

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

Wednesday, March 27, 2019, 9:00 a.m.
Utah Transit Authority Headquarters
669 West 200 South, Salt Lake City, Utah
Golden Spike Conference Rooms



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|--|---|
| 1. Call to Order & Opening Remarks | Chair Carlton Christensen |
| 2. Pledge of Allegiance | Chair Carlton Christensen |
| 3. Safety First Minute | Sheldon Shaw |
| 4. Public Comment Period | Bob Biles |
| 5. Approval of March 20, 2019 Board Meeting Minutes | Chair Carlton Christensen |
| 6. Agency Report | Steve Meyer |
| 7. R2019-03-05 Designating Transit-Oriented Development Sites | Paul Drake |
| 8. Contracts and Disbursements | |
| a. Contract: Depot District Hazardous Materials Management (Wasatch Environmental) | Eddy Cumins |
| b. Contract: Depot District Hazardous Materials Management (SWCA) | Eddy Cumins |
| c. Change Order: TIGER Phase 2 Amendment 6 – Summit County Bike Share (Granite Construction) | Eddy Cumins |
| 9. Discussion Items | |
| a. Future of FrontRunner (Part 3 of 3) | Steve Meyer, Ted Knowlton (WFRC), Shawn Seager (MAG) |
| b. 2019 Executive Team Performance Targets | Steve Meyer, Eddy Cumins, Bob Biles, Nichol Bourdeaux, Kim Ulibarri |

10. Other Business

Chair Carlton Christensen

- a. Next meeting: April 10, 2019 at 9:00 a.m.

Note: The April 3, 2019 regularly scheduled meeting of the Board of Trustees has been cancelled.

11. Adjourn

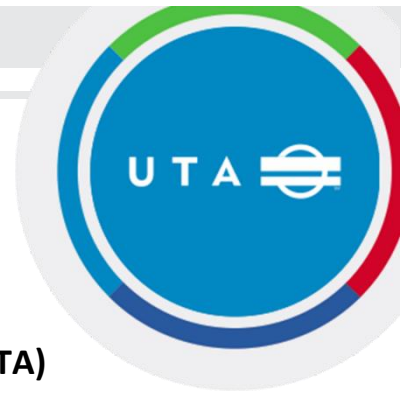
Chair Carlton Christensen

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

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

In case of fire, exit the building before tweeting about it!





**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
March 20, 2019**

Board Members Present:

Carlton Christensen, Chair
Beth Holbrook
Kent Millington

Board Members Excused/Not in Attendance:

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 9:04 a.m. with three board members present. Following Chair Christensen's opening remarks, the board and meeting attendees recited the Pledge of Allegiance.

Safety Minute. Chair Christensen yielded the floor to Lamont Worthy, UTA Video Security Administrator, for a brief safety message.

Public Comment Period. Public comment was given by Stacia Chavez via online submission. In her comment, which was read for the record, Ms. Chavez requested route 880 serve Sundance Ski Resort for the entire ski season with a schedule that accommodates after school trips in the canyon.

Approval of March 13, 2019 Board Meeting Minutes. A motion to approve the March 13, 2019 Board Meeting Minutes was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

Agency Report. Steve Meyer, UTA Interim Executive Director, mentioned that UTA was listed in the Federal Transit Administration's capital investment grant report, which is a key step in advancing the Ogden bus rapid transit (BRT) project. Mr. Meyer also provided a summary report of ridership on the free fare days held February 28 and March 1, 2019.

Financial Report – February 2019. Brad Armstrong, UTA Senior Manager of Budget & Financial Analysis, delivered the February 2019 financial report. Discussion ensued. Questions on ridership, farebox revenue, the timing of accounting processes, and accounting procedures were posed by the board and answered by Mr. Armstrong.

Chair Christensen introduced Cara Bertot, who is joining UTA as an executive assistant to the board.

R2019-03-02 Modifying the Authority's Organizational Structure. Mr. Meyer explained the proposed modification to the organizational structure, which eliminates the executive position of Chief Safety, Security & Technology. He noted that compliance, safety and security, information technology, and operations analytics and solutions functions will now report to the executive director.

A motion to approve R2019-03-02 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.

R2019-03-03 Leasing Reimbursement. Mr. Armstrong summarized the resolution, which authorizes reimbursement for vehicle leases. Managing the leases using a reimbursement process allows financing to meet federal requirements and occur at an optimal time. Discussion ensued. Questions on interest rates, the timing for receipt of the leased vehicles, the potential for missed delivery deadlines, interest charges on vehicles in production, and the types of vehicles ordered were posed by the board and answered by Mr. Armstrong.

A motion to approve R2019-03-03 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.

Contracts, Disbursements, Change Orders & Pre-Procurement.

Disbursement: Siemens. Mr. Armstrong explained the disbursement, which is intended to pay Siemens Mobility, Inc. for multiple invoices for light rail parts. Discussion ensued. A question on the types of parts purchased was posed by the board and answered by Mr. Armstrong.

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

Pre-Procurement: Bridge Inspections. Mr. Meyer shared the intent to solicit bids for a 3-year commitment to inspect the bridges in the UTA system. Discussion ensued. Questions on the possibility of using resources at the Utah Department of Transportation (UDOT) to perform this work and the number of bridges to be inspected were posed by the board and answered by Mr. Meyer. Mr. Meyer stated that he will look into the feasibility of the UDOT option.

Discussion Items.

Government Relations and Legislative Update. Matt Sibul, UTA Government Relations Director, provided an overall summary of the legislative session. He mentioned that tax reform issues raised during the session will be addressed during the interim period. He then spoke about bills that will impact the agency, including bills affecting UTA governance, affordable housing, air quality, and coordinated mobility. Discussion ensued. A question on when the bill affecting UTA governance will become effective was posed by the board and answered by Mr. Sibul. Trustee Millington suggested speaking with people in other states who are participating in coordinated mobility efforts. Trustee Holbrook and Chair Christensen expressed appreciation to Mr. Sibul and the government relations team for their efforts during the legislative session.

Closed Session. Chair Christensen indicated there was a need for a closed session to discuss pending or reasonably imminent litigation. A motion to enter closed session was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously and the board entered closed session at 10:03 a.m.

Open Session & Recess. A motion to return to open session was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously and the board returned to open session at 10:30 a.m. and then recessed the meeting until 3:00 p.m.

Recess. The meeting was recessed until 3:00 p.m.

Reconvene. The meeting reconvened at 3:02 p.m.

R2019-03-04 Approving Ogden Central, Midvale TRAX, and West Jordan City Center Station Area Plans. Paul Drake, UTA Senior Manager of Real Estate & Transit-Oriented Development, summarized the discussion from the advisory board meeting held on March 20, 2019 related to the station area plans. Discussion ensued. A question regarding whether the Midvale station

area plans are to be considered jointly or separately was posed by the board and answered by Mr. Drake and Kevin Leo, UTA TOD Project Specialist I.

A motion to approve R2019-03-04 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.

Discussion Items.

TOD Analysis Tool Ranking of Station Area Plans. Chair Christensen stated that the board formally adopted the ranking criteria earlier in the year. He mentioned that UTA will be making selections for its last three legislatively authorized transit-oriented development (TOD) sites, but that this does not preclude private land owners from pursuing TOD options near transit stations.

Mr. Drake shared that there are many criteria used to determine whether a site is ready for transit-oriented development. The analysis tool considers these criteria in generating three different ranking components; overall TOD, growth opportunity, and affordable housing. He then provided information on criteria and rankings by component for various sites, including some with approved station area plans. Mr. Drake also spoke about selection scenarios and requested feedback from the board.

Extended discussion ensued. Questions on the station area plan process, the affordable housing ranking at Murray Central Station, how station areas are defined, the competitiveness of the sites in the current market, the definition of affordable housing, the difference between affordable housing and density, mid-term versus long-term development potential, the composition of the overall TOD score, and notification of rankings to communities were posed by the board and answered by staff. Chair Christensen suggested that given the limited number of sites available for development, it might be best to select projects that are somewhat balanced between the three selection components.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, March 27, 2019 at 9:00 a.m.

Adjournment. The meeting was adjourned at 4:05 p.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/520767.html> for entire content.

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

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY DESIGNATING TRANSIT ORIENTED DEVELOPMENT SITES**

R2019-03-05

March 27, 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 Authority recognizes the importance of collaborating with regional partners, local municipalities, and the development community to construct transit-oriented developments (“TOD”) near its regional transit system to create environments that allow people to live, work, and recreate without the necessity of an automobile;

WHEREAS, the Authority currently has TOD projects in progress on five sites throughout the transit district and is authorized by Utah Code Ann. §17B-2a-804(2) to designate three additional TOD sites;

WHEREAS, the Authority’s Board of Trustees (“Board”) has adopted a TOD System Analysis Tool to provide a comprehensive analysis of potential TOD sites;

WHEREAS, the TOD System Analysis Tool provides an overall evaluation for each potential TOD site, which includes such factors as municipal support, accessibility, and market strength;

WHEREAS, the TOD System Analysis Tool evaluates growth opportunity sites, which includes factors such as transit frequency, long-term development potential, and projected growth rate;

WHEREAS, the TOD System Analysis Tool evaluates each proposed station area with respect to affordable housing suitability, which includes factors such as zoning, transit accessibility, and affordable housing need;

WHEREAS, Board of Trustees Executive Limitations Policy No. 2.2.4 – Transit-Oriented Development requires the Local Advisory Board and the Board to approve station area plans prior to the selection of TOD sites;

WHEREAS, on February 20, 2019 the Advisory Board approved the Clearfield, Salt Lake Central, Murray Central, and Provo Central Station Area Plans in Resolution AR2019-02-01, which were subsequently approved by the Board on February 27, 2019 in Resolution R2019-02-05;

WHEREAS, on March 20, 2019 the Advisory Board and the Board approved Station Area Plans for Ogden Central, Midvale TRAX, and West Jordan City Center Station Area Plans in Resolutions AR2019-03-01 and R2019-03-04 respectively;

WHEREAS, Station Area Plans for Orem Central, 3900 South, 3300 South, American Fork, and Roy were previously approved by the applicable municipalities in compliance with policies in effect at the time of approval; and

WHEREAS, after reviewing the Station Area Plans and the information provided by the TOD System Analysis Tool, the Authority desires to select three additional TOD sites.

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

1. That the _____ is hereby selected as a transit-oriented development site.
2. That the _____ is hereby selected as a transit-oriented development site.
3. That the _____ is hereby selected as a transit-oriented development site.
4. That the Board formally ratifies actions taken by the Authority, including those taken by the Interim Executive Director and staff, that are necessary or appropriate to give effect to this Resolution.
5. That the corporate seal be attached hereto.

Approved and adopted this 27th day of March, 2019.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

System Analysis Results

Rank	Overall	Growth Opportunity	Affordable Housing
1	Salt Lake Central/ N Temple Station	West Jordan City Center	Ogden Central
2	Ogden Central	American Fork Station	Murray Central
3	Clearfield Station	Clearfield Station	Salt Lake Central/ N Temple Station
4	American Fork Station	Roy Station	Midvale Fort Union Station
5	Orem Central Station	Historic Sandy Station	Clearfield Station
6	Roy Station	Draper Town Center Station	1300 S Ballpark Station
7	Murray Central Station	5651 W Old Bingham Hwy (West Jordan)	West Jordan City Center Station
8	West Jordan City Center Station	Kimballs Lane Station (Draper)	Fashion Place West Station
9	Farmington Station	Lehi Station	Midvale Center Station
10	Midvale Fort Union Station	Fashion Place West Station	Roy Station



Detailed Contract Description & Purpose

Board Review Date: 3/27/2019

Document Type: Contract

Action Requested: Motion to approve the contract or change order

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

Contract Title: Depot District Hazardous
Materials Management

Contract # 18-02955-1

Project Manager: Greg Thorpe

Contract Administrator: Teresa Pickett

Impacted Areas: FLHQ Depot District

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: Wasatch
Environmental

Sole-Source Reason: N/A

Qty & Unit price
Change Order Value
Total Contract Value \$300,000

Contract term (Months) 34 Months

Contract Start Date 3/12/2019

Contract options (Months) N/A

Contract End Date: 1/31/2022

Number of responding firms: 7

\$ Value of Next Lowest Bidder (see below)

General Description & Purpose:

As part of the construction of the Depot District UTA will need to have a pool of consultants available for hazardous materials oversight and any unforeseen subgrade features, asbestos and lead based paint remediation and oversight, and unforeseen historical artifact discoveries and mitigation. The estimated cost is based on previous work with the CNG building and published hourly rates for various consulting companies. Each consultant will be on an as needed basis and have an hourly rate. The contract will run with the entirety of the project and have a ceiling amount not to exceed \$300,000. This procurement is part of the \$4,200,000 total amount previously approved for the project. Other bidders only bid on portions of the project therefore bid comparisons are not applicable. This contract covers oversight and monitoring of abatement activities, correspondence with DEQ, soil and groundwater sampling, removal and disposal of contaminated soil/groundwater, and assistance with required permit with Federal and State agencies.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

Attachments: Contract routing sheet attached? Yes

Other attachments? (list)

Contract



CONTRACT ROUTING SHEET

Agenda Item No.:
 Board Review Date:

CONTRACT SECTION

- 1) Contract/P.O. No. **18-2955-1** (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
☐ E. Option ☐ F. Other ☐ G. Renewal ☒ H. Services ☐ I. Task Orders
- 3) Procurement Method ☐ RFQ (Quote) ☐ IFB (Low Bid) ☐ RFQU (Qualification)
☒ RFP (Best-value) ☐ Sole source ☐ Other:
- 4) Contract Title **Depot District Clean Fuels Tech Center Environmental Services**
- 5) Description / Purpose
 (of contract or project) **Professional services required specifically for hazardous materials and asbestos and lead abatement and mitigation consultation.**
- 6) Contractor Name **Wasatch Environmental**
- 7) Effective Dates Beginning: **03/12/19** Ending: **01/31/22**
- 8) Option to renew? ☐ Yes ☒ No Renewal terms

FINANCIAL SECTION

- 9) Total Board Approval Amount: \$ 300,000.00
 9a) Current Contract Value: \$ 300,000.00
 9b) Amendment Amount:
 9c) New Contract Value (including all amendments)
 9d) Is the amount an estimate? ☒ Yes ☐ No
 (Estimate if per transaction cost)
- 9f) If estimated, how was the estimate calculated? **This is a not-to-exceed amount. It depends on the amount of environmental services needed for the Depot District Building.**
- 10) Is the amount a one-time purchase or annual recurring purchase? ☐ One-time ☒ Recurring
- 11) Account Code **40-3102.68912** Capital Project Code **MSP10219**
- 12) Budgeted? ☒ Yes ☐ No Budget amount: \$ 300,000.00
- 13) Will this contract require support from another department? ☒ Yes ☐ No
- 14) If so, is the other department(s) aware of this contract and the required support? ☒ Yes ☐ No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? N/A ☐ Yes ☐ No

SIGNATURE SECTION

- | | Route to? | Initials | Signature |
|--|---|----------|-----------|
| Attorney/Legal | <input checked="" type="checkbox"/> Yes | | |
| Accounting Review | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| IT Review (IT software or hardware) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| Up to \$10K Manager/Program Manager | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| Over \$100K Executive Director | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Over \$200K Board Approval | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
- If Yes, route to the Sr. Supply Chain Manager for board meeting agenda and approval

PROFESSIONAL SERVICES AGREEMENT

Depot District Clean Fuel Technology Center Environmental Services

This Professional Services Agreement is entered into and made effective as of the 12th day of March, 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 Wasatch Environmental, a Utah Corporation ("Consultant").

RECITALS

A. UTA desires to hire professional services for the Depot District Clean Fuels Technology Center (DDCFTC), and specifically for hazardous materials and asbestos and lead abatement and mitigation consultation.

B. On December 24, 2018, UTA issued Request for Proposal Package Number 18-02955 ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.

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

D. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

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

ARTICLE 1.0

Definitions

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

- 1.1 The term "Change Order" shall mean a written modification to this Contract (the form of which shall be prescribed by UTA) pursuant to which the parties shall mutually agree upon and effect any additions, deletions, or variations in the Work (as such Work is initially defined by this Contract). The scope of modifications may include, without limitation, changes in the: (i) consideration paid to Consultant, (ii) deliverables required to be furnished by Consultant; (iii) method, manner or scope of the Work; or (iv) required performance completion milestones or other Contract schedule requirements.
- 1.2 The term "Claims" shall have the meaning set forth in Section 16.1 of this Contract.
- 1.3 The term "Consultant's Project Managers" shall mean Mr. Christopher Nolan as project lead for the hazardous materials and Ms. Audra Heinzl as project lead for the lead paint and

asbestos issues, or his and her successors as appointed or designated in writing by Consultant and approved by UTA.

- 1.4 The term "Consultant's Proposal" shall mean the Consultant's proposal dated January 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 "Indemnitees" shall mean the UTA parties set forth in Section 16.1 of this Contract.
- 1.7 The term "Scope of Services" shall mean the services described in or reasonably implied by this Contract including, but not limited to, Exhibit "A" (and all Contract requirements associated with such services).
- 1.8 The term "UTA's Project Manager" shall mean Greg Thorpe, or his/her successor as appointed or designated in writing by UTA. However, communication regarding work and services should be consigned to and completed through Patti Garver and/or Buffie Chournos at UTA with a copy to Greg Thorpe.
- 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.
- 1.10 The term "UTA's Construction Contractor" shall mean Big-D Construction, who UTA has contracted with to perform as the CM/GC for the construction of the DDCFTC project.

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. 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 and UTA's Construction Contractor 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 has designated Patti Garver and/or Buffie Chournos as the day-to-day contact person for UTA, and shall act as the liaison(s) between UTA and Consultant with respect to the Work. UTA's Project Manager has assigned to Patti and Buffie the responsibility to 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, UTA's Construction Contractor's 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 attend regular meetings to update UTA's Project Manager and UTA's Construction Contractor 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 as specified in the Scope of Services.
- 4.4 Any drawing or other submittal reviews to be performed by UTA 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 or re-execute the Work so as to conform to the Contract requirements.
- 4.7 If Consultant fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

ARTICLE 5.0
Period of Performance

- 5.1 This Contract shall commence as of the Effective Date. This Contract shall remain in full

force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than January 31, 2022. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

ARTICLE 6.0

Consideration

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with the rates set forth in Exhibit B.
- 6.2 To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- 6.3 The contract will be subject to a not-to-exceed amount of \$300,000 (the "Not to Exceed Amount"). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.
- 6.4 UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

ARTICLE 7.0

Contract Changes

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

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

- 7.2 A change in the Work may only be directed by UTA through a written Change Order or

(alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

- 7.3 Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any law or other requirement set forth in this Contract; or (ii) other conditions exist which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:
- A. The date, circumstances, and source of the change; and
 - B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

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

ARTICLE 8.0

Invoicing Procedures and Records

- 8.1 Consultant shall submit invoices to UTA's Project Manager designated liaison(s) for processing and payment. Invoice shall be provided on a monthly basis, in arrears, for Work actually performed during the preceeding month. 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 reports and other submittals, developed by Consultant as a part of its Work under this Contract (collectively and generically referred to in this Article as "Work Product") are the property of UTA. All Work Product must be delivered to UTA no later than the completion of the Work and prior to final payment by UTA. In the event this Contract is terminated prior to completion of the Work, then Consultant shall transmit all Work Product completed or in-process as of the date of termination.
- 9.2 UTA shall not be construed to be the owner of any intellectual property contained in the Work Product that was owned or created by Consultant outside of the scope of this Contract. However, with respect to such intellectual property of Consultant, Consultant hereby grants UTA a non-exclusive perpetual license to use such intellectual property to the full extent reasonably necessary for UTA's use and enjoyment of the Work Product furnished under this Contract.

ARTICLE 10.0

Subcontracts

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

ARTICLE 11.0

Key Personnel

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

ARTICLE 12.0

Suspension of Work

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

resume Work as mutually agreed to in writing by the parties hereto.

- 12.3 If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- 12.4 If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

ARTICLE 13.0

Termination for Convenience; Termination for Cause and Default Remedies

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

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

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

ARTICLE 14.0
Information, Records, and Reports; Audit Rights

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

ARTICLE 15.0
Findings Confidential

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

ARTICLE 16.0
General Indemnification and Insurance

- 16.1 Consultant shall protect, release, defend, indemnify and hold harmless UTA and its trustees, officers, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses (hereinafter collectively "Claims"), brought or made against or incurred by any of the Indemnitees resulting from or arising out of the negligent acts or omissions (actual or alleged) of Consultant, its

subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable in conjunction with this Contract or any Work performed hereunder. If an employee of Consultant, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against UTA or another Indemnatee, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts.

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

A. Occurrence type Commercial General Liability Insurance ISO CG001, with an edition date of 11-88 or later, covering the indemnity and other liability provisions of this Contract, with no exclusions of explosion, collapse or underground hazards. The limits shall be \$1,000,000 per occurrence with an annual aggregate of \$2,000,000. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations."

B. Professional Liability insurance with the following limits and coverages:

Minimum Limits:

\$1,000,000 each claim

\$2,000,000 annual aggregate

Coverages:

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

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

C. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor."

- D. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$500,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.
- 16.3 On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after Consultant's assessment of the exposure for this contract; for its own protection and the protection of UTA. Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 16.4 Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.
- 16.5 Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by UTA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- 16.6 UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

ARTICLE 17.0

Other Indemnities

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

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 Second Level/Consultant's Second Level	Five calendar days
UTA's Third Level/Consultant's Third Level	Five calendar days

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

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

ARTICLE 21

Successors and Assignees

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

ARTICLE 22.0

Nonwaiver

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

other party.

ARTICLE 23.0
Notices or Demands

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

If to UTA:

Utah Transit Authority
ATTN: Teresa Pickett
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:

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

If to Consultant:

Wasatch Environmental
2410 West California Ave.
Salt Lake City, UT 84104

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

ARTICLE 24.0
Contract Administrator

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

ARTICLE 25.0
General Provisions

- 25.1 Neither this Contract nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Contract to any

successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Contract, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Contract, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.

- 25.2 This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Consultant consents to the jurisdiction of such courts.
- 25.3 The headings of the articles, clauses, and sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 25.4 The parties enter in to this Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.
- 25.5 Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.
- 25.6 This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.
- 25.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.
- 25.8 This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of this Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.
- 25.9 Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 9, 13, 14, 15, 16, 17, 19, 20 and 25.

ARTICLE 26.0

Incorporated Documents

- 26.1 UTA's RFP 18-02955 including all federal clauses and other attachments, and Consultant's Proposal, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A and B.

ARTICLE 27.0

Insurance Coverage Requirements for Consultant Employees

27.1 The following requirements apply to the extent that: (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Consultant has a subcontract at any tier that involves a sub-consultant that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:

- A. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.
- B. Consultant shall also demonstrate to UTA that subcontractors meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

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

UTAH TRANSIT AUTHORITY:

By _____

W. Steve Meyer

Interim Executive Director

By _____

Mary DeLoretto

Director of Capital Projects

WASATCH ENVIRONMENTAL:

By _____

Name Julie Kilgore

Title President

By _____

Name Christopher J. Nolan

Title Senior Project Manager

Fed ID# 87-0486355

Approved as to Form



UTA Legal Counsel

Exhibit A – Scope of Services

Previous environmental work completed at the property identified various areas of soil and groundwater contamination, asbestos containing materials, and lead based painted surfaces. This work consists of on-call services relating to the handling of contaminated soil and groundwater and monitoring the abatement of lead and asbestos during demolition and construction activities.

For the Hazardous Materials work, services requested by UTA will include but may not be limited to the following:

- I. On-call services for any unanticipated discoveries of subgrade features or unknown contamination (USTs, pipes, oil water separators, etc.)
- II. Oversight and monitoring of abatement activities by the contractor or subcontractor
- III. Training of construction workers on proper abatement techniques and what to watch out for
- IV.
- V. Correspondence with the Utah Department of Environmental Quality DEQ including any required reporting or documentation
- VI. Sampling of soil and/or groundwater as needed
- VII. Organization of the removal and disposal of contaminated soil and/or groundwater if needed
- VIII. Assist in acquiring any required permits with the State or Federal agencies

For the Asbestos and Lead work, services requested by UTA will include but not be limited to the following:

- I. Oversight and monitoring of abatement activities by the contractor or subcontractor
- II. Training of construction workers on proper abatement techniques and what to watch out for
- III. Sampling areas as needed for asbestos and/or lead
- IV. Updating previous Asbestos and Lead reports
- V. Documentation and assisting with permitting with the Utah Division of Air Quality (DAQ)
- VI. Ensure all lead based paint has been properly encapsulated
- VII. Overseeing and documenting disposal of abated materials

Exhibit B – Work Scope Budget



**ARTICLE 1 SCHEDULE OF FEES
DEPOT DISTRICT CLEAN FUELS TECHNOLOGY CENTER
ENVIRONMENTAL SERVICES**

PERSONNEL	Per Hour
CLERICAL	
Clerical	\$50
Word Processor	\$55
Information Technology / Draftsperson / CAD (Drafter I)	\$65
Information Technology/Draftsperson/CAD (Drafter II)	\$74
Claims/Contract Specialist	\$73
ENVIRONMENTAL / ASBESTOS	
Environmental Technician I	\$58
Environmental Technician II	\$62
Environmental Technician III	\$76
Environmental Scientist Asbestos and Lead Paint Staff	\$84
Staff Engineer/Geologist/Hydrogeologist/Scientist Hazardous Material Staff	\$98
Field Engineer/Geologist/Hydrogeologist	\$95
Certified Asbestos Inspector/Sampler	\$88
Assistant Project Engineer/Geologist/Hydrogeologist	\$98
Project Engineer/Geologist/Hydrogeologist/Scientist Audra Heinzl	\$114
Remediation Systems Engineer	\$108
API 653 Inspection	\$100
Senior Project Engineer/Geologist/Hydrogeologist Christopher Nolan	\$134
Principal Engineer/Environmental Manager Julie Kilgore	\$145
Principal Expert Witness	\$300

• **TRAVEL**

Auto/ Truck
Federal/State
Government.....\$0.58 per
mile*

*Charges will be based on Current Approved Federal/State Rate

Exhibit C – Federal Clauses

FEDERAL CLAUSES

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Contractor or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Contractor agrees to include the above clause in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Contractor, to the extent the federal government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor or Supplier who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Contractor's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Contractor further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subcontractor or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subcontractor or Supplier.

FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Contractor's failure to so comply shall constitute a material breach of the Contract.

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 6.2%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Utah Transit Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeree will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. Prompt Payment and Return of Retainage. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Utah Transit Authority. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify Utah Transit Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Utah Transit Authority.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

TERMINATION

(For contracts over \$10,000.00)

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this

Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** in the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of \$25,000 or more.)*

BREACHES AND DISPUTE RESOLUTION

Disputes – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of The Authority. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized Authority Representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized Authority Representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by The Authority, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within reasonable time after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Authority and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which The Authority is located.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by laws. No action or failure to act by The Authority or Authority's authorized representative or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Wasatch Environmental, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.


Julie Kilgore

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

March 12, 2019

Date

CLEAN AIR REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, *et seq.* The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, *et seq.* The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Contractor also agrees to include these requirements in each subcontract or purchase order exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that contractors are required to use United States -Flag air carriers for federally financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by 49 USC §40118 and CFR Part 301-10.

ENERGY CONSERVATION REQUIREMENTS

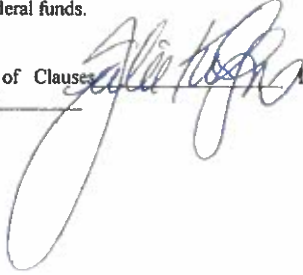
The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

SEAT BELT USE

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

DISTRACTED DRIVING, INCLUDING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messages while using an employer supplied electronic device and driving a vehicle you own or rent, a company owned, rented or leased vehicle, a privately owned vehicle when performing any company work on behalf of the project or any vehicle on or off duty. This provision is to be included in any third party contracts, third party subcontracts or subagreements at each tier financed with federal funds.

Accept Terms of Clauses  Date 3/12/19 Company Name Wasatch Environmental, Inc. Federal I.D. No. 87-0496355

Detailed Contract Description & Purpose

Board Review Date: 3/27/2019

Document Type: Contract

Action Requested: Motion to approve the contract or change order

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

Contract Title: Depot District Hazardous
Materials Management

Contract # 18-02955-2

Project Manager: Greg Thorpe

Contract Administrator: Teresa Pickett

Impacted Areas: FLHQ Depot District

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: SWCA

Sole-Source Reason: N/A

Qty & Unit price

Change Order Value

Total Contract Value \$200,000

Contract term (Months) 34 Months

Contract Start Date 3/12/2019

Contract options (Months) N/A

Contract End Date: 1/31/2022

Number of responding firms: 7

\$ Value of Next Lowest Bidder (see below)

General Description & Purpose:

As part of the construction of the Depot District UTA will need to have a pool of consultants available for hazardous materials oversight and any unforeseen subgrade features, asbestos and lead based paint remediation and oversight, and unforeseen historical artifact discoveries and mitigation. The estimated cost is based on previous work with the CNG building and published hourly rates for various consulting companies. Each consultant will be on an as needed basis and have an hourly rate. The contract will run with the entirety of the project and have a ceiling amount not to exceed \$200,000. This procurement is part of the \$4,200,000 total amount previously approved for the project. Other bidders only bid on portions of the project therefore bid comparisons are not applicable. SWCA will be working on an updated treatment plan, amending the MOA, training construction workers and documentation with SHPO.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

Attachments: Contract routing sheet attached? Yes

Other attachments? (list)

Contract



CONTRACT ROUTING SHEET

Agenda Item No.:
 Board Review Date:

CONTRACT SECTION

1) Contract/P.O. No. **18-2955-2** (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
☐ E. Option ☐ F. Other ☐ G. Renewal ☒ H. Services ☐ I. Task Orders

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

4) Contract Title **Depot District Clean Fuels Tech Center Environmental Services**

5) Description / Purpose (of contract or project) **Professional services required specifically for hazardous materials and asbestos and lead abatement and mitigation consultation.**

6) Contractor Name **SWCA**

7) Effective Dates Beginning: **03/12/19** Ending: **01/31/22**

8) Option to renew? ☐ Yes ☒ No Renewal terms

FINANCIAL SECTION

9) Total Board Approval Amount: \$ **200,000.00**
 9a) Current Contract Value: \$ **200,000.00**
 9b) Amendment Amount:
 9d) New Contract Value (including all amendments)
 9e) Is the amount an estimate? ☒ Yes ☐ No
 (Estimate if per transaction cost)

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

This is a not-to-exceed amount. It depends on the amount of environmental services needed for the Depot District Building.

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

11) Account Code **40-3102.68912** Capital Project Code **MSP10219**

12) Budgeted? ☒ Yes ☐ No Budget amount: \$ **200,000.00**

13) Will this contract require support from another department? ☒ Yes ☐ No

14) If so, is the other department(s) aware of this contract and the required support? ☒ Yes ☐ No

15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? N/A ☐ Yes ☐ No

SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes		<u>Lisa Bohman</u>
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Bryan Steele</u>
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	 	<u>N/A</u>
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>E. Gregory Thorpe</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Mary DeLoretto</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	 	<u>N/A</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	 	<u>W. Steve Meyer</u>
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	 	<u>Approval Date</u>

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

PROFESSIONAL SERVICES AGREEMENT

Depot District Clean Fuel Technology Center Environmental Services

This Professional Services Agreement is entered into and made effective as of the ____ day of ____, 201__ (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and SWCA ~~Environmental~~, *Incorporated*
~~a Utah Corporation~~ ("Consultant").

an Arizona

RECITALS

A. UTA desires to hire professional services for the Depot District Clean Fuels Technology Center (DDCFTC), and specifically for cultural resources consultation.

B. On December 24, 2018, UTA issued Request for Proposal Package Number 18-02955 ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.

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

D. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

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

ARTICLE 1.0

Definitions

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

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

- 1.4 The term "Consultant's Proposal" shall mean the Consultant's proposal dated January 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 "Indemnitees" shall mean the UTA parties set forth in Section 16.1 of this Contract.
- 1.7 The term "Scope of Services" shall mean the services described in or reasonably implied by this Contract including, but not limited to, Exhibit "A" (and all Contract requirements associated with such services).
- 1.8 The term "UTA's Project Manager" shall mean Greg Thorpe, or his/her successor as appointed or designated in writing by UTA. However, communication regarding work and services should be consigned to and completed through Patti Garver and/or Buffie Chournos at UTA with a copy to Greg Thorpe.
- 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.
- 1.10 The term "UTA's Construction Contractor" shall mean Big-D Construction, who UTA has contracted with to perform as the CM/GC for the construction of the DDCFTC project.

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. 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 and UTA's Construction Contractor 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 has designated Patti Garver and/or Buffie Chournos as the day-to-day contact person for UTA, and shall act as the liaison(s) between UTA and Consultant with respect to the Work. UTA's Project Manager has assigned to Patti and Buffie the responsibility to 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, UTA's Construction Contractor's 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 attend regular meetings to update UTA's Project Manager and UTA's Construction Contractor 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 as specified in the Scope of Services.
- 4.4 Any submittal reviews to be performed by UTA 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 or re-execute the Work so as to conform to the Contract requirements.
- 4.7 If Consultant fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

ARTICLE 5.0

Period of Performance

- 5.1 This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Consultant shall complete all Work no later than January 31, 2022. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA

and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

ARTICLE 6.0 **Consideration**

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with the rates set forth in Exhibit B.
- 6.2 To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- 6.3 The contract will be subject to a not-to-exceed amount of \$200,000 (the "Not to Exceed Amount"). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.
- 6.4 UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

ARTICLE 7.0 **Contract Changes**

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

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

- 7.2 A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

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

- A. The date, circumstances, and source of the change; and
- B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

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

ARTICLE 8.0

Invoicing Procedures and Records

- 8.1 Consultant shall submit invoices to UTA’s Project Manager designated liaison(s) for processing and payment. Invoices shall be provided on a monthly basis, in arrears, for Work actually performed during the preceeding month. 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, reports and other submittals, developed by Consultant as a part of its Work under this Contract (collectively and generically referred to in this Article as “Work Product”) are the property of UTA. All Work Product must be delivered to UTA no later than the completion of the Work and prior to final payment by

UTA. In the event this Contract is terminated prior to completion of the Work, then Consultant shall transmit all Work Product completed or in-process as of the date of termination.

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

ARTICLE 10.0

Subcontracts

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

ARTICLE 11.0

Key Personnel

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

ARTICLE 12.0

Suspension of Work

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

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

ARTICLE 13.0

Termination for Convenience; Termination for Cause and Default Remedies

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

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

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

ARTICLE 14.0

Information, Records, and Reports; Audit Rights

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

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

ARTICLE 15.0

Findings Confidential

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

ARTICLE 16.0

General Indemnification and Insurance

- 16.1 Consultant shall protect, release, defend, indemnify and hold harmless UTA and its trustees, officers, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses (hereinafter collectively "Claims"), brought or made against or incurred by any of the Indemnitees resulting from or arising out of the negligent acts or omissions (actual or alleged) of Consultant, its subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable in conjunction with this Contract or any Work performed hereunder. If an employee of Consultant, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable

has a claim against UTA or another Indemnitee, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts.

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

A. Occurrence type Commercial General Liability Insurance ISO CG001, with an edition date of 11-88 or later, covering the indemnity and other liability provisions of this Contract, with no exclusions of explosion, collapse or underground hazards. The limits shall be \$1,000,000 per occurrence with an annual aggregate of \$2,000,000. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations."

B. Professional Liability insurance with the following limits and coverages:

Minimum Limits:

\$1,000,000 each claim

\$2,000,000 annual aggregate

Coverages:

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

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

C. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor."

D. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall

provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$500,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.

- 16.3 On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after Consultant's assessment of the exposure for this contract; for its own protection and the protection of UTA. Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 16.4 Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.
- 16.5 Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by UTA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- 16.6 UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

ARTICLE 17.0 Other Indemnities

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

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 Second Level/Consultant's Second Level	Five calendar days
UTA's Third Level/Consultant's Third Level	Five calendar days

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

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

ARTICLE 21
Successors and Assignees

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

ARTICLE 22.0
Nonwaiver

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

ARTICLE 23.0
Notices or Demands

- 23.1 Any formal notice or demand to be given by one party to the other shall be given in

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

If to UTA:

Utah Transit Authority
ATTN: Teresa Pickett
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:

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

If to Consultant:

SWCA Environmental Consultants
257 East 200 South, Suite 200
Salt Lake City, UT 84111

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

ARTICLE 24.0

Contract Administrator

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

ARTICLE 25.0

General Provisions

- 25.1 Neither this Contract nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Contract to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Contract, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Contract, and provided further, that such party shall remain liable and responsible to the other party hereto for the

performance and observance of all such obligations.

- 25.2 This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Consultant consents to the jurisdiction of such courts.
- 25.3 The headings of the articles, clauses, and sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 25.4 The parties enter in to this Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.
- 25.5 Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.
- 25.6 This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.
- 25.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.
- 25.8 This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of this Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.
- 25.9 Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 9, 13, 14, 15, 16, 17, 19, 20 and 25.

ARTICLE 26.0

Incorporated Documents

- 26.1 UTA's RFP 18-02955 including all federal clauses and other attachments, and Consultant's Proposal, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A and B.

ARTICLE 27.0

Insurance Coverage Requirements for Consultant Employees

- 27.1 The following requirements apply to the extent that: (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Consultant has a subcontract at any tier that involves a sub-consultant that has an initial subcontract

equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:

- A. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.
- B. Consultant shall also demonstrate to UTA that subcontractors meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

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

UTAH TRANSIT AUTHORITY:

By _____

W. Steve Meyer

Interim Executive Director

By Mary DeLorenzo

Mary DeLorenzo

Director of Capital Projects

SWCA ENVIRONMENTAL:

By David Brown

Name DAVID BROWN

Title PRINCIPAL

By _____

Name _____

Title _____

Fed ID# 86-0483317

Approved as to Form

AmB. Palmer

UTA Legal Counsel

Exhibit A – Scope of Services

Previous cultural work completed at the property identified historic building remnants, trash scatters, and a brick cistern. This work consists of on-call services relating to the handling of contaminated soil and groundwater and monitoring the abatement of lead and asbestos during demolition and construction activities. For the Cultural Resources consultant, services requested by UTA will include but may not be limited to the following:

- I. Completion of an updated Treatment Plan for the project
- II. Assist in amendment of the existing Memorandum of Agreement for the project
- III. On-call services for any unanticipated discoveries
- IV. Training of construction workers on the process regarding any discoveries
- V. Documentation and correspondence with SHPO as needed
- VI. Monitoring services as needed for the project

Exhibit B – Work Scope Budget

Price Proposal for Depot District Clean Fuels Technology Center Environmental Services

SWCA

PRICE

SWCA will provide an experienced and responsive team with competitive prices (Table 1). Our team can provide negotiated costs for a variety of tasks, such as specific consultation, monitoring, and reporting—whatever becomes necessary for a project. All fieldwork would be conducted by an experienced field manager, who would be supported by field technicians for any extensive fieldwork, as well as specialists/principal investigators (as needed) for any issue that may arise.

Table 1. Project Rates. Our staff provides exceptional work at a competitive price.

TITLE	ROLE	RATE
Field Technician	Will conduct any extensive fieldwork	\$55.00
Field Manager	Will conduct any short term/as needed fieldwork Will supervise all field technicians in instances of extensive fieldwork	\$67.00
GIS Specialist	Will provide GIS support to the monitoring crews Will assist with documentation/report preparation	\$79.00
Field Specialist/Documentation Lead	Will provide specialized assistance to the field crews Will be responsible for any documentation/report preparation	\$89.00
Project Manager	Will conduct the overall management of any project (including scheduling, fieldwork and documentation/report management, and invoicing)	\$99.00
Specialist/Principal Archaeologist	Will provide specialized assistance with specific aspects of a project, including artifact analysis, historic resource evaluations, and conflict resolution	\$153.00

Exhibit C -- Federal Clauses

FEDERAL CLAUSES

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Contractor or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Contractor agrees to include the above clause in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor or Supplier who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Contractor, to the extent the federal government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor or Supplier who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Contractor's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Contractor further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subcontractor or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subcontractor or Supplier.

FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Contractor's failure to so comply shall constitute a material breach of the Contract.

CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 6.2%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Utah Transit Authority deems appropriate. **Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).**

c. The successful bidder/offeree will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. **Prompt Payment and Return of Retainage.** The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Utah Transit Authority. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify Utah Transit Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Utah Transit Authority.

INCORPORATION OF FTA TERMS

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

TERMINATION

(For contracts over \$10,000.00)

a. **Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this

Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of \$25,000 or more.)*

BREACHES AND DISPUTE RESOLUTION

Disputes – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of The Authority. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized Authority Representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized Authority Representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by The Authority, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within reasonable time after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Authority and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which The Authority is located.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by laws. No action or failure to act by The Authority or Authority's authorized representative or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.- Use of "Disclosure of Lobbying Activities," Standard Form-L.L.L set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, SWCA, INC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

DAVID BROWN
PRINCIPAL Name and Title of Contractor's Authorized Official

3.12.2018 Date

CLEAN AIR REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, *et seq.* The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, *et seq.* The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Contractor also agrees to include these requirements in each subcontract or purchase order exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that contractors are required to use United States -Flag air carriers for federally financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by 49 USC §40118 and CFR Part 301-10.

ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

SEAT BELT USE

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

DISTRACTED DRIVING, INCLUDING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messages while using an employer supplied electronic device and driving a vehicle you own or rent, a company owned, rented or leased vehicle, a privately owned vehicle when performing any company work on behalf of the project or any vehicle on or off duty. This provision is to be included in any third party contracts, third party subcontracts or subagreements at each tier financed with federal funds.

Accept Terms of Clauses

No. B6-048317

Date

3/12/19

Company Name

SWCA, Inc.

Federal I.D.

Detailed Contract Description & Purpose

Board Review Date: 3/27/2019

Document Type: Change Order

Action Requested: Motion to approve the contract or change order

Criteria: New total contract value is > \$1,000,000 and Change-order is > 15% or \$200,000

Contract Title: TIGER Phase 2 Amendment 6 -
Summit County Bike Share

Contract # 18-2398TP

Project Manager: Heather Bening

Contract Administrator: Teresa Pickett

Impacted Areas: Summit County

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: Granite Construction

Sole-Source Reason: N/A

Qty & Unit price
Change Order Value \$682,904
Total Contract Value \$25,191,479

Contract term (Months) 8 months

Contract Start Date 2/22/2019

Contract options (Months) N/A

Contract End Date: 10/3/2019

Number of responding firms: 6

\$ Value of Next Lowest Bidder N/A

General Description & Purpose:

UTA is engaged in a project to design and construct projects in cities and counties throughout the region, funded in part with a Transportation Investment Generating Economic Recovery (TIGER) Grant. The program consists of 94 separate projects (total contract value of \$25,191,479). 33 of the projects received local matching funds from the cities and counties in which the projects will be constructed. The remaining 61 projects will be funded by UTA. The Board approved all project amendments occurring in 2018 with a Board Resolution for all 2018 projects. New amendments for projects in 2019 need to be approved individually by the Board. This Amendment 6 is for Bike Lanes in Summit County. All of the funds for this amendment will be paid with TIGER funds and Summit County participation monies. UTA is providing no additional money for this Amendment. Stakeholder Agreement Supplement No. 1 shows the total value of the project (\$860,437). This amendment for \$682,904 is for the construction portion. The remaining balance is for design, program management fees and contingency.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

Attachments: Contract routing sheet attached? Yes

Other attachments? (list)

Contract



CONTRACT ROUTING SHEET

Agenda Item No.:
Board Review Date:

CONTRACT SECTION

- 1) Contract/P.O. No. **18-2398TP** (Assigned by Purchasing) Contract Administrator: **Teresa Pickett**
Project Manager: **Heather Bening**
- 2) Contract Type ☐ A. A&E/Design ☐ B. Blanket PO ☐ C. Construction ☐ D. Goods ☒ E. Modification
☐ E. Option ☐ 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 **TIGER Phase 2 Construction Services Amendment 6**
- 5) Description / Purpose
(of contract or project) **Amendment 6 - Summit county Bike Share Project**
- 6) Contractor Name **Granite Construction**
- 7) Effective Dates Beginning: **02/22/19** Ending: **10/03/19**
- 8) Option to renew? ☐ Yes ☒ No Renewal terms

FINANCIAL SECTION

- 9) Total Board Approval Amount:
- | | |
|---|---------------|
| 9a) Current Contract Value: | \$ 682,904.00 |
| 9b) Amendment Amount: | |
| 9d) New Contract Value (including all amendments) | \$ 682,904.00 |
- 9e) Is the amount an estimate? ☐ Yes ☒ No
(Estimate if per transaction cost)
- 9f) 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 **Various 25-130560-5892** Capital Project Code **MSP20519**
- 12) Budgeted? ☒ Yes ☐ No Budget amount: **\$ 682,904.00**
- 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	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<u>BWS</u>	<u>Bart Simmons</u>
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>TD</u>	<u>TROY BUCHAN</u>
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<u>N/A</u>
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>KS</u>	<u>Heather Bening</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<u>N/A</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>ES</u>	<u>D. Eddy Cumins</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>W. Steve Meyer</u>
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Approval Date</u>

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

**SUPPLEMENT NO. 1 TO
STAKEHOLDER AGREEMENT
SUMMIT COUNTY**

TIGER GRANT

TIGER 2016 GRANT No. <u>2018-02</u>	UTA CONTRACT No. <u>18-2660BM (18-2398 TP)</u>	STAKEHOLDER CONTRACT No.
SUMMARY OF COUNTY PROJECTS INCLUDED IN THIS SUPPLEMENT: SUCo_BKS_1: BIKE SHARE PROGRAM		VALUE OF COUNTY PROJECTS \$860,437
		COUNTY REPRESENTATIVE: CAROLINE RODRIGUEZ

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

The parties hereto entered in to a Stakeholder Agreement dated MARCH 1, 2018, (the "Agreement"), which Agreement contemplated execution of this Supplement outlining specific details for the County Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

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

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

Anticipated duration of work:

2018 TIGER Projects will begin once the funding partners deposit their County participation funds on or before March 1, 2018. UTA commits the pre-design meeting to occur no later than 2 months upon receipt of participation funds.

Estimated Total Cost of Work:
(Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT:

ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION:

ESTIMATED AMOUNT OF COUNTY PARTICIPATION:

ADDITIONAL FUNDING SOURCES:

NO UTA \$

TOTAL SUMMIT CO.
TIGER PROJECT

\$ 860,437	
\$ 688,350	
+	
\$ 172,087	
=	
\$ N/A	

P.II (GRANITE)
\$682,904
COMES OUT OF
PROJECT BUDGET

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

**CONSTRUCTION MANAGER / GENERAL CONTRACTOR AGREEMENT -
Phase 2 Construction Services Amendment No. 6
(Summit County Bike Share Project)**

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

RECITALS

- A. UTA is engaged in a program to construct first and last mile improvements (collectively, the “**Program**”).
- B. Pursuant to Request for Proposals No. 18-2398TP, UTA and Contractor entered into the Construction Manager/General Contractor Agreement – Phase 1 Pre-Construction Services, dated April 11, 2018 (UTA Contract No. 18-2398TP 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 construction services for the Summit County Bike Share Project (the “**Project**”).
- D. UTA and Contractor desire to amend the Phase 1 Agreement to include that scope, schedule, and price for the Project specified herein. Hereafter, the term “**Agreement**” refers collectively to the Phase 1 Agreement and this Amendment for the Project.
- E. UTA and the Contractor intend to enter into additional, separate and distinct phase 2 construction services amendments for other projects that are part of the Program.

AGREEMENT

Therefore, the Parties agree as follows:

1. Scope of Work. Contractor shall perform the Work in accordance with the plans and specifications referenced below and as otherwise required by the Contract Documents. 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 construction of the Project. The term “**Work**” does not include the Phase 1 Work, which was defined and performed pursuant to the Phase 1 Agreement.

2. Schedule. (a) Contractor is authorized to commence all Work upon the execution of this Amendment. The Contractor’s initial baseline schedule is attached as Exhibit A.

(b) The Contractor shall achieve Substantial Completion of the Work (which for purposes of this Amendment shall specifically exclude the installation of any docking equipment provided and installed by Bewegen) no later than June 30, 2019 (the "**Substantial Completion Date**").

(c) The Contractor shall achieve Final Completion of the Work under this Amendment as expeditiously as reasonably practicable, but in no event later than October 3, 2019 (the "**Final Completion Date**"). 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 this Agreement and the General Conditions.

(d) Time is of the essence with respect to the dates set forth in this section.

3. Price and Payment. As full compensation for completing the Work in accordance with the Contract Documents, UTA shall pay to the Contractor a lump sum amount of SIX HUNDRED EIGHTY-TWO THOUSAND, NINE HUNDRED AND FOUR DOLLARS (\$682,904 and, together with any contingency line item amounts necessary to address city permit fees (if applicable), hereinafter the "**Contract Price**"). The Contract Price does not include the Phase 1 Contract Pricing, 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.

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;
- (3) The "Released for Construction" delivery packages (the "RFC Drawings") for the Project, which package is included in the ProjectWise Site.
- (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, and specifically including the Federal Clauses and General Conditions;
- (6) The Contractor's Proposal in response to the RFP as it specifically pertains to the Project and Work; 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 Grey Turner as its Interim Project Manager, and Mary Deloretto as its Senior Representative. UTA’s Contract Administrator for this Agreement is Teresa Pickett. Questions or correspondence regarding the contractual aspects of this Agreement should be directed to Ms. Pickett, at the address set forth in Section 9.

(b) Contractor designates Casey Green as its Project Manager, and Eric Wells 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) Project Manager: Casey Green

(2) Construction Manager: Randy Cox

(b) Contractor must obtain permission, in writing, from UTA’s Senior Representative or his/her designee, prior to removal of the Key Personnel identified above. In connection with a request to replace Key Personnel, the Contractor must identify a proposed replacement, who must meet the requirements of the position stated in the RFP.

7. Bonds and Insurance. (a) Contractor shall obtain and maintain the insurance coverages set forth in Exhibit C of the Phase 1 Agreement, and comply with the obligations set forth therein.

(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 sufficient to cover 100% of the Contract Price, and in a form acceptable to UTA. The Bonds may, as necessary, be consolidated with those for Work to be performed under other Phase 2 Amendments, subject to UTA’s approval, provided that the combined amount of the Bonds is equal to the

combined Contract Prices of all of the Phase 2 Amendments consolidated for this purpose. Contractor shall provide the Bonds to UTA prior to commencing any Work.

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 B. Contractor shall comply with and cause its subcontractors to comply with all laws pertaining to prevailing wages.

9. 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 the Utah Transit Authority:

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

With a required copy to:

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

If to the Contractor:

Granite Construction Company
ATTN: Eric Wells
1000 N. Warm Springs Road
Salt Lake City, Utah 84116

(b) To be deemed valid, Notices must be given by one of the following methods: (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid. Notice shall be deemed received when received in hand by the Party, as set forth above.

(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

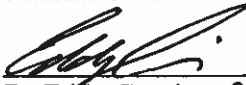
10. Counterparts. The Parties may execute this Amendment in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all counterparts together will constitute a single agreement.

11. 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).

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

UTAH TRANSIT AUTHORITY

By: _____ Date: _____
Steve Meyer
Interim Executive Director

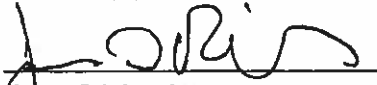
By:  _____ Date: 3/4/2019
D. Eddy Cumins, Chief Operating Officer
~~Vice President of Operations and Capital~~

By:  _____ Date: 2/22/19
Grey Turner
Interim Project Manager

Approved as to Legal Form:

By:  _____ Date: 2/22/2019
Utah Transit Authority
Legal Counsel

GRANITE CONSTRUCTION COMPANY

By:  _____ Date: 2/12/19
Dave Richards,
Senior Vice President Granite
Construction Northwest Group

Contractor's Federal ID Number: 94-0519552

Exhibit C - Wage Determination

General Decision Number: UT180032 04/06/2018 UT32

Superseded General Decision Number: UT20170032

State: Utah

Construction Type: Heavy

County: Summit County in Utah.

Including Water and Sewer line and Natural Gas Pipeline
Construction

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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	01/05/2018
1	04/06/2018

ELEC0057-002 03/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
Lineman.....	\$ 42.94	13.32

ENGI0003-005 07/01/2013

	Rates	Fringes
OPERATOR: Power Equipment		
(1)Mechanic-Excluding		
Natural Gas Pipeline		
Construction.....	\$ 27.55	15.65
(2A)Blade/Grader.....	\$ 25.89	15.65
(3) Backhoe/Excavator,		
Front End Loader(Over 5		
cu.yds.).....	\$ 25.37	15.65

Held Saw, Jackhammer,		
Power Saw.....	\$ 20.85	8.65
(5)Hand Held Drill.....	\$ 21.65	8.65

LABO0295-038 07/01/2014

Excluding Natural Gas Pipeline & Water/Sewer Line Construction

	Rates	Fringes
LABORER (1)Common or General)....	\$ 20.59	8.65

TEAM0222-002 06/05/2017

NATURAL GAS PIPELINE CONSTRUCTION ONLY

ZONE 1 - Summit County (Western Half)
 ZONE 2 - Summit County (Eastern Half)

	Rates	Fringes
TRUCK DRIVER		
ZONE 1:		
Group 1.....	\$ 35.75	11.57
Group 2.....	\$ 35.19	11.57
Group 3.....	\$ 34.85	11.57
ZONE 2:		
Group 1.....	\$ 40.02	11.57
Group 2.....	\$ 39.48	11.57
Group 3.....	\$ 35.92	11.57

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

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

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

Premium Pay:

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

Group 1: Low Boy and Truck Mechanic
 Group 2: Stringer Truck

SUUT2008-040 08/19/2008

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.

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

01/10/2019 8:33
 UTASCBIKER4 UTA SUMMIT COUNTY BIKES R4
 *** Jimmy Vegh

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	WILLOW CREEK PARK		1.000	LS	45,033.59	45,033.59
2000	4580 W SILVER SPRINGS DRIVE		1.000	LS	66,800.62	66,800.62
3000	BASIN RECREATION FIELD		1.000	LS	47,418.74	47,418.74
4000	HEALTH DEPARTMENT BUILDING		1.000	LS	54,562.51	54,562.51
5000	SUMMIT COUNTY JUSTICE CENTER		1.000	LS	55,696.11	55,696.11
6000	UPPER MAIN STREET/BREW PUP		1.000	LS	50,414.47	50,414.47
7000	CITY PARK NORTH		1.000	LS	54,753.53	54,753.53
8000	DEER VALLEY		1.000	LS	48,752.59	48,752.59
9000	PCMARC		1.000	LS	57,984.78	57,984.78
10000	ECKER PARK & RIDE		1.000	LS	22,892.36	22,892.36
11000	JEREMY RANCH PARK & RIDE		1.000	LS	26,140.04	26,140.04
20000	INDIRECTS		1.000	LS	83,921.38	83,921.38
21000	8% MARKUP		1.000	LS	49,149.68	49,149.68
Bid Total						\$663,520.40

GRANITE CONSTRUCTION 1/11/20
SUMMIT COUNTY BIKE SHARE SOC_o_BKS_1 RFC

Item #	Item	Quantity	Units	GRANITE Unit Cost
100	BASIN RECREATION	1	LS	\$50,604.22
200	PCMARC	1	LS	\$57,841.36
300	ECKER PARK & RIDE	1	LS	\$23,503.54
500	SILVER SPRINGS DRIVE	1	LS	\$65,511.39
600	BREW PUB	1	LS	\$50,860.68
800	HEALTH DEPARTMENT / CENTER OF EXCELLENCE	1	LS	\$59,600.86
900	SUMMIT COUNTY JUSTICE CENTER	1	LS	\$55,599.42
1000	DEER VALLEY	1	LS	\$49,374.33
1200	JEREMY RANCH PARK & RIDE	1	LS	\$26,751.22
1300	WILLOW CREEK	1	LS	\$46,553.77
1500	CITY PARK	1	LS	\$58,704.03
TOTAL PROJECT COSTS				
INDIRECTS				
MARKUP (8%)				
GRAND TOTAL				

CONTINGENCY ITEM

GUARANTEE FEE FOR PUBLIC ROW APP.	5 EA	\$ 2,000.00
PARK CITY PERMIT FEES	5 EA	\$ 200.00
PARK CITY PARKING FEES	1 LS	\$ 580.00

TOTAL