negotiations.

Appendix A- Bridge List, Lengths & Shared UDOT Responsibilities

Asset Name	SubSystem	Latitude	Longitude	MilePost1	Total Length (LF)	Underwater Inspection Required? (Yes/No)	Best Inspection Time Outside Normal Hours	UDOT Responsibility Element
North Temple Viaduct	AIRPORT TRAX	40.771596	-111.902899	AP0.3	525	No		UTA is only responsible for inspection of north part of structure that LRT lines operate on.
Jordan River Bridge	AIRPORT TRAX	40.771499	-111.925882	AP1.4	91.75	Yes		
Surplus Canal (South)	AIRPORT TRAX	40.765489	-111.966275	AP3.6	165	Yes		
Wingpointe Golf Cart Tunnel	AIRPORT TRAX	40.771729	-111.98575	AP4.9	15	No		
Surplus Canal North Culvert Extension	AIRPORT TRAX	40.772662	-111.985555	AP4.96	165	Yes		

Asset Name	SubSystem	Latitude	Longitude	MilePost1	Total Length (LF)	Underwater Inspection Required? (Yes/No)	Best Inspection Time Outside Normal Hours	UDOT Responsibility Elements
North Temple Viaduct	AIRPORT TRAX	40.771596	-111.902899	AP0.3	525	No		UTA is only responsible for inspection of the north part of the structure that LRT lines open on.
Jordan River Bridge	AIRPORT TRAX	40.771499	-111.925882	AP1.4	91.75	Yes		
Surplus Canal (South)	AIRPORT TRAX	40.765489	-111.966275	AP3.6	165	Yes		
Wingpointe Golf Cart Tunnel	AIRPORT TRAX	40.771729	-111.98575	AP4.9	15	No		
Surplus Canal North Culvert Extension	AIRPORT TRAX	40.772662	-111.985555	AP4.96	165	Yes		

North Point Canal Culvert Extension	AIRPORT TRAX	40.773027	-111.985414	AP4.98	44	Yes		Culvert is typically full, no airgap between top of water and bottom of deck
Farmington Station Pedestrian Bridge	Commuter Rail North	40.987836	-111.905162	N16.45	290	No		
Kayscreek Culvert	Commuter Rail North	41.058	-111.966389	N22.41	20	Yes		
South Crossing Bridge (Weber River)	Commuter Rail North	41.21018219	111.9913956	N36.0	1333.08	Yes	Sunday	
North Crossing Bridge (Ogden Yard)	Commuter Rail North	41.21459263	111.9830554	N36.5	659.17	No	Sunday	
Ogden River Bridge	Commuter Rail North	41.232407	-111.987179	N38.0	80	Yes		
Center Street Underpass	Commuter Rail South	40.610856	-111.906456	S10.57	107.84	No		
Wasatch Street Underpass	Commuter Rail South	40.605941	-111.905628	S10.91	70	No		
9000 South Underpass	Commuter Rail South	40.588013	-111.902688	S12.17	162.58	No		
9120 South Underpass	Commuter Rail South	40.585652	-111.903182	S12.33	78.79	No		
UPRR Flyover	Commuter Rail South	40.574791	-111.904507	S13.13	642	No	Sunday	
10600 South Underpass	Commuter Rail South	40.559001	-111.901063	S14.22	223.75	No		
12300 South Underpass	Commuter Rail South	40.52693	-111.904834	S16.45	110	No		
Galena Park Blvd. Bridge	Commuter Rail South	40.509064	-111.905535	S17.67	89	No		
Bangerter Highway Underpass	Commuter Rail South	40.496959	-111.914104	S18.64	255.84	No		

14400 South Underpass	Commuter Rail South	40.487181	-111.921009	S19.39	43.17	No	
Jordan & Salt Lake City Canal Culvert	Commuter Rail South	40.46519	-111.933186	S21.07	915.67	Yes	Sunday
Jordan River I Bridge	Commuter Rail South	40.462788	-111.933219	S21.22	131.48	Yes	Sunday
South Jordan Canal Culvert Frontrunner	Commuter Rail South	40.461368	-111.933268	S21.31	124.875	Yes	Sunday
Jordan River II Bridge	Commuter Rail South	40.443335	-111.922472	S22.76	125.41	Yes	Sunday
East Jordan Canal Crossing	Commuter Rail South	40.443015	-111.922122	S22.78	87	Yes	Sunday
Lehi Station Pedestrian Underpass	Commuter Rail South	40.425683	-111.895773	S24.66	117.33	No	
2300 West Underpass	Commuter Rail South	40.416178	-111.886396	S25.51	88	No	
2100 North Frontage Rd Underpass	Commuter Rail South	40.413327	-111.882915	S25.86	557	No	
Lehi Irrigation Bridge	Commuter Rail South	40.39475	-111.861015	S27.50	78	Yes	
500 West Lehi Box Culvert	Commuter Rail South	40.391655	-111.857281	S27.78	37.16	Yes	
Dry Creek (Lehi) Box Culvert	Commuter Rail South	40.390675	-111.856382	S27.87	23	Yes	
Mill Creek Bridge	Commuter Rail South	40.70706869	111.9065222	S3.80	46	Yes	Sunday
American Fork River Bridge	Commuter Rail South	40.367665	-111.799357	S31.57	48.33	Yes	
3300 South Bridge (Inspected Structure)	Commuter Rail South	40.70005	-111.904147	S4.33	161	No	
Provo River Bridge	Commuter Rail South	40.240174	-111.688195	S42.19	80.58	Yes	

Central Ave. Underpass	Commuter Rail South	40.682307	-111.898188	S5.57	63.33	No	
Big Cottonwood Creek Culvert	Commuter Rail South	40.68140237	111.8977876	S5.62	110	Yes	
4500 South Underpass	Commuter Rail South	40.674629	-111.896551	S6.12	117	No	
Little Cottonwood Creek Culvert	Commuter Rail South	40.664695	-111.895599	S6.78	95	Yes	
5300 South Underpass	Commuter Rail South	40.655247	-111.898025	S7.47	204	No	
Westbound I-215 Underpass	Commuter Rail South	40.63583	-111.901741	S8.84	231.75	No	
Eastbound I-215 Underpass	Commuter Rail South	40.635049	-111.901802	S8.90	159.76	No	
Winchester Street Underpass	Commuter Rail South	40.6324377	-111.902543	S9.06	123.25	No	
7200 South Underpass	Commuter Rail South	40.62082775	111.9052955	S9.88	129.84	No	
5400 South Bridge- Garfield Line (FRA Bridge)	Garfield Line	40.652816	-112.004233		141.3	No	
UPRR Portal	MID JORDAN TRAX	40.631443	-111.902676	J0.35	40.17	No	
7200 South Underpass (Eastbound)	MID JORDAN TRAX	40.62086847	-111.907562	J1.17	150.34	No	
7200 South Underpass (Westbound)	MID JORDAN TRAX	40.62084154	111.9076577	J1.17	161.5	No	Below Deck Membrane/Includes Parapet Walls and Handrails
700 West Underpass (Eastbound)	MID JORDAN TRAX	40.61740079	111.9102475	J1.4	160	No	

700 West Underpass (Westbound)	MID JORDAN TRAX	40.617451	-111.910209	J1.5	160.5	No	Below Deck Membrane/Includes Parapet Walls and Handrails
Jordan River Bridge (Eastbound)	MID JORDAN TRAX	40.61518037	111.9207148	J2.1	99.19	Yes	
Jordan River Bridge (Westbound)	MID JORDAN TRAX	40.615346	-111.920639	J2.10	99.18	Yes	
7800 South Underpass (Eastbound)	MID JORDAN TRAX	40.609657	-111.922016	J2.52	193.67	No	
7800 South Underpass (Westbound)	MID JORDAN TRAX	40.609642	-111.922057	J2.52	252.26	No	Below Deck Membrane/Includes Parapet Walls and Handrails
North Jordan Canal Culvert	MID JORDAN TRAX	40.60822079	111.9238726	J2.64	264.67	Yes	
South Jordan Canal Culvert	MID JORDAN TRAX	40.601515	-111.948453	J3.99	17.92	Yes	
UT & SL Canal Bridge- (Eastbound)	MID JORDAN TRAX	40.597959	-111.960766	J4.6	34.17	Yes	
UT & SL Canal Bridge- (Westbound)	MID JORDAN TRAX	40.597959	-111.960766	J4.7	30	Yes	
Bangerter Highway Underpass (EB)	MID JORDAN TRAX	40.59321781	111.9771306	J5.5	190	No	
Bangerter Highway Underpass (WB)	MID JORDAN TRAX	40.59327077	111.9772325	J5.6	156.66	No	Below Deck Membrane/Includes Parapet Walls and Handrails

Utah Lake Distribution Canal Box Culvert	MID JORDAN TRAX	40.59333	-111.97782	J5.63	18.5	Yes	
Bingham Creek Trail Pedestrian Tunnel	MID JORDAN TRAX	40.563012	-112.02472	J9.02	99	No	
Bingham Creek Culvert	MID JORDAN TRAX	40.56253	-112.024751	J9.05	281	No	
State Street Bridge	NORTH/SOUTH TRAX	40.608224	-111.890672	NS11.0	204.25	No	Below Deck Membrane/Includes Parapet Walls and Handrails
Jordan & SL Canal Bridge	NORTH/SOUTH TRAX	40.60604	-111.888531	NS11.2	22.67	Yes	
East Jordan Canal Culvert (9000 South Station)	NORTH/SOUTH TRAX	40.589065	-111.885759	NS12.38	52.75	Yes	
Mill Creek Box Culvert (FRA)	NORTH/SOUTH TRAX	40.70628072	111.8969249	NS4.1	16.5	Yes	
Big Cottonwood Creek Bridge	NORTH/SOUTH TRAX	40.680598	-111.894554	NS5.8	61	Yes	
4500 South Bridge	NORTH/SOUTH TRAX	40.674492	-111.89668	NS6.3	161	No	Below Deck Membrane/Includes Parapet Walls and Handrails
Little Cottonwood Creek Headwall	NORTH/SOUTH TRAX	40.663932	-111.893951	NS7.0	31	Yes	
5300 South Bridge	NORTH/SOUTH TRAX	40.655556	-111.897746	NS7.6	187	No	Night Below Deck Membrane/Includes Parapet Walls and Handrails

I-215 Bridge (Northbound)	NORTH/SOUTH TRAX	40.635281	-111.898268	NS9.0	228	No		Below Deck Membrane/Includes Parapet Walls and Handrails
I-215 Bridge (Southbound)	NORTH/SOUTH TRAX	40.635	-111.898368	NS9.0	261.5	No		Below Deck Membrane/Includes Parapet Walls and Handrails
University								
600 West Bridge	WEST VALLEY TRAX	40.722706	-111.906636	WV0.5	132.14	No	Night	
Roper Yard Bridge	WEST VALLEY TRAX	40.723734	-111.908909	WV0.6	780	No	Night	
900 West Bridge	WEST VALLEY TRAX	40.723517	-111.917435	WV1.1	165	No	Night	
Jordan River Bridge	WEST VALLEY TRAX	40.723234	-111.922872	WV1.4	200.53	Yes		
Jordan River Trail Culvert	WEST VALLEY TRAX	40.722877	-111.92331	WV1.47	55	No	Night	
Brighton Canal Culvert	WEST VALLEY TRAX	40.71152	-111.933939	WV2.63	48	Yes		
Decker Lake Outfall Culvert	WEST VALLEY TRAX	40.71151152	-	WV2.67	1056	Yes		
I-215 Bridge	WEST VALLEY TRAX	40.703777	-111.953006	WV3.9	270	No	Night	

Pricing Proposal

Follows on the next Eight Pages

CLIENT: UTA
Project Number: 18-02958BM
Project Name: UTA Bridge Inspections 2019-2021

5/13/2019

LABOR

Name	Position	Code	Hours	Current Rate	Proposal Rate *	Total
Nash Wilson	Project Manager Engineer	PJM13	1385	51.40	53.82	74,540.70
Brandon Reda	Construction Inspector 2	CIN20	932	38.71	40.53	37,773.96
Colby Christensen	Quality Control Reviewer	QCR10	124	59.82	62.64	7,767.36
Teddy Moffett	EIT Bridge	EBR10	932	30.30	31.73	29,572.36
David McCune	Engineer Bridge Sr	EBR30	56	86.58	90.66	5,076.96
Shauna Hill	Accountant	ACT03	62	35.88	37.57	2,329.34
David McClary	Engineer Construction Sr.	ECO30	72	94.00	98.43	7,086.96

* Rates have been adjusted 4.71% to account for an anticipated 4% raise effective January 2020 and 2021.

Subtotal		3563	\$ 164,147.64
Overhead	148.91%		244,432.25
Direct Labor plus Overhead			\$ 408,579.89
Fee	11.00%		44,943.79
FCCM (Cost of Money)	0.3980%		653.00
Total Labor Cost			\$ 453,523.68

DIRECT EXPENSES

\$24,982.22

Total HDR

\$ 478,505.90

SUBCONTRACTORS

Collins Engineers

\$150,000.00

TOTAL

\$ 628,505.90

HDR PM:
 CLIENT PM:
 CONSULTANT: HDR ENGINEERING, INC

UTA Bridge Inspections 2019-2021
Estimate of Person Hours
 HDR ENGINEERING, INC.

TASK NO	ACT ID	TASK DESCRIPTION	NAME, LABOR CATEGORY AND RESOURCE CODE							HOURS	TASK NO	Labor DOLLARS	Total DOLLARS
			Nash Wilson	Brandon Reda	Colby Christensen	Teddy Moffett	David McCune	Shauna Hill	David McClary				
			Project Manager Engineer	Construction Inspector 2	Quality Control Reviewer	EIT Bridge	Engineer Bridge Sr	Accountant	Engineer Construction				
								PER 1 ASR		PER 1 ASR	PER 1 ASR		
1		Direct Expenses								0	1	-	-
2		Perform Bridge Inspections	630	630	0	630	0	0	40	1930	2	83,367.60	230,336.43
3		Prepare Inspection Reports	144	138	0	138	40	0	8	468	3	18,509.40	51,139.64
4		Perform Report QA/QC	315	104	108	104	0	0	8	639	4	32,020.90	88,470.58
5		Proj Mgt/Admin/Meetings/Training	296	60	16	60	16	62	16	526	5	25,172.78	69,549.90
Direct Labor Total Hours			1385	932	124	932	56	62	72	3563		159,070.68	439,496.55
Direct Labor Rates			\$53.82	\$40.53	\$62.64	\$31.73	\$90.66	\$37.57	\$98.43				
2		Perform Bridge Inspections	\$33,906.60	\$25,533.90	\$0.00	\$19,989.90	\$0.00	\$0.00	\$3,937.20				
3		Prepare Inspection Reports	\$7,750.08	\$5,593.14	\$0.00	\$4,378.74	\$3,626.40	\$0.00	\$787.44				
4		Perform Report QA/QC	\$16,953.30	\$4,215.12	\$6,765.12	\$3,299.92	\$0.00	\$0.00	\$787.44				
5		Proj Mgt/Admin/Meetings/Training	\$15,930.72	\$2,431.80	\$1,002.24	\$1,903.80	\$1,450.56	\$2,329.34	\$1,574.88				
			\$74,540.70	\$37,773.96	\$7,767.36	\$29,572.36	\$5,076.96	\$2,329.34	\$7,086.96				

UTA Bridge Inspections 2019-2021				
Direct Expenses- HDR				
	Unit Cost	Unit	Quantity	Total
Manlift Rental	\$1,000.00	each	6.0	\$6,000.00
Traffic Control	\$1,000.00	each	12.0	\$12,000.00
Mileage Reimbursement	\$0.55	mile	6,300.0	\$3,433.50
SLC Per Diem	\$56.00	day	4.0	\$224.00
SLC Travel Day	\$42.00	day	4.0	\$168.00
8.5x11 Color Copies	\$0.15	each	4,800.0	\$720.00
SLC Hotel	\$142.09	day	8.0	\$1,136.72
Airline Ticket	\$500.00	trip	2.0	\$1,000.00
Baggage Fees	\$150.00	trip	2.0	\$300.00
Total HDR Direct Expenses				\$24,982.22

Staffing Plan							
UTA Bridge Inspections 2019-2021							
Name	Function on Project	Title in HDR	Certification Category	Certificate or License Num	Current Pay Rate	Proposed Pay Rate	Estimated Hours
Nash Wilson	Project Manager Engineer	Bridge Engineer	PE		51.40	53.82	1,385
Brandon Reda	Construction Inspector 2	Construction Inspector			38.71	40.53	932
Colby Christensen	Quality Control Reviewer	Sr. Bridge Engineer	PE		59.82	62.64	124
Teddy Moffett	EIT Bridge	Bridge Engineer	PE		30.30	31.73	932
David McCune	Engineer Bridge Sr	Bridge Engineer	PE		86.58	90.66	56
Shauna Hill	Accountant	Accountant			35.88	37.57	62
David McClary	Engineer Construction Sr.	CAD Technician			94.00	98.43	72
HDR Subtotal							3,563
Total Project							3,563

CLIENT: UTA
Project Number: 18-02958BM
Project Name: UTA Bridge Inspections 2019-2021

5/13/2019

LABOR

Name	Position	Code	Hours	Current Rate	Proposal Rate *	Total
Nash Wilson	Project Manager Engineer	PJM13	94.5	51.40	53.82	5,085.99
Brandon Reda	Construction Inspector 2	CIN20	81	38.71	40.53	3,282.93
Colby Christensen	Quality Control Reviewer	QCR10	9	59.82	62.64	563.76
Teddy Moffett	EIT Bridge	EBR10	70.5	30.30	31.73	2,236.97
David McCune	Engineer Bridge Sr	EBR30	0	86.58	90.66	-
Shauna Hill	Accountant	ACT03	0	35.88	37.57	-
David McClary	Engineer Construction Sr.	ECO30	0	94.00	98.43	-

* Rates have been adjusted 4.71% to account for an anticipated 4% raise effective January 2020 and 2021.

Subtotal		255				\$ 11,169.65
Overhead				148.91%		16,632.73
Direct Labor plus Overhead						\$ 27,802.38
Fee				11.00%		3,058.26
FCCM (Cost of Money)				0.3980%		44.00
Total Labor Cost						\$ 30,860.64
DIRECT EXPENSES						\$0.00
Total HDR						\$ 30,860.64
SUBCONTRACTORS						
	Collins Engineers					\$0.00
TOTAL						<u>\$ 30,860.64</u>

HDR PM:
 CLIENT PM:
 CONSULTANT: HDR ENGINEERING, INC

UTA Bridge Inspections 2019-2021
Estimate of Person Hours
 HDR ENGINEERING, INC.

TASK NO	ACT ID	TASK DESCRIPTION	NAME, LABOR CATEGORY AND RESOURCE CODE							HOURS	TASK NO	Labor DOLLARS	Total DOLLARS
			Nash Wilson	Brandon Reda	Colby Christensen	Teddy Moffett	David McCune	Shauna Hill	David McClary				
			Project Manager Engineer	Construction Inspector 2	Quality Control Reviewer	EIT Bridge	Engineer Bridge Sr	Accountant	Engineer Construction				
								PER HOUR		PER HOUR	PER HOUR		
1		Direct Expenses								0	1	-	-
2		Perform Bridge Inspections	60	60	0	60	0	0	0	180	2	7,564.80	20,900.79
3		Prepare Inspection Reports	12	12	0	6	0	0	0	30	3	1,322.58	3,654.16
4		Perform Report QA/QC	22.5	9	9	4.5	0	0	0	45	4	2,282.27	6,305.67
5		Proj Mgt/Admin/Meetings/Training	0	0	0	0	0	0	0	0	5	-	-
Direct Labor Total Hours			94.5	81	9	70.5	0	0	0	255		11,169.65	30,860.62
Direct Labor Rates			\$53.82	\$40.53	\$62.64	\$31.73	\$90.66	\$37.57	\$98.43				
2		Perform Bridge Inspections	\$3,229.20	\$2,431.80	\$0.00	\$1,903.80	\$0.00	\$0.00	\$0.00				
3		Prepare Inspection Reports	\$645.84	\$486.36	\$0.00	\$190.38	\$0.00	\$0.00	\$0.00				
4		Perform Report QA/QC	\$1,210.95	\$364.77	\$563.76	\$142.79	\$0.00	\$0.00	\$0.00				
5		Proj Mgt/Admin/Meetings/Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
			\$5,085.99	\$3,282.93	\$563.76	\$2,236.97	\$0.00	\$0.00	\$0.00				

UTA Bridge Inspections 2019-2021				
Direct Expenses- HDR				
	Unit Cost	Unit	Quantity	Total
Manlift Rental	\$1,000.00	each	0.0	\$0.00
Traffic Control	\$1,000.00	each	0.0	\$0.00
Mileage Reimbursement	\$0.55	mile	0.0	\$0.00
SLC Per Diem	\$56.00	day	0.0	\$0.00
SLC Travel Day	\$42.00	day	0.0	\$0.00
8.5x11 Color Copies	\$0.15	each	0.0	\$0.00
SLC Hotel	\$142.09	day	0.0	\$0.00
Airline Ticket	\$500.00	trip	0.0	\$0.00
Baggage Fees	\$150.00	trip	0.0	\$0.00
Total HDR Direct Expenses				\$0.00

Staffing Plan							
UTA Bridge Inspections 2019-2021							
Name	Function on Project	Title in HDR	Certification Category	Certificate or License Num	Current Pay Rate	Proposed Pay Rate	Estimated Hours
Nash Wilson	Project Manager Engineer	Bridge Engineer	PE		51.40	53.82	95
Brandon Reda	Construction Inspector 2	Construction Inspector			38.71	40.53	81
Colby Christensen	Quality Control Reviewer	Sr. Bridge Engineer	PE		59.82	62.64	9
Teddy Moffett	EIT Bridge	Bridge Engineer	PE		30.30	31.73	71
David McCune	Engineer Bridge Sr	Bridge Engineer	PE		86.58	90.66	-
Shauna Hill	Accountant	Accountant			35.88	37.57	-
David McClary	Engineer Construction Sr.	CAD Technician			94.00	98.43	-
HDR Subtotal							255
Total Project							255

Exhibit B

Payments will be made as work is completed and approved by UTA. Milestone invoices will be sent referencing the purchase order number and the work completed to the schedule listed below.

	Fee	#bridges	\$/bridge
HDR Fee	\$478,505.90	211	\$2,267.80
Collins Fee	\$150,000.00	35	\$4,285.71
Total	\$628,505.90	246	\$2,554.90

Year	2019		2020		2021		Total
HDR Inspections	82		65		64		211
Collins Inspections	0		17		18		35
Total Bridges	82		82		82		246
Annual Budget	\$185,959.64		\$220,264.17		\$222,282.09		\$628,505.90
		Fee	Withhold	Fee	Withhold	Fee	Withhold
Kickoff/Schedule/Report Format	10%	\$18,595.96	(929.80)	\$22,026.42	(\$1,101.32)	\$22,228.21	(\$1,111.41)
20% Inspected and Reports Submitted	20%	\$37,191.93	(1859.60)	\$44,052.83	(\$2,202.64)	\$44,456.42	(\$2,222.82)
50% Inspected and Final Reports	30%	\$55,787.89	(2789.39)	\$66,079.25	(\$3,303.96)	\$66,684.63	(\$3,334.23)
75% Inspected and Final Reports	20%	\$37,191.93	(1859.60)	\$44,052.83	(\$2,202.64)	\$44,456.42	(\$2,222.82)
100% Inspected and Final reports	20%	\$37,191.93	(1859.60)	\$44,052.83	(\$2,202.64)	\$44,456.42	(\$2,222.82)
End of Year Final Verification	5%		\$9,297.98		\$11,013.21		\$11,114.10
							\$31,425.30

Contingency inspections will be performed as needed and will be paid out on a per inspection basis upon submission of final report.

Detailed Contract Description & Purpose

Board Review Date: 6/19/2019

Document Type: Contract

Action Requested: Motion to approve the contract or change order

Criteria: Contract is \$200,000 - \$999,999

Contract Title: Corporate Sponsorship and Naming Consulting

Contract # 19-02976BM

Project Manager: Andrea Packer

Contract Administrator: Brian Motes

Impacted Areas: All UTA Assets

Included in budget? Yes

The Superlative Group

Procurement method: Best value (RFP)

Contractor:

Qty & Unit price

Phase I \$217,500, Phase II estimated to begin in January of 2020, Year 1 (6 months), 2, 3, 4 and 5 for 54 months in total at \$10,000/month for \$540,000.00

Sole-Source Reason: N/A

Change Order Value \$0

Total Contract Value \$757,500

Contract term (Months)

4 months for Phase I with 2 months to evaluate Phase I plans and 30 months for Phase II. Phase II is expected to begin if approved by the board in January of 2020.

Contract Start Date 6/20/2019

Contract options (Months) 24 months, for Phase II

6/19/2024

Contract End Date:

Number of responding firms: 2

\$ Value of Next Lowest Bidder

The Best value score for The Superlative Group was 76.6 and the iSport score was 74.4.

General Description & Purpose:

The Utah Transit Authority has chosen a consultant to assist in the development of a revenue generating, corporate sponsorship and naming rights program. As described above, UTA received two responses to this RFP. The UTA's purpose for this project is to increase revenue while upholding the Utah Transit Authority's mission.

Phase I: The consultant will review the Authority's physical and intangible assets to identify potential sponsorship and/or naming rights opportunities and estimate their value. Additionally the consultant will develop and implement a strategic marketing plan to identify and solicit potential sponsors as well as negotiate corporate sponsorship agreements. The cost of this phase is \$217,500.00.

Phase II: The funds for Phase II would come from the Marketing and Communications budget approval. This phase is in the Sales and Marketing plan implementation for all of UTA's assets. Phase II would have to be approved by the Board based on the evaluation of the Phase I report. If approved by the Board, The Superlative Group would receive a \$10,000.00 per month retainer for Phase II and also receive 15% commission on the total of new sponsorship revenue. UTA will receive 85% of the sponsorship revenues.

Attachments: Contract routing sheet attached?

Other attachments? (list)



CONTRACT ROUTING SHEET

CONTRACT SECTION

- 1) Contract/P.O. No. **18-02976** (Assigned by Purchasing) Contract Administrator: **Brian Motes**
 Project Manager: **Andrea Packer**
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Other G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQ (Qualification)
 RFP (Best-value) Sole source Other: _____
- 4) Contract Title **Sponsorship and Naming Contract**
- 5) Description / Purpose (of contract or project) **The Utah Transit Authority seeks a consultant to assist in the development of a revenue generating, sponsorship and naming rights program.**
- 6) Contractor Name **The Superlative Group**
- 7) Effective Dates Beginning: **Upon Execution** Ending: **05/01/22**
- 8) Option to renew? Yes No Renewal terms **2 additional one year options**

FINANCIAL SECTION

- 9a) Current Contract Value: **\$757,500.00**
- 9b) Amendment Amount: **\$0.00**
- 9d) New Contract Value (including all amendments) **\$757,500.00**
- 9e) Is the amount an estimate? Yes No
 (Estimate if per transaction cost)
- 9f) If estimated, how was the estimate calculated?
The cost of Phase 1 is \$200,000.00 plus \$17,500.00 in travel. If approved by the Board, Phase II would begin in January 2020. The price would be \$10,000.00/month for the next 30 months with an options of two additional 12 month option years. There are no estimates for revenue. Additional budget would have to be determined for Phase II.

- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code **7700.50353.92 and 1.10406** Capital Project Code _____
- 12) Budgeted? Yes No Budget amount: **\$ 217,500.00**
- 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
- 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
Legal Compliance AAG	<input checked="" type="checkbox"/> Yes		Michael Bell
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Bryan Steele
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Print Name
Up to \$10K Manager/Program Manager	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Print Name
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Andrea Packer
Up to \$100K Chief, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Nichol Bourdeaux
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		W. Steve Meyer
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Approval Date

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

PROFESSIONAL SERVICES AGREEMENT

Sponsorship and Naming

UTA CONTRACT NO. 19-02976BM

This Professional Services Agreement is entered into and made effective as of the ____ day of June, 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 THE SUPERLATIVE GROUP, INC., with a place of business at 921 Huron Road East, Cleveland, OH 44115 ("Consultant").

RECITALS

- A. UTA desires to hire professional services for furnishing Asset Sponsorship Services.
- B. On February 22, 2019, UTA issued Request for Proposals Package Number 19-02976BM ("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 in Exhibit "A" Pricing Proposal and Scope of Services.

AGREEMENT

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

ARTICLE 1.0

Definitions

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

- 1.1 The term "Change Order" shall mean a written modification to this Contract (the form of which shall be prescribed by UTA) pursuant to which the parties shall mutually agree upon and effect any additions, deletions, or variations in the Work (as such Work is initially defined by this Contract). The scope of modifications may include, without limitation, changes in the: (i) consideration paid to Consultant, (ii) deliverables required to be furnished by Consultant; (iii) method, manner or scope of the Work; or (iv) required performance completion milestones or other Contract schedule requirements.
- 1.2 The term "Claims" shall have the meaning set forth in Section 16.1 of this Contract.
- 1.3 The term "Consultant's Project Manager" shall mean Patrick Nieser or his/her successor as appointed or designated in writing by Consultant.
- 1.4 The term "Consultant's Proposal" shall mean The Superlative Group, Inc. Asset Sponsorship Services dated March 18, 2019.

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

ARTICLE 2.0

Description of Services

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

ARTICLE 3.0

Day-to-Day Management of the Work

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

ARTICLE 4.0

Progress of the Work

- 4.1 Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date

requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.

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

ARTICLE 5.0

Period of Performance

- 5.1 This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for a 3 year period expiring May ___, 2022. There are also two one year options to this contract. Phase 1 will be completed by October 31, 2019. Phase 2 will be optional for UTA based upon the results and viability of Phase 1 results. This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

ARTICLE 6.0

Consideration

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with Exhibit A. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit A. If Exhibit A does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- 6.2 UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items

of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

ARTICLE 7.0 Contract Changes

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

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

- 7.2 A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- 7.3 Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any law or other requirement set forth in this Contract; or (ii) other conditions exist which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:
- A. The date, circumstances, and source of the change; and
 - B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract. Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Consultant's failure to provide timely written notice as provided above shall constitute a waiver of Consultant's rights with respect to such claim.

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

extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

ARTICLE 8.0

Invoicing Procedures and Records

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

ARTICLE 9.0

Ownership of Materials

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

ARTICLE 10.0

Subcontracts

- 10.1 Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- 10.2 No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- 10.3 Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.

- 10.4 Consultant shall be responsible for and direct all Work performed by subcontractors.
- 10.5 Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

ARTICLE 11.0
Key Personnel

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

ARTICLE 12.0
Suspension of Work

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

ARTICLE 13.0
Termination for Convenience; Termination for Cause and Default Remedies

- 13.1 UTA shall have the right to terminate this Contract at any time by providing written notice to Consultant. If this Contract is terminated for convenience, UTA shall pay Consultant its costs and a reasonable profit on work performed up to the effective date of the termination notice, plus costs reasonably and necessarily incurred by Consultant to effect such termination. UTA shall not be responsible for anticipated profits based on Work not performed as of the effective date of termination. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.
- 13.2 If Consultant materially fails to perform any of its obligations under this Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within ten (10) days after receipt of written notice from UTA, UTA may, at its discretion:
 - A. Terminate this Contract (in whole or in part) for default and complete the Work using

other contractors or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;

- B. Pursue other remedies available under this Contract (regardless of whether the termination remedy is invoked); and/or
- C. Except to the extent limited by this Contract, pursue other remedies available at law.

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

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

ARTICLE 14.0

Information, Records, and Reports; Audit Rights

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

ARTICLE 15.0

Findings Confidential

- 15.1 Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.

15.2 It is hereby agreed that the following information is not considered to be confidential:

- A. Information already in the public domain;
- B. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
- C. Information developed by or in the custody of Consultant before entering into this Contract;
- D. Information developed by Consultant through its work with other clients; and
- E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

ARTICLE 16.0

General Indemnification and Insurance

- 16.1 Consultant shall protect, release, defend, indemnify and hold harmless UTA and its trustees, officers, employees and agents (hereinafter collectively "Indemnities") 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 Indemnities resulting from or arising out of the negligent acts or omissions (actual or alleged) of Consultant, its subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable in conjunction with this Contract or any Work performed hereunder. If an employee of Consultant, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against UTA or another Indemnities, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts.
- 16.2 For the duration of this Contract, Consultant shall maintain at its own expense, and provide proof of said insurance to UTA, the following types of insurance:
- A. Occurrence type Commercial General Liability Insurance ISO CG001, with an edition date of 11-88 or later, covering the indemnity and other liability provisions of this Contract, with no exclusions of explosion, collapse or underground hazards. The limits shall be \$2,000,000 per occurrence with an annual aggregate of \$4,000,000. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations."
 - B. Professional Liability insurance with the following limits and coverage:
Minimum Limits:
\$2,000,000 each claim

\$4,000,000 annual aggregate

Coverage:

1. Insured's interest in joint ventures
2. Punitive damages coverage (where not prohibited by law)
3. Limited contractual liability
4. Retroactive date prior to date
5. Extended reporting period of 36 months

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

- C. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor."
- D. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$500,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.
- 16.3 On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after Consultant's assessment of the exposure for this contract; for its own protection and the protection of UTA. Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 16.4 Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.
- 16.5 Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by UTA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the

project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

**ARTICLE 17.0
Independent Contractor**

- 17.1 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 18.0
Prohibited Interest**

- 18.1 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 19.0
Dispute Resolution**

- 19.1 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.

- 19.2 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

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

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

**ARTICLE 20
Successors and Assignees**

- 20.1 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 21.0
Nonwaiver**

21.1 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 22.0
Notices or Demands

22.1 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: Brian W. Motes
669 West 200 South
Salt Lake City, Utah 84101

with a required copy to:

Utah Transit Authority
ATTN: General Counsel
669 West 200 South
Salt Lake City, Utah 84101

If to Consultant: The Superlative Group, Inc.

ATTN: Myles Gallagher
921 Huron Road East, Cleveland, OH 44115

22.2 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.

22.3 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 23.0
Contract Administrator

23.1 UTA’s Contract Administrator for this Contract is Brian W. Motes or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

ARTICLE 24.0
General Provisions

24.1 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.
- 24.2 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.
- 24.3 The headings of the articles, clauses, and sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 24.4 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.
- 24.5 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.
- 24.6 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.
- 24.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.
- 24.8 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.
- 24.9 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 25.0
Incorporated Documents

- 25.1 UTA's RFP 19-02976BM 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 Exhibit A.

ARTICLE 26.0

Insurance Coverage Requirements for Consultant Employees

26.1 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.

THE SUPERLATIVE GROUP, INC.

By _____

Name Myles Gallagher

Title President & CEO

By _____

Name Kyle Carter

Title COO

Fed ID# 34-1762954

UTAH TRANSIT AUTHORITY:

By _____

Name W. Steve Meyer

Title: Interim Executive Director

DocuSigned by:

Nichol Bourdeaux

222733D6BDA34C8...

Name Nichol Bourdeaux

Title: Chief Comms and Marketing Officer

UTA CONTRACT NO. 19-02976BM

Approved as to Form

DocuSigned by:

Mike Bell

361F46F838704A9...

AAG UTA Legal Counsel

Reviewed & Recommended

DocuSigned by:

Andrea Packer

18D52985AA8D4E6...

UTA Project Manager

Exhibit A

Price Proposal and Scope of Services

Utah Transit Authority
Response to RFP #19-02976BM for Asset Sponsorship Services

All invoices must include the purchase order number for payment.

PRICE PROPOSAL

Phase I: Evaluation of Assets - \$200,000: broken down as follows for Milestones and Payment Schedule per the Scope of Services listed below:

- Completion of Site Visit: All Milestones and Deliverables must be approved by UTA's Project Manager before payment is made: \$50,000
- Delivery of Information Request: All Milestones and Deliverables must be approved by UTA's Project Manager before payment is made: \$50,000
- Delivery of Valuation Report: All Milestones and Deliverables must be approved by UTA's Project Manager before payment is made: \$100,000

Phase II (UTA has the option to move forward with Phase II) - \$120,000 per year: Implementation of Marketing Strategy - broken down as follows for Milestones and Payment Schedule per the Scope of Services listed below:

- \$10,000/month retainer for the Term
- 15% Commission on all naming rights and sponsorship agreements whether that naming rights and sponsorship agreement is executed during the Term herein or is executed within twelve (12) months following the expiration or termination of the Term hereof and which is executed with any party that was previously solicited by Superlative to become a naming rights partner or sponsor and with which Superlative had conducted good faith discussions concerning the possibility of such party becoming a naming rights partner or sponsor
- 7% Commission if Superlative is paid in full within the first 36 months of a naming rights or sponsorship agreement whether that naming rights and sponsorship agreement is executed during the Term herein or is executed within twelve (12) months following the expiration or termination of the Term hereof and which is executed with any party that was previously solicited by Superlative to become a naming rights partner or sponsor and with which Superlative had conducted good faith discussions concerning the possibility of such party becoming a naming rights partner or sponsor

Travel

All pre-approved travel reimbursed at cost – not to exceed \$17,500

SCOPE OF SERVICES

THE SUPERLATIVE NAMING RIGHTS SALES & MARKETING PROCESS

Superlative’s sales executives, accountants, analysts and attorneys engineered our approach to sponsorship marketing to focus on maximizing revenue generation for our clients while over-delivering value against each corporate partner’s marketing objectives. From start to finish, each facet of our process is guided by well-rounded sponsorship professionals who have over 100 combined years of practical experience valuing, selling and executing partnerships.

Our executives have successful track records working for both properties and sponsors, spanning every sector from professional sports to charitable nonprofits to the U.S. military. This wealth of real-world experience informs our work on a daily basis and ensures that our sponsorship strategy accounts for every marketable asset and capitalizes on every possible dollar.

Our process is divided into two components: Phase I Valuation and Phase II Strategic Sales. The following sections summarize our valuation methodology, itemize key deliverables and provide standard timelines for completion of each phase of the project.

PHASE I: ASSET DATABASE DEVELOPMENT AND VALUATION

During Phase I, our team of Valuation specialists identify and value all of the assets that UTA has available to generate revenue. Our Valuation process includes five key components:

- 1) Quantitative Analysis
- 2) Qualitative Analysis
- 3) Contract & Policy Analysis
- 4) Industry Benchmarking
- 5) Prospect Identification

Each component is briefly summarized in the following pages.

QUANTITATIVE ANALYSIS

Quantitative Benefits reflect the ability to effectively measure the return on investment that the Naming Rights partner can expect to receive. These include the direct, or tangible, benefits available to the Naming Rights partner. Quantitative Benefits typically form a significant portion of fair market value because each item is quantifiable and guaranteed to the partner.

Quantitative Benefits are separated into several categories including:

- Property Media Buys
- Signage Benefits
- Print Marketing Collateral

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- Social and Digital Media Exposure
- Display Opportunities

The first step in identifying quantitative value is by studying real-world media value in the marketplace. This involves understanding the total number of possible impressions available through each asset that reaches the target audience. We identify television, signage, print, digital and social media exposure and then scale impressions for each asset from "valued impressions" to "waste impressions," adjusting the media value accordingly. Standard discount rates range between 10 and 75% depending on the type and quality of exposure.

Quality of exposure is determined by:

- How prevalent the partner's ID (Name) is through the exposure period
- The impact of its placement with its intended audience

Our specialists then use pre-impression, or rate-card, values to assign a price or value to each benefit identified. CPMs used for this purpose are culled from local, regional and national advertising rates depending on the scope of the opportunity. Typical CPMs can range from \$2.50 for online exposure to \$15 for large format out-of-home digital signage. They also represent the most accurate metric by which to determine exposure value for any particular Naming Rights asset.

Our quantitative analysis also includes an assessment of the value of engaging the target audience and the quality of exposure received. Understanding the value of each impression with respect to a specific demographic or target audience is an important component. For example, a target audience of 18- to 34-year-old males may be considered a "premium audience" by one partner, while another may be trying to reach 35- to 54-year-old females. Our valuation is adjusted accordingly for each opportunity and asset.

The final aspect of our quantitative assessment is identifying the costs of engaging the target audience and achieving high-quality exposure. This includes an assessment of the cost of delivery (to the Naming Rights Partner) and may include direct costs (installing a hard sign), overhead costs (maintaining a sponsored walkway or media platform) or development costs.

QUALITATIVE ANALYSIS

Qualitative Benefits, or intangible benefits, enhance the value of a Naming Right and typically fall outside traditional media platforms making them difficult to quantify. Superlative classifies Qualitative Benefits into five distinct categories based on its extensive experience selling, negotiating and auditing Naming Rights and corporate sponsorships:

- Prestige of Property
- Value of Audience
- Naming Rights Activation

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- Sponsor Protection
- Geographic Reach

Functionally, Qualitative Benefits represent the premium value a Naming Right demands over alternative marketing investments. By simplifying intangible benefits into

the above five categories, Superlative is able to effectively justify premium Naming Rights value by focusing on the qualitative aspects of an opportunity that align with the objectives of a corporate marketer. Each category is scored on a scale of 1 to 10. The higher the Qualitative Benefits score (when compared to similar opportunities in the marketplace), the greater the impact on the Quantitative value.

CONTRACT & POLICY ANALYSIS

As part of its analysis, Superlative conducts a thorough contract review prior to completing every Phase I report. The goal of this process is to establish a list of any limitations, processes or existing policies that affect a contract. Then Superlative develops a strategy to minimize the effects of those limitations and maximize all of the identified opportunities through a logical priority assessment.

Not only are prices, fulfillment obligations and relative value for each party reviewed, but also values against similar contracts with other entities. The value of the Naming Rights to UTA will be inhibited by any pre-existing contracts relating to Naming Rights. A thorough understanding of UTA's existing advertising contracts will assess the impact that existing agreements place on the Naming Rights agreements.

The project team spends time early in the project reviewing all relevant statutes, signage regulations and rules to ensure that UTA's marketing opportunities, within context of established guidelines, are understood. Superlative remains in close contact with UTA's legal and executive teams to ensure that the asset database is being developed in a manner that is consistent with UTA's existing policy regarding assets for marketing purposes.

INDUSTRY BENCHMARKING

Superlative maintains an extensive database of sponsorship agreements that is continuously updated and includes, but is not limited to, Naming Rights and sponsorship contracts from arenas, stadiums, theatres, convention centers, universities, transit agencies and nonprofit organizations. Once our Valuation specialists have developed the asset database and determined the Naming Rights value for each opportunity and asset, a list of similar Naming Rights contracts, including their terms, associated fees and other pertinent details, is compiled for each asset. The goal of this process is to identify not only the fair market value of each Naming opportunity, but also the minimum (floor) and maximum (ceiling) revenue garnered in the marketplace by similar organizations. Each Naming Rights asset is presented in this manner in our final Phase I report.

PROSPECT IDENTIFICATION

As a final step, Superlative draws upon its extensive background in partnership sales and its proprietary database to outline prospective partners for each sponsorable

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opportunity. This database includes both category identification and major corporate partners within each category. In our experience, optimum revenue generation is attained when there is a comprehensive understanding of:

- The inventory available

- How that inventory aligns with the needs of potential sponsors
- Superlative's experience in identifying and documenting marketing rights, combined with our knowledge of (and relationships with) large corporations, will give UTA the tools to ensure the maximum revenues are leveraged out of every corporate partnership.

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PHASE II: STRATEGIC SALES CAMPAIGN DEVELOPMENT

Superlative's main priority is to generate maximum revenue for our clients. Upon completion of Phase I, Superlative recommends immediately moving forward with a strategic sales campaign, beginning with the client's most valuable opportunities (e.g., Naming Rights, Title/Presenting Sponsorship, Corporate Partner, etc.). Prioritizing assets in this manner ensures optimum revenue generation by taking the largest asks to market first. To ensure that coverage is comprehensive, Superlative uses a systematic approach to contact marketing partners.

PROSPECTING

- Exhaust Superlative's contact database of thousands of corporate contacts, which is continually updated
- Identify and research prospective corporations through various subscribed databases to match the marketing needs of corporations with the logical and most valuable marketing assets of UTA
- Collaborate closely with UTA executives on recommendations they may have
- Promote sales campaign with a description of UTA's initiatives through a myriad of resources
- Create presentation material that will provide specific information for potential investments and/or partnerships with UTA as a part of the Naming Rights program, including:
 - o Market/Demographic data
 - o Measured media value
 - o Value justification for unmeasured media
 - o Naming Rights benefits and options
 - o Options for renewal
 - o Financial investment

NEGOTIATING AND COMPLETING AGREEMENTS

Superlative will assist in any way that is comfortable for UTA. Superlative's executives can be the upfront negotiator or advise UTA executives, depending on your desire and needs.

PRESENT AGREEMENTS TO UTA EXECUTIVES AND THE MEDIA

Superlative is well versed in the appropriate procedures for announcements to local and national media outlets. Superlative will work with UTA to accurately present a negotiated corporate partnership to the appropriate executives and media. It is important that partnerships be communicated accurately, both financially and politically,

while being cognizant of objections and concerns.

CONTRACT FULFILLMENT

Superlative will work with UTA to develop a system that accurately tracks the status of newly developed corporate partnerships. Our experience shows that contract fulfillment requires participation from sales, legal and accounting functions to ensure high-quality partner relationships.

THE SUPERLATIVE GROUP

MANAGE AND AUDIT ONGOING RIGHTS

Superlative establishes post-contract review mechanisms to ensure that all benefits owed to UTA are captured and that the organization is meeting its obligations under these contracts. Superlative is a strong advocate of audits, especially when payments are performance based.

ACTIVATION AND AUDIT (TERM OF AGREEMENT)

After delivery of a campaign agreement, the project team will assist UTA in the activation and compliance of each aspect of that agreement. Specifically, Superlative will:

- Finalize agreement terms and conditions
- Assist UTA with the first year of activation of each Naming Right
- Assist in the development of payment schedules and compliance issues
- Provide other services as requested by UTA

PROGRESS REPORTS

Superlative understands that effective communication with the client is a critical part of successful project delivery. As part of our standard reporting procedure, we use template reports to provide sales updates:

- Following all meeting with target companies regarding any Naming Rights, corporate sponsorship or revenue-potential opportunity
 - On a monthly basis to provide UTA as update on activity during the period. We discuss these periodic sales update reports on a scheduled conference call
- Reports are prepared in a template and serve as a record of discussion during sales meetings and log the following project details. Generally, our progress reports include the following information:
- Project timescales and sale priorities
 - Status of progress of deliverables in Scope of Services
 - Status of all activities, events and efforts
 - Summary of meetings and presentations
 - Summary of activity regarding market interest and feedback
 - Summary of communications with potential sponsors
 - Any deviations from project deliverables or schedule
 - Plan of activities for next 30 days

The Superlative Group will agree to the format with UTA's project team as part of our project initiation process.

THE SUPERLATIVE GROUP

PROJECT TIMELINES

Superlative understands that every client situation is unique, and our sales and marketing process allows for flexibility and customization depending on UTA's specific needs. However, we have provided the below, general timeline to identify the critical steps taken by the project team throughout Phase I and Phase II. For our engagement, Superlative will complete the following steps:

PHASE I VALUATION (3-4 months, immediately following contract execution)

WEEKS 1 – 4

- **Kickoff Meeting and Site Visits.** Site visits are undertaken as soon as possible to view the assets being valued and kick-start the asset research process. Our valuation team will compile a digital inventory of images and renderings that will be referenced during the valuation process and used in development of promotional materials for the sales implementation process.

Concurrent with our site visit, Superlative requests a kickoff meeting at UTA's offices to introduce our team in person, identify project leads and go over timelines and responsibilities. As testament to our commitment to customer service, we'll come to you.

- **Gathering of preliminary information.** Upon appointment as sales agents on any new engagement, The Superlative Group carries out initial research to review relevant documentation such as strategic plans, design briefs and project renderings to gain an in-depth knowledge of the project and make an accelerated start on our asset identification process.

Upon completion of our site visit, Superlative will send UTA staff a detailed Information Request that identifies the key pieces of information that we would like to review as part of our valuation process and present our initial thoughts on the structure of the final report. We will schedule a follow-up call to answer any questions pertaining to our request to facilitate and expedite the information gathering process.

WEEKS 5 – 8

- **Receipt and review of initial information.** Superlative allows 2-3 weeks for receipt of the bulk of information requested of UTA, although this process will likely continue until the report is finalized, and potentially, throughout the strategic sales process as Superlative obtains interest from potential sponsors. In most cases, Superlative secures most of what it needs to begin building UTA's asset database by Week 6.

THE SUPERLATIVE GROUP

- **Development of Asset Database.** Concurrently, Superlative's valuation specialists begin compiling UTA's assets and determining their quantitative value

based on local, regional and national media rates.

- **Qualitative assessment of Naming Rights asset value.** Our valuation team conducts original research to ascertain the intangible value of UTA's Naming opportunities when compared to other, similar properties, using annual reports, press releases and other relevant information provided by UTA as well as Superlative's proprietary database of Naming Rights contracts.

WEEKS 9 – 12

- **Contract review.** Once Superlative has determined the Naming Rights value for UTA assets, packages are compared to existing UTA Naming Rights agreements. A database of potential challenges and limitations that could potentially impact revenue generation is created, from both external (e.g., signage restrictions) and internal (e.g., category restrictions like tobacco or alcohol) processes.

- **Industry benchmarking and prospect identification.** Drawing upon its proprietary database, Superlative builds a list of comparable Naming Rights contracts relevant to each UTA opportunity. This list is also used to identify target sponsor entities along with input from the Superlative sales team.

- **Executive review.** Superlative conducts an extensive internal review process where senior leadership has an opportunity to weigh in on potential contract value and overall program revenue potential, lending insight critical insight to the project and ensuring that all potential revenue is accounted for.

- **Delivery of draft Phase I report.** Superlative allows 1-2 weeks for review by UTA staff, followed by a conference call with Superlative's valuation experts to walk through our findings together. Subsequently, any feedback is incorporated and the document is finalized.

THE SUPERLATIVE GROUP

PHASE II SALES (12 months, recommended minimum)

- **Development of sales materials.** Superlative's design team will begin developing presentations, one-sheets and other sales materials using information obtained through the Phase I Valuation process, including audience demographics, proposed Naming Rights value and images obtained through site visits and UTA.

- **Pipeline development.** Superlative's sales executives will work with UTA personnel to develop a database of sponsor contacts, to be reviewed and agreed upon by UTA staff prior to Superlative making its first call.

- **Monthly reporting.** Superlative's sales executives will coordinate a regular conference

call with UTA leadership to provide regular updates on progress made to date. Additional calls may be requested on an ad hoc basis as sponsor interest and pitch meetings are secured. Superlative will provide an updated sales report UTA's review prior to the call.

- **Negotiate and complete sponsor agreements.** As noted above, Superlative's valuation process determines not only the fair market value of each opportunity, but also the range of contract value obtained by similar organizations from corporate sponsors. With UTA's approval, Superlative will open negotiations at the ceiling of this range, or higher, and secure partnerships within the parameters of contract value provided, beginning with UTA's most valuable assets first.

Detailed Contract Description & Purpose

Board Review Date: 6/19/2019

Document Type: Change Order

Action Requested: Motion to approve the contract or change order

Criteria: Change-order brings total contract value to \$1,000,000 or more

Contract Title: Amendment to Depot District
Technology Center

Contract # 18-2741TP

Project Manager: E. Gregory Thorpe

Contract Administrator: Teresa Pickett

Impacted Areas: FLHQ

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: Big-D Construction

Sole-Source Reason: N/A

Phase 1 Cost \$149,530

Phase 2 Cost \$2,068,783

Total Contract Value \$2,218,313

Contract term (Months) 6

Contract Start Date 6/26/2019

Contract options (Months) 0

Contract End Date: 12/26/2019

Number of responding firms: N/A

\$ Value of Next Lowest Bidder N/A

General Description & Purpose:

The Construction Services Agreement, Phase 1 Contract for Pre-Construction Services for the Depot District Technology Center was signed on August 24, 2018. At the time the procurement was issued (June 15, 2018) the entire project, including a Phase 2 Construction Services Amendment for construction of the Project was contemplated. Big-D was awarded the contract and work began for the Phase 1 Pre-Construction Services. The Phase 2 Construction Services Amendment did not get executed at the same time, it is considered an Amendment, or change order, to the Phase 1 Agreement. The Phase 1 Agreement was signed for \$149,530. While waiting for the initial Phase 2 Construction Services Amendment to be signed (in the amount of \$2,068,783), a DAP – Direction or Authorization to Proceed – was issued to advance initial activities to minimize delays in the project while waiting for approval. The activities contained in the DAP are to be covered by the initial Phase 2 Construction Services Amendment. This was done so that there would be no delay in the permitting process, which takes approximately 3 weeks. The amount of the DAP was not to exceed \$150,000. The Project Manager specified the activities generally included in this DAP were “the demolition permit, application of insurance for hazardous abatement and subcontract default, applying for the DAQ (Division of Air Quality) notification to begin hazardous abatement, mobilization of the hazardous and demolition equipment, relocation items to be salvaged within the site, requesting TCLP (toxicity characteristic leaching procedure) tests and other general activities that are prerequisite to proceeding with actual construction work.” The CFO, with designated approval from the Interim Executive Director, signed this DAP on June 7, 2019 so as to be able to proceed with this portion of work as to not stop the permitting process. The documents that are currently going to the Board for approval are the initial Phase 2 Construction Services Amendment portion in the amount of \$2,068,783, which also includes the DAP work. There will be additional Phase 2 Construction Services Amendments to cover the remaining phases of the project to build the new Bus Maintenance Facility.

Attachments: Routing Form, Contract,

Architectural Demolition Site Plan AD101



CONTRACT ROUTING SHEET

CONTRACT SECTION

- 1) Contract/P.O. No. **18-2741TP** (Assigned by Purchasing) Contract Administrator: **Teresa Pickett**
 Project Manager: **Greg Thorpe**
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Option G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification) Other: _____
 RFP (Best-value) Sole source
- 4) Contract Title **Construction Svs Amendment - DDCFTC Phase 2 Contract**
- 5) Description / Purpose (of contract or project) **The construction of the intial phases of the project: Building removal/demolition and hazardous materials abatement. Additional phases will be added as the project progresses.**
- 6) Contractor Name **Big-D Construction**
- 7) Effective Dates Beginning: **06/26/19** Ending: **12/26/19**
- 8) Option to renew? Yes No Renewal terms **N/A**

FINANCIAL SECTION

- 9a) Current Contract Value: \$ **149,530.00**
- 9b) Amendment Amount: \$ **2,068,783.00**
- 9c) New Contract Value (including all amendments) \$ **2,218,313.00**
- 9d) Is the amount an estimate? Yes No
 (Estimate if per transaction cost)
- 9e) If estimated, how was the estimate calculated? **N/A**
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code **20-1810.61001.11430300** Capital Project Code **MSP102**
- 12) Budgeted? Yes No Budget amount: \$ **27,342,434.00** This is the total budget for the entire Depot District project.
 Yes No
- 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 checked="" type="checkbox"/> No | <input type="text"/> | _____ |
| AAG Legal Review | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <i>See contract</i> | Michael Bell |
| Accounting Review | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <i>hrs</i> | Bryan Steele |
| IT Review (IT software or hardware) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="text"/> | _____ |
| Up to \$10K Manager/Program Manager | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <i>See contract</i> | Greg Thorpe |
| Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="text"/> | _____ |
| Up to \$100K Chief, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only) | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <i>[Signature]</i> | D. Eddy Cumins |
| Over \$100K Executive Director | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="text"/> | W. Steve Meyer |
| Over \$200K Board Approval | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="text"/> | _____ |
- Approval Date*
- If Yes, route to the Sr. Supply Chain Manager for board meeting agenda and approval*

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

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

RECITALS

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

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

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

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

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

AGREEMENT

Therefore, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Personal to be assigned for select phases of the project:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Notwithstanding subsection (a) of this Section, the parties may, through mutual agreement, develop alternative communication channels to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid Notices under the Agreement.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

UTAH TRANSIT AUTHORITY

By: _____
W. Steven Meyer, Interim Executive Director

Date: _____


By:  _____
D. Eddy Cumins, Chief Operating Officer

Date: 5/29/19

By:  _____
E. Gregory Thorpe, Project Manager

Date: 5/24/19

Approved as to Legal Form:

By:  _____
Utah Transit Authority
Legal Counsel

BIG-D CONSTRUCTION

By:  _____
Jim Allison, Vice President

Date: May 24, 2019

Contractor's Federal ID Number: 87-0361918

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

[Attached on the following pages]

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

Specification:

Utah Transit Authority Depot District Technology Center
March 31, 2015

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 31 21.16 - ORIGINAL BUILDING DRAWINGS

SECTION 00 31 26 - EXISTING HAZARDOUS MATERIAL INFORMATION - BUILDINGS

DIVISION 01 - GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

DIVISION 02 - EXISTING CONDITIONS

SECTION 02 41 16 - STRUCTURE DEMOLITION [SAI]

SECTION 02 41 19 - SELECTIVE DEMOLITION [SAI]

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

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

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

Reports:

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

Drawing List:

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

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

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

GENERAL CLARIFICATIONS

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

DEMOLITION

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

HAZARDOUS MATERIALS ABATEMENT

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

FIRE SUPPRESSION

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

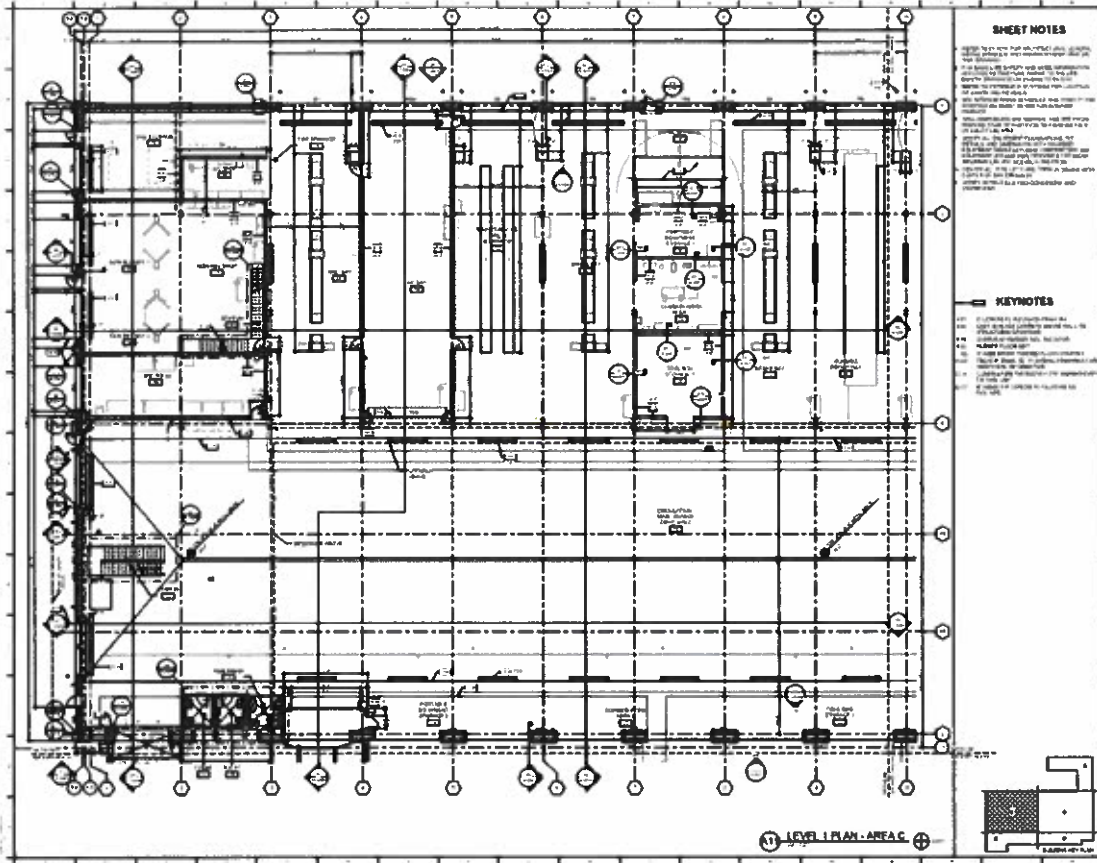
HVAC

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

ELECTRICAL

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

Appendix A



SHEET NOTES

1. SEE SHEET 03-A112 FOR THE REMAINING PORTION OF THE LEVEL 1 PLAN.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE UTA STANDARD SPECIFICATIONS FOR CONSTRUCTION.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE UTA STANDARD SPECIFICATIONS FOR CONSTRUCTION.
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KEYNOTES

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LEVEL 1 PLAN - AREA A

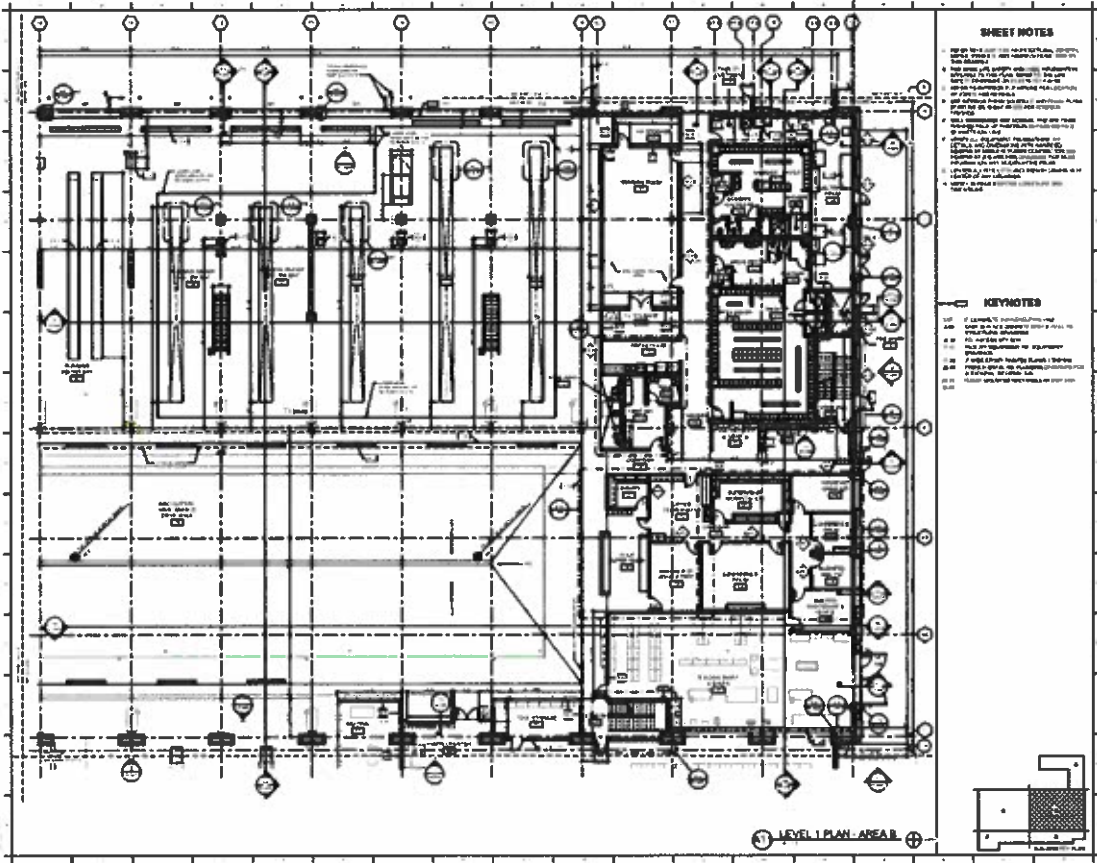
03-A113

RNL
 RNL CONSULTANTS, INC.
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UTA
 UTA
 UTA
 UTA

UTAH TRANSIT AUTHORITY
 DEPOT DISTRICT TECHNOLOGY CENTER
 MAINTENANCE OPERATIONS ADMINISTRATION (MOA)
 BUILDING 2, 1400 WEST 1000 SOUTH
 SALT LAKE CITY, UT 84115
 CONSTRUCTION DOCUMENTS 03110116

LEVEL 1 PLAN - AREA A



SHEET NOTES

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LEVEL 1 PLAN - AREA B

03-A112

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UTA
 UTA
 UTA
 UTA

UTAH TRANSIT AUTHORITY
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 BUILDING 2, 1400 WEST 1000 SOUTH
 SALT LAKE CITY, UT 84115
 CONSTRUCTION DOCUMENTS 03110116

LEVEL 1 PLAN - AREA B

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

[Attached on the following pages]

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



Alt 1

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

GMP 1 / Phase 2 Total	\$ 2,068,783
-----------------------	--------------

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

24100

2A Demolition



Base Bid

Reynolds Brothers 901,136

Spec Section	Scope of Work Description	Reynolds Brothers	Total Interior Demolition	Grant Mackay	Notes
	BASE BID	*	830,000	1,556,523	
Spec	SPEC SECTIONS				
24116	STRUCUTRE DEMOLITION	INCL	INCL	INCL	
24119	SELECTIVE DEMOLITION	INCL	INCL	INCL	
	TRADE SPECIFIC SCOPE	887,619	100,819	118,919	
1	DAQ Ten Day Notifications	2,820	2,820	2,820	
2	Mobilization	8,500	INCL	INCL	
3	4 Total mobilizations	1,350	1,350	4,500	
4	Move wood piles into Maintenance	3,114	3,114	3,114	
5	Building Separation	42,910	INCL	INCL	
6	Building D1	291,150	INCL	INCL	
7	Building D2	INCL	INCL	INCL	
8	Building D3	INCL	INCL	INCL	
9	Building D4	INCL	INCL	INCL	
10	Building D5	INCL	INCL	INCL	
11	Building D6	INCL	INCL	INCL	
12	Building D9	7,740	INCL	INCL	
13	Bldg 3 slabs	74,800	INCL	INCL	
14	Bldg 3 Catwalks	221,500	INCL	INCL	
15	Bldg 3 Bridge Cranes	19,000	INCL	INCL	
16	Bldg 3 interior office and restroom areas	INCL	INCL	INCL	
17	Saw cutting & removal to make openings in West walls	106,250	INCL		
18	Remove asphalt - East, West & South Sides	14,950	INCL	14,950	
19	Remove exterior concrete paving	10,700	10,700	10,700	
20	Excavate and remove turntable footings	5,250	5,250	5,250	
21	Ramp & Canopy at building 1	1,900	1,900	1,900	
22	TCLP Testing (10)	2,500	2,500	2,500	
23	Street Sweeping	7,500	7,500	7,500	Big-D 65 hours @ \$115/hr
24	Clean-up (1,040 HRS)	36,400	36,400	36,400	Big-D 1,040 hours @ \$35/hr
25	Layout of openings	5,100	5,100	5,100	
26	Electrical make safe of all structures prior to demo	10,365	10,365	10,365	GSL
27	Relocation of fire riser equipment & connections in Building D9	2,020	2,020	2,020	GSL
28	Mechanical Capping	8,500	8,500	8,500	
29	Salvage Timber Building 5	3,300	3,300	3,300	
	GENERAL ITEMS	13,517	10,816	19,456	
30	Addenda Acknowledged	INCL	INCL	INCL	
31	Sales Tax State/City/County: EXEMPT	EXCL	EXCL	EXCL	
32	P&P Bond/Subcontractor Default Insurance	13,517	10,816	19,456	
33	P&P Bond Rate	1.5%	0	0	
34	Big-D Prequalified	RENEWAL IN PROCESS	EXPIRED	YES	
35	Agree to Big-D Subcontract, Terms & Conditions	YES	YES	YES	
36	Agrees to Meet Insurance Requirements	YES	YES	YES	
37	Contractor License Number Valid	YES	YES	YES	
	Totals:	901,136	941,635	1,694,898	
	Variations:	0	40,499	793,762	
		0.0%	4.5%	88.1%	

Alt 1 - Demo Bldg 3

Reynolds Brothers

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

Total w/(Alternates)

1,013,243

1,029,117

1,782,380

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

26200

2B Hazardous Materials Abatement



Base Bid

Eagle Environmental 399,155

Spec Section	Scope of Work Description	Environmental Abatement	Eagle Environmental	Rocmont	Notes
	BASE BID	277,854	289,477	530,786	
• SPEC SECTIONS					
26000	CONTAMINATED SITE MATERIAL REMOVAL	INCL	INCL	INCL	
28213	REMOVAL OF ASBESTOS CONTAINING MATERIALS	INCL	INCL	INCL	
28233	DISPOSAL OF ASBESTOS CONTAINING WASTE MATERIALS	INCL	INCL	INCL	
• TRADE SPECIFIC SCOPE					
		63,680	41,401	54,080	
1	Permitting costs				
2	Remove windows	4x10, 198 ea.	5x10, 489 ea.	212,260 LF	
3	Remove windows - high	4x4, 319 ea.	INCL	INCL	
4	Remove Vinyl Tile	INCL	INCL	INCL	
5	Remove asbestos containing floor tile	INCL	25,801	INCL	
6	Black Mastic	INCL	INCL	INCL	
7	TSI pipe elbows and T's	45 EA.	INCL	INCL	
8	TSI Pipe Wrap	INCL	INCL	INCL	
9	Mirror Mastic	INCL	INCL	INCL	
10	4' fluorescent lights	INCL	INCL	INCL	
11	Ballasts	INCL	INCL	INCL	
12	Arc lights	INCL	INCL	INCL	
13	Lead based paint on the north side of Building D6	8,400	INCL	INCL	
14	Lead based paint on the north side of Building D3 (Maintenance Bldg.)	INCL	INCL	INCL	
15	Containment on north side of maintenance bldg.	INCL	INCL	INCL	
16	Water hoses and connections for your own work	INCL	INCL	INCL	
17	Power cords for your own work	INCL	INCL	INCL	
18	Temp lighting	1,250	1,250	1,250	
19	Temp power connection	850	850	850	
20	Remobilize	1,200	INCL	INCL	
21	Clean and paint columns along gridlines J, K & L of Maintenance Building - 22' above slab	INCL	INCL	INCL	
22	Water Meter (Hydrant)	2,500	2,500	2,500	
23	Water Usage	1,500	1,500	1,500	
24	Duration	114 days	40 days	12 weeks	
25	Additional supervision for schedule	38,480	INCL	38,480	
26	Clean Up	7,000	7,000	7,000	Big-D 200 hours @ \$35/hr
27	Street Sweeping	2,500	2,500	2,500	Big-D 21 hours @ \$115/hr
• GENERAL ITEMS					
		68,412	68,277	71,492	
28	Abatement Insurance	51,688	51,688	51,688	
29	Monitoring professional services	11,600	11,600	11,600	R&R Environmental
30	Prevailing Wage / certified Payroll	INCL	INCL		
31	Addenda Acknowledged	INCL	INCL	INCL	
32	Sales Tax State/City/County: EXEMPT	INCL	INCL	INCL	
33	Subcontractor Default Insurance / Bond	5,124	4,989	8,204	
34	Big-D Prequalified	NO	NO	NO	
35	Agree to Big-D Subcontract, Terms & Conditions	YES	YES	YES	
36	Agrees to Meet Insurance Requirements	YES	YES	YES	
37	Contractor License Number Valid	YES	YES	YES	
Totals:		409,946	399,155	656,358	
Variances:		10,791	0	257,203	
		2.7%	0.0%	64.4%	

Alt 1 - Demo Bldg 3

Eagle Environmental

Spec Section	Scope of Work Description	Environmental Abatement	Eagle Environmental	Rocmont	Notes
	BASE BID				
• SPEC SECTIONS					
26000	North Wall Abatement	93,656	93,656	93,656	
	Credit Back On North	(35,100)	(35,100)	(35,100)	
	Big-D Prequalified	NO	NO	NO	
	Agree to Big-D Subcontract, Terms & Conditions	YES	YES	YES	
	Agrees to Meet Insurance Requirements	YES	YES	YES	
	Contractor License Number Valid	YES	YES	YES	
Totals:		58,556	58,556	58,556	
Variances:					
		0.0%	0.0%	0.0%	

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

**ARTICLE 1
General**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“General Conditions” means this document.

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

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

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

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

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

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

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

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

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

ARTICLE 2 **Contractor’s Services**

1.1 General Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3 Government Approvals, Permits, and Legal Requirements.

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

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

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

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

1.4 Construction Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.6 Contractor's Warranty.

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

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

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

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

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

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

ARTICLE 3 **Site Conditions**

3.1 Hazardous Materials.

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

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

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

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

3.2 Differing Site Conditions.

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

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

ARTICLE 4 **Payment**

4.1 Schedule of Values.

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

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

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

4.2 Application for Payment.

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

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

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

4.3 Sales Tax Exemption

4.3.1 Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

4.4 UTA's Payment Obligations.

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

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

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

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

4.5 Contractor's Payment Obligations.

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

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

4.6 Substantial Completion.

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

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

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

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

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

4.7 Final Payment.

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

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

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

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

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

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

ARTICLE 5 **Indemnification and Loss**

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

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

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

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

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

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

5.3 Contractor's General Indemnification.

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

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

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

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

ARTICLE 6

Time

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

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

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

ARTICLE 7
Changes

7.1 Change Orders.

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

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

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

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

7.3 Constructive Changes.

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

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

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

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

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

7.4 Direction or Authorization to Proceed.

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

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

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

7.6 Contract Price Adjustments.

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 **Claims and Claim Resolution**

8.1 Claims.

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

8.1.2 Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

8.2 Claim Resolution.

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

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

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

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

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

ARTICLE 9

Suspension and Termination

9.1 UTA's Right to Stop Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.4 Bankruptcy of Contractor.

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

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

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

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

ARTICLE 10 **Value Engineering**

10.1 Value Engineering Change Proposals.

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

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

10.1.3 Contractor must include the following information in any VECP:

10.1.3.1 A narrative description of the proposed change,

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

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

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

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

10.1.3.6 Costs of development and implementation; and

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

10.2 Review and Approval of VECPs

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

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

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

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

ARTICLE 11 Health Insurance

11.1 Insurance Coverage for Employees.

11.1.1 If the Contract Price is \$2,000,000 or more, Contractor shall, prior to the effective date of the Agreement, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of the Contract.

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

ARTICLE 12 Miscellaneous

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

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

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

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

12.5 Governing Law. The Agreement and all Contract Documents are governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah.

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

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

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

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

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

Builder's Risk (Course of Construction) Insurance

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

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

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

Claims Made Policies

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

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

Acceptability of Insurers

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

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of UTA for all work performed by the contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish UTA with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by UTA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them.

Subcontractors

Contractor shall require subcontractors to maintain insurance policies that are appropriate for their respective subcontracted scope, but which shall in all events meet the following minimum requirements: (i) commercial general liability with limits no less than \$2 million per occurrence; (ii) auto liability insurance with a combined single limit of no less than \$1 million; (iii) workers' compensation meeting statutory requirements; (iv) employers' liability of no less than \$500,000; (v) professional liability (if applicable to the scope to be performed by the subcontractor) of no less than \$2 million. Contractor shall ensure that Utah Transit Authority is an additional insured on insurance policies required from subcontractors. For commercial general liability coverage, subcontractors shall provide

coverage with an additional insured form at least as broad as CG 20 38 04 13. Contractor may adopt a Contractor Controlled Insurance Program to meet this requirement. Contractor shall remain liable for all claims, lawsuits, losses and expenses that exceed such limits and for all uninsured claims and losses.

Special Risks or Circumstances

UTA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

**Exhibit E to Construction Services Amendment
Davis-Bacon Wage Rates**

[Latest To Be Inserted At Contract Execution]

General Decision Number: UT190085 01/25/2019 UT85

Superseded General Decision Number: UT20180106

State: Utah

Construction Type: Building

County: Salt Lake County in Utah.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

Modification Number Publication Date

- 0 01/04/2019
- 1 01/18/2019
- 2 01/25/2019

<u>CARP0801-002 07/01/2018</u>	<u>Rates</u>	<u>Fringes</u>
CARPENTER (Drywall Hanging and Metal Stud Installation Only).....	\$ 26.00	12.32

* ELEC0354-001 01/01/2019	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 25.01	1.5%+11.25
ELECTRICIAN.....	\$ 32.74	1.3%+12.26

ELEV0038-003 01/01/2019	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 44.10	33.705+a+b

FOOTNOTE:

a: Vacation Pay: 8% with 5 or more years based on regular hourly rate for all hours worked, 6% under 5 years based on regular hourly rate for all hours worked. b: Paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

PAIN0077-003 01/01/2013	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 19.50	6.28

PAIN0077-004 08/01/2013	Rates	Fringes
PAINTER (Brush, Roller, and Spray, excluding Drywall/Finisher and Taper)	\$ 18.25	6.65

PLUM0140-001 08/01/2017	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 33.35	13.93

SFUT0669-003 04/01/2017	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 33.14	15.84

SHEE0312-002 07/01/2017	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 33.36	11.36

SUUT2012-017 07/29/2014	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 21.25	2.15
CARPENTER (Form Work Only).....	\$ 16.93	1.93
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 20.66	7.47
CEMENT MASON/CONCRETE FINISHER...	\$ 15.00	0.00
IRONWORKER, STRUCTURAL.....	\$ 20.21	3.22
LABORER: Common or General.....	\$ 13.84	0.00
LABORER: Mason Tender - Brick...	\$ 16.38	1.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 14.94	0.00
LABORER: Pipelayer.....	\$ 13.57	0.00
LABORER: Landscape and Irrigation.....	\$ 9.50	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.48	0.00
OPERATOR: Loader.....	\$ 19.34	0.00
PLASTERER.....	\$ 18.36	0.00
ROOFER.....	\$ 13.22	0.00
TILE FINISHER.....	\$ 13.54	0.00
TILE SETTER.....	\$ 23.50	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.50	0.00

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION