

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

Wednesday, January 15, 2020, 9:00 a.m.
Utah Transit Authority Headquarters
669 West 200 South, Salt Lake City, Utah
Golden Spike Conference Rooms



- | | |
|---|----------------------------------|
| 1. Call to Order & Opening Remarks | Chair Carlton Christensen |
| 2. Pledge of Allegiance | Chair Carlton Christensen |
| 3. Safety First Minute | Sheldon Shaw |
| 4. Public Comment Period | Bob Biles |
| 5. Consent Agenda:
a. Approval of December 18, 2019 Board Meeting Minutes | Chair Carlton Christensen |
| 6. Agency Report
a. UTA UDOT AV Shuttle Pilot – Six Month Update | Carolyn Gonot |
| 7. Resolutions
a. R2020-01-01 Resolution Authorizing the Execution of Modification Number 1 to a Federal Aid Grant Agreement with the Utah Department of Transportation to Provide Funding for the Springville Sharp/Tintic Railroad Connection Project | Mary DeLoretto |
| b. R2020-01-02 Resolution Authorizing Issuance of a Notice to Proceed Under a Construction Manager/General Contractor Contract for TIGER First/Last Mile Connection Program of Projects for 2020 | Mary DeLoretto |
| 8. Contracts, Disbursements and Grants
a. Contract: GREENbike Sponsorship Agreement (GREENbike) | Nichol Bourdeaux |
| b. Contract: Operator Uniforms (Skaggs Companies Inc.) | Eddy Cumins |
| c. Revenue Contract: Paratransit Vehicle Lease and Service Agreement (Work Activity Center) | Eddy Cumins |
| d. Pre-procurement
i. Warm Springs Facility Paint Booth Installation | Todd Mills |

9. Service and Fare Approvals

- a. Complimentary Fare for 2020 Legislative Staff Monica Morton
- b. Sponsored Fare Agreement for Trip Reduction Program/Free Fare Days (Division of Air Quality) Monica Morton
- c. Complimentary Fare for Tumbleweeds Film Festival (Utah Film Center) Monica Morton

10. Discussion Items

- a. Low Income Fare Pilot Program Bob Biles and
Board may make a motion to approve pilot at this time. Monica Morton
- b. UTA Long Range Plan Process Mary DeLoretto and
Alex Beim

11. Other Business

- a. Next meeting: January 22, 2020 at 9:00 a.m.

Chair Carlton Christensen

12. Closed Session

- a. Strategy session to discuss collective bargaining
- b. Discussion regarding deployment of security personnel, devices, or systems

Chair Carlton Christensen

13. Adjourn

Chair Carlton Christensen

Public Comment: Members of the public are invited to provide comment during the public comment period. Comment may be provided in person or online through www.rideuta.com. In order to be considerate of time and the agenda, comments are limited to 2 minutes per individual or 5 minutes for a designated spokesperson representing a group. Comments may also be sent via e-mail to boardoftrustees@rideuta.com. To be distributed to the Board of Trustees prior to the meeting or be included in the meeting minutes, online or email comments must be received by 2:00 p.m. the day before the meeting.

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

Safety is as simple as ABC - Always Be Careful



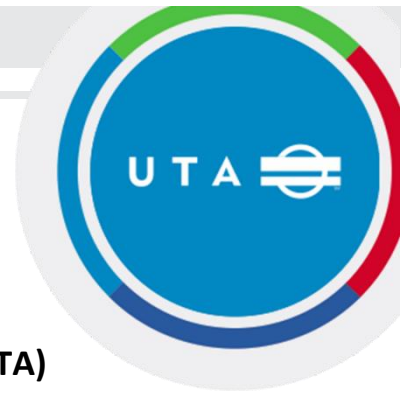


MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: January 15, 2020

SUBJECT:	Approval of December 18, 2019 Board Meeting Minutes
AGENDA ITEM TYPE:	Consent
RECOMMENDATION:	Approve the minutes of the December 18, 2019 Board of Trustees meeting.
BACKGROUND:	A regular meeting of the UTA Board of Trustees was held on Wednesday, December 18, 2019 at 9:00 a.m. at UTA Headquarters. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the Utah Public Notice Website and video feed is available on You Tube at https://www.youtube.com/results?search_query=utaride
ATTACHMENTS:	1) 2019-1218 Minutes_Board Meeting_unapproved



**Minutes of the Meeting
of the
Board of Trustees of the Utah Transit Authority (UTA)
held at UTA FrontLines Headquarters located at
669 West 200 South, Salt Lake City, Utah
December 18, 2019**

Board Members Present:

Carlton Christensen, Chair
Beth Holbrook
Kent Millington

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

Call to Order, Opening Remarks, and Pledge of Allegiance. Chair Christensen welcomed attendees and called the meeting to order at 9:00 a.m. Following Chair Christensen's opening remarks, the board and meeting attendees recited the Pledge of Allegiance.

Safety First Minute. Chair Christensen yielded the floor to Sheldon Shaw, UTA Director of Safety & Security, for a brief safety message.

Public Comment Period. No public comment was given.

Consent Agenda. The consent agenda was comprised of:

- Approval of November 19, 2019 Budget Hearing Minutes
- Approval of December 11, 2019 Board Meeting Minutes

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

Agency Report.

South Salt Lake County Microtransit Pilot. Carolyn Gonot, UTA Executive Director, was joined by Nichol Bourdeaux, UTA Chief Communications & Marketing Officer, and Jaron Robertson, UTA Acting Director of Innovative Mobility Solutions. Ms. Gonot provided a preliminary update on the south Salt Lake County microtransit pilot. She said the service has been operating for over 20 days and close to 3,700 people have downloaded the Via app, which connects the riding public to the service. Average daily ridership is 216 people per day.

Discussion ensued. Questions on unanticipated challenges with the pilot, the pilot's effects on flex routes, type of data being tracked, and communication strategies about microtransit to all cities in UTA's service area were posed by the board and answered by staff.

FrontRunner Maintenance. Ms. Gonot was joined by Eddy Cumins, UTA Chief Operating Officer, and Dave Hancock, UTA Director of Asset Management. Mr. Cumins reported that a break in a connection on the FrontRunner line between American Fork and Lehi was identified by UTA maintenance of way at 4:30 a.m. this morning. The issue caused significant service delays. A bus bridge was established to address the disruption. The maintenance of way group replaced the defective part and service resumed, though additional work will be performed throughout the day.

Discussion ensued. A question on the consequences of not making the repair was posed by the board and answered by staff.

New Government Relations Director. Chair Christensen asked Shule Bishop, newly hired UTA Government Relations Director, to introduce himself.

Financial Report – November 2019. Bob Biles, UTA Chief Financial Officer, reviewed the November 2019 financial report, including the financial dashboard, sales tax collection, expense variance by mode, and expense variance by type. Discussion ensued. A question on how internet sales taxes are tracked was posed by the board and answered by Mr. Biles.

R2019-12-02 Resolution Approving and Authorizing the Execution of the Authority's Amended Transit Agency Safety Plan (TASP). Mr. Shaw was joined by Jim Golden with the Utah Department of Transportation (UDOT). Mr. Shaw explained the TASP update process. Discussion ensued. Questions on mechanisms for employees to report safety concerns, activity

level of groups and committees referenced in the plan, and communication of safety information to employees were posed by the board and answered by staff.

A motion to approve R2019-12-02 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.

R2019-12-03 Resolution Approving an Interlocal Agreement with Sandy City for Provision of Additional Funds to Supplement the Existing TIGER Stakeholder Agreement. Mary DeLoretto, UTA Acting Chief Service Development Officer, explained the resolution, which authorizes Sandy City to contribute a \$1 million increase to the TIGER First/Mile/Last Mile Grant Project budget for completion of a multi-use path. The additional funding for the project was provided by Salt Lake County to Sandy City as part of an interlocal cooperative agreement signed earlier this year between the county and the city.

A motion to approve R2019-12-03 was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously, with aye votes from Trustee Holbrook, Trustee Millington, and Chair Christensen.

R2019-12-04 Resolution Approving a Sixth Amendment of the Authority's 2019 Budget. Mr. Biles summarized the amendment, which reallocates capital funds from ten projects to funds for eleven projects, as detailed in the meeting packet. Mr. Biles noted the reallocations resulted in a net zero change to the budget.

A motion to approve R2019-12-04 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.

R2019-12-05 Resolution Ratifying the Adoption of the Authority's 2020 Final Budget. Mr. Biles summarized the 2020 budget process. Discussion ensued. A question on how approval of the additional \$1 million in TIGER grant funding affects contingency funds in the 2020 budget was posed by the board and answered by Mr. Biles.

A motion to approve R2019-12-05 was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously, with aye votes from Trustee Holbrook, Trustee Millington, and Chair Christensen.

Contracts, Disbursements, and Grants.

Change Order: Independent Monitoring Services Phase 2 Contract Modification

(Coblentz Patch Duffy & Bass LLP). David Wilkins, Assistant Attorney General, explained the change order, which amends the contract for monitoring services called for in a non-prosecution agreement between UTA and the United States Attorney's Office for the District of Utah. The change order is for a not-to-exceed amount of \$214,600 and covers Phase II work in the monitorship. Discussion ensued. A question on the status of management responses to items raised by the monitor in Phase I work was posed by the board and answered by staff.

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

Change Order: ADA Paratransit Services Contract Extension (Tooele County Health and Aging Services). Mr. Cumins was joined by Cherryl Beveridge, UTA Special Services General Manager. Mr. Cumins described the change order, which extends the contract between UTA and Tooele County Health and Aging Services for paratransit services for one year. Discussion ensued. A question on ridership on special service routes was posed by the board and answered by staff.

Trustee Millington requested more comprehensive information on ridership numbers for special services in Tooele County.

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

Change Order: On-Call Maintenance Contract Extension (Stacy and Witbeck). Mr. Cumins was joined by Mr. Hancock. Mr. Cumins requested the board approve a one-year extension for the on-call maintenance contract with Stacy and Witbeck to assist with 2020 state of good repair projects. Discussion ensued. Questions on the level of competition in the original bidding process were posed by the board and answered by staff.

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

Contract: Track Driver Extra (TDX) System Maintenance (Modern Communication Systems). Mr. Cumins was joined by Dan Hofer, UTA Manager of State of Good Repair, and Troy Nelson, UTA Rail Service Project Administrator. Mr. Cumins explained the contract, which provides support for the TDX system that controls the movement of

trains on UTA's rail alignments. Discussion ensued. Questions on the consequences of not having a TDX system and the type of procurement for the contract were posed by the board and answered by staff.

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

Contract: Provo Intermodal Center Construction of Canopies and Customer Service and Police Buildings (Paulsen Construction). Ms. DeLoretto was joined by Janelle Robertson, UTA Project Manager II. Ms. DeLoretto summarized the contract, which adds bus platform canopies, a customer service building, and a police building at the Provo Intermodal Center. Discussion ensued. Questions on the location of the canopies and selection of the contractor were posed by the board and answered by staff.

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

Contract: Ogden-Weber State University Bus Rapid Transit Construction Manager/General Contractor Pre-Construction Services (Stacy and Witbeck). Ms. DeLoretto was joined by Ms. Robertson. Ms. DeLoretto indicated the contract is for design feedback, construction pricing, and schedule consultation on the Ogden-Weber State University bus rapid transit project. Discussion ensued. A question on the procurement process for the contract was posed by the board and answered by staff.

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

Grant Opportunity: Provo to Payson High-Capacity Transit Analysis. Ms. DeLoretto described the grant opportunity, which seeks funding from Mountainland Association of Governments programmed funds for an alternatives analysis of a high-capacity transit solution connecting the communities of Provo, Springville, Spanish Fork, and Payson.

Grant Opportunity: Transit Transportation Investment Fund (TTIF) UTA Project Proposals. Ms. DeLoretto stated the agency intends to submit a proposal for \$4 million in funding for electric vehicles for the Ogden-Weber State University bus rapid transit project from the Transit Transportation Investment Fund (TTIF).

Chair Christensen called for a break at 10:15 a.m.

The meeting resumed at 10:26 a.m.

Service and Fare Approvals.

Fare Contract: Intermountain Health Care ECO Trip Rewards Contract. Monica Morton, UTA Fares Director, explained the contract, which allows Intermountain Health Care (IHC) to provide a transit pass option at a discount to its employees. Discussion ensued. Questions on how passes are distributed to employees, ridership growth for IHC employees, and percentage of IHC employees using a transit pass were posed by the board and answered by staff.

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

Complimentary Service: North Ogden Holiday Festival. Ms. Morton described the complimentary service, which provides evening shuttle service over four days for the North Ogden Holiday Festival.

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

Discussion Items.

Rocky Mountain Power Partnership. Ms. DeLoretto introduced Hal Johnson, UTA Manager of Project Development & Systems Planning, who was joined by James Campbell and Cherie Holt with Rocky Mountain Power (RMP). Mr. Johnson and Mr. Campbell delivered a presentation on the benefits of advancing a partnership between UTA and Rocky Mountain Power. Discussion ensued. Questions on the impact of electric vehicles and facilities upgrades on the power grid, best practices for power usage, and RMP's movement to renewable energy sources were posed by the board and answered by staff.

Other Business.

Next Meeting. The next meeting of the board will be on Wednesday, January 15, 2020 at 9:00 a.m.

Closed Session. Chair Christensen indicated there was a need for a closed session to discuss pending or reasonably imminent litigation and collective bargaining. A motion for a closed session was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously and the board entered closed session at 11:01 a.m.

Open Session. A motion to return to open session was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously and the board returned to open session at 11:23 a.m.

Adjournment. The meeting was adjourned at 11:24 a.m. by motion.

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

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/577237.html> for entire content.

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

UNAPPROVED



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: January 15, 2020

SUBJECT:	Agency Report
AGENDA ITEM TYPE:	Report
RECOMMENDATION:	Informational report for discussion
DISCUSSION:	<p>Carolyn Gonot, UTA Executive Director will report on recent activities of the agency and other items of interest including:</p> <ul style="list-style-type: none">• UTA UDOT AV Shuttle Pilot- Six Month Update



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: January 15, 2019

SUBJECT:	R2020-01-01 Resolution Authorizing the Execution of Modification Number 1 to a Federal Aid Grant Agreement with the Utah Department of Transportation to Provide Funding for the Springville Sharp/Tintic Railroad Connection Project
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve Resolution R2020-01-01 of the Board of Trustees of the Utah Transit Authority authorizing execution of Modification No. 1 to the Federal Aid Grant Agreement with the Utah Department of Transportation regarding additional funding for the Springville Sharp/Tintic Railroad Connection Project.
BACKGROUND:	<p>Resolution R2018-10-08 was approved by the Board of Trustees of the Utah Transit Authority (UTA) to authorize the execution of a Federal Aid Grant Agreement (FAA) with the Utah Department of Transportation (UDOT) to provide funding for the Springville Sharp/Tintic Railroad Connection Project on 10/25/18. The FAA defined the total Project budget as \$5,655,000 which was comprised of \$5,151,222 in Federal funds, \$182,000 in State funds, and \$321,778 in Local matching funds. The FAA was signed by all parties on 03/20/19.</p> <p>A separate Cooperative Agreement (19-3020BM) was entered into on 3/25/19 between UTA, Springville City, and Spanish Fork City to establish the Local matching funds to be contributed by each of the parties to match the Federal funding identified in the Federal Aid Grant Agreement between UTA and UDOT.</p> <p>Following execution of the above-mentioned Agreements, additional funding was identified for the Project. A Second Cooperative Agreement (19-03058) was entered into on 5/20/19 between UTA, Springville City, Spanish Fork City, and UDOT to increase the amount of Local matching funds to be contributed by each of the parties to match the increase in Federal funding identified for the Project.</p>

<p>DISCUSSION:</p>	<p>Modification No. 1 to the Federal Aid Grant Agreement with the Utah Department of Transportation is now required to increase the Project budget by adding the additional funding that has been identified for the Project. The original Project budget of \$5,655,000 is being increased by \$683,299 for a total Project budget of \$6,338,299. The \$6,338,299 Project budget is comprised of \$5,594,344 in Federal funds, \$390,000 in State funds, and \$353,955 in Local matching funds.</p> <p>Additional funding (\$683,299) is required to complete the Springville Sharp/Tintic Railroad Connection Project. The additional funding is comprised of additional Federal CMAQ funds (\$443,122) and State funds (\$200,000) through Mountainland Association of Governments (MAG), additional UDOT State funds (\$8,000), and additional Local matching funds (\$32,177 per Second Cooperative Agreement 19-03058).</p> <p>UTA’s total financial commitment to the Project is \$117,985 of in-kind services.</p>
<p>ALTERNATIVES:</p>	<p>Without the additional funding, there would not be enough budget to complete the Springville Sharp/Tintic Railroad Connection Project.</p>
<p>FISCAL IMPACT:</p>	<p>The additional funding will increase the overall Springville Sharp/Tintic Railroad Connection Project Budget by \$683,299.</p>
<p>ATTACHMENTS:</p>	<ol style="list-style-type: none"> 1) Board Resolution R2020-01-01, including: <ul style="list-style-type: none"> - Exhibit A: Federal Aid Agreement 198970 Mod No. 1 - Exhibit B: Federal Aid Agreement 198970 (3/20/19) 2) Cooperative Agreement 19-3020BM (03/25/19) 3) Second Cooperative Agreement 19-03058 (05/20/19) 4) Board Resolution R2018-10-08

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING THE EXECUTION OF MODIFICATION NUMBER 1 TO A
FEDERAL AID GRANT AGREEMENT WITH THE UTAH DEPARTMENT OF
TRANSPORTATION TO PROVIDE FUNDING FOR THE SPRINGVILLE
SHARP/TINTIC RAILROAD CONNECTION PROJECT**

R2020-01-01

January 15, 2020

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

WHEREAS, the Board of Trustees (the “Board”) of the Authority is charged under the Utah Public Transit District Act with approving contracts and modifications to contracts which exceed \$200,000.00 in value.

WHEREAS, the Board previously approved in Resolution R2018-10-08 the execution of a Federal Aid Grant Agreement with the Utah Department of Transportation to provide Funding for the Springville Sharp/Tintic Railroad Connection Project (the “Project”), with a copy of the original agreement attached as Exhibit B; and

WHEREAS, the Utah Department of Transportation (UDOT) and the Authority desire to amend the agreement to provide additional funding to the Project; and

WHEREAS, UDOT has agreed to provide, in Modification Number 1, an additional \$683,299.00 in funding for the Project to the Authority; and

WHEREAS, the Board of the Authority wish to authorize the Executive Director to execute Modification No. 1 to the Project agreement.

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

1. That the Board hereby approves Modification Number 1 to the Federal Aid Grant Agreement with the Utah Department of Transportation to Provide Funding for the Springville Sharp/Tintic Railroad Connection Project, as set forth in Exhibit A.
2. That the Board authorizes the Executive Director and her designee(s) to execute the Modification Number 1 to the Federal Aid Grant Agreement with the Utah Department of Transportation to Provide Funding for the Springville Sharp/Tintic Railroad Connection Project with UDOT in substantially the same form as attached as Exhibit A.

3. That the Board hereby ratifies any and all actions taken by the Authority management, staff, and counsel to prepare the Modification Number 1 to the Federal Aid Grant Agreement with the Utah Department of Transportation to Provide Funding for the Springville Sharp/Tintic Railroad Connection Project.
4. That the corporate seal be attached hereto.

Approved and adopted this 15th day of January 2020.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A



**State of Utah
Department of Transportation**

Federal Aid Agreement Supplement for Local Agency Project CFDA No. 20.205	Utah Transit Authority - Mary Deloretto	Maximum Project Value Authorized \$6,338,299
PIN Number 14988 FINET Number 54863 FMIS Number F012378 DUNS Number 069816163	Project Number F-LC49(169) PIN Description Springville Sharp/Tintic RR Connection	Agreement Number (Original Agreement No.) 198970 Mod No. 1 Date Executed

The Local Agency(ies) desires to supplement the agreement entered into and executed on 3/20/2019. All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

Updated funding for this Federal Aid Agreement Modification #1:

State Wide Transportation Improvement Program STIP 2020 - 2023

Fund	Prior	2020	2021	2022	2023	Total	Fed Aid	State	Other	Pct
CMAQ MAG	\$839,070	\$4,035,274	\$0	\$0	\$0	\$4,874,344	\$4,874,344	\$0	\$0	.00%
CMAQ PM2.5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
LOCAL GOVT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
LOCAL INKIND	\$0	\$117,985	\$0	\$0	\$0	\$117,985	\$0	\$0	\$117,985	100.00%
LOCAL MATCH	\$0	\$235,970	\$0	\$0	\$0	\$235,970	\$0	\$0	\$235,970	100.00%
R/H HZ EL90S	\$0	\$0	\$445,000	\$275,000	\$0	\$720,000	\$720,000	\$0	\$0	.00%
R/H HZ ELM90	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
STP_URB_P/O	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
ST_CONT_R3	\$0	\$110,000	\$0	\$0	\$0	\$110,000	\$0	\$110,000	\$0	.00%
ST_MATCH	\$0	\$0	\$49,444	\$30,556	\$0	\$80,000	\$0	\$80,000	\$0	.00%
ST_TIFEX_MAG	\$0	\$200,000	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$0	.00%
Total:	\$839,070	\$4,699,229	\$494,444	\$305,556	\$0	\$6,338,299	\$5,594,344	\$390,000	\$353,955	5.58%

Funding from Base Federal Aid Agreement:

State Wide Transportation Improvement Program STIP 2019 - 2022

Fund*	Prior	2019	2020	2021	2022	Total	Fed Aid	State	Other	Pct
CMAQ MAG	\$0	\$242,398	\$4,188,824	\$0	\$0	\$4,431,222	\$4,431,222	\$0	\$0	.00%
CMAQ PM2.5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
LOCAL GOVT	\$0	\$17,602	\$196,917	\$0	\$0	\$214,519	\$0	\$0	\$214,519	100.00%
LOCAL INKIND	\$0	\$0	\$107,259	\$0	\$0	\$107,259	\$0	\$0	\$107,259	100.00%
R/H HZ EL90S	\$0	\$0	\$0	\$445,000	\$275,000	\$720,000	\$720,000	\$0	\$0	.00%
R/H HZ ELM90	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
STP_URB_P/O	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
ST_CONT_R3	\$0	\$110,000	\$0	\$0	\$0	\$110,000	\$0	\$110,000	\$0	.00%
ST_MATCH	\$0	\$0	\$0	\$44,500	\$27,500	\$72,000	\$0	\$72,000	\$0	.00%
Total:	\$0	\$370,000	\$4,493,000	\$489,500	\$302,500	\$5,655,000	\$5,151,222	\$182,000	\$321,778	5.69%

Upon signing this agreement the Local Agency(ies) agrees to pay its estimated matching share in phases when requested by UDOT. Phases typically include environmental, design, right-of-way and construction. The local match for this project is represented by the percentages of the Total Project Value shown above. In addition the Local Agency(ies) agrees to pay 100% of the overruns that exceed \$6,338,299 and any ineligible costs when requested by UDOT.

UDOT will request payment of matching shares and overruns through an email that will be sent to [Mary Deloretto at MDELORETTO@RIDEUTA.COM](mailto:Mary.Deloretto@rideuta.com), Local Agency(ies) Contact. The Local Agency(ies) shall pay within 30 days after each payment request. The Local Agency(ies) shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, Box 141510, 4501 South 2700 West, Salt Lake City, Utah 84119-5998.

LOCAL AGENCY

By _____

Date _____
Utah Transit Authority Official

UTA Chief

By _____

Date _____
Utah Transit Authority Official

Utah Department of Transportation

By _____
Region Director

Date _____

UDOT Comptroller

By _____
Comptroller's Office

Date _____

Approve as to Form - UTA

By _____

Date _____



**Consultant Services
Federal Aid Agreement Review/Approval Routing Form**

STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES

TODAY'S DATE 12/4/2019
PM REQUEST DATE 11/25/2019

FEDERAL AID 198970
AGREEMENT NO.
MOD NO. 1

Project No.: F-LC49(169) PIN No.: 14988
PIN Description: Springville Sharp/Tintic RR Connection FINET Prog Code No.: 54863

UDOT Project Manager	UDOT Contract Administrator
Darren Bunker 658 North 1500 West Orem, UT 84057 (385)228-5271 dbunker@utah.gov	Michael R. Butler (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)815-4367 michaelbutler@utah.gov

Local Government
Utah Transit Authority 4850 S BOXELDER Murray, UT 84107 Mary Deloretto, (801) 915-5438 MDELORETTO@RIDEUTA.COM

Project Value	\$6,338,299
Federal Match	\$5,594,344
Local Government Match	\$353,955
State Match	\$390,000

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.

Exhibit B



**State of Utah
Department of Transportation**

32058

Federal Aid Agreement for Local Agency Project CFDA No. 20.205 Highway Planning and Construction	Utah Transit Authority - Mary Deloretto	Maximum Project Value Authorized \$5,655,000
PIN Number 14988 FINET Number 54863 FMIS Number F012378 DUNS Number 069816163	Project Number F-LC49(169) PIN Description Springville Sharp/Tintic RR Connection	Agreement Number (Assigned By Comptrollers) 198970 <hr/> Date Executed Mar 20, 2019

Mar 20, 2019

This Agreement is entered into this Mar 20, 2019 by and between the Utah Department of Transportation ("UDOT") and Utah Transit Authority (Local Agency), a political subdivision(s) of the State of Utah.

The Local Agency has a project that will receive financing from federal-aid highway funds. The Project consists of Springville Sharp/Tintic RR Connection, located at Springville/Spanish Fork and identified as project number F-LC49(169);

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the Local Agency to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

State Wide Transportation Improvement Program STIP 2019 - 2022

Fund*	Prior	2019	2020	2021	2022	Total	Fed Aid	State	Other	Pct
CMAQ_MAG	\$0	\$242,398	\$4,188,824	\$0	\$0	\$4,431,222	\$4,431,222	\$0	\$0	.00%
CMAQ_PM2.5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
LOCAL_GOVT	\$0	\$17,602	\$196,917	\$0	\$0	\$214,519	\$0	\$0	\$214,519	100.00%
LOCAL_INKIND	\$0	\$0	\$107,259	\$0	\$0	\$107,259	\$0	\$0	\$107,259	100.00%
R/H_HZ_EL90S	\$0	\$0	\$0	\$445,000	\$275,000	\$720,000	\$720,000	\$0	\$0	.00%
R/H_HZ_ELM90	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
STP_URB_P/O	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
ST_CONT_R3	\$0	\$110,000	\$0	\$0	\$0	\$110,000	\$0	\$110,000	\$0	.00%
ST_MATCH	\$0	\$0	\$0	\$44,500	\$27,500	\$72,000	\$0	\$72,000	\$0	00%
Total:	\$0	\$370,000	\$4,493,000	\$489,500	\$302,500	\$5,655,000	\$5,151,222	\$182,000	\$321,778	5.69%

AGREEMENT

Now, therefore, the parties agree as follows:

I. Description of the Project.

II. UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:

- A. Oversee compliance with federal and state regulations.
- B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
- C. Assign a UDOT Project Manager to:
 - 1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
 - 2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - 3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
 - 4. Prepare and process the federal aid agreement before project initiation.
 - 5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
 - 6. Assist the local agency to process and approve Consultant Pay Requests.
 - 7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
 - 8. Coordinate to ensure ongoing communication with the local project sponsor.
 - 9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
 - 10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
 - 11. Coordinate betterment items and finalize agreements prior to construction advertising.
 - 12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
 - 13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
 - 14. Coordinate the UDOT project closeout process.

III. Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

- A. The Local Agency shall assign a representative to serve as the Local Project Manager to:
 - 1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
 - 2. Coordinate with the UDOT Project Manager concerning the funding.
 - 3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
 - 4. Manage the day-to-day activities of the Project as follows:
 - a. Consultant and professional services used on the Project.
 - b. The Local Agency shall recommend and approve consultant pay requests.
 - c. Project scope, schedule, budget, and quality.
 - d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
 - e. Coordination with the assigned UDOT Project Manager.
 - f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - g. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.
 - h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
 - i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):

- 1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
 - 2) Participate as the active lead in project team meetings as well as all field and plan reviews.
 - 3) Ensure NEPA Environmental clearances and approvals are obtained.
 - 4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
 - 5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
 - 6) Ensure construction standards and specifications are met.
 - 7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.
- j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
 - k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
 - l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
 - m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
 - n. Approve the final advertising package and obtain local signature approval advertisement.
 - o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
 - p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
 - q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
 - r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
 - s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
 - t. Assist to provide all documentation needed for construction project close out including Buy America certification.
 - u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

IV. Funding. Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition the Local Agency agrees to pay 100% of the overruns that exceed \$5,655,000 and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

Flexible match (soft match) will only be utilized on this project if the flexible match is approved by the UDOT Local Government Programs Engineer and the flexible match is included in this agreement prior to execution. Flexible match will not be added to the project after this agreement has been executed.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to [Mary Deloretto at MDELORETTO@RIDEUTA.COM](mailto:Mary.Deloretto@MDELORETTO@RIDEUTA.COM), the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

V. Local Agency's Reimbursement Claims. The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. The Local Agency shall certify to UDOT that it has conformed to all the requirements of applicable state and federal law, Consultant Services Manual of Instruction, Local Public Agency Guide, and all the provisions of the contract, as a condition of and prior to receiving payment under the contract.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203 <http://www.gpoaccess.gov/cfr/retrieve.html>.

VI. Federal Aid Project Compliance. Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, , UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

VII. Project Authorization for Federal Aid. The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the FMIS Close Out End Date will not be eligible for Federal reimbursement and the Local Agency will be required to pay 100% of those costs. This end date can be found on the UDOT website at the following link: [Local Government Close Out Dates](#). FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

VIII. **Indemnity clause.** UDOT and Local Agency are both governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, and costs, including attorney's fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Act. The obligation to indemnify is limited to the dollars amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

IX. **Single Audit Act.** The Local Agency, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A sub-recipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200. Upon conclusion of the 2 CFR 200 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

X. **Maintenance.** The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

XI. **Utilities.** The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

XII. **Availability of Records.** For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

XIII. **Right of Way.** The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual, including the procurement process for contracting with consultants. The Local Agency shall use the right of way module in ePM for acquisitions. The Local Agency shall utilize UDOT's contracting processes to hire consultants to provide Right of Way services. This requirement includes selection methods, consultants being on the approved pool, and the contracts going through UDOT Consultant Services. Noncompliance with these requirements may result in UDOT withholding federal funds. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of-way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: <http://www.udot.utah.gov/main/f?p=100:pg:::1:T,V:808,34728>.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property

acquired with Federal assistance be used for Title 23 eligible projects. Refer to <http://www.gpoaccess.gov/cfr/retrieve.html> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

XIV. Change in Scope and Schedule. Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e, MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

XV. UDOT Service Costs. UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

XVI. Additional Contracting Party. If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

XVII. Termination. This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

XVIII. Miscellaneous.

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

XIX. Content Review

Language content was reviewed and approved by the Utah AG's office on August 16, 2018.

LOCAL AGENCY

By W. Steve Meyer

Date Mar 13, 2019

Utah Transit Authority Official

Interim Executive Director

UTA Chief

By Eddy Cumins

Date Mar 8, 2019

Utah Transit Authority Official

Chief Operating Officer

Approve as to Form - UTA

By Bart W. Simmons

Date Mar 8, 2019

Senior Contracts Counsel

Utah Department of Transportation

By [Signature]
Region Director

Date Mar 17, 2019

UDOT Comptroller

By Kristi Barney
Comptroller's Office

Date Mar 20, 2019

**UTAH DEPARTMENT OF TRANSPORTATION
FLEXIBLE MATCH PROPOSAL FOR FEDERAL-AID PROJECT
APPROVAL AND AUTHORIZATION**

To: UDOT Systems Planning & Programming - Local Government Programs Engineer
4501 South 2700 West, Salt Lake City, UT 84114-3600

Local Government Agency <u>Utah Transit Authority</u>	Project Name <u>Springville Sharp/Tintic RR Connection</u>
Project Number <u>F-LC49 (169)</u>	PIN <u>14988</u>
UDOT Project Manager <u>Darren Bunker</u>	
Prepared By <u>Mary DeLoretto</u>	Telephone Number / e-mail <u>801-741-8808/mdeloretto@rideuta.com</u>

Check type of flexible match below

In-kind Contributions

- Materials
- Equipment
- Other (Specify)

Services

- Private
- Local Government*

* For PE and CE only

Real Property

- Private Owner
- Local Government

Detailed Description of Proposed Flexible Match

UTA will provide in-house project management services, including engineering support and design review, and construction quality oversight. UTA will also prepare the environmental document. An environmental assessment level document is assumed.
See attached breakdown of estimated hours and cost.

107,300
- 100,445

6,855.00 - Additional

Estimated Valuation of Flexible Match**

\$ 107,300 New total

** Please submit detailed cost valuation data

Local Government has reviewed the UDOT Flexible Match Guidelines for Federal-aid Projects to determine eligibility of the proposed contributions.

Mary DeLoretto
Local Government Signature

2/21/19
Date

The services, materials and/or property have been approved as eligible for flexible match. Credit toward match is subject to final review of actual project costs and funding.

Remarks Services provided by UTA will likely exceed the match necessary. Original application underestimated the matching dollars so this amendment will make their services cover the entire match as originally anticipated

Chris Pote
UDOT Local Government Programs Engineer
(Acting on behalf of FHWA)

2/21/19
Date

SHARP/TINTIC RR CONNECTION PROJECT INTERLOCAL AGREEMENT

SPRINGVILLE CITY

Federal ID No.

SPANISH FORK CITY

Federal ID No.

UTAH TRANSIT AUTHORITY

Federal ID No.

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT is made and entered into this 25th day of - March, 2019, by and between the **UTAH TRANSIT AUTHORITY**, hereinafter referred to as “**UTA**”; **SPRINGVILLE CITY**, a municipal corporation in the State of Utah, and **SPANISH FORK CITY**, a municipal corporation in the State of Utah. When referring to the municipal corporations together, they are hereinafter referred to as the “**LOCAL JURISDICTIONS**.”

RECITALS:

WHEREAS, Springville City secured a total of \$5,151,222 in federal aid funds for the design and construction of a project to (in pertinent part) connect the Sharp Subdivision of the Union Pacific Railroad Company to the Tintic Industrial Lead (the “Project”);

WHEREAS, the federal funds secured for the Project include \$4,431,222 of federal Congestion Management, Air Quality funds (the “CM/AQ Funds”) funds, which require a local match contribution equal to 6.77% of the grant amount;

WHEREAS, the federal funds secured for the Project include an additional \$720,000 in funds to be awarded under the Railway Highway Crossings Program (the “R/H HZ ELM90 funds”), which require a local match contribution equal to 10% of the grant amount, that will be paid by the Utah Department of Transportation (“UDOT”);

WHEREAS, the CM/AQ Funds and the R/H HZ ELM90 funds are both administered through UDOT pursuant to a federal aid agreement;

WHEREAS, Springville City has requested that UTA (who has an ownership interest in both railroad corridors included in the Project and an operational interest in the connection) assume the obligations of “grantee” under the UDOT federal aid agreement pursuant to which the federal funds will be awarded;

WHEREAS, UTA has entered into such federal aid agreement (the “Grant Agreement”) with UDOT;

WHEREAS, UTA will manage the design and construction contracts to be funded pursuant to the Grant Agreement, subject to UDOT oversight;

WHEREAS, the Grant Agreement requires that: (i) non-state local match obligations for the federal funds be secured, (ii) any overages incurred in the completion of the Project be paid with

SHARP/TINTIC RR CONNECTION PROJECT INTERLOCAL AGREEMENT

SPRINGVILLE CITY

Federal ID No.

SPANISH FORK CITY

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Federal ID No.

local funds, and (iii) any federal funds expended must be reimbursed in the event that the Project is terminated prior to completion;

WHEREAS, the Local Jurisdictions all have an interest in seeing that the Project is completed and have agreed to share in the obligations UTA has assumed under the Grant Agreement.

NOW THEREFORE, it is agreed by and between the parties as follows:

PART A: Funding

- 1. UTA and the Local Jurisdictions shall be responsible to contribute 6.77% to match the federal CMAQ Funds equaling \$321,778 of local funds. The responsibility for the matching funds will be distributed as follows:

Springville City	\$107,259;
Spanish Fork City	\$107,259; and
UTA	\$107,259 (to be provided in in-kind labor services as indicated below).

The Local Jurisdictions shall deliver their respective shares of the local match to UTA within 30 days of the execution of this Agreement. UTA shall apply the funds only to meet the cash local match requirements set forth in the Grant Agreement. UTA’s initial local match commitment shall be in the form of in-kind labor to be supplied and documented in accordance with the Grant Agreement.

- 2. UTA will coordinate the management of the Project with UDOT and the Local Stakeholders. In the event that funds are expended on the Project, and the Project is subsequently terminated the Parties will be required to reimburse all federal funds previously expended. The responsibility for reimbursing the federal funds shall be distributed as follows:

Springville City	- One-third of the total reimbursement;
Spanish Fork City	- One-third of the total reimbursement; and
UTA	- One-third of the total reimbursement (net of previously documented in-kind labor expenditures).

The parties shall deliver their respective shares of the federal reimbursement to UDOT within 30 days after the time the parties mutually agree to terminate the Project.

SHARP/TINTIC RR CONNECTION PROJECT INTERLOCAL AGREEMENT

SPRINGVILLE CITY

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Federal ID No.

3. Any overages that are related directly to the cost of the project are the responsibility of UTA and the Local Jurisdictions. The responsibility for overages shall be distributed as follows:

Springville City	- One-third of the total overages;
Spanish Fork City	- One-third of the total overages;
UTA	- One-third of the total overages; and

UTA shall immediately notify the Local Jurisdictions at any time when it becomes apparent that the federal funds will not be sufficient to fund the Project as intended. UTA and the Local Jurisdictions shall coordinate on cost savings strategies necessary to mitigate the risk and magnitude of the anticipated overage (or identify additional funding for such overages) and agree upon the manner and method pursuant to which UTA and the Local Jurisdictions shall pay their respective overage commitments. Each such party shall pay its respective overage commitment as agreed.

To the extent that there are remaining local funds available at the completion of the project, then UTA shall return the proportionate percentage of such local funds to the Local Jurisdictions.

4. In the event there are proposed changes in the provisions covered by this Agreement, a modification to this Agreement approved in writing by all parties is required to place them into effect.
5. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure to delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.
6. Each party represents that it has the authority to enter into this Agreement.
7. If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.

SHARP/TINTIC RR CONNECTION PROJECT INTERLOCAL AGREEMENT

SPRINGVILLE CITY

Federal ID No.

SPANISH FORK CITY

Federal ID No.

UTAH TRANSIT AUTHORITY

Federal ID No.

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

ATTEST:

SPRINGVILLE CITY

Municipal Corporation in the State of Utah

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

(IMPRESS SEAL)

ATTEST:

SPANISH FORK CITY

Municipal Corporation of the State of Utah

By: Kent R. Clark
Title: City Recorder
Date: 3-5-19

By: [Signature]
Title: Mayor
Date: 3-5-19

(IMPRESS SEAL)



SHARP/TINTIC RR CONNECTION PROJECT INTERLOCAL AGREEMENT

SPRINGVILLE CITY

Federal ID No.

SPANISH FORK CITY

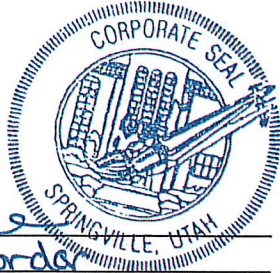
Federal ID No.

UTAH TRANSIT AUTHORITY

Federal ID No.

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

ATTEST:



By: [Signature]
Title: City Recorder
Date: 03-19-2019

SPRINGVILLE CITY

Municipal Corporation in the State of Utah

By: [Signature]
Title: Mayor
Date: 03-19-2019

(IMPRESS SEAL)

ATTEST:

SPANISH FORK CITY

Municipal Corporation of the State of Utah

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

(IMPRESS SEAL)

SHARP/TINTIC RR CONNECTION PROJECT INTERLOCAL AGREEMENT

SPRINGVILLE CITY

Federal ID No.

SPANISH FORK CITY

Federal ID No.

UTAH TRANSIT AUTHORITY

Federal ID No.

ATTEST:

UTAH TRANSIT AUTHORITY

By: _____
Title: _____
Date: _____

By: W. STEVE MEYER
Title: INTERIM EXECUTIVE DIRECTOR
Date: 3/25/19

(IMPRESS SEAL)

By: Eddy Cummins
Name: Eddy Cummins
Title: Chief operating officer
Date: 3/22/2019

Approved As To Form
R. B. Bilman
UTA Legal Counsel

SPRINGVILLE CITY
SPANISH FORK CITY
UTAH TRANSIT AUTHORITY
UTAH DEPARTMENT OF TRANSPORTATION
UTA Contract No. 19-03058

SHARP/TINTIC RR CONNECTION PROJECT
SECOND COOPERATIVE AGREEMENT

THIS SECOND COOPERATIVE AGREEMENT (“Agreement”) is made and entered into this 20th day of May, 2019, by and between the **UTAH TRANSIT AUTHORITY**, a large transit district organized pursuant to the laws of the State of Utah (hereinafter referred to as “**UTA**”); **SPRINGVILLE CITY**, a municipal corporation in the State of Utah, and **SPANISH FORK CITY**, a municipal corporation in the State of Utah, and the **UTAH DEPARTMENT OF TRANSPORTATION**, an agency of the State of Utah (hereinafter referred to as “**UDOT**”). When referring to the municipal corporations together, they are hereinafter referred to as the “**LOCAL JURISDICTIONS.**”

RECITALS:

WHEREAS, Springville City secured a total of \$5,594,344 in federal aid funds for the design and construction of a project to (in pertinent part) connect the Sharp Subdivision of the Union Pacific Railroad Company to the Tintic Industrial Lead (the “Project”);

WHEREAS, the federal funds secured for the Project include \$4,874,344 of federal Congestion Management, Air Quality funds (the “CM/AQ Funds”), which require a local match contribution equal to 6.77% of the grant amount totaling \$353,956;

WHEREAS, the federal funds secured for the Project include an additional \$720,000 in funds to be awarded under the Railway Highway Crossings Program (the “R/H HZ ELM90 Funds”), which require a local match contribution equal to 10% of the grant amount totaling \$72,000;

WHEREAS, the parties desire UTA to administer the CM/AQ Funds and the R/H HZ ELM90 Funds pursuant to a federal aid agreement;

WHEREAS, Springville City has requested that UTA (who has an ownership interest in both railroad corridors included in the Project and an operational interest in the connection) assume the obligations of “grantee” for the CM/AQ and Railway Highway Crossings Program grants;

WHEREAS, the Local Jurisdictions all have an interest in seeing that the Project is completed and have agreed to share in the obligations UTA will assume as grantee; and

WHEREAS, the Local Jurisdictions and UTA previously entered into a Cooperative Agreement dated March 25, 2019 that no longer reflects the desires of the parties with respect to the Project;

SPRINGVILLE CITY
SPANISH FORK CITY
UTAH TRANSIT AUTHORITY
UTAH DEPARTMENT OF TRANSPORTATION
UTA Contract No. 19-03058

NOW THEREFORE, it is agreed by and between the parties as follows:

AGREEMENT

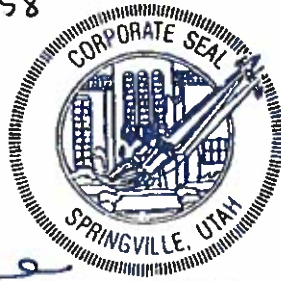
1. CM/AQ Local Match. The parties shall be responsible to contribute 6.77% to match the federal CM/AQ Funds, which totals \$353,956 in local funds. This will be paid by a combination of contributions from the Local Jurisdictions, UTA, and UDOT. The Local Jurisdictions shall each pay \$117,985 and shall each deliver their respective shares of the local match to UTA no later than July 15, 2019. UTA will also contribute \$117,985 to the Project. Some of UTA's contribution may be in cash and some may be in in-kind services to complete the environmental documentation and to perform project management. UDOT will contribute \$110,000 to the Project. If the amount of the overall CM/AQ Local Match increases, UDOT's participation in the CM/AQ Local Match will be limited to \$110,000. UDOT shall deliver its contribution to UTA no later than July 15, 2019. These contributions will provide sufficient local match for the CM/AQ grant requirements.
2. R/H HZ ELM90 Local Match. UDOT shall be responsible to contribute 10% to match the federal R/H HZ ELM90 Funds, which totals \$72,000 in local funds. This shall be in addition to the \$110,000 contribution noted above. UDOT shall deliver the local match to UTA no later than July 15, 2019. UTA shall apply the funds to the R/H HZ ELM90 local match requirements.
3. Project Oversight. UTA shall provide Project oversight and shall coordinate the management of the Project with UDOT and the Local Jurisdictions.
4. Reimbursement Following Termination. In the event that funds are expended on the Project and the Project is subsequently terminated, UTA and the Local Jurisdictions will be required to reimburse all federal funds previously expended. The responsibility for reimbursing the federal funds shall be divided equally among these parties. The parties shall deliver their respective shares of the federal reimbursement to UTA within 30 days after the time the parties mutually agree to terminate the Project.
5. Project Overages. Any overages that are related directly to the cost of the project are the responsibility of UTA and the Local Jurisdictions, which shall each be responsible for one-third of the total overage. UTA shall immediately notify the Local Jurisdictions at any time when it becomes apparent that the federal funds will not be sufficient to fund the Project as intended. UTA and the Local Jurisdictions shall coordinate on cost savings strategies necessary to mitigate the risk and magnitude of the anticipated overage (or identify additional funding for such overages) and agree upon the manner and method pursuant to which UTA and the Local Jurisdictions shall pay their respective overage commitments. Each such party shall pay its respective overage commitment as agreed.

SPRINGVILLE CITY
SPANISH FORK CITY
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UTA Contract No. 19-03058

6. Allocation of Excess Funds. To the extent that there are remaining local funds available at the completion of the project, then UTA shall return the proportionate percentage of such local funds to the Local Jurisdictions.
7. Cooperation Agreement Dated March 25, 2019. The Cooperation Agreement dated March 25, 2019 between UTA and the Local Jurisdiction is hereby null and void.
8. Amendment. In the event there are proposed changes in the provisions covered by this Agreement, a modification to this Agreement approved in writing by all parties is required to place them into effect.
9. No Waiver. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure to delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.
10. Authority. Each party represents that it has the authority to enter into this Agreement.
11. Severability. If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
12. Indemnification. The Parties are covered under the provisions of the Utah Governmental Immunity Act as set forth in Utah Code Section 63G-7-101, et seq, and the limits of liability therein described. None of the parties waive any legal defenses or benefits available to them under applicable law, and they agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

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

SPRINGVILLE CITY
SPANISH FORK CITY
UTAH TRANSIT AUTHORITY
UTAH DEPARTMENT OF TRANSPORTATION
UTA Contract No. 19-03058



ATTEST:

By: K. Cune
Title: City Recorder
Date: May 07, 2019

SPRINGVILLE CITY
Municipal Corporation in the State of Utah

By: Richard R. Child
Title: Mayor
Date: May 07, 2019

(IMPRESS SEAL)

SPRINGVILLE CITY
SPANISH FORK CITY
UTAH TRANSIT AUTHORITY
UTAH DEPARTMENT OF TRANSPORTATION
UTA Contract No. 19-03058

ATTEST:

SPANISH FORK CITY
Municipal Corporation of the State of Utah


By: Kent R. Clark
Title: City Recorder
Date: 5-8-19

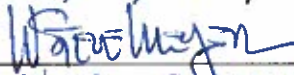
By: Steve Lyg
Title: Mayor
Date: 5-8-19



SPRINGVILLE CITY
SPANISH FORK CITY
UTAH TRANSIT AUTHORITY
UTAH DEPARTMENT OF TRANSPORTATION
UTA Contract No. 19-03058

UTAH TRANSIT AUTHORITY

By: 
Title: Chief Operating Officer
Date: 5/15/2019

By: 
Title: INTERIM EXECUTIVE DIRECTOR
Date: 5/20/19

Approved as to form:

Compliance Officer

**SPRINGVILLE CITY
SPANISH FORK CITY
UTAH TRANSIT AUTHORITY
UTAH DEPARTMENT OF TRANSPORTATION**
UTA Contract No. 19-03058

UTAH DEPARTMENT OF TRANSPORTATION

Rob Clayton

By: Rob Clayton
Title: Region 3 Director
Date: May 15, 2019

Approved as to form:

Renee Spooner

Renee Spooner

UDOT Legal Counsel

May 11, 2019

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING THE EXECUTION OF A FEDERAL AID GRANT
AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION TO
PROVIDE FUNDING FOR THE SPRINGVILLE SHARP/TINTIC RAILROAD
CONNECTION PROJECT**

R2018-10-08

October 25, 2018

WHEREAS, 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; and

WHEREAS, the Authority's Board of Trustees ("Board") passed Resolution R2018-05-09 on May 23, 2018 Granting Contract and Expenditure Authority ("Resolution"); and

WHEREAS, the Resolution requires the Board to approve contracts with a value of \$1,000,000 or more after review and recommendation for approval from the appropriate Board committee; and

WHEREAS, the Authority has received a request from the Utah Department of Transportation ("UDOT"), Springville City and Spanish Fork City (collectively the "Stakeholders") to be the lead with respect to a project to construct new rail improvements and to realign existing rail improvements (the "Project") so as to connect the Authority's Sharp Subdivision Rail Corridor and Tintic Industrial Lead Rail Corridor; and

WHEREAS, the Project will: (i) enhance safety by eliminating several existing at-grade rail crossings on the Tintic Industrial Lead; and (ii) facilitate a future southern expansion of the FrontRunner commuter rail system; and

WHEREAS, as part of the Project, UDOT and the Authority will enter into a federal aid grant agreement in the form attached as Exhibit A; and

WHEREAS, pursuant to the federal aid grant agreement, the Authority will receive up to \$5,151,222 in federal grant funds to be applied toward the Project.

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

1. That the Board hereby authorizes the Executive Director to execute the federal aid grant agreement in substantially the same the form as that attached as Exhibit A.

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 25th day of October, 2018.



Greg Bell, Chair
Board of Trustees



Robert K. Biles, Secretary/Treasurer

Approved As To Form:



Legal Counsel

Exhibit A



**State of Utah
Department of Transportation**

Federal Aid Agreement for Local Agency Project CFDA No. 20.205 Highway Planning and Construction	Utah Transit Authority - Mary Deloretto	Maximum Project Value Authorized \$5,553,000
PIN Number 14988 FINET Number 54863 FMIS Number F012378	Project Number F-LC49(169) PIN Description Springville Sharp/Tintic RR Connection	Agreement Number (Assigned By Comptrollers)
		Date Executed

This Agreement is entered into this _____ by and between the Utah Department of Transportation ("UDOT") and Utah Transit Authority "Local Agency", a political subdivision(s) of the State of Utah.

The (City/County) has a project that will receive financing from federal-aid highway funds. The Project consists of Springville Sharp/Tintic RR Connection, located at Utah Transit Authority and identified as project number F-LC49(169);

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the City/County to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

State Wide Transportation Improvement Program STIP 2019 - 2022

Fund*	Prior	2019	2020	2021	2022	Total	Fed Aid	State	Other	Pct
CMAQ MAG	\$0	\$242,398	\$4,188,824	\$0	\$0	\$4,431,222	\$4,431,222	\$0	\$0	.00%
CMAQ PM2.5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
LOCAL GOVT	\$0	\$16,483	\$284,851	\$0	\$0	\$301,334	\$0	\$0	\$301,334	100.00%
R/H HZ EL90S	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
R/H HZ ELM90	\$0	\$270,000	\$450,000	\$0	\$0	\$720,000	\$720,000	\$0	\$0	.00%
STP URB P/O	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
ST MATCH	\$0	\$31,118	\$69,326	\$0	\$0	\$100,445	\$0	\$100,445	\$0	.00%
Total:	\$0	\$559,999	\$4,993,001	\$0	\$0	\$5,553,000	\$5,151,222	\$100,445	\$301,334	5.43%

AGREEMENT

Now, therefore, the parties agree as follows:

I. Description of the Project.

II. UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:

- A. Oversee compliance with federal and state regulations.
- B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
- C. Assign a UDOT Project Manager to:
 - 1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
 - 2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - 3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
 - 4. Prepare and process the federal aid agreement before project initiation.
 - 5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
 - 6. Assist the local agency to process and approve Consultant Pay Requests.
 - 7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
 - 8. Coordinate to ensure ongoing communication with the local project sponsor.
 - 9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
 - 10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
 - 11. Coordinate betterment items and finalize agreements prior to construction advertising.
 - 12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
 - 13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
 - 14. Coordinate the UDOT project closeout process.

III. Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

A. The Local Agency shall assign a representative to serve as the Local Project Manager to:

- 1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
- 2. Coordinate with the UDOT Project Manager concerning the funding.
- 3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
- 4. Manage the day-to-day activities of the Project as follows:
 - a. Consultant and professional services used on the Project.
 - b. The Local Agency shall recommend and approve consultant pay requests.
 - c. Project scope, schedule, budget, and quality.
 - d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
 - e. Coordination with the assigned UDOT Project Manager.
 - f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - g. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.
 - h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
 - i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):

- 1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
 - 2) Participate as the active lead in project team meetings as well as all field and plan reviews.
 - 3) Ensure NEPA Environmental clearances and approvals are obtained.
 - 4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
 - 5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
 - 6) Ensure construction standards and specifications are met.
 - 7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.
- j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
 - k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
 - l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
 - m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
 - n. Approve the final advertising package and obtain local signature approval advertisement.
 - o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
 - p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
 - q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
 - r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
 - s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
 - t. Assist to provide all documentation needed for construction project close out including Buy America certification.
 - u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

IV. Funding. Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition the Local Agency agrees to pay 100% of the overruns that exceed \$5,553,000 and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

Flexible match (soft match) will only be utilized on this project if the flexible match is approved by the UDOT Local Government Programs Engineer and the flexible match is included in this agreement prior to execution. Flexible match will not be added to the project after this agreement has been executed.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to Mary Deloretto at MDELORETTO@RIDEUTA.COM, the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

V. Local Agency's Reimbursement Claims. The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. The Local Agency shall certify to UDOT that it has conformed to all the requirements of applicable state and federal law, Consultant Services Manual of Instruction, Local Public Agency Guide, and all the provisions of the contract, as a condition of and prior to receiving payment under the contract.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203 <http://www.gpoaccess.gov/cfr/retrieve.html>.

VI. Federal Aid Project Compliance. Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

VII. Project Authorization for Federal Aid. The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the FMIS Close Out End Date will not be eligible for Federal reimbursement and the Local Agency will be required to pay 100% of those costs. This end date can be found on the UDOT website at the following link: [Local Government Close Out Dates](#). FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

VIII. Indemnity clause. UDOT and Local Agency are both governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, and costs, including attorney's fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Act. The obligation to indemnify is limited to the dollars amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

IX. Single Audit Act. The Local Agency, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A sub-recipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200. Upon conclusion of the 2 CFR 200 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

X. Maintenance. The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

XI. Utilities. The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

XII. Availability of Records. For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

XIII. Right of Way. The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual, including the procurement process for contracting with consultants. The Local Agency shall use the right of way module in ePM for acquisitions. The Local Agency shall utilize UDOT's contracting processes to hire consultants to provide Right of Way services. This requirement includes selection methods, consultants being on the approved pool, and the contracts going through UDOT Consultant Services. Noncompliance with these requirements may result in UDOT withholding federal funds. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of-way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: <http://www.udot.utah.gov/main/f?p=100:pg:::1:T,V,808,34728>.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property

acquired with Federal assistance be used for Title 23 eligible projects. Refer to <http://www.gpoaccess.gov/cfr/retrieve.html> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

XIV. Change in Scope and Schedule. Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e. MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

XV. UDOT Service Costs. UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

XVI. Additional Contracting Party. If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

XVII. Termination. This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

XVIII. Miscellaneous.

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

XIX. Content Review

Language content was reviewed and approved by the Utah AG's office on August 16, 2018.

LOCAL AGENCY

By _____

Date _____
Utah Transit Authority Official

Utah Department of Transportation

By _____
Region Director

Date _____

UDOT Comptroller

By _____
Comptroller's Office

Date _____

Approved As To Form



UTA Legal Counsel



**Consultant Services
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES**

TODAY'S DATE 10/10/2018
PM REQUEST DATE 10/10/2018

**FEDERAL AID
AGREEMENT NO.**

Project No.: F-LC49(169)

PIN No.: 14988

PIN Description: Springville Sharp/Tintic RR Connection

FINET Prog Code No.: 54863

UDOT Project Manager	UDOT Contract Administrator
Darren Bunker 658 North 1500 West Orem, UT 84057 (385)228-5271 dbunker@utah.gov	Michael R. Butler (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)965-4419 michaelbutler@utah.gov

Local Government
Utah Transit Authority 4850 S BOXELDER Murray, UT 84107 Mary Deloretto, (801) 915-5438 MDELORETTO@RIDEUTA.COM

Project Value	\$5,553,000
Federal Match	\$5,151,222
Local Government Match	\$301,334
State Match	\$100,445

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: January 15, 2019

SUBJECT:	R2020-01-02 Resolution Authorizing Issuance of a Notice to Proceed under a Construction CM/GC Contract for TIGER First/Last Mile Connection Program of Projects for 2020
AGENDA ITEM TYPE:	Resolution
RECOMMENDATION:	Approve Resolution R2020-01-02 of the Board of Trustees of the Utah Transit Authority authorizing the Executive Director to execute construction amendments under the Construction Manager/General Contractor Contract (CM/GC) for TIGER First/Last Mile Connection program of projects for 2020.
BACKGROUND:	Resolution R2019-08-03 was approved by the Board of Trustees of the Utah Transit Authority (UTA) to provide the Executive Director the authority to execute Phase 2 Construction Services Amendments under the Construction Manager/General Contractor Contract for First/Last Mile Connection program of projects during the 2019 calendar year for the Projects identified therein on 08/07/19. Similarly, this current Resolution is to provide the Executive Director the authority to execute Phase 2 Construction Services Amendments under the Construction Manager/General Contractor Contract for First/Last Mile Connection program of projects during the 2020 calendar year for the Projects identified in Exhibit A.
DISCUSSION:	<p>The TIGER First Mile/Last Mile Connection Program of Projects consists of 94 separate projects. Of the 94 projects, 33 of the projects received local matching funds from the cities and counties in which the projects will be constructed and the remaining 61 projects will be funded by UTA.</p> <p>On April 11, 2018, UTA executed a Construction Manager/General Contractor (CM/GC) Agreement for Phase 1 Pre-Construction Services for the TIGER Grant First/Last Mile Connections Project with Granite Construction in the amount of \$297,390 (Contract #18-1398TP). The CM/GC Contract states that "For those projects on which UTA and Contractor agree on a scope of construction services and a lump sum construction price, UTA and Contractor may execute an amendment to this Agreement (a "Phase 2 Construction Services Amendment")". The CM/GC Agreement (Contract # 18-1398TP) will expire on December 31, 2021.</p>

	<p>To date, 12 Phase 2 Construction Services Amendments have been executed. It is anticipated that another 11 Phase 2 Construction Services Amendments will be ready to be executed in 2020. Approval of this proposed Resolution giving the Executive Director authority to execute the Phase 2 Construction Services Amendments as they are negotiated will decrease the time between final pricing negotiations and notice to proceed (NTP) for construction and will help keep the project on schedule.</p>
ALTERNATIVES:	<p>An alternative to approving this Resolution is to have each Phase 2 Construction Services Amendment approved by the UTA Board individually. It is anticipated that 11 Phase 2 Construction Services Amendments will need to be executed in the year 2020.</p>
FISCAL IMPACT:	<p>The funding for the Projects identified in Exhibit A is comprised mainly of TIGER Grant Funds (\$11,602,104) and Local Match or other Federal Funds (\$9,394,660). Project funding also includes \$64,567 in UTA Local funds and \$25,652 in UTA Prop 1 funds. All Project funding included in Exhibit A is already included in the 2020 Capital Budget.</p>
ATTACHMENTS:	<p>1) Board Resolution 2020-01-02</p>

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING ISSUANCE OF A NOTICE TO PROCEED UNDER A
CONSTRUCTION MANAGER/GENERAL CONTRACTOR CONTRACT FOR
TIGER FIRST/LAST MILE CONNECTION PROGRAM OF PROJECTS FOR 2020**

R2020-01-02

January 15, 2020

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

WHEREAS, for the past several years, the Authority has been working with cities, counties and other public stakeholders (the “Stakeholders”) on a jointly planned program of capital projects that will facilitate access and improve connections to the Authority’s public transit system (collectively the “Projects”); and

WHEREAS, the Authority has: (i) obtained a grant of federal assistance (the “TIGER Grant”) for these Projects; (ii) secured (or contracted to secure) local match commitments from the Stakeholders for certain Stakeholder-sponsored Projects; and (iii) budgeted Authority funds for certain Authority-sponsored Projects; and

WHEREAS, the Board of Trustees recognize that the Authority executed, on April 11, 2018, a Construction Manager/General Manager Contract Agreement (the “CM/GC Contract”) with Granite Construction Company (the “Contractor”); and

WHEREAS, the Board of Trustees enacted resolution R2019-08-03 on August 7, 2019 to provide the Executive Director with authority to execute Phase 2 Projects for the calendar year 2019; and

WHEREAS, the GM/GC Contract requires that UTA issue a Notice to Proceed before the Contractor can move Projects to Phase 2 of the TIGER Grant for the calendar year 2020; and

WHEREAS, the Board of Trustees understands and recognizes that a number of the first and last mile projects, a list of which is attached as Exhibit A, are ready to proceed to Phase 2 of the Program; and

WHEREAS, the Authority’s Board of Trustees desires to provide the Executive Director with the authority to approve notices to proceed for Phase 2 projects during the 2020 calendar year consistent with the overall TIGER Grant Construction Budget; and

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

1. That the Board of Trustees hereby authorizes the Executive Director, under the terms of the CM/GC Contract, to execute Phase 2 Construction Services Amendments for the projects listed in Exhibit A as first and last mile projects under the terms of Phase 2 of the Program for the calendar year 2020.
2. That the cumulative amount obligated under any Phase 2 Amendments executed pursuant to such authority shall not exceed the TIGER Grant Construction Budget.
3. That any Phase 2 Amendment that would cause the Authority to exceed the TIGER Grant Construction Budget shall require additional approval of the Board.
4. That any Phase 2 Amendment for a Stakeholder-sponsored Project shall not include a lump sum price exceeding the sum of: (i) the TIGER Grant funds that have been budgeted for such project; and (ii) the total local match commitment provided by or on behalf of the applicable Stakeholder.
5. That all Phase 2 Amendments must be presented to the Board as informational items by the Executive Director.

Approved and adopted this 15th day of January 2020.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

Legal Counsel

Exhibit A

**Contract 18-2398TP Construction Manager/General Contractor Agreement
TIGER Grant First/Last Mile-Contract (MSP205)
Granite Construction
2018-2019 and 2020 Budgets**

April 2018-December 2019

Amend No.	Scope (Project ID)	Project Budget/Funding Sources					Contract Amount	Effective Date
		Project Budget	TIGER Grant	Local Match	UTA-Local	UTA-Prop 1		
N/A	Pre-Construction Services (All Projects)		Varies-See Individual Project Budgets				\$297,390.00	04/11/18
1	Ogden Grant Ave (OG_BKL_4)	\$3,821,900.00	\$2,644,525.00	\$373,270.00		\$804,105.00	\$3,752,910.56	07/27/18
2	Farmington Swk & ADA Ramps (FAR_ADA_1; FAR_SWK 4, FAR_SWK 7; FAR_CWI_3)	\$1,146,768.00	\$911,713.00	\$175,410.00		\$59,645.00	\$978,675.00	09/27/18
3	Bountiful ADA Ramps (BOU_ADA_1)	\$419,143.00	\$204,746.00	\$51,186.00		\$163,211.00	\$369,916.00	10/11/18
4	Parley's Trail (SSL_MUP_2)	\$673,925.60	\$492,398.00	\$181,527.60			\$519,440.00	10/30/18
5	SOJ_HER_DRA Bike Lanes (SOJ_BKL_2; SOJ_BKL_4; SOJ_BKL_5; SOJ_BKL_6; SOJ_BKL_7; HER_BKL_8; DRA_BKL_5)	\$157,252.00	\$74,146.00	\$70,461.00	\$12,646.00		\$126,750.00	11/20/18
6	Summit County Bike Shares (SUCo_BKS_1)	\$860,437.00	\$688,350.00	\$172,087.00			\$687,626.00	04/11/19
7	Tooele Bike Lanes (TOCo_BKL_1; TOCo_BKL_2)	\$459,787.00	\$313,285.00			\$146,501.00	\$360,023.19	05/01/19
8	Midvale Crosswalk Improvement (MID_CWI_1)	\$573,278.00	\$158,622.00	\$414,656.00			\$411,379.98	06/05/19
9	GREENbike Expansion (SLC_BKS_1)	\$873,473.00	\$680,453.00	\$193,020.00			\$708,615.59	08/02/19
10	Farmington Projects (FAR_BKL_1, FAR_SWK_3, FAR_CWI_1,	\$201,590.00	\$52,286.00	\$149,304.00			\$181,393.04	08/02/19
11	Sandy Multi-Use Path-East Jordan Canal RCB (SAN_MUP_1)	\$3,721,726.00	\$2,177,381.00	\$1,544,345.00			\$859,497.70	10/23/19
12	Sandy Multi-Use Path (SAN_MUP_1)						\$1,935,402.22	12/31/19
TOTALS		\$12,909,279.60	\$8,397,905.00	\$3,325,266.60	\$12,646.00	\$1,173,462.00	\$11,189,019.28	

January 2020-December 2020

Amend No.	Scope (Project ID)	Project Budget/Funding Sources					Anticipated Contract Amount
		Project Budget	TIGER Grant	Local Match/ Other Fed Funding	UTA-Local	UTA-Prop 1	
13	Millcreek Sidewalk (MIL_SWK_1)	\$564,672.18	\$315,769.00	\$248,903.18			\$480,506.05
14	West Jordan Railroad Crossing (WEJ_RRX_2)	\$156,499.00	\$79,899.00	\$67,000.00	\$9,600.00		\$120,783.00
15	Lehi Overhead Pedestrian Bridge (LEH_OP_1)	\$5,282,740.00	\$3,254,389.00	\$2,028,351.00			\$4,396,019.00
16	UTA Wayfinding	\$90,139.00	\$72,049.00	\$600.00	\$15,247.00	\$2,242.00	\$81,125.10
17	UTA Bike Parking	\$158,900.00	\$127,146.00		\$25,563.00	\$6,191.00	\$143,010.00
18	UTA Bus Stop Improvements	\$116,976.00	\$93,581.00		\$6,975.00	\$16,420.00	\$105,278.40
19	UTA Bike Repair Stands	\$39,939.00	\$31,960.00		\$7,182.00	\$799.00	\$35,945.10
20	Salt Lake City Folsom Trail (SLC_MUP_1)	\$2,413,958.00	\$1,931,166.00	\$482,792.00			\$1,927,782.42
21	Salt Lake City 300 N Overhead Pedestrian Bridge (SLC_OP_1)	\$6,204,047.00	\$1,634,797.00	\$4,569,250.00			\$5,145,526.00
22	Provo Overhead Pedestrian Bridge (PRO_OP_1)	\$4,337,804.00	\$2,684,302.00	\$1,653,502.00			\$3,409,599.68
23	West Valley Bike Lanes (WVC_BKL_5)	\$1,721,308.00	\$1,377,046.00	\$344,262.00			\$1,395,597.95
TOTALS		\$21,086,982.18	\$11,602,104.00	\$9,394,660.18	\$64,567.00	\$25,652.00	\$17,241,172.70



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: January 15, 2020

SUBJECT:	GREENbike Sponsorship Agreement (GREENbike Salt Lake City Bike Share)
AGENDA ITEM TYPE:	Expense Contract/Sponsorship Agreement
RECOMMENDATION:	Authorize the Executive Director to execute the 5-year Sponsorship Agreement with GREENbike in the amount of \$375,000.
BACKGROUND:	<p>As part of UTA’s legislative charter, UTA looks for strategic partnerships that increase access to transit. GREENbike is a non-profit organization with goals that align with the agency’s charter by providing riders first and last mile transportation solutions.</p> <p>UTA and GREENbike entered into a Strategic Partnership Agreement on November 30, 2012 in which UTA contributed \$50,000 and became a “founding strategic partner” and UTA committed to “make the expansion and success of the SLC Bike Share program an organizational priority. Since 2012 UTA has continued to partner with GREENbike through special promotions and sponsorships.</p>
DISCUSSION:	<p>The proposed sponsorship agreement is a 5-year agreement that outlines the following parameters.</p> <p><u>UTA agrees to provide:</u></p> <ul style="list-style-type: none">A. An annual contribution to support three GREENbike stations in the amount of \$75,000 in cash (\$25,000 per station) on a yearly basis under this Agreement.<ul style="list-style-type: none">a. Salt Lake City Central Stationb. UTA North Temple FrontRunner Stationc. UTA Headquarters StationB. On a case-by-case basis and at the sole discretion of UTA, UTA will accommodate GREENbike in obtaining property licenses for GREENbike stations at UTA owned facilities. The actual property licenses shall be negotiated separately and are not part of this AgreementC. Assistance in promotion of GREENbike events and promotions through UTA’s social media channels at the discretion of UTA.

	<p><u>GREENbike agrees to provide to UTA:</u></p> <ul style="list-style-type: none"> A. Input into the strategic direction of GREENbike by offering to UTA one seat on the GREENbike Board of Directors to be appointed at UTA’s sole discretion. B. Annual GREENbike passes for all UTA Employees and one family member or partner each, as well as 200 passes for promotions for the cost of one dollar (\$1.00), as redeemed by UTA employees through a discount code provided by GREENbike. C. One thousand (1,000) Discounted 24-hour Passes for the cost of one penny (\$0.01) as redeemed by UTA Employees through a discount code provided by GREENbike for friends, family, guests and promotions. D. Continued coordination with UTA in siting additional future GREENbike stations to serve transit riders with a First / Last Mile Connection. E. Data and information consisting of the following: <ul style="list-style-type: none"> i. Number of Checkouts and Check ins at all sponsored stations, reported annually ii. Number of UTA employee Annual pass discount codes redeemed, reported annually iii. Number of rides taken by UTA employee annual pass holders, reported annually iv. Any survey data conducted by GREENbike related to transit use or the relationship between GREENbike and transit
ALTERNATIVES:	Deny the approval. UTA may elect to purchase passes for 2900 employees, one family member, 200 promotional passes at \$35 per pass (office rate) and the 1000 24-hour passes at \$7.
FISCAL IMPACT:	<ul style="list-style-type: none"> • The annual contribution was approved in the 2019 Planning Budget • The annual contribution was approved in the 2020 Communications and Marketing Office Sponsorship Budget
ATTACHMENTS:	1) Contract

UTA CONTRACT 19-3214BM
SPONSORSHIP AGREEMENT

Between

Utah Transit Authority

And

GREENbike SLC Bike Share

This SPONSORSHIP AGREEMENT (“Agreement”) is made and entered into as of the latest signature date below, by and between the Utah Transit Authority (“UTA”), a Utah Large Public Transit District, and GREENbike SLC Bike Share (“GREENbike”), a Utah Not for Profit Corporation, collectively, the “Parties” and individually, a “Party”.

WHEREAS, GREENbike is organized as a Not for Profit Corporation in order to promote the use of public transit; and

WHEREAS, the purpose and goals of GREENbike are in alignment with UTA’s legislative charter to increase access to and use of public transit resources;

WHEREAS, the GREENbike enterprise is of particular benefit to UTA and its riders with respect to resolving first and last mile transportation gaps;

WHEREAS, UTA AND GREENbike entered into a Strategic Partnership Agreement on November 30, 2012 in which UTA contributed \$50,000 and became a “founding strategic partner” and UTA committed to “make the expansion and success of the SLC Bike Share program an organizational priority”, and

WHEREAS, in furtherance of its strategic partnership commitment, UTA has provided sponsorship funds in cash or other capital contributions to GREENbike each year since 2012 and desires to continue providing sponsorship funds in an amount to be determined by UTA on a yearly basis;

Now therefore, the parties agree as follows:

1. **UTA OBLIGATIONS:**

UTA agrees to provide to GREENbike:

- A. An annual sponsorship contribution to support three GREENbike stations in the amount of \$75,000 in cash (\$25,000 per station) on a yearly basis under this Agreement. This obligation shall be accounted for on a calendar year basis. GREENbike shall submit a request for payment no later than November 1st for

the subsequent calendar year. Additional sponsorship or partnerships between UTA and GREENbike will be subject to, and not limited by this Agreement.

- i. Each request for payment shall contain sufficient supporting information to adequately support the requested sponsorship amount. This supporting documentation shall include a detailed breakdown of the expenditure of the prior year's sponsorship award. A request made by GREENbike with inadequate supporting information may be rejected by UTA.
- ii. UTA's decision concerning the amount of sponsorship funding it will contribute is within UTA's sole discretion and not subject to dispute or appeal.

B. On a case-by-case basis and in the sole discretion of UTA, UTA will accommodate GREENbike in obtaining property licenses for GREENbike stations at UTA owned facilities. The actual property licenses shall be negotiated separately and are not part of this Agreement. .ⁱ

C. Assistance in promotion of GREENbike events and promotions through UTA's social media channels at the discretion of UTA Marketing staff.

2. **GREENbike OBLIGATIONS:**

GREENbike agrees to provide to UTA:

A. Data and information consisting of the following:

- i. Number of Checkouts and Check ins at all sponsored stations, reported annually
- ii. Number of UTA employee Annual pass discount codes redeemed, reported annually
- iii. Number of rides taken by UTA employee annual pass holders, reported annually
- iv. Any survey data conducted by GREENbike related to transit use or the relationship between GREENbike and transit

B. Input into the strategic direction of GREENbike by offering to UTA one seat on the GREENbike Board of Directors to be appointed in UTA's sole discretion

C. Annual GREENbike passes for all UTA Employees and one family member or partner each, as well as 200 passes for promotions for the cost of one dollar (\$1.00), as redeemed by UTA employees through a discount code provided by GREENbike.

D. One thousand (1,000) Discounted 24-hour Passes for the cost of one penny (\$0.01) as redeemed by UTA Employees through a discount code provided by GREENbike for friends, family, guests and promotions.

E. Continued coordination with UTA in siting additional future GREENbike stations to serve transit riders with a First / Last Mile Connection.

3. **DURATION:** This sponsorship agreement shall cover the calendar years 2019 through 2023 unless terminated before that time by either Party under the terms of Paragraph 4 below.

4. TERMINATION:

A. UTA may terminate this Agreement:

- i. upon notice that such Agreement is in violation of State or Federal laws, regulations, or other requirements, or in conflict with UTA's authority or obligations as a public transit district;
- ii. if UTA provides written notice of GREENbike's default of a material term or condition of this Agreement, which is not cured within fifteen (15) calendar days;
- iii. in the event the GREENbike transfers its interest to another entity or ceases all business operations;
- iv. if UTA notifies GREENbike of a perceived conflict of interest and such conflict cannot be resolved within thirty (30) days;
- v. for any other reason, at the discretion of UTA, with 30 days' notice.

B. GREENbike may terminate this Agreement:

- i. if GREENbike provides written notice of UTA's default of a material term or condition of this Agreement, which is not cured within fifteen (15) calendar days;
- ii. if GREENbike determines, and provides UTA written notice, that it cannot meet its obligations under this Agreement;
- iii. for any other reason, at the discretion of GREENbike, with thirty (30) days' notice.

C. Upon termination of this Agreement, except as specifically set forth in this Agreement, the Parties shall have no other obligations hereunder.

- i. Termination of this agreement shall not effect existing property licenses;
- ii. Termination of the agreement shall entitle UTA to a refund of any unobligated sponsorship funds provided to GREENbike within the preceding 12-month period;
- iii. Any unused Discounted Single Use passes would be returned to GREENbike by UTA; and
- iv. GREENbike is no longer obligated to provide the benefits or data outlined in Section 2, above.

5. **JURISDICTION, CHOICE OF LAW, AND VENUE:** Utah law governs this transaction. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of the PO and Agreement. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

6. **LAWS AND REGULATIONS:** All Goods and/or Services procured and operated with UTA sponsorship funding shall comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. GREENbike shall also comply with all applicable licensure and certification requirements.
7. **RECORDS ADMINISTRATION:** GREENbike shall maintain all records necessary to properly account for the payments made to GREENbike for costs authorized by the Agreement. GREENbike shall retain those records for at least six years after the Agreement is fully performed or terminated, or until all audits initiated within the six-year period have been completed (whichever is later). GREENbike shall allow UTA, State, and Federal auditors, and UTA agency staff, access to all the records relating to the Agreement, for audit, inspection, and monitoring of Goods and/or Services. Such access must be during normal business hours, or by appointment.
8. **CONFLICT OF INTEREST:** GREENbike represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Agreement.
9. **INDEPENDENT CONTRACTOR:** GREENbike is an independent Contractor. As such, GREENbike has no authorization, express or implied, to bind UTA to any agreements, settlements, liability or understanding whatsoever. GREENbike shall not perform any acts as agent for UTA, except as expressly set forth in the Agreement. Compensation stated in the Agreement is the total amount payable to GREENbike by UTA. Persons employed by UTA and acting under the direction of UTA will not be deemed to be employees or agents of GREENbike.
10. **INDEMNIFICATION:** GREENbike shall release, protect, defend, indemnify and hold UTA and its trustees, officers, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from the willful misconduct or the negligent acts or omissions of GREENbike, its subcontractors and suppliers, and their respective employees and agents, except to the extent caused by the negligent acts or omissions of UTA.
11. **DEFAULT:** If GREENbike: (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Agreement, UTA may, at its option either cure the default at GREENbike's expense or terminate the Agreement after first giving GREENbike fifteen (15) days written notice to cure such default. Immediately after such termination, UTA may: (i) take possession of the Goods wherever they may be located and in whatever state of completion they may be together with all drawings and other information necessary to enable UTA to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to GREENbike any amount then due under the Agreement after taking full credit for any offsets to which UTA may be entitled; (iii) agree with or employ any other party or parties to finish the Items; and (iv) collect from GREENbike any additional expense, losses or damage which UTA may suffer.

12. **PUBLIC INFORMATION:** GREENbike acknowledges that the Agreement and related materials will be public documents under the Utah Government Records Access and Management Act (GRAMA).
13. **SEVERABILITY:** If any provision of the Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
14. **WRITTEN AMENDMENTS:** The Agreement may be amended, modified, or supplemented only by written amendment to the Agreement, executed by authorized persons of the parties hereto.
15. **ASSIGNMENT:** GREENbike shall not assign, sell, or transfer any interest in the Agreement without the express written consent of UTA.
16. **FORCE MAJEURE:** Neither party to the Agreement will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.
17. **WAIVER:** Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such be direct or implied, will not be a continuing waiver of or consent to any subsequent breach of the Agreement.
18. **ENTIRE AGREEMENT:** The Agreement constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
19. **NOTICES.** Any notice associated with this Agreement shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, or by commercial overnight courier, addressed as follows:

FOR UTA:

Nichol Bourdeaux

Chief Communications Officer

Utah Transit Authority

801-237-1907 (Office)

Nbourdeaux@rideuta.com

669 W. 200 S.

Salt Lake City, UT 84101

FOR GREENbike:

This AGREEMENT is accepted and executed in its entirety on the dates specified below by persons duly authorized to bind their respective principals:

Utah Transit Authority

Name: Carolyn Gonot

Title: Executive Director

Date: _____

Signature: _____

Utah Transit Authority

Name: Nichol Bourdeaux

Title: Chief Communications and Marketing Officer

Date: _____

Signature: _____

Approved as to form and content:

Michael Bell

Assistant Attorney General/UTA Legal Counsel

Date:

GREENbike SLC Bike Share

Name: _____

Title: _____

Date: _____

Signature: _____

ⁱ Any additional Greenbike property use licenses and/or agreements are outside the scope of this Sponsorship Agreement and shall be considered on a case-by-case basis. UTA shall not unreasonable withhold its approval for such licenses and/or agreements.



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: January 15, 2020

SUBJECT:	Operator Uniforms (Skaggs Companies Inc.)
AGENDA ITEM TYPE:	Expense Contract
RECOMMENDATION:	Approve and authorize Executive Director to execute a 5-year contract with Skaggs Companies Inc. in the amount of \$1,800,000 to provide operator uniforms and associated accessories.
BACKGROUND:	Skaggs Companies Inc. is the current supplier for operator uniforms. The previous contract was for 5 years and expired on December 31, 2019. UTA submitted an RFP and received two proposals. Skaggs Companies Inc. was found most advantageous for UTA. This is a best value contract. The Contract will be from date approved through December 31, 2024. The contract includes: shirts, pants, jackets, coats, socks, belts, patches, sun glasses, and any other item the UTA Uniform Committee approves for use.
DISCUSSION:	UTA Staff is requesting approval a of 5-year contract with Skaggs Companies Inc. to provide operator uniforms and associated accessories. This contract is imperative to maintain UTA's code of approved appearance for operators. This contract helps maintain operator uniform consistency. The contract establishes firm fixed prices ensuring all operators pay the same for each item. Skaggs Companies Inc. works closely with UTA Uniform Committee and only sells approved items. The supplier will be paid by Operator P-cards which is funded in the operating budget.

CONTRACT SUMMARY:	Contractor Name: Skaggs Companies Inc.	
	Contract Number: Contract 19-03037	Existing Contract Value:
	Base Contract Effective Dates: January 1, 2020 to December 31, 2024	Extended Contract Dates: NA
	Amendment Amount: NA	New/Total Amount Contract Value: \$1,800,000
	Procurement Method: IFB	Funding Sources: Operating Budget
ALTERNATIVES:	Operators would procure uniforms from various vendors/suppliers, which would create uniform inconsistency. If UTA does not have a contact with a uniform supply company, the agency runs the risk of not having available inventory that meets UTA standards. Additionally, not having a contracted uniform supplier could lead to escalated costs.	
FISCAL IMPACT:	Funding for operator uniforms is in the 2020 operating budget.	
ATTACHMENTS:	1) Contract	



CONTRACT
19-03037AB Operator Uniforms

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

WITNESSETH:

WHEREAS, UTA solicited proposals in Request for Proposal (RFP) 19-03037AB for Operator Uniforms.

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

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

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

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

Legal Order of Precedence

The Order of Precedence for this contract is as follows:

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

PROPOSAL DECLARATIONS, OFFER, AND ACCEPTANCE FORM

A. BID DECLARATIONS

This Bid is submitted upon the following declarations:

1. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with this Bid.
2. Neither I nor, to the best of my knowledge, none of the members of my firm, corporation, or JV have given, offered, or promised to give any compensation, gratuity, contribution, loan or reward to any person administering, conducting, or making decisions regarding this procurement process.
3. Order of Precedence:
 1. UTA Contract Terms
 2. UTA Solicitation Terms
 3. UTA Project Specifications
 4. Contractor's Bid or Proposal
 5. Contractors Proposed Terms or Conditions

4. I acknowledge receipt of the following addenda to this RFP:

Addendum No. _____ Date _____ Initial _____

Addendum No. _____ Date _____ Initial _____

Addendum No. _____ Date _____ Initial _____

Addendum No. _____ Date _____ Initial _____

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

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

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

RFP 19-03037 AB

Part 5 – Forms

Declarations, Offer, and Acceptance

B. CONTRACTOR'S OFFER

By signing below, the Contractor makes a firm offer to deliver all supplies and/or perform all services or construction as set forth in the RFP (including any amendments), for the price set forth on Contractor's Bid Form. Signature must be by an officer of your company authorized to bind your company in contractual matters.

Skaggs Companies, Inc
(Contractor's Name)

Karen Pearson 10/11/19
(Signature) (Date)

3828 South Main Street
(Contractor's Address)

Karen Pearson
(Print Name)

Salt Lake City, UT 84115

801-261-4400
(Contractor's Phone Number)

Sales Representative
(Title)

KPearson@SkaggsCompanies
(Contractor's Email Address)

10/11/19
(Date)

84-1410470
(Contractor's EIN)

B. UTA'S ACCEPTANCE

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

UTA Representative / Title

UTA Representative / Title

(Date)

(Date)

Approved as to Form and Function
UTA Compliance Officer/ Date

RFP 19-0307AR

Part 5 - Forms

Declarations, Offer, and Acceptance

Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid
Accessories					
CL868-A	BELT, 1 1/2" Smooth Belt Gold Or Silver Buckles Black	30-44	12	Caborca	\$ 15.99
CL868-AX	BELT, 1 1/2" Smooth Belt Gold Or Silver Buckles Black	46-56	2	Caborca	\$ 19.99
CL868-B	BELT, 1 3/4" Smooth Belt Gold Or Silver Buckles Black	30-44	11	Caborca	\$ 15.99
CL868-BX	BELT, 1 3/4" Smooth Belt Gold Or Silver Buckles Black	46-56	1	Caborca	\$ 19.99
	BELT, 1 1/4" Smooth Belt Gold Or Silver Buckles Black	30-44		Perfect Fit	\$ 15.99
	BELT, 1 1/4" Smooth Belt Gold Or Silver Buckles Black	46-56		Perfect Fit	\$ 15.99
CL871-A	BELT, 1 1/2" Basketweave Gold Or Silver Buckles	30-44	12	Caborca	\$ 15.99
CL871-AX	BELT, 1 1/2" Basketweave Gold Or Silver Buckles	46-56	5	Caborca	\$ 19.99
CL871-B	BELT, 1 3/4" Basketweave Gold Or Silver Buckles	30-44	5	Caborca	\$ 15.99
CL871-BX	BELT, 1 3/4" Basketweave Gold Or Silver Buckles	46-56	3	Caborca	\$ 19.99
24100	COUNTER, Grantie Hand Held Counter, Tally			Granite	\$ 17.99
BOS 5860-3 BW	PUNCH HOLDER, Basketweave		11	Boston	\$ 17.99
BO 5860	PUNCH HOLDER, Horizontal		7	Boston	\$ 17.99
KRA 204-PN	PUNCH HOLDER, Leather Plain		4	Krasne	\$ 17.99
KRA 204-PN	PUNCH HOLDER, Leather Basketweave		10	Krasne	\$ 17.99
STR 66318	FLASHLIGHT, Microstream light with clip		1	Streamlight	\$ 18.99
STR 65018	FLASHLIGHT, Streamlight Stylus Penlight		1	Streamlight	\$ 15.99
STR 66118	FLASHLIGHT, Stylus LED Pro Penlight		2	Streamlight	\$ 22.99

Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid
STR 71500	FLASHLIGHT,Streamlight JR Lux LED		3	Streamlight	\$ 36.99
YAKPB	YAKTRAX, Pro traction Cleats for snow and ice Men and Women Sizes	5-15		Yaktrax	\$ 22.99
DA D22	GLOVES, Unlined Driving Glove	XS-3XL	6	Damascus	\$ 16.99
DA D22S	GLOVES, Driving Glove No Fingers	XS-2XL	18	Damascus	\$ 11.99
BR607	GLOVES, Hatch Bike Glove Mesh Black Padded	S-2XL	9	Hatch	\$ 11.99
CTS5100	GLOVES, Touchscreen winter glove	XXS-XXL		HWI	\$ 37.99
ADV P-430	GLOVES, Neoprene Unlined gloves, no Slip toughtek fingertips	XS-2XI		Advanced	\$ 18.99
FRT 150001-19	GLOVES, Men's Tactical Goatskin Palm, Touchscreen Fingertips, snagproof, lightweight	S-2XL	6	First Tactical	\$ 28.99
FRT 150002-19	GLOVES, Women's Tactical Goatskin Palm, Touchscreen Fingertips, snagproof, lightweight	S-L	3	First Tactical	\$ 28.99

DISCOUNT OFF ITEMS

Previously ordered Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Discount %
	SHOES, Black and Polishable, Give a % off discount	ALL	30		10%
	BOOTS, Black and Polishable, Give a % off discount	ALL	35		10%
	SUNGLASSES, Any Give a % off Discount	ALL	31		10%
	SOCKS, White Men and Women high and ankle Any size Give a % discount	ALL/ packs	100		10%
	Backpacks Any style carried	ALL	50		10%
BG513	Cooler Lunch bags	ALL	40		10%
	Hats, All styles Give a % off discount	ALL	5		10%
	Alterations, Give a % off discount	ALL	22		10%

Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid
Winterware					
Previously ordered Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid
SAN J304	JACKET, Men's All Season waterproof Red, Royal, Black, Navy	XS-XL	9	Port Authority	\$ 54.99
SAN J304	JACKET, Men's All Season waterproof Red, Royal, Black, Navy	2XL-4XL	2	Port Authority	\$ 59.99
SAN L304	JACKET, Women's All Season waterproof Red, Royal, Black, Navy, White	XS-XL	3	Port Authority	\$ 54.99
SAN L304	JACKET, Women's All Season waterproof Red, Royal, Black, Navy, White	2XL-4XL	2	Port Authority	\$ 59.99
TMT 2100	JACKET, Meridian windproof, water resistant heavy weight	S-2XL	5	Tri Mountain	\$ 38.99
TMT 2100	JACKET, Meridian windproof, water resistant heavy weight	3XL-4XL	3	Tri Mountain	\$ 43.99
TMT 2100	JACKET, Meridian windproof, water resistant heavy weight	5XL-6XL	4	Tri Mountain	\$ 49.99
TMT 2100	JACKET, Meridian windproof, water resistant heavy weight	Tall Sizes		TRI Mountain	\$38.99-59.99
J321	JACKET, Men's 3 in 1 colorblock with shell. Blk, magnet grey, admiral blue, red	S-XL	22	Port Authority	\$ 71.99
J321	JACKET, Men's 3 in 1 colorblock with shell. Blk, magnet grey, admiral blue, red	2XL-4XL	16	Port Authority	\$ 79.99
FEC 59130WP	JACKET, Men's waterproof 2-way Zip Black, Navy	S-XL	1	Fechheimer	\$ 134.99
FEC 59130WP	JACKET, Men's waterproof 2-way Zip Black, Navy	2XL-3XL		Fechheimer	\$ 139.99
FEC 59130WP	JACKET, Men's waterproof 2-way Zip Black, Navy	4XL-5XL		Fechheimer	\$ 154.99
BLA 4670-65	JACKET, Unsex reflective lightweight fleece lined, Royal/Black , Red/Black	XS-3XL	12	Blauer	\$ 119.99
BLA 4670-65	JACKET, Unsex reflective lightweight fleece lined, Royal/Black , Red/Black	4XL-5XL	2	Blauer	\$ 210.99
RYL 48017	JACKET, Unsex Tactical 5-1 Black, Navy	S-2XL		5.11	\$ 189.99
RYL 48017	JACKET, Unsex Tactical 5-1 Black, Navy	3XL-4XL		5.11	\$ 215.99

Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid
L217	JACKET, Women's Fleece Zip Red, Royal, Blk, Navy	XS-2XL	2	Port Authority	\$ 21.99
L217	JACKET, Women's Fleece Zip Red, Royal, Blk, Navy	3XL-4XL	1	Port Authority	\$ 25.99
F217	JACKET, Men's Fleece Zip Red, Royal, Blk, Navy	S-2XL	5	Port Authority	\$ 21.99
F217	JACKET, Men's Fleece Zip Red, Royal, Blk, Navy	3XL-4XL	1	Port Authority	\$ 25.99
F217	JACKET, Men's Fleece Zip Red, Royal, Blk, Navy	5XL-6XL		Port Authority	\$ 29.99
F219	VEST, Unisex Fleece Vest front zipper Red, Royal, Black, Navy	S-XL	4	Port Authority	\$ 17.99
F219	VEST, Unisex Fleece Vest front zipper Red, Royal, Black, Navy	2XL-4XL	3	Port Authority	\$ 22.99
F219	VEST, Unisex Fleece Vest front zipper Red, Royal, Black, Navy	5XL-6XL	2	Port Authority	\$ 27.99
J7490	VEST, Unisex Terra-Tek reversible Royal, Black, Navy	S-XL	8	Port Authority	\$ 25.99
J7490	VEST, Unisex Terra-Tek reversible Royal, Black, Navy	2XL-4XL	5	Port Authority	\$ 31.99
J7490	VEST, Unisex Terra-Tek reversible Royal, Black, Navy	5XL-6XL	1	Port Authority	\$ 35.99
SAI 6600	SWEATER VEST; Unisex V-Neck Cardigan Pullover Vest Black, Navy	S-XL		School Apparel	\$ 24.99
SAI 6600	SWEATER VEST; Unisex V-Neck Cardigan Pullover Vest Black, Navy	2XL-3XL		School Apparel	\$ 34.99
SAI 6600	SWEATER VEST; Unisex V-Neck Cardigan Pullover Vest Black, Navy	4XL-5XL		School Apparel	\$ 38.99
EDW381	SWEATER VEST; Unisex V-Neck Pullover, Royal, Red, White	S-XL	2	Edwards	\$ 21.99
EDW381	SWEATER VEST; Unisex V-Neck Pullover, Royal, Red, White	2XL-3XL		Edwards	\$ 25.99
EDW381	SWEATER VEST; Unisex V-Neck Pullover, Royal, Red, White	4XL-5XL		Edwards	\$ 32.99
SAI 5510	SWEATER; Unisex Cardigan, Zip, Black, Navy	S-XL	13	School Apparel	\$ 38.99
SAI 5510	SWEATER; Unisex Cardigan, Zip, Black, Navy	2XL-3XL	8	School Apparel	\$ 41.99

Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid
SAI 5510	SWEATER; Unisex Cardigan, Zip, Black, Navy	4XL-5XL	1	School Apparel	\$ 45.99
SAI 5600	SWEATER; Unisex Cardigan, Button, Black, Navy	S-XL	3	School Apparel	\$ 41.99
SAI 5600	SWEATER; Unisex Cardigan, Button, Black, Navy	2XL-3XL	1	School Apparel	\$ 47.99
SAI 5600	SWEATER; Unisex Cardigan, Button, Black, Navy	4XL-5XL	1	School Apparel	\$ 51.99
SAI 6300	SWEATER; Unisex V-Neck Cardigan Buttoned with Pockets, Red, Mayfair, White	S-XL	4	School Apparel	\$ 27.99
SAI 6300	SWEATER; Unisex V-Neck Cardigan Buttoned with Pockets, Red, Mayfair, White	2XL-3XL		School Apparel	\$ 31.99
SAI 6300	SWEATER; Unisex V-Neck Cardigan Buttoned with Pockets, Red, Mayfair, White	4XL-5XL	1	School Apparel	\$ 34.99
SAI 6500	SWEATER; Unisex V-Neck Cardigan Pullover Black, Navy	S-XL	3	School Apparel	\$ 26.99
SAI 6500	SWEATER; Unisex V-Neck Cardigan Pullover Black, Navy	2XL-3XL	1	School Apparel	\$ 30.99
SAI 6500	SWEATER; Unisex V-Neck Cardigan Pullover Black, Navy	4XL-5XL		School Apparel	\$ 35.99
EDW565	SWEATER; Unisex V-Neck Long Sleeve Pullover, Royal, Red, White	S-XL		Edwards	\$ 24.99
EDW565	SWEATER; Unisex V-Neck Long Sleeve Pullover, Royal, Red, White	2XL-3XL		Edwards	\$ 32.99
EDW565	SWEATER; Unisex V-Neck Long Sleeve Pullover, Royal, Red, White	4XL-5XL		Edwards	\$ 37.99
EDW381	SWEATER; Unisex Crew Neck Long Sleeve Zip Black, Navy	S-XL		Edwards	\$ 37.99
EDW381	SWEATER; Unisex Crew Neck Long Sleeve Zip Black, Navy	2XL-3XL		Edwards	\$ 49.99
EDW381	SWEATER; Unisex Crew Neck Long Sleeve Zip Black, Navy	4XL-5XL		Edwards	\$ 56.99
Turtlenecks/ Mocks					
Previously ordered Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid
PC61M	Men's Mock Turtle neck White, Navy	S-XL		Port & Company	\$ 5.99

Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid
PC61M	Men's Mock Turtle neck White, Navy	2X		Port & Company	\$ 7.99
PC61M	Men's Mock Turtle neck White, Navy	3XL-4XL		Port & Company	\$ 9.99
SAI 8100	Turtleneck Unisex, Red, White, Navy	S-XL		School Apparel	\$ 16.99
SAI 8100	Turtleneck Unisex, Red, White, Navy	2X		School Apparel	\$ 19.99
SAI 8100	Turtleneck Unisex, Red, White, Navy	3XL-4XL	2	School Apparel	\$ 22.99

Pants

Previously ordered Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid
TCT 7002	PANT, Unisex Polyester Trousers Blk, Navy	28-64	64	Tact Squad	\$ 17.99
TCT 7002	PANT, Unisex Polyester Cargo pocket Trousers Blk, Navy	28-64	61	Tact Squad	\$ 25.99
RYL 64386	PANT, Women's Stryke Pant with Flex Tac stretch UPF 50 Regular or Long, Black (019), Navy (724)	0-20	5	5-11	\$ 62.99
RYL 74369	PANT, Men's Stryke Pant with Flex Tac stretch UPF 50 Length 30-36 Black (019), Navy (724)	28-44		5-11	\$ 62.99
RYL 74369	PANT, Men's Stryke Pant with Flex Tac stretch UPF 50 Unhemmed Black (019), Navy (724)	46-54	20	5-11	\$ 71.99
RYL 744273	PANT, Men's Taclite Pro Pants Length 30-36 Black (019), Navy (724)	28-44	10	5-11	\$ 42.99
RYL 744273	PANT, Men's Taclite Pro Pants Unhemmed Black (019), Navy (724)	46-54		5-11	\$ 49.99
RYL 64360	PANT, Women's Taclite Pro Pants Long or Regular Black (019), Navy (724)	2-20		5-11	\$ 42.99
PRO F528514450 (Navy) F528514001 (Blk)	PANT, Men's Critical Response EMS Pant	30-56	60	Propper	\$ 38.99
1097-NAVY, 1096 BLK	PANTS, Women's 24/7 Tactical Ripstop	2-24	23	Tru Spec	\$ 37.99
1061-NAVY, 1062 BLK	PANTS, Men's 24/7 Tactical Ripstop length 30-34	28-44	165	Tru Spec	\$ 37.99
1061-NAVY, 1062 BLK	PANTS, Men's 24/7 Tactical Ripstop unhemmed	46-54	22	Tru Spec	\$ 45.99

Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid
1037-NAVY, 1035 BLK	PANTS, Men's 24/7 Ascent Tactical Ripstop length 30-34	28-44	8	Tru Spec	\$ 46.99
1037-NAVY, 1035 BLK	PANTS, Men's 24/7 Ascent Tactical Ripstop unhemmed	46-54	3	Tru Spec	\$ 56.99
1039-NAVY, 1031 BLK	PANTS, Women's 24/7 Ascent Tactical Ripstop unhemmed	2-24		Tru Spec	\$ 46.99
Shirts					
Previously ordered Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid
K5135 (red), K5130 (white), K5152 (Royal), K5134 (Navy)	SHIRT, Men's UFX Tactical short sleeve Polo Pencil Sleeve Pocket	XS-4XL	128	Elbeco	\$ 34.99
K5162LC (Blue) , K5174LC (Blk), K5170LC (White)	SHIRT, Women's Short Sleeve UFX Tactical Polo pencil pocket sleeve	XS-4XL	38	Elbeco	\$ 34.99
K5145 (red), K5140 (white), K5151 (Royal), K5144 (Navy)	SHIRT, Men's UFX Tactical Long sleeve Polo Pencil Sleeve Pocket	XS-4XL		Elbeco	\$ 38.99
K5184LC (Navy) , K5180LC (White)	SHIRT, Women's Long Sleeve UFX Tactical Polo pencil pocket sleeve	XS-4XL		Elbeco	\$ 38.99
K5104 (Navy), K5100 (white)	SHIRT, Men's Regulation Polo Short Sleeve 2 front pleated Pockets	XS-4XL	40	Elbeco	\$ 38.99
K5124	SHIRT, Men's Regulation Polo Long sleeve 2 front pleated Pockets, Navy	XS-4XL	3	Elbeco	\$ 38.99
SAN K500P	SHIRT, Men's Silk touch Polo with Pocket left chest, Red, Royal, Navy, White	S-XL	18	Port Authority	\$ 14.99
SAN K500P	SHIRT, Men's Silk touch Polo with Pocket left chest, Red, Royal, Navy, White	2XL-4XL	21	Port Authority	\$ 18.99
SAN K500P	SHIRT, Men's Silk touch Polo with Pocket left chest, Red, Royal, Navy, White	5XL-6XL		Port Authority	\$ 24.99
SAN K500	SHIRT, Men's Silk touch Polo NO POCKET, Red, Royal, Navy, White	S-XL		Port Authority	\$ 11.99
SAN K500	SHIRT, Men's Silk touch Polo NO POCKET, Red, Royal, Navy, White	2XL-4XL		Port Authority	\$ 17.99
SAN K500	SHIRT, Men's Silk touch Polo NO POCKET, Red, Royal, Navy, White	5XL-6XL		Port Authority	\$ 22.99
SAN L500P	SHIRT, Women's Silk touch Polo NO POCKET, Red, Royal, Navy, White	S-XL	7	Port Authority	\$ 11.99

Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid
SAN L500P	SHIRT, Women's Silk touch Polo NO POCKET, Red, Royal, Navy, White	2XL-4XL	2	Port Authority	\$ 17.99
SAN L500P	SHIRT, Women's Silk touch Polo NO POCKET, Red, Royal, Navy, White	5XL-6XL		Port Authority	\$ 22.99
FEC 85R7086Z	SHIRT, Mens short Sleeve LAPD Navy with Zipper	S-2XL	11	Fechheimer	\$ 43.99
FEC 85R7086Z	SHIRT, Mens short Sleeve LAPD Navy with Zipper	3XL-5XL		Fechheimer	\$ 43.99
F534172	SHIRT, Men's Short sleeve Ice Polo Navy, Red, White, Royal	XS-5XL	55	Proper	\$ 29.99
F531572	SHIRT, Men's Long sleeve Ice Polo Navy, Red, White, Royal	XS-5XL	11	Proper	\$ 33.99
F532772	SHIRT, Women's Short sleeve Ice Polo Navy, Red, White, Royal	XS-4XL		Proper	\$ 29.99
F535772	SHIRT, Women's Long sleeve Ice Polo Navy, White	XS-4XL		Proper	\$ 33.99
S508	SHIRT, Men's Easy Care Short Sleeve Shirt Royal, Red and White	XS-XL	85	Port Authority	\$ 16.99
S508	SHIRT, Men's Easy Care Short Sleeve Shirt Royal, Red and White	2XL-4XL	47	Port Authority	\$ 22.99
S508	SHIRT, Men's Easy Care Short Sleeve Shirt Royal, Red and White	5XL-6XL	9	Port Authority	\$ 27.99
L508	SHIRT, Women's Easy Care Short Sleeve Shirt Royal, Red and White	XS-XL	15	Port Authority	\$ 16.99
L508	SHIRT, Women's Easy Care Short Sleeve Shirt Royal, Red and White	2XL-4XL		Port Authority	\$ 22.99
L508	SHIRT, Women's Easy Care Short Sleeve Shirt Royal, Red and White	5XL-6XL		Port Authority	\$ 27.99
S608	SHIRT, Men's Easy Care Long Sleeve Shirt Royal, Red and White	XS-XL	40	Port Authority	\$ 18.99
S608	SHIRT, Men's Easy Care Long Sleeve Shirt Royal, Red and White	2XL-4XL	15	Port Authority	\$ 24.99
S608	SHIRT, Men's Easy Care Long Sleeve Shirt Royal, Red and White	5XL-6XL		Port Authority	\$ 29.99
S608ES	SHIRT, Men's Easy Care Long Sleeve Shirt Royal, Red and White	7X-10X	2	Port Authority	\$ 36.99
L608	SHIRT, Women's Easy Care Long Sleeve Shirt Royal, Red and White	S-L	1	Port Authority	\$ 18.99

Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid
S608ES	SHIRT, Women's Easy Care Long Sleeve Shirt Royal, Red and White	2XL-4XL	1	Port Authority	\$ 24.99
S608ES	SHIRT, Women's Easy Care Long Sleeve Shirt Royal, Red and White	5XL-6XL		Port Authority	\$ 29.99
SAN TLS508	Tall SHIRT,Easy Care Button Down Short Sleeve, White, Royal, Red	Tall L-XL		Port Authority	\$ 18.99
SAN TLS508	Tall SHIRT,Easy Care Button Down Short Sleeve, White, Royal, Red	Tall 2XL-4XL		Port Authority	\$ 24.99
SAN TLS608	Tall SHIRT,Easy Care Button Down Long Sleeve, White, Royal, Red	Tall L-XL		Port Authority	\$ 20.99
SAN TLS608	Tall SHIRT,Easy Care Button Down Long Sleeve, White, Royal, Red	Tall 2XL-4XL		Port Authority	\$ 26.99
SAI 8091	SHIRT, Short Sleeve Mens, Red, Royal White	XS/XL	46	School Apparel	\$ 18.99
SAI 8091	SHIRT, Short Sleeve Mens, Red, Royal White	2XL-4XL	10	School Apparel	\$ 21.99
SAI 8091	SHIRT, Short Sleeve Mens, Red, Royal White	5XL-6XL		School Apparel	\$ 36.99
SAI 9431	SHIRT, Short Sleeve Womens, Red, Royal White	XS/XL	5	School Apparel	\$ 18.99
SAI 9431	SHIRT, Short Sleeve Womens, Red, Royal White	2XL-4XL		School Apparel	\$ 21.99
SAI 9431	SHIRT, Short Sleeve Womens, Red, Royal White	5XL-6XL		School Apparel	\$ 26.99
SAI 8096	SHIRT, Long Sleeve Mens Button Down Poplin	XS/XL	30	School Apparel	\$ 18.99
SAI 8096	SHIRT, Long Sleeve Mens Button Down Poplin	2XL-4XL	5	School Apparel	\$ 21.99
SAI 8096	SHIRT, Long Sleeve Mens Button Down Poplin	5XL-6XL	1	School Apparel	\$ 26.99
SAI 9436	SHIRT, Long Sleeve Womens, Red, Royal White	XS/XL	1	School Apparel	\$ 18.99
SAI 9436	SHIRT, Long Sleeve Womens, Red, Royal White	2XL-4XL		School Apparel	\$ 23.99
SAI 9436	SHIRT, Long Sleeve Womens, Red, Royal White	5XL-6XL		School Apparel	\$ 26.99

UTA Patches/ Embroidery Pictures in RFP/Samples can be seen by appointment

Part numbers	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid
	Description	Sizes	Estimated Annual Usage	Brand Quoted	Original Price Bid
	EMBROIDERY, Direct Embroidery Chest UTA Standard Logo		370		\$ 4.00
	EMBROIDERY, Direct Embroidery Sleeve UTA Standard Logo				\$ 4.00
	EMBROIDERY, UTA Standard Logo on Bags, Lunch Totes, hats				\$ 4.00
	EMBROIDERY, Direct Embroid UTA Standard Logo on Neck for Turtlenecks		2		\$ 4.00
	EMBROIDERY, UTA Emb and Employee Name On Patches				\$ 4.00
	EMBROIDERY, UTA+ Logo 2 color+ TRAX, Employee Name, Emp Number, Languages Spoken				\$ 4.00
	EMBROIDERY, UTA Shoulder Patch Button Shirts, UTA+ Logo 2 color, Employee Name, Badge Number				\$ 4.00
	EMBROIDERY, UTA Logo and Employee Name on Sleeve of Polos				\$ 4.00
	Patch, American Flag Patch 2 x 3.5 Gold Border	2 1/4 X 3 1/2	108		\$ 2.00
	Patch, Lightblue back tone, Utah Transit Authority, UTA Logo 2 color, Operator Name, Badge number box white, Badge number black	5 inch wide 4inch high	215		\$ 4.00
	Patch, Dark Navy back tone, Utah Transit Authority, UTA Logo two color, Operator name, Badge number box white, Badge number black	5 inch wide 4inch high	104		\$ 4.00
	Patch, 1/2 Million Miles Accident Free	5 inch wide 4inch high	10		\$ 4.00
	Patch, 1 Million Miles Accident Free, Silver Patch with blue border, UTA blue, Logo Red/Blue, White Badge number box with blue border	5 inch wide 4inch high	33		\$ 4.00
	Patch, 2 Million Miles Accident Free, Gold Patch with Navy border, UTA Navy, Logo Red/Blue, White Badge number box with blue border	5 inch wide 4inch high	20		\$ 4.00
	Patch,3 Million Miles Accident Free, Black Patch with gold border, UTA white, Logo Red/Blue, White Badge number box with gold border	5 inch wide 4inch high	2		\$ 4.00



REQUEST FOR PROPOSALS

Cover Sheet

General Information			
Project Name	Operation Uniforms		
Project Description	Provide Utah Transit Authority approved Uniforms to Bus and Train Operators as indicated in Specifications.		
Project Start Date/Length	Contract will start approximately October 1, 2019 and last until October 31, 2024		
Contract Type	Firm Fixed Price, Service agreement		
UTA Project Manager	Amanda Burton		
Funding Source	<input checked="" type="checkbox"/> Local	<input type="checkbox"/> State	<input type="checkbox"/> Federal
Procurement Process Information			
RFP No.	19-03037AB		
Contract Administrator	Amanda Burton, or her designated representative 669 West 200 South Salt Lake City, Utah 84101 (801) 287-3320 aburton@rideuta.com Proposers are not to contact other UTA personnel with any questions or clarifications concerning this RFP. The Procurement Department will provide all official communication concerning this RFP. Contacting other UTA personnel regarding this project could result in disqualification.		
Evaluation Criteria: <ul style="list-style-type: none"> • Adherence to Scope of Work • Quality Assurance/Customer Service • Cost Proposal • Availability 	This is a best value procurement where quality and price will be deemed equally important. Evaluation Criteria are listed in descending order of importance. Evaluation factors will be		

	rated on a scoring method. See Part 2 (pg. 8-11) for more information on the proposal content and scoring method.	
Included as part of this RFP		
Part 1 – Project Specific Information		
Part 2 – Procurement Process		
Part 3 – Procurement Terms and Conditions		
Part 4 – Contract Terms		
Part 5 – Proposal Forms <i>(see separate Excel spreadsheet for Price proposal form)</i>		
Proposal Contents		
Page Limit None Cover pages, table of contents, divider tabs, and resumes, the Price Proposal, and required forms do not count toward the page limit.		
Submittal Instructions <ul style="list-style-type: none"> All proposals need to be uploaded to SCIQUEST/ UP3 “19-03037 Operation Uniforms” https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah 		
Required Forms To be considered responsive, Proposals must include those additional forms, declarations, and certifications marked with an X, below:		
X	Proposal Declarations, Offer and Acceptance Form	
X	Price Form From Excel Spreadsheet provided.	



REQUEST FOR PROPOSALS

Part 1 – Project Specific Information

GENERAL OVERVIEW

Utah Transit Authority is requesting proposals from highly reputable and experienced firms to provide Operation Uniforms, servicing all our Bus and Rail Operators. These uniforms need to stay to our standard codes and not deviate unless written permission from UTA contract administrator has been granted. UTA plans to award to a single vendors, but reserves the right to award to multiple vendors. Proposers must propose on all items requested or an approved equals.

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

- a) Standardized Uniforms and pricing for all UTA operators.
- b) Short Lead-times on orders.
- c) Reduced transaction costs
- e) Secure and accurate control of Operators uniforms.

UTA Operation Locations
Meadow Brook 3600 South 700 West, Salt Lake City 84119
Timpanogos 1110 South Geneva Road, Orem 84058
Ogden 135 West 17th, Ogden 84404
Central 616 West 200 South, Salt Lake City 84104
Riverside/Flextrans 3610 South 900 West, Salt Lake City 84119
Midvale Trax 613 West 6960 South, Midvale 84047
Jordan River 2264 South 900 West, Salt Lake City 84119
Front Runner/Warm Springs 900 North 500 West, Salt Lake City 84116

CONTRACT TERM

UTA seeks a firm-fixed price contract with a term of five (5) years. Proposal price shall be good for 45 days after proposal due date. UTA will consider price adjustments (increases and reductions) 18 months after award. The Contractor must submit their request for price adjustments in writing and provide documentation from suppliers to support any adjustment requests. Price adjustments will not be retroactive; ordering prices will not be changed until the adjustments are approved by UTA by written change order. UTA warrants it will consider requests for price adjustments within a reasonable time from date of receipt; contractor warrants that it will not delay delivery of items pending price changes. All price modifications are subject to the approval of UTA. If price increases are not mutually acceptable, the item may be cancelled off the contract. Requests shall be emailed to aburton@rideuta.com.

EXPLANATION OF THE PRICE

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

SCOPE OF WORK

Proposer's Overall Responsibilities

Overall responsibilities of the successful firm will include the following:

- a. Be a strategic business partner with Utah Transit Authority, Looking for ways to keep our Professional look and operator comfort at a great cost.
- b. Supply approved/desired products with approved UTA Logo embroidered in desired locations.
- c. Provide on-time delivery with continuous quality, design and coloring of pre-approved stocked uniforms.
- d. Keep adequate stock of all necessary Uniforms and size.
- e. Supply receipts to UTA designated personnel in timely manner.
- f. Supply UTA a monthly statement/report.
- g. Attend quarterly Uniform committee meeting, bringing any new product alerts, cost saving ideas and issues.
- h. Accept UTA Debit Procurement cards (P-card) currently MasterCard as payment from each operator.
- i. Collaborate effectively with designated UTA personnel in a timely manner.
- j. Any exceptions to this scope of work will need to be clearly stated in the proposal.

Proposer's Project Requirements

General

- 1) Supplier will work collaboratively with UTA personnel to set up desired min/max levels of all approved/desired manufacturer products.
- 2) UTA will provide a sample of current uniform standards, and embroidered Logo/patches to award winning vendor.
- 3) Vendor will provide delivery time of no more than 10 days with continuous quality, design and coloring of pre-approved uniforms. Extended sizes of 4XLT or more may be negotiated.
- 4) Keep adequate stock of all necessary Uniforms and sizes, including extended sizes items.
- 5) Provide each of the (8) UTA locations and (1) one Contract administrator with a Picture catalog/binder of all contracted items, color swatches and contracted Pricing, sending out any revisions within a month of any changes. Most current revision date must be printed on each page.
- 6) Contact UTA contract administrator with any requests outside the approved catalog. With UTA's logo or with UTA funds prior to selling it to an operator.
- 7) Supply detailed receipts to UTA uniform email address within 2 business days after transaction is completed. Email all receipts the designated Coordinators with the title being the name of the UTA employee ordering the product.
- 8) Supply a monthly statement/report to UTA's Contract administrator of all previous transactions for that month.
- 9) Accept UTA MasterCard P-card as payment from each operator.
- 10) Collaborate effectively with designated UTA personnel, award winning vendor will be given a detailed list of approved personnel who can change uniform specification, request receipts and reports. UTA is requesting a single contact person for our account that will help with any problems or issues that may arise. All correspondence should be answered by email or phone within three business days of request.
- 11) Quarterly Business Reviews (QBR's) will be conducted. Supplier to conduct at least two QBR's in Salt Lake City at UTA's Administration Offices with Contract administrators. These reviews will detail how the contract is going, any issues from either UTA or Winning bidder that needs to be addresses, any cost saving or new product alerts or changes that may need to happen. Vendor will be required to submit a report stating what was ordered in the quarter, delivery times meet and any deliveries that are still pending. A discount will be taken by UTA per transaction that is over the agreed upon delivery dates at this time.

Delivery Times and Availability:

- a) UTA employs operators and supervisors from the Salt Lake, Orem/Provo and Ogden areas. Proposers will need to accommodate all locations either by store front, outlets or online/mail orders.
- b) All online orders within the approved Uniform list should be given an immediate confirmation and be available for pick up as soon as possible but no more than 7 business days, or delivered free of charge to one of the (8) UTA Locations as soon as possible but no more than 10 business days.
- c) All store orders within the approved Uniform list should be available for pick up as soon as possible but no more than 7 business days or delivered free of charge to one of the (8) UTA locations as soon as possible but no more than 10 business days.
- d) If lead-times are longer on a specific item please specify that on the bid sheet.
- e) Vendor will give a 10% discount on any item outside of these predetermined delivery times. Unless specific items have been negotiated at a longer lead-time between UTA employee and winning vendor.

Quality

- a) Each manufacturer requested in this RFP has been tested and approved as UTA's minimum quality standard. Any bids outside of the current manufacturer list will need to have an approved equal or greater quality.
- b) Quality standards will remain for the life of the contract. If a manufacturer discontinues an item vendor will provide samples and recommendations of equal or greater quality replacements.

Returns and restocks

- a) All returns shall be accepted if they are size related. No restock fees shall be incurred.
- b) All returns for defective product, or vendor error shall be accepted with an agreement from both UTA and Contractor that item is flawed or was in error. No restock fees shall be incurred.
- c) Any item outside of the approved uniform list will be returned at Vendors cost.
- d) Any approved item wrongfully ordered by UTA will be responsibility of UTA to pay for.
- e) All other returns will be handled with collaboration between UTA and Award winning vendor

Customer Service Expectations

- a) Freight free delivery, packaging, and restocking
- b) Source and re-order all items without UTA requesting them.
- c) Full support on any emergency situations
- d) A designated Sales Contact specific for UTA for each location. Delegating to others during times of absence.
- e) Acknowledgement and help of any UTA employee entering a store front location within 2 minutes of arriving.
- f) Acknowledgement and answer to any email from UTA employee within 48 hours of receiving.
- g) Professional communication with any UTA employee.

Payment and invoicing

- a) Payments should be made at time of pickup by each operator with a UTA MasterCard p-card. Each employee is given a set amount depending on yearly allowance. If charges are made by an UTA employee that exceeds the amount on the UTA card the employee is responsible for the balance, not UTA. All transactions over the employees annual spend amount will be handled strictly between the UTA employee and Contractor, p-cards will reject if over card limit. All items outside of employees annual cost will still need to be an approved UTA uniform item, if this item is to have any UTA labelling on it.
- b) Contractor agrees to only charge employee's P-card for merchandise when the product is actually delivered to and signed by an UTA employee.
- c) All receipts will need to be emailed to applicable UTA contact within 2 business days of transaction with a copy going to UTA employee Name and Badge number at time of pick-up or delivery



REQUEST FOR PROPOSALS

Part 2 – Procurement Process Information

PROPOSAL CONTENT

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

RATING OF PROPOSALS

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

Category	Considerations
Project Plan, adherence to Scope of Work	<input type="checkbox"/> Reasonableness of proposal <input type="checkbox"/> Sequence and clarity of bid <input type="checkbox"/> Milestones of implementation
Quality	<input type="checkbox"/> Is the quality up to UTA minimum standards
Cost Proposal	<input type="checkbox"/> Cost of Uniforms <input type="checkbox"/> Cost of Miscellaneous products
Availability	<input type="checkbox"/> Deliverable Plan and in stock options.
Required Forms	See cover sheet for list.

Project Plan

1. Provide a straightforward, concise description of the capabilities of how your company addresses UTA's requirements as described in this RFP and any duly issued addendum; or limitations in fulfilling such requirements.
2. Provide a detailed Work Plan & Schedule to implement the uniform program, when all required items may be available to UTA operators, and any plans for holding inventory.
Work Plan & Schedule must include at minimum foreseeable:
 - a. Tasks
 - b. Milestones
 - c. Deliverables
 - d. Resource requirements
 - e. Durations
3. Provide clear statement of how your firm will work with UTA personnel to determine optimal set up.

4. Provide clear statement of how your firm will work with UTA personnel to determine type and quantity of Uniforms.

Cost

Proposers are required to submit pricing for all uniforms, embroidery, services, and product discounts on Excel Form: Cost Form.

Post Implementation Competitive Assurance

Proposers shall include in submittal a statement of method, tools, or other terms and conditions that demonstrate how consigned inventory items will remain competitively priced throughout the contract term compared to both the regional market and Proposer's initial cost proposal. (i.e., catalog list price and stated discounts)

RATING OF PROPOSALS

An Evaluation Committee and/or the Procurement Department will conduct an initial examination of the proposals to eliminate those proposals which are determined non-responsive to the stated requirements. After the initial examination the Evaluation Committee will then evaluate and score the proposals through a one and/or two step process. The same evaluation criteria will be used to complete the evaluation for both the one and/or two step process.

In the first step the Evaluation Committee will apply the evaluation criteria set forth in the RFP or in any addenda issued.

The Evaluation Committee may make a recommendation for final award after the first step of the evaluation process. The Evaluation Committee may request additional information for final award that requires the second step of the evaluation process. If the Evaluation Committee determines the need for additional information (interviews, presentations, best and final offers) from one or more of the proposers a member of the Procurement Department will contact the top-scoring firm(s) from the first step and provide applicable instruction.

The Evaluation Committee then conducts step two evaluation process, observing the criteria included in the original RFP or duly issued addenda. UTA reserves the right to select one or more from among the Proposals submitted and to enter into negotiations with the top-ranked Proposer(s).

UTA reserves the right to enter into negotiations with the top-ranked Proposers without requesting interviews to reach final agreement on specific terms of the Contract. Proposals should be submitted initially including the most favorable and cost-effective terms.

The Proposals will be rated by a scoring method. Each Proposal will be evaluated based upon a scoring system from 1 to 4. The scoring will be done based upon how well the proposal meets the evaluation criteria set forth in the Cover Sheet of this RFP.

Approved Operator Patches and Embroidery

(No exceptions to the approved list unless written change order by Contract manager)

Patch: Light Blue Flex Trans/Paratransit



Patch: Navy Salt Lake Business units



Patch: Dark Navy Timpanogos



Patch: One Million Mile Accident Free



Patch: Two Million Mile Accident Free



Patch: Three Million Mile Accident Free



Direct Embroidered: Trax



Direct Embroidered: Frontrunner



Direct Embroidered: UTA standard logo



Direct Embroidered: UTA Name and Badge number on Patches or Direct



Direct Embroidered: Half Million Miles





MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: January 15, 2020

SUBJECT: Paratransit Vehicle Lease and Services Agreement (Work Activity Center)		
AGENDA ITEM TYPE:	Revenue Contract	
RECOMMENDATION:	Approve 5-year Paratransit van lease agreement and authorize Executive Director to execute the revenue contract with Work Activity Center (WAC) in the amount of \$675,000.00 for the lease of 9 vehicles.	
BACKGROUND:	The Work Activity Center enriches the lives of people with disabilities by actively providing opportunities for independence and individual growth. The WAC is a non-profit organization that provides many services to disabled individuals, including transportation. WAC will utilize vehicles to provide transportation for clients outside UTA’s service area who are not paratransit-eligible as well as transportation between the center and the center’s work locations.	
DISCUSSION:	UTA staff is requesting approval of a 5-year contract with WAC to lease 9 paratransit vans. UTA has leased fully-depreciated paratransit vans to WAC for many years to enhance transportation for disabled individuals. Under this agreement, WAC provides drivers and insurance while UTA provides maintenance and fuel. The annual cost to lease 9 paratransit vans is \$135,000 annually bringing the 5-year contract amount to \$675,000.	
CONTRACT SUMMARY:	Contractor Name: The Work Activity Center	
	Contract Number: Agreement 19-03187	Existing Contract Value:
	Base Contract Effective Dates: January 1, 2020 to December 31, 2024	Extended Contract Dates: NA
	Amendment Amount:	New/Total Amount Contract Value: \$675,000

	Procurement Method: Contract	Funding Sources: Revenue
ALTERNATIVES:	UTA would have to provide additional transportation to/from the WAC resulting in increased operating cost.	
FISCAL IMPACT:	This is a revenue contract. WAC would pay UTA \$135,000 annually for 5-years.	
ATTACHMENTS:	1) Contract	

AGREEMENT 19-03187

PARATRANSIT VAN LEASE AND SERVICES AGREEMENT

This Paratransit Van Lease and Services Agreement (“Agreement”), effective as of the date of the last signature below the (“Effective Date”) by and between **THE WORK ACTIVITY CENTER**, a Utah non-profit corporation (hereinafter referred to as the “Center”), and the **UTAH TRANSIT AUTHORITY**, a public transit district organized under Title 17B, Chapter 2a, Part 8, Utah Code Annotated 1953, as amended (hereinafter referred to as “UTA”).

RECITALS

WHEREAS, the Center is a non-profit corporation which provides a working environment for mentally and/or physically disabled individuals to complete tasks of which they are capable;

WHEREAS, UTA is a public transit district providing public transit services to disabled persons in Salt Lake County;

WHEREAS, UTA has leased to the Center nine (9) vans which the Center will continue to lease during the term of this Agreement, and the parties wish to set forth the terms and conditions pursuant to which the vans will be operated;

WHEREAS, the Center and UTA has also implemented, and desire to continue, a program whereby UTA provides the Center’s clients with transportation service between the individual residences of such clients and the Center’s work locations in Salt Lake County;

WHEREAS, UTA is willing to continue to lease the vehicles, as well as undertake and provide the services set forth herein, for the monetary consideration to be paid by the Center to UTA; and

WHEREAS, the purpose of such monetary consideration is to pay a portion of the costs UTA will incur with respect to the obligations assumed pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. Lease of Transit Vehicles by UTA to the Center.

- A. UTA hereby agrees to lease to Center, on an annual basis, the vans listed in Exhibit "A" (the "Leased Vehicles") for use by Center in transporting the Center's clients between the Center and the Center's work locations.
- B. All Leased Vehicles will be stored at UTA unless otherwise determined by UTA.
- C. UTA agrees to provide the Leased Vehicles without drivers, but fueled and fully maintained, at the compensation detailed in Paragraph 3 of this Agreement. UTA will be solely responsible for all repair and service of the Leased Vehicles. It shall be the responsibility of the Center to provide Center employees to operate, dispatch, and supervise all use and operation of the Leased Vehicles, except as otherwise specifically provided herein. The Center shall employ at the sole expense of the Center all qualified operators necessary for the Center's operation of the Leased Vehicles. The Center shall be responsible for training the operators in the operation of the Leased Vehicles. With respect to the operators of the Leased Vehicles, the Center shall be responsible for the payment of all salaries, withholding taxes, workers' compensation, insurance and other employee payments and benefits as required by law. The Center shall be responsible to run background checks and conduct blood and alcohol testing on its operators. The Center shall not charge any passengers a fee for day time transportation to and from the Work Activity Center. The Center shall not be deemed to be and shall not qualify to be a common carrier or contract carrier under Utah law and shall not transport passengers for hire.
- D. In the event of any accident or damage to the vehicles or any mechanical, maintenance, or malfunction problem observed with respect to any Leased Vehicle, the Center shall be responsible to notify the UTA Riverside Maintenance Manager as soon as possible but in no event later than 24 hours after the Center first becomes aware of such accident, damage or problem. The Center's operator shall be required to prepare and sign a UTA accident/incident report form and a "deficient equipment" card describing any incident to the vehicle. In the event of an accident or damage to the vehicles, the Center shall be responsible for any and all expenses related to the repair or replacement of the vehicles.
- E. During the Center's operation of the Leased Vehicles, the Center shall keep a permanent written log showing each vehicle trip, the time, date and place and purpose of the trip and the Center's operator making the trip. This log should be signed by the Center's operator. The log shall show the odometer reading at the commencement of the trip and the termination of the trip, and note any accident, damage or mechanical, maintenance or malfunction. The log shall be made available to UTA upon request. "Deficient equipment" cards shall be left on the dashboard of the vehicle at the end of each day unless the item shown on the card makes the vehicle unsafe for operation or return to the UTA storage facility. In the event of a "deficient equipment" card

affecting safety, the Center shall notify UTA Riverside Maintenance, Telephone No. 801-287-5312 immediately or in the event that the liaison is not available, the UTA dispatcher located at the UTA Riverside Facility, Telephone No. 801-287-2854. The Center and its operators will comply with all state and Federal laws. The Center will respond to any complaint received by UTA and will take appropriate action to resolve any patterns of concern, including re-training of operators as specified by UTA. The Center will also be responsible to comply with UTA policies and procedures pursuant to Engine Idling & Spill Response, which are attached hereto as Exhibit "B" and "C" respectively.

- F. UTA shall clean all Leased Vehicles to the same standard as UTA maintains other public transportation facilities it operates. The cleaning responsibilities shall entail the cleaning of the interior and exterior of the vehicles, including the cleaning of all windows, seats, floors, steps and aisles of the Leased Vehicles. All cleaning responsibilities shall be performed at the sole expense of UTA by persons employed or retained by UTA.
 - G. UTA shall cause to be performed, as part of its responsibilities, by persons employed or retained by UTA, all necessary repairs and maintenance on the Leased Vehicles, including without limitation, the preventative maintenance recommended by the manufacturer for all Leased Vehicles. UTA shall also be responsible to furnish, at its sole expense, all fuel, oil and other items necessary for the proper operation of the Leased Vehicles. In order to facilitate the performance of UTA's obligations as set forth in this paragraph, the Center must deliver all Leased Vehicles to UTA property on a nightly basis. UTA shall be responsible for the employment and training of all mechanics and other personnel necessary to perform the maintenance and repair on the Leased Vehicles and all other labor required by this Agreement to be performed by UTA.
 - H. The Center agrees to place decals on the leased vehicle distinguishing them as operated by the Work Activity Center along with a phone number to call with driving concerns. Upon request, the Center agrees to furnish UTA with a copy of their driver complaint log.
 - I. Driving records shall be reinvestigated annually which will be conducted by the Authority upon receipt of driver information. The Center must provide the Authority with a list of drivers, driver's license number for annual driving record annually by June 1st. The Center must immediately remove drivers from service whose driving records indicate they do not hold a valid driver's license.
2. Term and Commencement of Service. This Agreement shall be effective as of the date of the last signature and shall continue until December 31, 2024 unless otherwise terminated

hereunder. Upon the termination of this Agreement, all obligations of the parties hereto shall terminate, except the right of any party to recover and collect payments due and owing under this Agreement.

3. Compensation for Fuel and Maintenance of Leased Vehicles. The Center hereby covenants and agrees to pay to UTA a sum of money for maintenance and fuel costs on an annual basis. The amount of the payment shall be the sum of One Hundred Thirty Five Thousand Dollars (\$135,000) annually to be paid either in a lump sum at the execution of the Agreement or in twelve (12) equal monthly payments to be paid between the 1st and 15th day of each month unless this Agreement is terminated. The annual payment shall be prorated to account for any partial years during the term of this Agreement. UTA agrees to assume all other costs of maintenance of the transit service. The annual amount above is based upon UTA billing for the riders being transported by UTA. If the number of leased vehicles decreases, the annual amount may be adjusted.
4. Insurance. The Center will maintain insurance from an insurance company authorized to write the designated lines of insurance in the State of Utah which will protect the Center, its subcontractors and UTA from physical damage or property losses relative to the vehicles leased and used under the terms of this agreement by the Center; claims for bodily injury, death or property damage; general liability claims, and workers' compensation claims which may arise from operations under this Agreement. All insurance policies must be approved and accepted by the UTA. The Center shall file the certificate of insurance and a complete copy of the insurance policy with the UTA. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the UTA of intention to cancel. Each insurance policy shall contain the name of the Utah Transit Authority as an additional insured party in connection with performance of this Agreement. The amounts of such insurance shall comply with state law, but in any event shall not be less than the following:

A. Commercial General Liability Insurance Occurrence Form - Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

The policy shall be endorsed to include the following additional insured language: "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."

B. Automobile Liability - Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract.

Combined Single Limit (CSL) \$2,000,000

The policy shall be endorsed to include the following additional insured language: "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."

C. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

Policy shall contain a waiver of subrogation against UTA.

- a. The policies shall include, or be endorsed to include, the following provisions:
 1. 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 Contractor. Insurance limits indicated in the Contract are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for the Contract; for its own protection and the protection of UTA.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- b. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Utah and with an "A.M. Best" rating of not less than A-VII. UTA in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- c. Contractor shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- d. Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to UTA separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.
- e. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees, or

subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

5. Independent Contractor. It is agreed and understood that the relationship between UTA and the Center is that of independent contractors, and as such, all agents, subcontractors and employees of either party in the performance of this Agreement shall act in an independent capacity and shall not be considered agents, employees, or subcontractors of the other party nor under the direction or control of the other party. In connection with the carrying out of this Agreement, the Center shall not discriminate against any employee or applicant for employment or person desiring service because of race, color, disability, religion, sex, or national origin and comply with the Authority's Equal Employment Opportunity (EEO) Policy attached hereto as Exhibit "D".
6. Indemnification. UTA and the Center hereby covenant and agree to indemnify and hold harmless the other party to this Agreement from and against any and all claims, causes of action, liability, damages, costs and expenses which said party may incur or which may be asserted against the other party as the result of the negligent actions or omissions of the indemnifying party or the failure of any party to perform its obligations hereunder.
7. Default by the Parties. In the event of a default in the performance of any covenant, term or condition contained in this Agreement and the continuation of such default for a period of thirty days after the defaulting party receives notice of such default from the non-defaulting party, the non-defaulting party may terminate this Agreement by written notice to the defaulting party.
8. Costs and Attorneys' Fees. In the event of default by any of the parties hereto in the performance of their responsibilities and obligations hereunder, the non-defaulting party hereto shall be entitled to recover from the defaulting party, all costs and expenses, including court costs and attorneys' fees, incurred by the non-defaulting party in pursuing its remedies under this Agreement or other remedies provided by law.
9. Labor Strike. In the event of a labor strike or threatened strike or interruption or threatened interruption by the operators of the vehicles or the persons performing the cleaning, maintenance and repair of the vehicles or other UTA employees, UTA shall take such action in respect to the service as it deems in its best interest, considering the safety of its passengers, the protection of its vehicles, and its ability to pay consistent with its other transit operations within its public transit district, including the reduction in service or temporary suspension of service provided in this Agreement. The Center shall have the right to withhold payment for all reduced or suspended services under this Agreement. In the event of a labor strike, the Center shall park all leased vehicles at its site.

10. Assignment. No party hereto shall have the right to assign its rights and obligations hereunder without the express written consent of the other parties hereto.
11. Notices. All formal notices under this Agreement shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to UTA: Utah Transit Authority
 ATTN: Procurement & Contract Specialist
 669 West 200 South
 Salt Lake City, UT 84101

If to Center: The Work Activity Center
 ATTN: Kate McConaughy
 1275 West 2320 South
 West Valley City, Utah 84119

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after it is deposited in the United States Mail as provided above.

12. Amendments. This Agreement may only be amended by a written instrument executed by all parties hereto.
13. Federal, State, and Local Laws. UTA and the Center agree to comply with all applicable federal, state, and local laws, ordinances, and regulations regarding the acquisition, use, maintenance and operation of the Leased Vehicles.
14. Interpretation. This Agreement shall be construed in accordance with the laws of the State of Utah. The captions which precede the Sections of this Agreement are for convenience only and shall in no way affect the manner in which any provision hereof is construed.
15. Contract Manager. For purposes of liaison between the parties, each party shall designate one individual who shall be appointed to act as liaison representative/contract manager between the parties in coordinating transit services. The persons designated as contract managers are:

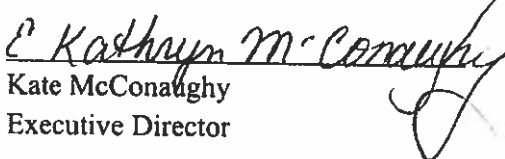
For UTA: Cheryl Beveridge
 Utah Transit Authority
 P.O. Box 30810
 Salt Lake City, Utah 84130-0810

For Center: Kate McConaughy
 The Work Activity Center
 1275 West 2320 South
 West Valley City, Utah 84119

16. Contract Administrator. The Authority Contract Administrator for this Agreement is Pat Postell, Procurement & Contract Specialist, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Ms. Postell, or designee, at ppostell@rideuta.com or at phone (801) 287-3060.

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

THE WORK ACTIVITY CENTER


Kate McConaughy
Executive Director

UTAH TRANSIT AUTHORITY

Carolyn M. Gonot
Executive Director

Eddy D. Cumins
Chief Operating Officer

Cherryl Beveridge
Special Services General Manager

Approved as to form and content

Michael Bell
Assistant Attorney General
UTA Counsel

UPDATED EXHIBIT "A"

DESCRIPTION OF MOTOR VEHICLES TO BE PROVIDED

Vehicle No.	Vehicle I.D.	License No.	Make	Year
12217	1GB6G5BL7C1185502	513792EX	Chevy Glaval	2012
12218	1GB6G5BL0C1186782	513791EX	Chevy Glaval	2012
12219	1GB6G5BL4C1185683	209257EX	Chevy Glaval	2012
12220	1GB6G5BL2C1186332	209256EX	Chevy Glaval	2012
12221	1GB6G5BL4C1186641	513790EX	Chevy Glaval	2012
12222	1GB6G5BLXC1187731	513789EX	Chevy Glaval	2012
12223	1GB6G5BL3C1187831	513952EX	Chevy Glaval	2012
12224	1GB6G5BL4C1187322	513953EX	Chevy Glaval	2012
12225	1GB6G5BL8C1186383	513956EX	Chevy Glaval	2012
12226	1GB6G5BL1C1186497	513957EX	Chevy Glaval	2012
12227	1GB6G5BL6C1186558	209271EX	Chevy Glaval	2012
12228	1GB6G5BLXC1187227	209270EX	Chevy Glaval	2012

As of 12/16/2019

UTA reserves the right at any time, but with notice to the Center to substitute other vehicles, new or used, to provide the service described in this Agreement as maintenance, repair, replacement, and operating circumstances may dictate.

EXHIBIT "B"

ENGINE IDOLING POLICY

UTAH TRANSIT AUTHORITY CORPORATE POLICY

No. 4.4.13

VEHICLE ENGINE IDLING

- I. Purpose. To reduce air pollution and increase fuel savings by eliminating unnecessary vehicle idling.
- II. Policy Statement. UTA shall not allow vehicle engines to idle except when necessary in accordance with an approved Standard Operating Procedure.
- III. Application. All UTA employees
- IV. Cross-References. Related UTA policies include: Environmental Management System (EMS) 14001-2004 significant aspect - Pollution reduction and fuel savings. UTA Environmental Protection Policy (4.4.1). UDEQ - DAQ State Implementation plan (SIP) to reduce air pollution in non-attainment areas of Utah.
- V. Responsibility.
Business Unit Managers will:
 1. Develop specific SOP's that identify tasks, roles, responsibilities and work duties related to vehicle idling and develop procedures that will accomplish tasks and eliminate the unnecessary idling of vehicle engines during operating, maintaining and cleaning procedures
 2. Monitor compliance of this policy and actively explore additional opportunities in the work area where engine idling may be reduced and/or eliminated.
UTA employees will:
 1. Eliminate unnecessary vehicle Engine idling for vehicles that they operate or maintain.
 2. Staff and service vehicles should be turned off when idling will exceed 10 seconds.

Note: This policy does not advocate that operators or drivers practice shutting down or turning off engines while driving in traffic, (e.g. at stop signs or signal lights, RR crossings, or stop and go traffic, etc).
- VI. Significant Negative Impacts. When a vehicle's engine is left idling for excessive periods of time, many negative effects occur, including:
 1. Engine damage
 2. Waste of resources

3. Environmental pollution

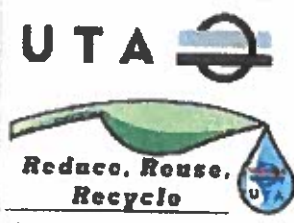
- VII. Positive Impacts. By reducing the amount of time buses, trains and staff vehicles spend idling, UTA will improve air quality by reducing emissions, conserving resources, and reducing the number of repairs to vehicles.
- VIII. Definitions.
Idling is the operation of a vehicle engine without vehicle movement or throttle application.
Vehicle reference for the purpose of this policy means internal combustion engines.
- IX. Exceptions. To be determined by Business Unit SOP's and approved by the Business Unit Forum.

This UTA Corporate Policy was reviewed by the Policy Forum, and approved by the General Manager on this ~~17th~~ day of ~~November~~, 2008, and takes effect on that date. *October*


John M. English
General Manager and CEO

Approved as to form:


Counsel for UTA

Business Unit Standard Operating Procedures	
No. BO5.2 Effective Date: 6/25/12	Supersedes: 10/11/08
Applicable to Salt Lake, Mt. Ogden, Timpanogos, Riverside, and Rail Business Unit Employees	
Title: Engine Idling	

Purpose: To eliminate all unnecessary vehicle idling thereby reducing air pollution and increasing fuel economy.

Application: All Business Unit Employees

Responsibilities:

1. UTA employees are responsible to eliminate all unnecessary idling of any UTA owned or operated vehicle
2. Supervisors and Managers will distribute policy and train all Business Unit employees on the Idling Policy
3. Supervisors are responsible to monitor the system to ensure compliance with Idling Policy

Definitions:

1. Operator means any UTA employee that drives, operates or is in physical control of a UTA owned or operated vehicle.
2. Idling means the operation of a vehicle's engine while the vehicle is stationary or not in the act of performing work or its normal function.
3. Fast Idle is using a designated dash switch to increase engine speed from a standard idle to a higher setting, usually between 300-500 RPM.

Significant Positive Impacts:

Reducing engine idling will reduce air pollution. It is estimated that that moving vehicles contribute over 50% of the air pollution in Utah. You can play an important role in improving air quality by eliminating unnecessary idling.

Research also shows that the wear rate of an idling engine is double that of engine under normal driving conditions. In fact, idling a bus for one hour is the equivalent of driving 80 miles. Reducing the amount of idling will save wear and tear and prolong the life of the engine.

Fuel consumption is another reason to reduce engine idling. One bus can consume over \$5,000 in fuel a year from idling. According to the U.S. Department of Energy, more than 3 billion gallons of fuel are used each year by engines idling.

Procedures:

1. When idling a bus should be placed in neutral and fast idle turned on.
2. After 60 seconds of idling the bus engine must be turned off.
(Allowing the engine to idle for 60 seconds before shutting engine down allows the turbo to cool down.)
3. Shut off all lights and accessories to prevent battery depletion.
4. Idling of gasoline powered Support or Staff vehicles should be limited to 10 seconds or less.

Exceptions:

1. Idling when stopped for an official traffic control device or signal.
2. At the direction of a Police Officer or UTA Supervisor.
3. If outside temperature is above 90° or below 32° idling may be needed to operate defrosters, heaters, air conditioners or other equipment to prevent a safety or health concern for passengers.
4. Idling during hours of darkness where interior lighting is necessary for the safety of UTA employees and/or passengers.
5. Idling as needed to operate a lift or other equipment needed to safely load or unload passengers.
6. Idling a bus for up to 10 minutes during pre-trip inspection.
7. Idling a vehicle for the time necessary for UTA-approved auxiliary and system critical electronic systems to boot up, to reload or to download data and system updates.
8. Idling to recharge a battery or other energy storage unit.
9. Idling of a vehicle or component to perform necessary maintenance.
10. An Operator of a Ski Bus while operating in Ski Service in a canyon approved for Ski Service would make an assessment of environmental conditions that may require the vehicle to remain idling. Park and Recreation at the entrance to the canyon are not exempt from the Idling Policy.
11. Idling as necessary for Supervisors in the performance of official duties necessary to operate on board equipment.
12. Idling as necessary to run interior lights on 2006 or older buses.

Coordination:

Nothing in this procedure is designed to supersede idling restrictions set by local jurisdictions, universities or businesses where UTA vehicles operate within their boundaries or on their property.

Related Documents:

1. Local and state regulations on emissions
2. Operation Memorandum, June 24th 2004
3. Heat Engineering Memorandum, February 26th 2001
4. San Lake Valley Health Department Regulation #25
5. UTA Corporate Environmental Policy
6. Training Records

BO32 Engine Idling was reviewed by the Business Unit Forum on June 25, 2012 and approved by the Regional General Managers on the 9th day of July, 2012.



Brian Carter, Regional General Manager Mt. Open Business Unit



Hugh Johnson, Regional General Manager Transportation Business Unit



Lorin Simson, Regional General Manager Salt Lake Business Unit



Cheryl Beveridge, Regional General Manager Special Services Business Unit





Paul O'Brien, Rail Service General Manager

Approved as to form:


Controller for the Authority

EXHIBIT "C"

SPILL RESPONSE POLICY

Business Unit Standard Operating Procedures		  Reduce, Reuse, Recycle
No. B03.1	Effective Date: August 17, 2007	Supersedes:
Applies to: Meadowbrook, Central, Special Services, IRL Ogden, and Timpanogas Operations		
Title: Spill Response and Reporting		

Purpose: To document the reporting and clean-up procedures for spills as it pertains to Operators service work.

Application: Operators and Operations Employees

Scope of Work: The Spill Response and Reporting SOP provides minimum requirements for the reporting and clean-up of any hazardous waste materials.

Responsibilities: The Environmental/Safety office shall assist in the development and management of the Spill Response SOP. Each Business Unit Manager and supervisor will be responsible for the day to day implementation and operation of this SOP. Each Operator, Operations employee and supervisor has the responsibility for preventing, controlling and reporting spills in the facilities, yard and roadway areas.

Regulatory Requirements: R315-9 of the Utah Hazardous Waste Management Rules

Procedures:

A. Reporting

Utah Hazardous Waste Management Rules (R315-9) require that, "in the event of a spill of hazardous waste or material which, when spilled, becomes a hazardous waste, the person responsible for the material at the time of the spill shall immediately take action to minimize the threat to human health and the environment", . . . and to report the spill.

A spill equal to or in excess of the quantity listed of the hazardous materials or potentially hazardous materials in this SOP should be reported to the Environmental/ Safety Office. The Environmental/Safety Manager or designee shall determine the appropriate response/clean-up and what appropriate action to take in reporting to the state.

REPORTING CONTACT NAME	PHONE
Primary Contact Lon Griffin Environmental Compliance Administrator	Ext. 3064 (801) 859-6478 Mobile
Secondary Contact Dan Locke Environmental Compliance Administrator	Ext. 2508 (801) 869-0289 Mobile
Backup Contact Ed Buchanan Manager of Safety and Environmental Protection	Ext. 3204 (801) 209-5781 Mobile

In Shop, Yard, Roadway and Service Call Procedures

**ALWAYS READ THE MSDS BEFORE USING A CHEMICAL
 ALWAYS WEAR PROPER PERSONAL PROTECTIVE EQUIPMENT WHEN HANDLING CHEMICALS**

1. Aside from the battery acid, a release of less than one (1) gallon can be considered "normal" unless the operator recognizes a potential hazard exists because of the location e.g. a waterway, a heavy pedestrian/traffic area where the oil may become a slipping hazard or on a private property where the owner would want it cleaned up.
2. Pull the vehicle to the side of the road in a safe place and stop the bus.
3. **DO NOT** stop near a storm water system or an open waterway.
4. Inform the Radio Control Coordinator ("RCC") or Flextrans Radio Control Coordinator ("FRCC") that you have a fluid leak.
5. If the spill is of the result of an accident, follow normal accident procedures and report to the RCC or FRCC that you're leaking fluid.
6. Turn off the engine.
7. Investigate the fluid type and volume of leakage.
8. If possible take the trash can from the bus and place under leak/spill to catch fluid until UTA maintenance arrives.
9. Provide the RCC or FRCC with your exact location, your estimate of the fluid type and volume of the leak.
10. Do not move the vehicle unless instructed by RCC, FRCC, your supervisor or law enforcement.
11. If the vehicle must be moved place your reflective hazard triangles near the spill in a position that will warn any road users to avoid the spill.
12. Complete a Spill Report Form.

B. List of UTA Reportable Quantities		
Material	Reporting Quantity	
	On Road	In Shops & In Yard
Motor Oils	1 Gallon	5 Gallons
Antifreeze	1 Gallon	5 Gallons
Transmission Fluids	1 Gallon	5 Gallons
Power Steering Fluids	1 Gallon	5 Gallons

Differential Fluids	1 Gallon	5 Gallons
Windshield Washer Fluids	1 Gallon	5 Gallons
Paint	1 Gallon	5 Gallons
Battery Acid/Sulfuric Acid	1 Quart	1 Quart
Methanol	1 Quart	1 Quart
Toluene	1 Quart	1 Quart
Xylene	1 Quart	1 Quart
Acetone	1 Quart	1 Quart
Diesel	1 Gallon	1 Gallon
Gasoline	1 Gallon	1 Gallon
Diesel Additive	1 Gallon	1 Gallon
1, 1, 1 Trichloroethane	1 Quart	1 Quart

Conversion: 1 Gallon = 8 pounds

C. Spill Report Form	
Date: _____	Time: _____ a.m./p.m.
Division: Meadowbrook	
Reporting: Name/Title of Person Responsible for Spill:	
_____ Name	_____ Title
Name/Title of Person Reporting Spill, if Different	
_____ Name	_____ Title
_____ Date of Report	_____ Time of Report
Property Containment	
Did the spill escape UTA property: _____ Yes _____ No	
Location: _____ In Building _____ Outside Building	
Material: _____	

Quantity: _____	Pounds/Gallons
Specific Location on Property: _____	
Cause of Spill: _____	
Absorbent: _____	Approved Absorbent Product Name _____
Evacuation: _____	Immediate Area _____ Building _____ No
Clean Up: _____	Placed Materials in Drum Other Container (Specify) _____
Drum Size/Type: _____	
Injuries: _____	Yes _____ No
Describe: _____	
Other Information:	

EXHIBIT "D"

EEO POLICY

UTAH TRANSIT AUTHORITY CORPORATE POLICY

No. 6.1.8

EQUAL EMPLOYMENT OPPORTUNITY, ANTI-DISCRIMINATION HARASSMENT, AND RETALIATION POLICIES

I. Equal Employment Opportunity.

Utah Transit Authority ("Authority") supports equal employment for all employees and applicants for employment in compliance with both state and federal laws. The Authority does not discriminate against employees or applicants for employment on any prohibited basis, including race, color, national origin, religion, sex, age, disability, veteran status, or genetic information. If any employee believes that he or she or any other employee has been subjected to discriminatory treatment, the employee must notify Toby Alms, the Manager of Civil Rights Compliance. The policy and the process described herein apply to all employees and contractors.

II. Anti-Discrimination, Harassment, and Retaliation Policy.

It is the policy and goal of the Authority to provide its employees with a workplace free of unlawful discrimination, harassment, and retaliation.

A. Prohibited Conduct. The Authority will not tolerate discrimination or harassment because of race, color, national origin, religion, sex, age, disability, pregnancy, childbirth, pregnancy-related conditions, veteran status, or genetic information. Such discrimination or harassment is a violation of state and/or federal law and may result in disciplinary action, up to and including termination.

B. Sexual Harassment.

a. Sexual harassment is a violation of federal law, specifically Title VII of the Civil Rights Act of 1964, as amended, as well as other applicable state and federal laws. The Authority will not tolerate or permit sexual harassment of its employees in any form and such conduct may result in disciplinary action, up to and including termination.

1. Examples of Sexual Harassment. Sexual harassment can take various forms and may be physical, verbal, or visual. By way of non-exclusive example, sexual harassment may include: Continual or repeated offensive sexual flirtations, advances, or propositions, continual or repeated verbal abuse of a sexual nature, graphic verbal commentaries about individuals or individuals' bodies, the use of degrading words or names, or the presence of sexually suggestive objects, pictures, displays, or e-mail in the workplace.

2. A manager's, supervisor's, or co-employee's threat or insinuation, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's work environment or any condition of employment.

3. While the above examples do not provide a complete list of what may constitute sexual harassment under the law, the Authority expects all employees to act professionally and treat each other with respect.

- C. **No Retaliation.** An employee who brings a claim under this Policy in good faith will not be adversely affected or retaliated against nor will any individual who participates as a witness or aids in the resolution of a complaint. The complaint will be properly investigated and any necessary and appropriate remedial action will be taken.

III. Complaint and Investigation Process

- A. If any employee believes that he or she has been subjected to any unlawful discrimination, harassment, or retaliation, the employee must bring the claim to the attention of the employee's supervisor, manager, or Toby Alives, the Manager of Civil Rights Compliance, for investigation within ninety (90) calendar days of the alleged discrimination or harassment.
- B. An employee bringing a Complaint under this Policy shall make a written complaint briefly summarizing the alleged unlawful discrimination, harassment, or retaliation. The Manager of Civil Rights may complete the written complaint on behalf of the employee if necessary. The Manager of Civil Rights shall forward a copy of the complaint to the Office of General Counsel, the Human Resource Department, and the Labor Relations Office, if the complaining employee or the subject of the complaint is a bargaining unit member. The complaint shall be placed in a temporary file until the investigation is complete and shall not be placed in a personnel file.
- C. All complaints will be addressed promptly and documented by the Manager of Civil Rights Compliance or, in the event the Manager of Civil Rights Compliance is unavailable or otherwise unable, the individual designated to investigate a complaint of discrimination or harassment ("Investigator"). Supervisors aware of a complaint should contact the Manager of Civil Rights Compliance about the complaint to ensure proper and lawful handling of the matter. After receipt of a complaint, the Investigator will investigate it and provide written findings of the investigation to the complaining employee, the complaining employee's supervisor, and the subject of the complaint within fifteen (15) calendar days of the conclusion of the investigation. Where a violation of the Authority's policy has occurred, the Investigator will meet with the affected employees and attempt to mediate a resolution to the complaint.
- D. A copy of the written findings shall be forwarded to the Office of General Counsel, the Human Resources Department, and the Labor Relations Office, if the complaining employee or the subject of the complaint is a bargaining unit member. In the event that the Investigator determines that an employee violated this Policy, the complaint and the findings shall be placed in the violating employee's personnel file subject to the outcome of any ensuing appeal. If the Investigator determines that no policy violation occurred, the complaint and findings shall be placed in a No Cause File maintained by the Manager of Civil Rights for the sole purpose of recordkeeping and shall not be placed in the employee's personnel file and shall not

be used in any future employment action or decision, subject to the outcome of any ensuing appeal.

IV. Appeal Process.

- A. Either the complaining employee or the employee who is the subject of the complaint may submit a written appeal including a brief description of the basis of the appeal to the Manager of Civil Rights Compliance, 3600 South 700 West, Salt Lake City, Utah, within ten (10) calendar days of the conclusion of the investigation. The Manager of Civil Rights Compliance will review the appeal with the General Manager and a conciliation meeting with the appealing employee will be scheduled within five (5) calendar days of receiving the appeal. If conciliation is not reached with the appealing employee, the Manager of Civil Rights Compliance will issue a final internal response to the appealing employee within five (5) calendar days of the conciliation meeting.
- B. A copy of the final internal response shall be forwarded to the Office of General Counsel, the Human Resources Department, and the Office of Labor Relations, if the appealing employee or the subject of the appeal is a bargaining unit member.

IV. External Resources.

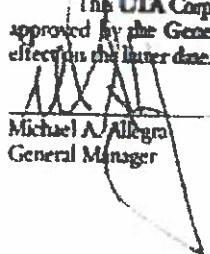
This policy is intended to provide an internal procedure for Employees to report, and for UTA to fully and fairly investigate, complaints relating to possible violations of Title VI and VII of the 1964 Civil Rights Act, as amended and other applicable state and federal laws. This is not intended to replace in whole or in part complaint procedures available to persons who wish to file a complaint, including the procedures of the following:

State of Utah Labor Commission
Anti-Discrimination & Labor Division
160 East 300 South, 3rd Floor
Salt Lake City, Utah 84114-6630
Telephone (801) 222-1234 (Toll Free)

U.S. Equal Employment
Opportunity Commission
1801 L Street, N.W.
Washington, D.C. 20507
Telephone (202) 463-4900
TTE (202) 463-4994

Federal Transit Administration
Region VIII
12500 W. Dakota Ave # 310
Lakewood, Co. 80202-2583
Telephone (720) 963-3300

This UTA Corporate Policy was reviewed by the Corporate Staff on September 11, 2012 and approved by the General Manager on this 22 day of September, 2012 and takes effect on the latter date.


Michael A. Allegra
General Manager

Approved as to form:


Counsel for UTA

Revision History	
Harassment Policy 3.049 Adopted	12/2000
Revised	3/2001
Superseded by Corporate Policy U25.2.1	
Renumbered to 6.1.9	
EEO Policy 3.030 Adopted	12/2000
Superseded by Corporate Policy 5.2.1	
EEO Policy and Harassment Policy Combined to 6.1B	4/27/07
EEO Policy Revised to include references to Genetic Information Discrimination Act of 2008	11/23/11
EEO Policy Revised to reflect recommendations from FTA Compliance Review	2/7/2012
Reporting Process Revised	9/11/2012



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: January 15, 2020

SUBJECT:	Pre-Procurements
AGENDA ITEM TYPE:	Contract Pre-Procurement
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	Utah’s Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.
DISCUSSION:	<p>The following projects, services, or products have an approved requisition by the Executive Director and are ready for bid solicitation:</p> <ul style="list-style-type: none">• Warm Springs Facility Paint Booth Installation: This procurement is for the purchase and installation of a paint booth at the Warm Springs facility, as well as upgrades to the shop if needed. The paint booth will service commuter rail equipment, including all rail cars and locomotives. The need for a paint booth at Warm Springs is essential to the state of good repair, and accident repair for the heavy rail fleet. Funding for the project is included in the 2020 budget. This will be a best-value procurement with contractor selection based on technical criteria in addition to price. (Req 7546)



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Kensey Kunkel, Manager Business Development and Sales
PRESENTER(S): Monica Morton, Fares Director

BOARD MEETING DATE: January 15, 2020

SUBJECT:	Complimentary Fare for 2020 Legislative Staff
AGENDA ITEM TYPE:	Service and Fare Approval
RECOMMENDATION:	Authorize the distribution of 50 complimentary transit passes to part-time legislative staff for the duration of the 2020 Utah Legislative Session (January 27 – March 12, 2020)
BACKGROUND:	UTA has historically provided transit passes to legislative staff who do not receive UTA Eco pass benefits for use during the State Legislative Session. Board Policy 4.1 (Fares) requires board approval for the distribution of complimentary passes that exceed \$5,000.
DISCUSSION:	<p>The 2020 Legislative Session will take place January 27-March 12 at the Utah State Capitol. In the spirit of collaboration, UTA and legislative staff work together to mitigate air pollution and alleviate parking concerns by reducing single occupancy vehicles. In addition to providing more frequent service on Route 200 (formerly Route 500) during the session, UTA has historically provided complimentary EFC passes for legislative staff to travel to and from the Capitol during this time.</p> <p>In 2020, UTA would like to provide 50 passes to part-time legislative staff to travel to and from the State Capitol during the 2020 Legislative Session. These employees are not part of the State Eco pass program.</p>
FISCAL IMPACT:	Total foregone revenue is calculated using historical data from 2017-2019. The average of all three years is \$6,000/annually.
ALTERNATIVES:	Alter quantity of passes or not approve the complimentary fare request
ATTACHMENTS:	None



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: January 15, 2020

SUBJECT:	Sponsored Fare Agreement for Trip Reduction Program/Free Fare Days (Division of Air Quality)
AGENDA ITEM TYPE:	Service and Fare Approval
RECOMMENDATION:	Approve and authorize the Executive Director to execute a contract with the Division of Air Quality (“the Division”) in the amount of \$492,000.
BACKGROUND:	In 2019 House Bill 353, Reduction of Single Occupancy Vehicle Trips Pilot Program, was approved. The bill creates a pilot program by offering free-fares for public transit during select bad air days. Free-fare is an incentive to get more cars off the road to reduce pollution and improve air quality. UTA is partnering with the Division because they will fund the free-fare days with money appropriated from the House Bill.
DISCUSSION:	<p>Upon approval of this contract, UTA will work with the Division and provide up to seven free-fare days to specified riders on designated days. The program will cover a 25-month period from January 1, 2020 through February 28, 2022 with a maximum total of seven days spread over a 25-month period.</p> <p>The services offered will include FrontRunner, TRAX, local bus, Express bus, streetcar and paratransit. UTA will offer ski service if it is feasible to include it.</p> <p>UTA will work with the Division and other partners to communicate free-fare rides through promotional announcements and social media postings.</p> <p>The maximum amount of funding available for reimbursement from the Division to UTA is \$492,000. Funding received will only be used to cover forgone fare revenue. Additional administrative or operating costs incurred by this program will be absorbed by UTA.</p> <p>UTA will administer a survey to riders on free-fare days and will try to capture how riders arrived at their first destination. UTA will work with the Division and provide data so the Division can assess the air quality impacts of the free-fare rides.</p>

CONTRACT SUMMARY:	Contractor Name: Division of Air Quality	
	Contract Number: 20-xxxxx	Existing Contract Value:
	Base Contract Effective Dates: January 1, 2020 through February 28, 2022	Extended Contract Dates:
	Amendment Amount:	New/Total Amount Contract Value: \$492,000.00
	Procurement Method: N/A	Funding Sources: Local
ALTERNATIVES:	Not providing Free Fare Days could result in higher motor vehicle emissions' contributing to inversion and is not compliant with House Bill 353.	
FISCAL IMPACT:	\$492,000.00 in revenue reimbursement.	
ATTACHMENTS:	1) Contract	

TRIP REDUCTION AGREEMENT
between
THE UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY,
DIVISION OF AIR QUALITY
AND
THE UTAH TRANSIT AUTHORITY

WHEREAS, pursuant to Title 19, Chapter 1, Section 105 of the Utah Code, the Utah Department of Environmental Quality, Division of Air Quality (the "Division") administers the provisions of the Air Conservation Act within the State of Utah;

WHEREAS, pursuant to Utah Code § 19-2-101, the purpose of the Air Conservation Act is to achieve and maintain levels of air quality which will protect human health and safety;

WHEREAS, daily, the Division analyzes atmospheric and meteorological data to forecast a three-day Health and Action Forecast in various counties throughout the State, including to forecast "mandatory action days;"

WHEREAS, during the 2019 General Session, the Utah State Legislature ("Legislature") enacted the Reduction of Single Occupancy Vehicle Trips Pilot Program, Utah Code §19-2a-104, instructing the Division to administer a Trip Reduction Program ("Program");

WHEREAS, also during the 2019 General Session, the Legislature appropriated funds to the Division to implement the Program to fund, promote, and analyze free public transportation fares on certain days (referred to as "free fare days") to encourage alternative transportation on days expected to be mandatory action days during fiscal years 2020, 2021 and 2022;

WHEREAS, if available, Utah Code § 19-2a-104 authorizes the Division to also use money donated from a public or private entity to implement the Program, including funding free fare days;

WHEREAS, the Utah Transit Authority (the "Authority"), created under the laws of the State of Utah, provide public transportation services in the State of Utah;

WHEREAS, the Legislature intended portions of its 2019 appropriation for the Program to be pass-through funding¹ to the Authority to fund free fare days;

WHEREAS, pursuant to Utah Code §§ 19-2a-104 and 63J-1-220(2), the Division and the Authority, voluntarily enter into this Agreement for the purpose of promoting, implementing and analyzing alternative transportation by funding, in part, free fare days on the Authority's public transportation services;

NOW, THEREFORE, the Utah Division of Air Quality and the Utah Transit Authority (collectively the "Parties") agree to the following:

1. The Legislature appropriated monies to the Division to implement the Program to:
 - a. fund free fare days on the Authority's public transportation system: Local Bus, Express Bus, TRAX, Streetcar, FrontRunner, Paratransit Services, and Ski Services²; and
 - b. analyze the impact of free fare days on air quality.
2. Accordingly, the Division may reimburse the Authority up to \$492,000 of pass through funding (hereinafter referred to as "Funds") to fund free fare

¹ As defined in Utah Code § 63J-1-220(1)(b)(i).

² Free fare shall not include the Park City-Salt Lake City Connect Service.

days during probable mandatory action days as described in paragraph 7 below.

3. Pursuant to Utah Code § 63J-1-220, the Authority shall be the recipient entity³ to receive pass through funding as reimbursement of fares not collected on free fare days funded by this Agreement.
4. The Authority may only be reimbursed for fare revenue not collected on a free fare day.
5. Except as specifically provided in this the Agreement, the Authority shall provide the free fare services in accordance with Attachment 1, Scope of Work.

Designation of Free Fare Days

6. The Division will post its three-day Health and Action Forecast on its “3 Day Forecast” website at <https://air.utah.gov/forecast.php?id=slc>.
7. The Authority shall select each free fare day as follows:
 - a. Free fare days shall occur during the months of January and February 2020, 2021 and 2022.
 - b. The Authority shall not implement a free fare day on Saturday, Sunday or a State of Utah or federal holiday (“Holiday”).
 - c. The Authority may implement up to a total of seven free fare days funded by this Agreement.
 - d. In 2020, two consecutive free fare days shall occur on the two days following a day in which the Division forecasts a mandatory action day.

³ See Utah Code § 63J-1-220(1)(c).

- e. The Authority may select a “possible” free fare day based on the Division’s Daily Action and Health Forecast analysis for Salt Lake County published on the Division’s “3 Day Forecast” website. Within twenty-four hours of its initial selection of a possible free fare day, the Authority shall notify both the Division’s lead forecaster, Kimberly Kreykes, or an individual identified by the Division by email, and Glade Sowards of the Authority’s initial selection to confirm with the Division that:
 - i. the selected dates are likely to be mandatory action days and
 - ii. the Authority’s survey questions are adequate to allow the Division to analyze the impacts of free fares on air quality.
- f. If the Division receives and reviews ridership and air quality data on the initial two free fare days in 2020 and notifies the Authority in writing that the data was sufficient to analyze the impact of free fares on air quality; then, the Authority may implement an additional two free fare days in 2020 in accordance with paragraph e above.
- g. The Authority may implement additional free fare days funded by this Agreement during 2021 and 2022 in accordance with paragraph e above.

Promotion of Free Fare Days.

- 8. The Authority and the Division shall timely promote free fare days, funded under this Agreement, through tools such as press releases and social media postings.

9. The Parties shall provide copies of press releases to the other party at the time of the initial press release.

Data Collection.

10. For each free fare day partially funded under this Agreement, the Authority shall survey a representative portion of the free fare day ridership as described in Attachment 1, Scope of Work.
11. On before the selection of a possible free fare day as designated in paragraph 7, the Authority shall coordinate with the Division to develop survey questions to ensure that the Authority collects sufficient data to analyze the impacts of free fare days on air quality.

Reimbursement of Lost Fare

12. The Authority may be reimbursed up to \$82,000 for fares not collected on each free fare day that is confirmed by the Division in accordance with paragraph 7.
13. To be reimbursed for uncollected fares on each free fare day, the Authority shall submit an invoice to the Division that specifies:
 - a. this Agreement number;
 - b. the date of the free fare day;
 - c. an itemize list of each transportation system that provided free fare services with the estimated cost of lost fares for each system in which it is seeking to recover lost fares; and
 - d. documentation demonstrating how the Authority calculated the revenue not collected for each transportation system as specified in

Attachment 1, Scope of Work, including data documenting the daily fares collected during the two month period.

14. Within thirty (30) days after a correct invoice is received, the Division will remit the reimbursement to the Authority by mail or electronic funds transfer.
15. The Division reserves the right to request an additional report accounting for lost fare calculations. If requested, the Authority shall submit the additional report within fifteen (15) calendar days of the request.
16. The Division's disbursement of pass through money does not constitute a waiver of any kind, shall not be deemed an endorsement of the services, and is without prejudice to any and all claims that the Division or the State of Utah may pursue against the Authority.

GENERAL PROVISIONS

17. DEFINITIONS: The following terms shall have the meanings set forth below:
 - a. "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Division reserves the right to identify, during and after this Agreement, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b. "The Authority" means the the Utah Transit Authority as the entity to receive funding pursuant to the terms of this Agreement. The Authority as used in this Agreement shall include the Authority's agents, board members, officers, employees, and partners.

c. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

18. GOVERNING LAW AND VENUE: This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

19. LAWS AND REGULATIONS: At all times during this Agreement, the Authority shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

20. EMPLOYMENT PRACTICES: The Authority agrees to abide by the following employment laws: (i) Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin; (iii) 45 C.F.R. § 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) the State of Utah Executive Order No. 2006-0012, dated December 13, 2006,

which prohibits unlawful harassment in the work place. The Authority further agrees to abide by any other laws, regulations, or orders that prohibit discrimination of any kind by any of the Authority's employee who implement free fare days under this Agreement.

21. RECORDS ADMINISTRATION: The Authority shall maintain all records specified in this Agreement. These records shall be retained by the Authority for at least six (6) years after final reimbursement, or until all audits initiated within the six (6) years have been completed, whichever is later. The Authority agrees to allow, at no additional cost, State of Utah auditors, federal auditors or any firm identified by the Division, access to all such records.
22. INDEPENDENT CAPACITY: The Authority shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.
23. INDEMNITY: The Utah Department of Environmental Quality ("UDEQ"), the Division, and the Authority are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code § 63G-7-101 et. seq.). Nothing in this Agreement shall be construed as a waiver by the UDEQ, the Division, or the Authority of any rights, limits, protections, or defenses provided by the Act. Nor shall this Agreement be construed as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Each Party is responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these Parties.

24. **TERMINATION:** This Agreement may be terminated, with cause by the Division, upon written notice. The Authority will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies below. The Authority may terminate this Agreement in writing at any time.
25. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Authority, this Agreement may be terminated in whole or in part at the sole discretion of the Division if the Division reasonably determines that: (i) a change in State legislation or applicable laws materially affects the ability of either Party to perform under the terms of this Agreement; or (ii) that a change in available funds affects the Division's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to, a change in State funding, whether as a result of a legislative act or by order of the Governor.
26. **PUBLIC INFORMATION:** The Authority agrees that this Agreement and related documents, including invoices, ridership surveys and lost fare analyses, shall be public documents and may be available for public and private distribution in accordance with State of Utah, Government Records Access and Management Act ("GRAMA"). The Authority gives the Division and the State of Utah express permission to make copies of this Agreement and related documents in accordance with GRAMA. The Division is not obligated to inform the Authority of any GRAMA requests for disclosure of this Agreement or

related documents.

27. ASSIGNMENT: The Authority may not assign, sell, transfer or delegate any right or obligation under this Agreement, in whole or in part.
28. REMEDIES: Any of the following events will constitute cause for the Division to declare the Authority in default of this Agreement: (i) the Authority's non-performance of its contractual requirements and obligations under this Agreement; or (ii) the Authority's material breach of any term or condition of this Agreement. The Division may issue a written notice of default providing a ten (10) day period in which the Authority will have an opportunity to cure. Time allowed for cure will not diminish or eliminate the Authority's liability for damages. If the default remains after the Authority has been provided the opportunity to cure, the Division may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement or (iii) demand a full refund of any payment that the Division has made to Authority under this Agreement.
29. FORCE MAJEURE: Neither the Division nor the Authority will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that Party's reasonable control.
30. CONFIDENTIALITY: The Authority shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. The Authority shall indemnify, hold harmless, and defend the Division, including anyone for whom the Division is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by the Authority or anyone for whom the Authority

is liable.

31. WAIVER: A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
32. PROCUREMENT ETHICS: The Authority understands that a person who is interested in any way in the receipt of a grant or financial assistance from the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person who participates in the award of the grant or assistance on behalf of the Division whether it is given for their own use or for the use or benefit of any other person or organization.
33. CHANGES IN SCOPE: This Agreement may be altered, modified or supplemented only by written amendment executed by the Parties and attached to the original signed copies of this Agreement.
34. ORDER OF PRECEDENCE: In the event of any conflict in the terms and conditions of this Agreement, the order of precedence shall be: (i) this Agreement, then, (ii) Attachment 1, Scope of Work.
35. SURVIVAL OF TERMS: Termination or expiration of this Agreement shall not extinguish or prejudice the Division's right to enforce this Agreement with respect to any default of this or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Insurance.
36. SEVERABILITY: The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain

in full force and effect.

37. **ERRORS AND OMISSIONS:** The Authority shall not take advantage of any errors and/or omissions in this Agreement. The Authority must promptly notify the Division of any errors and/or omissions that are discovered.
38. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

IN WITNESS WHEREOF, as evidenced by the signatures below, the Parties mutually agree to perform and execute this Agreement. This Agreement shall take effect upon the signature date of the Department of Environmental Quality, Deputy Director.

UTAH TRANSIT AUTHORITY
669 W. 200 S.
Salt Lake City, Utah 84101

STATE OF UTAH
DEPARTMENT OF
ENVIRONMENTAL QUALITY
195 North 1950 West
Salt Lake City, Utah 84116

By: Carolyn Gnot
Executive Director

By: Kim Shelley
Deputy Director

Date:

Date:

DocuSigned by:
Robert K. Biles
9DCFF57B3DEA422...

By: Robert K. Biles
Chief Financial Officer

Date: 1/9/2020

Approved As To Form:

DocuSigned by:
Mike Bell 1/9/2020
C6AB98DD755C44D...

Mike Bell
Assistant Attorney General
Counsel for Utah Transit Authority

Attachment 1
Scope of Work

Nature and Scope of Project:

The primary objective of this pilot program is to fund alternative forms of transportation to lower motor vehicle emissions' contribution to inversions. This is known as the Trip Reduction Program ("Program") which aims to reduce single occupancy trips. The Division of Air Quality ("the Division") will designate, and fund, alternative transportation and work days with money appropriated in House Bill 353.

One form of alternative transportation that has been identified is public transit. The Utah Transit Authority ("the Authority") will work with the Division and provide up to seven free-fare days to specified riders on designated days. This Program will cover a 25-month period from January 1, 2020 through February 28, 2022 with a maximum total of seven (7) free fare days spread over the 25- month period as shown below:

Period	Any time in 2020	January 4, 2021 through February 28, 2022
Free Fare Days	2-4 days	3-5 days

The services offered by the Authority shall include FrontRunner, TRAX, local bus, Express bus, streetcar and paratransit. The Division may elect to include ski service. Ski service shall exclude PC-SLC Connect service unless the Authority determines it is feasible to include it.

The Authority shall help with communications of free-fare rides through promotional announcements and social media postings.

Funding:

Funding received for the Program by the Authority will only be used to cover forgone fare revenue on free-fare days. Additional administrative or operating costs incurred by this program will be absorbed by the Authority.

The maximum amount available for reimbursement to the Authority from the Division for this program is \$492,000. The Division shall reimburse the Authority foregone fare revenue in an amount not-to-exceed \$70,000 for each free-fare day in 2020. If ski service is included as part of free-fare rides the foregone revenue shall include an additional \$12,000. Foregone fare revenue will be updated with new calculated amounts for 2021 and 2022. An amendment to the contract will be made to adjust the reimbursement amounts, which will not exceed \$70,000 per free-fare day or \$82,000 for each free-fare day in which ski services are included. Foregone fare revenue for each free-fare day will be calculated using the foregone revenue calculations outlined below.

The Division shall reimburse no more than two free fare days in 2020 with the option to reimburse two additional days after the Division receives and reviews data from the first two free days in 2020 and if both parties agree in writing. The remaining free-fare days can occur anytime between January 4, 2021 and February 28, 2022.

Payment:

The Authority shall invoice the Division within seven days after the free-fare day occurs for the appropriate forgone revenue for which it is seeking reimbursement. Reimbursement shall be payable no later than 30 days from the receipt of the invoice.

Forgone Revenue Calculations:

The Authority shall estimate the average weekday forgone revenue, excluding holidays, using revenue totals from January and February 2019. This revenue estimate will be used to arrive at the cost charged to DEQ for each free-fare day in 2020. The daily revenue estimate will be updated annually.

To calculate the average weekday forgone revenue the Authority will use passenger fare revenue reports. Revenue will be broken down by G/L account into the following subcategories: Contracts, Farebox, FAREPAY, Paratransit, Vanpool, Pass Sales, Ticket Vending Machine, Mobile Ticketing.

The following assumptions will be used to calculate the average weekday forgone revenue:

- All pass sales and vanpool revenue is excluded
- Daily revenue for January and February will be averaged together
- For contract revenue, all revenue except pay-per-trip and daily contract amounts are excluded
- For paratransit, a daily rate of \$4,500 is included
- It is necessary to split revenue into weekday and weekend amounts. An estimate of 93% will be applied to Farebox, Contracts, Ticket Vending Machine, and Mobile ticketing revenue to eliminate weekend revenue amounts. This estimate is based on actual FAREPAY sales data. This percentage will be adjusted annually.

Timeline:

The Authority shall be prepared to begin implementing free-fare rides after January 16th, 2020. The Authority shall provide free-fare rides only on non-holiday weekdays. The Authority shall select the free-fare day and may elect to have consecutive days. The Authority shall email the DAQ Director and the DEQ Communications Director to provide formal notification of the free-fare days it selects. The Authority shall require two full business days to communicate and operationally prepare for the free-fare day. The first full day of implementation is defined as the day after the email notification is sent.

The Authority shall work with the Division to align the free-fare days with days when the public is notified of the mandatory actions they need to adhere to. To align these days the Authority shall use the three day forecast at <https://air.utah.gov/forecast.php> to monitor the air quality daily. When the air quality has been forecasted as a mandatory action for Salt Lake County on the third day of the forecast the Authority shall contact the Division regarding the possibility of the mandatory action extending longer than three days. If the chances are high, the Authority shall immediately send an email notification and select a free-fare day on the fourth and optional fifth day following the three-day forecast.

Reporting:

The Authority shall support the Division in assessing the air quality impacts of the free-fare rides by providing data including, but not limited to, the following:

- The model year and fuel type of buses and locomotives in the Authority's fleet.

- Specific ridership data for days comparable to free-fare days (e.g., day of week, month of year, special events, etc.)
- An estimate of the change in ridership on free-fare days, including a detailed methodology of how the estimate was developed.

The Authority shall at a minimum administer a survey to riders on every free-fare day for which the Authority is reimbursed. A written summary of the rider survey will be provided to the Division no later than sixty (“60”) days after the free-fare day occurs. The survey will specifically try to capture how riders arrived at their first mode of transit.

The Authority will work with the Division to provide any additional reasonable data and consultation requested by the Division as the need arises. The Division can access additional ridership information through the open data portal.

Deliverables:

A written summary of the rider survey. No additional deliverables will be part of this agreement.



MEMORANDUM TO THE BOARD

TO: Utah Transit Authority Board of Trustees
THROUGH: Carolyn Gonot, Executive Director
FROM: Monica Morton, Fares Director
PRESENTER(S): Monica Morton, Fares Director; Andrea Packer, Director of Communications

BOARD MEETING DATE: January 15, 2015

SUBJECT:	Complimentary Fare for Tumbleweeds Film Festival (Utah Film Center)
AGENDA ITEM TYPE:	Service and Fare Approval
RECOMMENDATION:	Approve the special fare request that all Tumbleweeds Film Festival attendees ride UTA free of charge to the festival using their event ticket in exchange for a marketing sponsorship package worth an estimated \$20,000.
BACKGROUND:	<p>Tumbleweeds Film Festival is organized by staff at the Utah Film Center. It is a film festival for children and youth which features films from around the world and provides culturally-enriching, curated film, and media arts workshops for younger audiences. It is the only film festival for children in the Intermountain West. The staff of the festival conduct specific outreach to refugee and other populations who often don't have transportation options to get to the festival.</p> <p>UTA partnered with Tumbleweeds Film Festival in 2019 to allow ticket holders to ride to the festival free of charge using their event ticket. Attendance in 2019 was 3,600.</p>
DISCUSSION:	<p>Utah Film Center is requesting that UTA participate in the 2020 Tumbleweeds Film Festival as a Marketing Sponsor on March 6-8 and March 12-15. There will be over 16 film screenings spread over those two weekends, which will be held at the City Library and The Leonardo over the two weekends in March 2020. The organizers of the festival project around 7,000 people attending the festival this year, between public weekends and festival field trips.</p> <p>Tickets to this event are valid as transit fare on all UTA services except Ski Bus, Park City and paratransit. The rider must present either an E-ticket PDF printed at home, or the paper ticket. Free transportation on UTA was critical for the involvement for many refugee families and youth, including over 90 refugee youth who attended as a part of a leadership group in 2019.</p> <p>By providing Ticket as Fare for marketing and promotion for the Tumbleweeds Film Festival, UTA is directly promoting ridership to low-income and disadvantaged communities. People will be given the opportunity to ride UTA for what may be the first</p>

<p> </p>	<p>time, and they will learn that it allows their lives to become more accessible. They will be able to attend the festival as well as see how UTA can help them get to other places they need to go, as well.</p> <p>For 2020, Tumbleweeds is estimating the UTA partnership at \$20,000 of in-kind, based on 7,000 projected attendees and overall exposure.</p> <p>In 2020, the Utah Film Center will provide:</p> <ol style="list-style-type: none"> 1. UTA logo acknowledgment on all vouchers 2. UTA logo and acknowledgement on all program guide for the festival 3. UTA logo on on-site printed festival materials, 4. UTA logo on-screen slide prior to each of the 16 films. <p>UTA’s community outreach and support guidelines include directly promoting ridership, providing transit education, and catering to populations that have barriers to riding transit. Tumbleweeds Film Festival provides opportunity for all three of these requirements, which is why it is apt that we continue with the Ticket as Fare sponsorship in 2020.</p>
<p>ALTERNATIVES:</p>	<p>Due to fiscal restraints if the request is denied, there may not be other options for festival participants, specifically low-income and minority populations to arrive at their destination. This will decrease the number of people attending, without a viable alternative to get them there.</p>
<p>FISCAL IMPACT:</p>	<p>It is estimated that the total forgone revenue for this event is \$8,000. The estimate assumes that 30% (2,100) of tumbleweed ticket holders will utilize transit at the public group rate of \$3.75.</p>
<p>ATTACHMENTS:</p>	<p>Contract with Utah Film Center</p>

SPECIAL EVENTS PASS AGREEMENT

This Special Events Pass Agreement (“Agreement”) is entered into on this _____ day of _____, 2020, by and between Tumbleweed Film Festival, a Utah corporation, whose address is _____ (“Sponsor”) and Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”). Sponsor and UTA hereafter collectively referred to as the “parties” and either of the foregoing may be individually referred to as “party,” all as governed by the context in which such words are used.

RECITALS

WHEREAS, Sponsor sponsors the Tumbleweeds Film Festival on the dates of March 6-8 and March 12-15, 2020 at the City Library located at _____.

WHEREAS, Sponsor desires to purchase transit passes for transportation to the Tumbleweeds Film Festival using UTA’s transit system.

WHEREAS, the parties desire to establish a program whereby Sponsor is authorized to purchase transit passes for those attending the Tumbleweeds Film Festival.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants herein and in the Agreements and in the Agreement, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Tumbleweeds Film Festival Pass Program. The Parties agree to establish a Tumbleweeds Film Festival Pass Program whereby Sponsor purchases transit passes for ticket holders attending the Tumbleweeds Film Festival (the “Special Event Transit Pass”).

2. Authorized Users. Upon the terms and conditions contained herein, UTA agrees to allow Sponsor to provide a Special Events Transit Pass to Tumbleweeds Film Festival ticket holders (“Authorized Users”) attending the Tumbleweeds Film Festival at the City Library on the dates of March 6-8 and March 12-15, 2020.

3. Payment. The value of the passes provided by UTA to the Sponsor is \$8000. In exchange for the transit fare, the Tumbleweed Film Festival agrees to give UTA logo acknowledgement on all vouchers all program guides, on-site printed festival materials, and on-screen slides prior to each of the 16 films, which has been valued at \$20,000.

4. Pass Recognized as Fare Payment. An Authorized User’s ticket to the Tumbleweeds Film Festival shall serve as a Special Event Transit Pass when: (1) printed with the UTA logo, attached hereto as Exhibit “A” (the “UTA Logo”) and (2) used for fare payment on The Special Events Transit Pass shall be recognized by UTA as fare payment on all Local Bus Routes, TRAX Light Rail Routes, Streetcar Light Rail, FrontRunner Commuter Rail Routes and Express Bus Routes on the day

of the event. The Special Events Transit Pass shall not be recognized as fare payment on Paratransit Service, Park City Connect Service, or any other special service.

5. Use of the UTA Logo.

a. The UTA Logo, which is attached hereto as Exhibit A, is the sole and exclusive property of UTA. UTA hereby grants Sponsor, so long as it is not in breach of this Agreement, a limited and revocable license to use or print the UTA logo as specified herein. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be in UTA's sole discretion. The UTA Logo may not be altered in any way and must be displayed in the same form as produced by UTA. The UTA Logo must be printed in either black or in the official color of blue and red.

b. The UTA Logo shall be used in a professional manner on all Tumbleweeds Film Festival tickets; on the Tumbleweeds Film Festival main entrance, VIP area, stage banners, website, and posters; and in print advertising for the event. Notwithstanding the foregoing, the UTA Logo may not be used in any manner that, in the sole discretion of UTA: discredits UTA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others violates any law, regulation or other public policy; or mischaracterizes the relationship between UTA and the user, including but not limited to any use of the UTA Logo that might be reasonably construed as an endorsement, approval, sponsorship or certification by UTA of Sponsor, Sponsor's business or organization, or Sponsor's products or services or that might be reasonably construed as support or encouragement to purchase or utilize Sponsor's products or services.

c. Use of the UTA Logo shall create no rights for Sponsor in or to the UTA Logo or their use beyond the terms and conditions of this limited and revocable license. The UTA Logo shall remain at all times the sole and exclusive intellectual property of UTA. UTA shall have the right, from time to time, to request samples of use of the UTA Logo from which it may determine compliance with these terms and conditions. Without further notice, UTA reserves the right to prohibit use of the UTA Logo if it determines, in its sole discretion, that Sponsor's UTA Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit UTA or tarnish its reputation and goodwill, or Sponsor is otherwise in breach of this Agreement.

d. Sponsor agrees to indemnify and hold UTA harmless from any claim for damages, harm, or injury arising from the use by Sponsor of UTA's logo.

6. Pass Distribution. Sponsor shall be solely responsible for issuing Special Event Transit Passes to Authorized Users.

7. Public Transit Services. The Parties understand that the transit services being purchased under this Agreement are public transit services. As such, Authorized Users must comply with all UTA Rider Rules and rules governing the use of public transit services. Authorized Users must present their Special Event Transit Passes as proof of fare payment to UTA bus operators and fare inspectors. Authorized Users who do not have possession of a Special Event Transit Pass must pay the regular fare for the transit service they use. UTA reserves the right to

modify its service and schedules as it deems appropriate in its sole discretion.

8. General Indemnification. Each party hereby agrees to be responsible and assume liability for its own negligent or wrongful acts or omissions or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability, damage, expense, cause of action, suit, claim, judgment, or other action arising from participation in this Agreement. UTA is subject to the provisions of the Utah Governmental Immunity Act and does not waive any legal defenses or benefits available to it under applicable law. Both parties agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

9. Termination. This Agreement shall continue in full force and effect during the term of this Agreement unless it is terminated earlier by either party. Each party may terminate this Agreement in its sole discretion by giving the other party written notice of termination at least thirty (30) days prior to the termination date.

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

11. Third Party Interests. No person not a party to this Agreement shall have any rights or entitlements of any nature under it.

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

13. Costs and Attorney's Fees. If either party pursues legal action to enforce any covenant of this Agreement, the parties agree that all costs and expenses of the prevailing party incident to such legal action, including reasonable attorney fees and court costs shall be paid by the non-prevailing party.

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

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

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

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

18. Force Majeure. In the event of a labor strike, threatened strike, interruption, threatened interruption or other events including war, civil disturbance, act of God, or other events not under the control of UTA which disrupts transit service in all or portions of the transit district, UTA reserves the right to take such action with respect to the routes, including the right to terminate service without notice, as it deems in its best interest, considering the safety of its employees and passengers, and the protection of its transit vehicles

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

SPONSOR: Tumbleweed Film Festival

UTAH TRANSIT AUTHORITY

By: _____ Date: _____

Name: _____

By: _____ Date: _____

Monica Morton
Fares Director

Title: _____

By: _____ Date: _____

Kensley Kunkel
Manager Business Development and Sales

Approved as to Form:

DocuSigned by:
Mike Bell 1/9/2020

Michael Bell
Assistant Attorney General
Counsel for UTA

Exhibit "A"

UTA Logo





MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: January 15, 2020

SUBJECT:	Low-Income Fare Pilot Program
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational report for discussion
BACKGROUND:	Currently UTA has partnerships with several homeless service agencies to purchase discounted fare products. The agencies distribute fares free to the homeless population. During fare policy discussions, the Board of Trustees has expressed an interest in developing a pilot program which would make discounted fare products available to all Human Service Agencies that provide assistance to low-income individuals.
DISCUSSION:	<p>A low-income pilot is being pursued in order to understand the needs of human service organizations and their clients, strengthen and expand our partnerships with these organizations, begin the transition towards electronic fare media, and provide feedback on administrative capabilities.</p> <p>UTA will pilot a program by working directly with Human Service Agencies. UTA's role is to administer a contract, provide discounted fare products, and receive payment. The Human Service Agency's role is to determine client eligibility, purchase fare products, administer the transit program, and distribute the fares at no cost to the client.</p> <p>To administer the pilot effectively UTA will set parameters around key elements that include fare media, fare products, the discount rate and eligibility.</p> <p>Staff will provide a slide presentation which will review each of the key pilot program elements and seek Board of Trustee guidance on the pilot.</p>
ATTACHMENTS:	1) None



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: January 15, 2020

SUBJECT:	UTA Long-Range Plan Process
AGENDA ITEM TYPE:	Discussion
RECOMMENDATION:	Informational Report for Discussion
BACKGROUND:	<p>UTA is comprised of many of departments, service units, and divisions. Each of these groups work diligently to develop plans and approaches to the future, and as a result UTA has multiple documents and visions guiding the work of its staff. These include: fleet plans, capital plans, facilities plans, TOD site plans, bus service plans, safety plans, financial plans, labor plans, and many more. Each of these are important, and must be coordinated to ensure UTA has consistent and aligned priorities and initiatives. Further, developing an overview of all agency planning processes can help to bridge a gap between UTA's efforts and regional transportation plans, which generally limit their focus to new regionally significant efforts.</p>
DISCUSSION:	<p>A UTA Long-Range Plan is proposed to assist UTA with agency alignment and transparency. This new Plan is not intended to replace department-level plans, but instead to help UTA with:</p> <ul style="list-style-type: none">• Plan consistency• Prioritizing expenditures• Timeline and phasing development• Internal coordination• Discovering gaps• Developing and communicating UTA's long-term vision• Bridging gaps between regional and local plans• Understanding outcomes (environmental, social, economic) <p>The final deliverable will include an executive summary, an online presence, and a published document that presents a coordinated and unified vision for UTA plans for the future.</p>

	<p>The Strategic Planning division will serve as:</p> <ul style="list-style-type: none"> • Ambassadors to agency plans • Relationship builders among departments • Plan reviewers and analysts • Communicators, facilitators and coordinators • Creators of the deliverable
ALTERNATIVES:	<p>UTA could chose not to develop an Agency Long-Range Plan. UTA has not historically had such a plan, and could continue without one. However, the lack of a plan creates opportunities for inconsistencies and conflicting efforts throughout the agency’s various departments. Further UTA would miss out on an opportunity to more clearly communicate how the agency is responding to the regional vision for future transit service by planning the use of existing and assumed new resources over time, including <u>all</u> of UTA’s operational needs.</p>
FISCAL IMPACT:	<p>Fiscal impact will be minimal. UTA plans to perform this work in house using existing Strategic Planning staff support. Depending on the final format of the plan, there may be printing expenses, but it is anticipated that these could be absorbed within the Strategic Planning Division budget (6200). It is suggested that the plan be updated every four years or so. The first draft will take the most effort and can be scaled to assure concentration on those elements that UTA senior leadership deems the most important.</p>
ATTACHMENTS:	<p>1) none</p>



MEMORANDUM TO THE BOARD

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

BOARD MEETING DATE: January 15, 2020

SUBJECT:	Closed Session
AGENDA ITEM TYPE:	Closed Session
RECOMMENDATION:	Approve moving to closed session for discussion of collective bargaining and deployment of security personnel, devices, or systems
DISCUSSION:	<p>Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes. The purposes for this closed session are:</p> <ul style="list-style-type: none">• Strategy Session to Discuss Collective Bargaining• Discussion regarding deployment of security personnel, devices, or systems