

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

Wednesday, September 11, 2019, 9:00 a.m.  
Utah Transit Authority Headquarters  
669 West 200 South, Salt Lake City, Utah  
Golden Spike Conference Rooms



- |   |                                  |
|---|----------------------------------|
| <b>1. Call to Order &amp; Opening Remarks</b>   | <b>Chair Carlton Christensen</b> |
| <b>2. Pledge of Allegiance</b>  | <b>Chair Carlton Christensen</b> |
| <b>3. Safety First Minute</b>   | <b>Sheldon Shaw</b>              |
| <b>4. Public Comment Period</b>   | <b>Bob Biles</b>                 |
| <b>5. Approval of August 21, 2019 Board Meeting Minutes</b>   | <b>Chair Carlton Christensen</b> |
| <b>6. Agency Report</b>   | <b>Carolyn Gonot</b>             |
| a. Government Finance Officers Association Award  |                                  |
| <b>7. R2019-09-01 Resolution Appointing the Accountable Executive and Chief Safety Officer for the Authority's Safety Management System</b> | <b>Carolyn Gonot</b>             |
| <b>8. R2019-09-02 Resolution Approving a Fourth Amendment to the Authority's 2019 Budget</b>  | <b>Bob Biles</b>                 |
| <b>9. Service Choices Report</b>  | <b>Laura Hanson</b>              |
| <b>10. Contracts, Disbursements and Grants</b>  |                                  |
| a. Contract: Bond Underwriter (Bank of America Securities)  | Bob Biles                        |
| b. Contract: Bond Underwriter (Wells Fargo Securities)  | Bob Biles                        |
| c. Contract: Bond Underwriter (JP Morgan Securities)  | Bob Biles                        |
| d. Contract: Comprehensive Specialized Transportation Plan Development (RLS Associates, Inc.)   | Ryan Taylor                      |
| e. Contract: Vendor Managed Shop Supply (Grainger)  | Todd Mills                       |
| f. Change Order: On-Call Maintenance Task Order #87-UDOT Queue Cutter Traffic Signal Project (Stacy & Witbeck)                              | Dave Hancock                     |
| g. Pre-Procurement: Electronic Fare Collection Reader Replacement   | Carolyn Gonot                    |

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**11. Discussion Items**

- a. Emergency Management Plans

Amy Cornell-Titcomb

**12. Other Business**

- a. Next meeting: September 18, 2019 at 9:00 a.m.

**Chair Carlton Christensen**

**13. Closed Session**

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

**Chair Carlton Christensen**

**14. Adjourn**

**Chair Carlton Christensen**

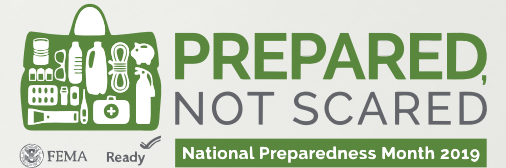
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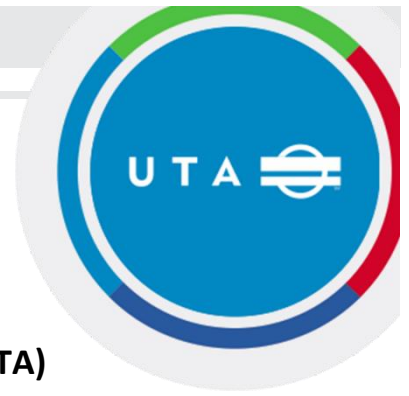
**Public Comment:** Members of the public are invited to provide comment during the public comment period. Comment may be provided in person or online through [www.rideuta.com](http://www.rideuta.com). In order to be considerate of time and the agenda, comments are limited to 2 minutes per individual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

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

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# Be Prepared, Not Scared





**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  
August 21, 2019**

**Board Members Present:**

Carlton Christensen, Chair

Beth Holbrook

Kent Millington

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

**Call to Order, Opening Remarks, and Pledge of Allegiance.** Chair Christensen welcomed attendees and called the meeting to order at 9:01 a.m. Following Chair Christensen's opening remarks, the board and meeting attendees recited the Pledge of Allegiance.

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

**Oath of Office – Executive Director Carolyn Gonot.** The oath of office was administered to Carolyn Gonot, UTA Executive Director.

**Public Comment Period.** Public comment was given by Michael Sheffield. Mr. Sheffield mentioned UTA's service choices initiative and expressed support for transit planning that supports increased ridership.

**Approval of August 7, 2019 Board Meeting Minutes.** A motion to approve the August 7, 2019 Board Meeting Minutes was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

**Agency Report.** Ms. Gonot was joined by Eddy Cumins, UTA Chief Operating Officer. Ms. Gonot reported on her first few days of employment at the agency, including a visit to the Salt Lake

Service Unit bus pull-out on her first day and a customer meet-and-greet event on her second day.

Mr. Cumins spoke about a bus purchase contract with Gillig, which was reduced from 45 buses to 10, with options for purchasing additional buses moved to future years. He noted the reduction came after internal analysis showed that the useful life of other buses already in the fleet could be extended. Brief discussion ensued. A question clarifying the availability of future options was posed by the board and answered by Mr. Cumins.

**Financial Report – July 2019.** Bob Biles, UTA Chief Financial Officer, was joined by Mr. Cumins. Mr. Biles reviewed the July 2019 Financial Report, which included the financial dashboard, sales tax collections, taxable sales by supersectors, quarterly taxable sales growth, expense variance by mode, and expense variance by type. Discussion ensued. Questions on ridership numbers, manufacturing exemption, tax collections on internet sales, and parts expenses were posed by the board and answered by staff.

**R2019-08-04 Resolution Authorizing the Execution of a Certification of Intent to Participate in the Volkswagen Environmental Mitigation Trust Funding Assistance Program for Replacement of Diesel Buses.** Mary DeLoretto, UTA Acting Chief Service Development Officer, summarized the resolution, which authorizes execution of a notice of intent to proceed in securing funding from the Volkswagen Environmental Mitigation Trust Funding Assistance Program. UTA was notified it is eligible to receive funding of \$13,079,240 for up to 20 vehicles. Discussion ensued. Questions on which vehicles will be replaced and at which locations were posed by the board and answered by Ms. DeLoretto.

A motion to approve R2019-08-04 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.**

**Amendment 1 to Memorandum of Understanding with University of Utah for Union Building Bus Bays (University of Utah).** Ms. DeLoretto was joined by Grey Turner, UTA Senior Program Manager for Engineering & Project Development. Ms. DeLoretto indicated the amendment to the memorandum of understanding reflects a cost increase of \$200,293 to the original task order authorized at \$399,400, with \$200,000 of the cost increase being funded by the University of Utah. Discussion ensued. A question on the timeframe for completion of the project was posed by the board and answered by staff.

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

**Change Order: On-Call Maintenance Task Order #85 – University of Utah Union Building Bus Bay Improvements (Stacy and Witbeck).** Ms. DeLoretto stated the change order includes a cost increase of \$200,293 to the original task order. Discussion ensued. It was noted an adjustment on the final documents is needed, changing the signatory title from interim executive director to executive director.

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

**Contract: Davis Salt Lake City Community Connector Bus Rapid Transit Project Engineering and Design Services (AECOM Technical Services).** Ms. DeLoretto described the contract, which includes engineering, design, and environmental services for the Davis Salt Lake City Community Connector Bus Rapid Transit Project, and indicated costs for this portion of the project are covered by \$1.2 million in funding from Davis County.

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

**Change Order: Depot District Clean Fuels Technology Center Construction Manager/General Contractor Phase 2 Change Order 2.** Ms. DeLoretto indicated the contract is for demolition and hazardous waste abatement of the locomotive building and breezeway connecting UTA headquarters. Discussion ensued. Questions on the project timeline, contractor, and utilities capping were posed by the board and answered by Ms. DeLoretto.

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

**Contract: 2019 OnBoard Survey.** Nichol Bourdeaux, UTA Chief Communications & Marketing Officer, stated the contract is for a passenger survey required every five years by Title VI regulations. The contract allows UTA to develop a demographic profile comparing minority and non-minority ridership patterns and fare medium usage. Discussion ensued. Questions on the timeline for survey results, integration of results with the August 2020 change day, modes included in the survey, and qualifications of the contractor were posed by the board and answered by Ms. Bourdeaux.

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

**Contract: Inventory Parts for a Light Rail Vehicle Pantograph Overhaul (Siemens).** Mr. Cumins was joined by Kyle Stockley, UTA Manager of Vehicle Overhaul & Bus Support. Mr. Cumins described the contract, which details the procurement of inventory parts necessary to remanufacture the pantographs on all light rail vehicles. Discussion ensued. Questions on progress on the overhaul program and frequency of pantograph replacements were posed by the board and answered by staff.

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

**Contract: Light Rail Vehicle Coupler Quarter Life Overhaul Parts.** Mr. Cumins was joined by Mr. Stockley. Mr. Cumins summarized the contract, which is for the procurement of necessary parts for UTA in-house mechanics to perform the quarter life overhaul on the couplers on 77 UTA S70 light rail vehicles. Discussion ensued. Questions on the availability of after-market suppliers and whether parts for this project are part of a joint purchase agreement with other transit agencies 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.

**Revenue Contract Amendment: Wheel Truing Services Provided by UTA (Sonoma-Marine Area Rail Transit District).** Mr. Cumins was joined by Jeff LaMora, UTA Light Rail General Manager. Mr. Cumins explained the amendment, which authorizes the continued provision of wheel truing services to the Sonoma-Marine Area Rail Transit District (SMART) through June 30, 2020. Discussion ensued. Questions on profit margin, considerations in pricing for the service, and whether wheel truing work is performed for transit agencies in addition to SMART were posed by the board and answered by staff.

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

**Pre-Procurement: Bulk Fuel Purchase.** Mr. Cumins stated the agency's intent to contract with a bulk fuel provider at all UTA fuel-dispensing facilities. The procurement will allow UTA to assess whether fuel hedging is advantageous over time. Discussion ensued. A question on risks associated with fuel hedging was posed by the board and answered by staff.

## Service and Fare Approvals.

### **Complimentary S-Line Service for Sugar House Backyard Bash Event August 31, 2019.**

Monica Morton, UTA Fares Director, indicated the complimentary fare on the S-Line would minimize local traffic and encourage new ridership during the Sugar House Backyard Bash event on August 31, 2019. She noted that in exchange for the complimentary service, UTA would receive a sponsorship marketing package. Discussion ensued. A question on the modes included in the complimentary service was posed by the board and answered by Ms. Morton.

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

**Complimentary Bus Service for Peach Days September 7, 2019.** Ms. Morton was joined by Andres Colman, UTA Regional General Manager – Mt. Ogden Business Unit. Ms. Morton said the complimentary service, which is provided in partnership with Brigham City and Box Elder County, would provide shuttle service to more than 3,300 riders during Peach Days on September 7, 2019. Discussion ensued. Questions on the location of the shuttle and UTA marketing opportunities associated with the event were posed by the board and answered by staff.

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

**Sponsored Fare by Salt Lake City for Routes 2, 9, and 21.** Ms. Morton spoke about Salt Lake City's desire to sponsor fares on routes with increased service (i.e., routes 2, 9, and 21) to promote ridership. The value of the fare is estimated at \$5,962 per day for all three routes. Discussion ensued. A question on the number of sponsored fare days being negotiated was posed by the board and answered by Ms. Morton.

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

Chair Christensen called for a brief recess at 10:06 a.m.

The meeting resumed at 10:11 a.m.

## Discussion Items.

**Fourth Amendment of the Authority's 2019 Budget (Operating Reallocation).** Mr. Biles was joined by Ms. DeLoretto and Ms. Bourdeaux. Mr. Biles delivered a presentation outlining proposed budget reallocations including:



- From Salt Lake County service (\$1,110,800):
  - Project manager in capital development (\$60,300)
  - Microtransit pilot (\$925,000)
  - Two customer service positions (\$50,100)
  - Customer service software (\$50,000)
  - Bus operations training support specialist (\$25,400)
- Movement of one headcount from legal to supply chain for a procurement and contract specialist (\$36,000)

Discussion ensued. Questions on salaries and benefits, project manager responsibilities, purpose for increase in customer service headcount, customer service structure, and budget reallocations from legal were posed by the board and answered by staff.

**Insurance and Risk Management Report.** Dave Pitcher, UTA Claims & Insurance Manager, provided a report on compliance to the board's policy on risk management and described various types of insurance coverage carried by the agency. Discussion ensued. Questions on liability policies, self-insurance, bonding for facilities recovery necessitated by catastrophic events (e.g., earthquake), property valuation process, management of rideshare insurance at other agencies, and ERISA bonds were posed by the board and answered by Mr. Pitcher. Chair Christensen suggested evaluating the possibility of hiring rideshare drivers as part-time employees as part of an overall risk management strategy. Trustee Holbrook requested a future update on property and vanpool coverage.

#### **Other Business.**

**Next Meeting.** The next meeting of the board will be on Wednesday, August 28, 2019 at 9:00 a.m.

**Closed Session.** Chair Christensen stated there were matters to be discussed in closed session related to a strategy session to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would prevent the public body from completing the transaction on the best possible terms. A motion for a closed session was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously and the board moved into closed session at 11:06 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 12:00 p.m.

**Adjournment.** The meeting was adjourned at 12:01 p.m. by motion.

Transcribed by Cathie Griffiths  
Executive Assistant to the Board Chair  
Utah Transit Authority  
[cgriffiths@rideuta.com](mailto: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/553217.html> for entire content.*

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

UNAPPROVED

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY APPOINTING THE ACCOUNTABLE EXECUTIVE AND CHIEF SAFETY  
OFFICER FOR THE AUTHORITY'S SAFETY MANAGEMENT SYSTEM**

No. R2019-09-01

September 11, 2019

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

WHEREAS, the Authority is also under the Regulation of the Federal Transit Administration ("FTA"); and

WHEREAS, under an FTA regulation, specifically 49 C.F.R. § 673, the Authority must create a Safety Management System ("SMS"), an organization-wide, top-down approach to managing safety risk and assuring the effectiveness of the Authority's safety risk mitigation; and

WHEREAS, under an FTA regulation, specifically 49 C.F.R. § 673.23(d)(2), the Authority must designate a Chief Safety Officer who has the day-to-day responsibility for implementation and operation of the Authority's SMS; and

WHEREAS, the Chief Safety Officer must have a direct line of reporting to the Authority's accountable executive; and

WHEREAS, the Authority, in compliance with the requirements of 49 C.F.R. § 673.23(d)(1), wishes to name the Executive Director, Carolyn Gonot as the Accountable Executive for the Authority's SMS; and

WHEREAS, the Authority, wishes to designate Sheldon Shaw, currently serving as the Acting Manager of Safety and Security as the Authority's Chief Safety Officer, with a direct line of report to the Authority's Executive Director; and

WHEREAS, the Authority recognizes that a direct line of reporting exists between the Chief Safety Officer and the Accountable Executive, in compliance with 49 C.F.R. § 673.23(d)(2).

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

1. That the Board hereby appoints Carolyn Gonot, the Executive Director as the accountable executive, within the meaning of 49 C.F.R. § 673.23(d)(1).

2. That the Board hereby appoints Sheldon Shaw, currently the Acting Manager of Safety and Security as the Chief Safety Officer of the Authority, within the meaning of 49 C.F.R. § 673.23(d)(2).
3. That the Board hereby ratifies any and all actions taken by the Authority's Executive Director, and staff in furtherance of and effectuating the intent of this Resolution.
4. That the corporate seal be attached hereto.

Approved and adopted this 11<sup>th</sup> day of September 2019.

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

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Legal Counsel

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

No. R2019-09-02

September 11, 2019

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

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

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

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

WHEREAS, the Board of Trustees has previously amended the Authority's 2019 Budget on June 19, 2019 in Resolution No. R2019-06-02, on July 31, 2019 in Resolution No. R2019-07-05, and on July 31, 2019 in Resolution No. R2019-07-06;

WHEREAS, reallocations of the 2019 Budget are necessary from the Salt Lake County service account for the addition of one Capital Development Project Manager, two Customer Service positions, customer service support software, one Bus Operations Training Support Specialist, and costs related to a new micro transit pilot program and associated promotional costs;

WHEREAS, reallocation of the 2019 Budget is necessary to add one Procurement and Contract Specialist in the Supply Chain department and reduce one position in the Legal department;

WHEREAS, these reallocation changes necessitate an amendment of the Authority's 2019 Budget;

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

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

1. That the Board of Trustees hereby adopts the Fourth Amendment of the Authority's 2019 Budget attached as Exhibit A.
2. That the corporate seal be attached hereto.

Approved and adopted this 11<sup>th</sup> day of September 2019.

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

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Legal Counsel

Exhibit A





## **2019 Budget Amendment #4**

### **Detailed Operating Budget Reallocation Information**

1. **Reallocation from Salt Lake County Service to Non-operating for the addition of one position (\$60,300).** Adds a Project Manager position in the Capital Development department to assist with additional capital work being funded through the Salt Lake County fourth-quarter sales tax.
  
2. **Reallocation from Salt Lake County Service to Innovative Mobility Services (\$925,000).** Transfers \$925,000 from Salt Lake County service to Innovative Mobility Services for the micro transit pilot program. These funds will cover the costs of the micro transit service (\$800,000) in 2019 as well as promotional work (\$125,000).
  
3. **Reallocation from Salt Lake County Service to Customer Service for the addition of two position (\$100,100).** Adds two Customer Service positions (\$50,100) and customer service support software (\$50,000) which provides text/email to customers who opt-in to specific route information.
  
4. **Reallocation from Salt Lake County Service to Culture and Talent Development for the addition of one Bus Operations Training Support Specialist (\$25,400).** Adds one position to handle administrative duties so that the three trainers can focus more of their time on training to meet a 20% increase in the number of annual trainees.
  
5. **Reallocation from Legal to Supply Chain – Purchasing for the addition of one Procurement & Contracts Specialist position (\$36,000).** As part of the realignment of work previously performed by UTA's legal counsel, the Attorney General's Office and UTA agreed that administrative work associated with contracts would be transferred to UTA's Supply Chain Office. This reallocation moves one headcount from Legal to Supply Chain.



# CONTRACT ROUTING FORM

Department \* Supply Chain

Existing Contract?  Yes

Existing Contract Number \* 19-03036

## Contract Section

Procurement

Board Review Date \* 09/11/2019

Document Type \* Contract

Requisition # Original  
6671

Please upload the necessary documents here	19-03036-3TP BAML Final Contract for signatures.pdf	262.07KB
	Bond Underwriter BofAML.DOCX	14.41KB

Contract Title \* Bond Underwriters Bank of America (BOFA) Securities

Contractor Name \* Bank of America Securities

Description / Purpose \* This is a contract between UTA and BOFA Securities, Inc. for Bond Underwriting services for the issuance of any new money bonds as well as refundings associated with outstanding bonds. Bank of America is one of three bond underwriting firms in the pool of firms from which UTA may select for upcoming bond issues. Depending upon the size of a bond issue, UTA may use one or all of the firms to achieve the lowest true interest rate. Fees for Bank of America (see the attached memo) are based upon the type and size of the bond issue. Present plans are for a \$69.6 million new bond issue. Due to lower interest rates, a refunding may be possible.

Bond underwriters become a member of UTA's financing team for designated bond issues providing input regarding the structure and terms of bond issues, financing tools or strategies that may benefit UTA, and disclosure requirements. Their services include developing a marketing plan to assure that the issue is priced at prevailing market rates to UTA's advantage, if required, providing capital to underwrite unsold balances, and executing the bond sale.

Bond underwriting fees are a cost of the bond issuance and are paid from the bond proceeds.

Contract Administrator \* Pickett, Teresa

Project Manager \* Diaz, Emily

Base Contract Effective Dates \* Beginning  
9/11/2019

\* Ending  
7/30/2024

Contract Type \* SERVICES

Procurement Method \* RFP

Number of Responding Firms 11

Value of Next Lowest Bidder

Base Contract Term (Months) \* 58

Contract Options (Months) \* 0

Option to Renew? \*  Yes  
 No

Extension Start Date

End Date

## Financial Section

Procurement



**MASTER PROFESSIONAL SERVICES AGREEMENT**  
**Bond Underwriting Services**

This Master Professional Services Agreement is entered into and made effective as of the 11th day of September, 2019 (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and BOFA SECURITIES, INC., a Delaware Corporation (“Consultant”).

RECITALS

A. UTA desires to hire one or more professional service providers for qualified underwriting services to prepare and market future bonds.

B. On April 25, 2019, UTA issued Request for Proposal Package Number 19-03036TP (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.

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

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

AGREEMENT

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

**ARTICLE 1.0**  
**Definitions**

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

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

- 1.4 The term “Consultant’s Proposal” shall mean the BofA Securities, Inc. Proposal dated May 16, 2019.
- 1.5 The term “Contract” shall mean this Professional Services Agreement (inclusive of amendments and Change Orders hereto), together with all attached exhibits, all documents incorporated by reference pursuant to Article 26 hereof, and all drawings, reports, studies, industry standards, legal requirements and other items referenced in the foregoing documents.
- 1.6 The term “Indemnitees” shall mean the UTA parties set forth in Section 16.1 of this Contract.
- 1.7 The term “Master Professional Services Agreement” (“PSA”) shall mean the general contract between the Parties containing general terms and conditions and a general statement of work. No actual work or expenditure of funds is authorized by a Master Professional Services Agreement.
- 1.8 The term “Scope of Services” shall mean the services described in or reasonably implied by this Contract including, but not limited to, Exhibit “A” (and all Contract requirements associated with such services).
- 1.9 The term “Task Order” refers to the specific order for underwriting services associated with a specific project. The Task Order shall contain the detailed description of services for the project and the authorized funding for the project.
- 1.10 The term “UTA’s Project Manager” shall mean Emily Diaz, or his/her successor as appointed or designated in writing by UTA.
- 1.11 The term “Work” shall mean any activities undertaken or required to be undertaken by Consultant in conjunction with the Scope of Services or Contract.

**ARTICLE 2.0**  
**Description of Services**

- 2.1 Consultant shall be willing and capable to perform all Work as set forth in the Scope of Services. Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work. However, individual task orders will be issued for specific underwriting projects under this Agreement. No actual work or expenditure of funds is authorized by this master agreement. Each task order will contain an authority to proceed for the specific underwriting project.
- 2.2 Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- 2.3 All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- 2.4 Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.

- 2.5 When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

**ARTICLE 3.0**  
**Day-to-Day Management of the Work**

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

**ARTICLE 4.0**  
**Progress of the Work**

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

**ARTICLE 5.0**  
**Period of Performance**

- 5.1 This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Task Orders have been completed. All Task Orders shall be awarded on or before July 30, 2024. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.
- 5.2 UTA will use best efforts to provide Task Order awards to each awardee, however there is no guarantee for the award of any minimum number of task orders to any particular awardee under this Agreement.

**ARTICLE 6.0**  
**Consideration**

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- 6.2 To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- 6.3 To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the “Not to Exceed Amount”) specified in Exhibit B (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.
- 6.4 UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

**ARTICLE 7.0**  
**Contract Changes**

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

C. In the schedule or completion dates applicable to the Work.

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

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

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

A. The date, circumstances, and source of the change; and

B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

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

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

## **ARTICLE 8.0**

### **Invoicing Procedures and Records**

8.1 N/A BofA Securities does not issue invoices.

## **ARTICLE 9.0**

### **Ownership of Materials**

9.1 All data including, but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, developed by Consultant as a part of its Work under this Contract (collectively and generically referred to in this Article



as “Work Product”) are the property of UTA. All Work Product must be delivered to UTA no later than the completion of the Work and prior to final payment by UTA. In the event this Contract is terminated prior to completion of the Work, then Consultant shall transmit all Work Product completed or in-process as of the date of termination.

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

**ARTICLE 10.0**  
**Subcontracts**

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

**ARTICLE 11.0**  
**Key Personnel**

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

**ARTICLE 12.0**  
**Suspension of Work**

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

Suspension of Work Order shall be considered in negotiating the termination settlement.

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

### **ARTICLE 13.0**

#### **Termination for Convenience; Termination for Cause and Default Remedies**

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

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

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

### **ARTICLE 14.0**

#### **Information, Records, and Reports; Audit Rights**

- 14.1 Consultant shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant's compliance with this Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later), subject to applicable law, rule and regulation and Consultant's internal record retention policies. During this period, such records shall be made available at all reasonable times and upon at least 10 days' notice for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

**ARTICLE 15.0**  
**Findings Confidential**

- 15.1 Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA. Notwithstanding the foregoing, the Consultant may disclose proprietary or confidential information to its affiliates and its and their respective employees, officers, directors, agents, legal counsel, accountants, auditors and other representatives and advisors (collectively, its "Representatives") who are informed of the confidential nature of the proprietary or confidential information and are directed to treat the proprietary or confidential information in a manner consistent with the terms of this Contract.
- 15.2 It is hereby agreed that the following information is not considered to be confidential:
- A. Information already in the public domain;
  - B. Information disclosed to Consultant by a third party who is not known to the Consultant or its Representatives to be prohibited from disclosing the information to the Consultant or its Representatives by a contractual, legal or fiduciary obligation to UTA;
  - C. Information developed by or in the custody of Consultant before entering into this Contract;
  - D. Information developed by Consultant through its work with other clients; and
  - E. Information requested or required to be disclosed by a court order, law, regulation or interrogatory, request for information or documents, subpoena, deposition, administrative proceeding, inspection, audit, civil investigative demand or other legal, governmental or regulatory process.

## ARTICLE 16.0

### General Indemnification and Insurance

- 16.1 The proposed indemnification provisions in this Section 16.1 are not standard in agreements entered into in connection with serving as an underwriter for an offering of municipal securities. The Consultant expects to enter into a mutually acceptable bond purchase agreement with UTA for any series of bonds for which UTA might request Consultant to serve as underwriter. Consultant can only agree to any indemnification provisions that are negotiated in connection with any such bond purchase agreement.
- 16.2 For the duration of this Contract, Consultant shall maintain at its own expense, and provide proof of said insurance to UTA, the following types of insurance:
- A. Occurrence type Commercial General Liability Insurance ISO CG001, with an edition date of 11-88 or later, covering the indemnity and other liability provisions of this Contract, with no exclusions of explosion, collapse or underground hazards. The limits shall be \$1,000,000 per occurrence with an annual aggregate of \$2,000,000. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations."

Bank of America maintains Commercial General Liability coverage (including Bodily Injury & Property Damage, Personal & Advertising Injury, Products & Completed Operations, and Contractual Liability) with limits of \$2,000,000 per occurrence/\$2,000,000 aggregate.

Upon acceptance and award of the contract, Bank of America will issue a certificate of insurance evidencing Utah Transit Authority shall be named as an additional insured with respect to Commercial General Liability as required by written contract.

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

Minimum Limits:

\$1,000,000 each claim

\$2,000,000 annual aggregate

Coverages:

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

Coverage which meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until 3 years past

completion of the Work unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case Consultant will notify UTA. If UTA agrees that such coverage is not reasonably available in the commercial market, Consultant may elect not to provide such coverage.

Bank of America maintains Professional Liability (Errors & Omissions) insurance on a claims-made basis providing coverage for loss or damage due to an act, error, omission, or negligence of Bank of America employees with a primary limit of \$25,000,000.

Bank of America's insurance policies are written annually, thus eliminating the need to obtain an extended reporting provision to include run-off coverage or retroactive dates. Although it is Bank of America's intent to renew all coverages as required in this contract, the Bank reserves the right to self-insure any lines of coverage.

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

Bank of America maintains Automobile Liability insurance with a limit of \$2,000,000 per accident.

- D. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$500,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.

Bank of America maintains Workers' Compensation coverage in compliance with all statutory requirements.

Bank of America maintains Employer's Liability Coverage with limits of \$1,000,000 per occurrence/\$1,000,000 each accident or disease/\$1,000,000 aggregate.

Subrogation will be waived **except** with respect to Workers' Compensation insurance.

- 16.3 On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated

after Consultant's assessment of the exposure for this contract; for its own protection and the protection of UTA. Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Any insurance required of Bank of America should be determined at contract execution.

Bank of America's General Liability and Auto Liability include a blanket additional insured provision for any entity required by contract or agreement to be an additional insured. Due to the size of Bank of America, we cannot provide individual additional insured endorsements or riders. The Certificate of Insurance will evidence Utah Transit Authority as additional insured as required by written contract.

Bank of America's insurance policies are primary and non-contributory to Utah Transit Authority's insurance policies only as it relates to the bank's own negligence arising out of the bank's performance of services and rights and obligations under this agreement.

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

Bank of America will endeavor maintain insurance coverages requested herein and the right to cover under a self-insurance program.

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

Bank of America will furnish certificates of insurance evidencing the coverage referenced herein.

Bank of America will furnish Certificate of Insurance prior to contract and at renewal.

Bank of America will endeavor to provide thirty (30) days written notice upon termination or modification of coverage. Failure to provide such notice shall impose no obligation or liability of any kind upon Bank of America, its agents or representatives.

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

**ARTICLE 17.0**  
**Other Indemnities**

- 17.1 The proposed indemnification provisions in this Section 17.1 are not standard in agreements entered into in connection with serving as an underwriter for an offering of municipal securities. The Consultant expects to enter into a mutually acceptable bond purchase agreement with UTA for any series of bonds for which UTA might request Consultant to serve as underwriter. Consultant can only agree to any indemnification provisions that are negotiated in connection with any such bond purchase agreement.
- 17.2 . The proposed indemnification provisions in this Section 17.2 are not standard in agreements entered into in connection with serving as an underwriter for an offering of municipal securities. The Consultant expects to enter into a mutually acceptable bond purchase agreement with UTA for any series of bonds for which UTA might request Consultant to serve as underwriter. Consultant can only agree to any indemnification provisions that are negotiated in connection with any such bond purchase agreement.

**ARTICLE 18.0**  
**Independent Contractor**

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

**ARTICLE 19.0**  
**Prohibited Interest**

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

**ARTICLE 20.0**  
**Dispute Resolution**

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

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Chief Financial Officer/Head of Public Finance Banking	Five calendar days
UTA's Executive Director/Head of Municipal Markets	Five calendar days

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

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

**ARTICLE 21**  
**Successors and Assignees**

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

**ARTICLE 22.0**  
**Nonwaiver**

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

**ARTICLE 23.0**  
**Notices or Demands**

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

If to UTA:

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

with a required copy to:

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

If to Consultant:

Bank of America Merrill Lynch  
Attn: Jim Calpin  
One Bryant Park, 12<sup>th</sup> Floor  
New York, NY 10036

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



other party.

- 23.3 Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract

**ARTICLE 24.0**  
**Contract Administrator**

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

**ARTICLE 25.0**  
**General Provisions**

- 25.1 Neither this Contract nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Contract to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Contract, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Contract, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.
- 25.2 This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Consultant consents to the jurisdiction of such courts.
- 25.3 The headings of the articles, clauses, and sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 25.4 The parties enter in to this Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.
- 25.5 Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.
- 25.6 This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.
- 25.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.
- 25.8 This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Any signature page of this Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of this Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

- 25.9 Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 9, 13, 14, 15, 16, 17, 19, 20 and 25.

**ARTICLE 26.0**  
**Incorporated Documents**

- 26.1 UTA's RFP 19-03036TP including all federal clauses and other attachments, and Consultant's Proposal, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A and B.

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

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

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

**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_

Carolyn M. Gonot

Executive Director

By \_\_\_\_\_

**BOFA SECURITIES, INC.:**

By  \_\_\_\_\_

James Calpin

Managing Director

Robert K. Biles  
Chief Financial Officer

Approved as to form and content

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Michael Bell  
Assistant Attorney General  
UTA Counsel

Exhibit A – General Scope of Services

The specific statement of work for each underwriting project shall be contained in a separate Task Order which becomes an addendum to this Master PSA.

Exhibit B - Consideration

Costs for underwriting services as described in the RFP. Specific costs and milestone payments shall be described in the individual Task Orders which become addendums to this Master PSA.

This is a contract between UTA and BOFA Securities, Inc. for Bond Underwriting services for the issuance of any new money bonds as well as refundings associated with outstanding bonds. Bank of America is one of three bond underwriting firms in the pool of firms from which UTA may select for upcoming bond issues. Depending upon the size of a bond issue, UTA may use one or all of the firms to achieve the lowest true interest rate. Fees for Bank of America (see the table below) are based upon the type and size of the bond issue. Present plans are for a \$69.6 million new bond issue. Due to lower interest rates, a refunding may be possible.

Bond underwriters become a member of UTA's financing team for designated bond issues providing input regarding the structure and terms of bond issues, financing tools or strategies that may benefit UTA, and disclosure requirements. Their services include developing a marketing plan to assure that the issue is priced at prevailing market rates to UTA's advantage, if required, providing capital to underwrite unsold balances, and executing the bond sale.

**Takedown by Maturity**

Years 1-30	\$1.500
Avg. Takedown	\$1.500

	Proposed Underwriter's Fees							
	\$50 Million		\$100 Million		\$250 Million		\$500 Million	
	<b>Total</b>	<b>\$/1,000</b>	<b>Total</b>	<b>\$/1,000</b>	<b>Total</b>	<b>\$/1,000</b>	<b>Total</b>	<b>\$/1,000</b>
Average Takedown	\$75,000	\$1.500	\$150,000	\$1.500	\$375,000	\$1.500	\$750,000	\$1.500
IPREO (1)	5,112	0.102	10,109	0.101	25,101	0.100	50,088	0.100
CUSIP (2)	913	0.018	913	0.009	913	0.004	913	0.002
DTC	800	0.016	800	0.008	800	0.003	800	0.002
Out of Pocket (3)	2,500	0.050	2,500	0.025	2,500	0.010	2,500	0.005
<b>Total</b>	<b>\$84,325</b>	<b>\$1.686</b>	<b>\$162,689</b>	<b>\$1.627</b>	<b>\$400,231</b>	<b>\$1.601</b>	<b>\$796,135</b>	<b>\$1.592</b>

(1) Assumes use of IPREO Gameday and 2 manager in the syndicate.

(2) Assumes 30 CUSIPS; final expense will be adjusted to reflect actual number of CUSIPS required.

(3) Only reimburses deal-related expenses.

In the even an internet investor presentation is made, there will be a flat fee of \$2,000 (assuming a "slides only" version is used) which may be paid out of costs of issuance

Note: instead of the underwriter's discount if UTA desires.



# CONTRACT ROUTING FORM

Department \* Supply Chain

Existing Contract?  Yes

Existing Contract Number \* 19-03036

## Contract Section

Procurement

Board Review Date \* 09/11/2019

Document Type \* Contract

Requisition # Original  
6671

Please upload the necessary documents here	19-03036-1TP Wells Fargo Final Contract for signatures.pdf	333.41KB
	Bond Underwriter WFS.DOCX	14.18KB

Contract Title \* Bond Underwriters Wells Fargo Securities

Contractor Name \* Wells Fargo Securities

Description / Purpose \* This is a contract between UTA and Wells Fargo Securities for Bond Underwriting services for the issuance of any new money bonds as well as refundings associated with outstanding bonds. Wells Fargo is one of three bond underwriting firms in the pool of firms from which UTA may select for upcoming bond issues. Depending upon the size of a bond issue, UTA may use one or all of the firms to achieve the lowest true interest rate. Fees for Wells Fargo (see the attached memo) are based upon the type and size of the bond issue. Present plans are for a \$69.6 million new bond issue. Due to lower interest rates, a refunding may be possible.

Bond underwriters become a member of UTA's financing team for designated bond issues providing input regarding the structure and terms of bond issues, financing tools or strategies that may benefit UTA, and disclosure requirements. Their services include developing a marketing plan to assure that the issue is priced at prevailing market rates to UTA's advantage, if required, providing capital to underwrite unsold balances, and executing the bond sale.

Bond underwriting fees are a cost of the bond issuance and are paid from the bond proceeds.

Contract Administrator \* Pickett, Teresa

Project Manager \* Diaz, Emily

Base Contract Effective Dates \* Beginning  
9/11/2019

\* Ending  
7/30/2024

Contract Type \* SERVICES

Procurement Method \* RFP

Number of Responding Firms 11

Value of Next Lowest Bidder

Base Contract Term (Months) \* 58

Contract Options (Months) \* 0

Option to Renew? \*  Yes  
 No

Extension Start Date

End Date

## Financial Section

Procurement



**MASTER PROFESSIONAL SERVICES AGREEMENT**  
**Bond Underwriting Services**

This Master Professional Services Agreement is entered into and made effective as of the 11th day of September, 2019 (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and WELLS FARGO BANK, N.A., a Utah Corporation (“Underwriter”).

RECITALS

A. UTA desires to hire one or more professional service providers for qualified underwriting services to prepare and market future bonds.

B. On April 25, 2019, UTA issued Request for Proposal Package Number 19-03036TP (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.

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

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

AGREEMENT

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

**ARTICLE 1.0**  
**Definitions**

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

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



- 1.4 The term “Underwriter’s Proposal” shall mean the Wells Fargo Proposal dated May 16, 2019.
- 1.5 The term “Contract” shall mean this Master Professional Services Agreement (inclusive of amendments and Change Orders hereto), together with all attached exhibits, all documents incorporated by reference pursuant to Article 26 hereof, and all drawings, reports, studies, industry standards, legal requirements and other items referenced in the foregoing documents.
- 1.6 The term “Indemnitees” shall mean the UTA parties set forth in Section 16.1 of this Contract.
- 1.7 The term “Master Professional Services Agreement” (“PSA”) shall mean the general contract between the Parties containing general terms and conditions and a general statement of work. No actual work or expenditure of funds is authorized by a Master Professional Services Agreement.
- 1.8 The term “Scope of Services” shall mean the services described in or reasonably implied by this Contract including, but not limited to, Exhibit “A” (and all Contract requirements associated with such services).
- 1.9 The term “Task Order” refers to the specific order for underwriting services associated with a specific project. The Task Order shall contain the detailed description of services for the project and the authorized funding for the project.
- 1.10 The term “UTA’s Project Manager” shall mean Emily Diaz, or his/her successor as appointed or designated in writing by UTA.
- 1.11 The term “Work” shall mean any activities undertaken or required to be undertaken by Underwriter in conjunction with the Scope of Services or Contract.

**ARTICLE 2.0**  
**Description of Services**

- 2.1 Underwriter shall be willing and capable to perform all Work as set forth in the Scope of Services. Except for items (if any) which this Contract specifically states will be UTA-provided, Underwriter shall furnish all the labor, material and incidentals necessary for the Work. However, individual task orders will be issued for specific underwriting projects under this Agreement. No actual work or expenditure of funds is authorized by this master agreement. Each task order will contain an authority to proceed for the specific underwriting project.
- 2.2 Underwriter shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- 2.3 All Work shall conform to generally accepted standards in the securities industry. Underwriter shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- 2.4 Underwriter shall furnish only qualified personnel and materials necessary for the performance of the Work.

- 2.5 When performing Work on UTA property, Underwriter shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

### **ARTICLE 3.0**

#### **Day-to-Day Management of the Work**

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

### **ARTICLE 4.0**

#### **Progress of the Work**

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

### **ARTICLE 5.0**

#### **Period of Performance**

- 5.1 This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Task Orders have been completed. All Task Orders shall be awarded on or before July 30, 2024. This guaranteed completion date may be extended if Underwriter and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Underwriter under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.
- 5.2 UTA will use best efforts to provide Task Order awards to each awardee, however there is no guarantee for the award of any minimum number of task orders to any particular awardee under this Agreement.

**ARTICLE 6.0**  
**Consideration**

- 6.1 For the performance of the Work, UTA shall pay Underwriter in accordance with Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- 6.2 To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- 6.3 To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Underwriter must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the “Not to Exceed Amount”) specified in Exhibit B (as applicable). Unless and until UTA has notified Underwriter by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Underwriter shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Underwriter to exceed the Not to Exceed Amount.
- 6.4 UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Underwriter owes to UTA under this Contract.

**ARTICLE 7.0**  
**Contract Changes**

- 7.1 UTA’s Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
- A. In the Scope of Services;

- B. In the method or manner of performance of the Work; or
- C. In the schedule or completion dates applicable to the Work.

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

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

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

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

## **ARTICLE 8.0**

### **Invoicing Procedures and Records**

- 8.1 Underwriter shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Underwriter shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Underwriter's entitlement to the requested

payment must be submitted with each invoice. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Underwriter under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Underwriter within thirty (30) calendar days of invoice submittal.

**ARTICLE 9.0**  
**Ownership of Materials**

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

**ARTICLE 10.0**  
**Subcontracts**

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

**ARTICLE 11.0**  
**Key Personnel**

- 11.1 Underwriter shall provide the key personnel as indicated in Underwriter’s Proposal (or other applicable provisions of this Contract).

**ARTICLE 12.0**  
**Suspension of Work**

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

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

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

Upon receipt of a termination notice as provided above, Underwriter shall (i) immediately discontinue all Work affected (unless the notice directs otherwise); (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in

process; and (iii) if Underwriter has any property in its possession belonging to UTA, account for the same, and dispose of it in the manner UTA directs. Underwriter shall remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination. UTA shall calculate termination damages payable under this Contract, shall offset such damages against Underwriter's final invoice, and shall invoice Underwriter for any additional amounts payable by Underwriter (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive.

#### **ARTICLE 14.0**

##### **Information, Records, and Reports; Audit Rights**

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

#### **ARTICLE 15.0**

##### **Findings Confidential**

- 15.1 Any documents, reports, information, or other data and materials available to or prepared or assembled by Underwriter or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Underwriter without consent in writing from UTA. Notwithstanding any other provision contained herein, and provided that advance notice, to the extent practicable and legally permitted (provided that no such notice shall be required for routine regulatory examinations and audits, including self-regulatory examinations), and fair opportunity to contest in order to prevent disclosure is provided to UTA, Underwriter may disclose, and shall not be liable for disclosing, such information to the extent such information is (i) compelled to be disclosed pursuant to a subpoena, judicial order or similar legal process, (ii) requested by a regulatory authority, self-regulatory authority, stock exchange or bank examiner having jurisdiction over the Underwriter or any of its affiliates (iii) otherwise required by law or regulation to be disclosed, or (iv) for evidentiary purposes in any action, proceeding or arbitration related to a transaction performed pursuant to this Contract, or related to the disclosed information, to which the Underwriter is a party.

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

A. Information already in the public domain;

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

**ARTICLE 16.0**

**General Insurance**

16.1 Subject to the indemnification provisions of the actual bond purchase agreement for each transaction Underwriter shall protect, release, defend, indemnify and hold harmless UTA and its trustees, officers, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses (hereinafter collectively "Claims"), brought or made against or incurred by any of the Indemnitees resulting from or arising out of the negligent acts or omissions (actual or alleged) of Underwriter its subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable in conjunction with this Contract or any Work performed hereunder. For the duration of this Contract, Underwriter shall maintain at its own expense, and provide proof of said insurance to UTA, the following types of insurance:

- A. Occurrence type Commercial General Liability Insurance ISO CG001, with an edition date of 11-88 or later, or comparable form, covering the indemnity and other liability provisions of this Contract. The limits shall be \$1,000,000 per occurrence with an annual aggregate of \$2,000,000. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Underwriter, including completed operations in the execution of the duties of this contract."
- B. Professional Liability insurance with the following limits and coverages:

Minimum Limits:

- \$1,000,000 each claim
- \$2,000,000 annual aggregate

Coverages:

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



cancelation or non-renewal

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

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

## **ARTICLE 18.0 Independent Contractor**

- 18.1 Underwriter is an independent contractor and agrees that its personnel will not represent

themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Underwriter is responsible to provide and pay the cost of all its employees' benefits.

**ARTICLE 19.0**  
**Prohibited Interest**

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

**ARTICLE 20.0**  
**Dispute Resolution**

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

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

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager/Underwriter's Project Manager	Five calendar days
UTA's SECOND LEVEL/Underwriter's SECOND LEVEL	Five calendar days
UTA's THIRD LEVEL/Underwriter's THIRD LEVEL	Five calendar days

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

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

**ARTICLE 21**  
**Successors and Assignees**

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

**ARTICLE 22.0**  
**Nonwaiver**

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

**ARTICLE 23.0**

**Notices or Demands**

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

If to UTA:

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

with a required copy to:

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

If to Underwriter:

Wells Fargo Securities  
Attn: Bob Kinney  
299 South Main, 6<sup>th</sup> Floor  
Salt Lake City, UT 84111

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

23.3 Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract

**ARTICLE 24.0**

**Contract Administrator**

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

**ARTICLE 25.0**

**General Provisions**

25.1 Neither this Contract nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Contract to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject

matter of this Contract, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Contract, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.

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

## **ARTICLE 26.0**

### **Incorporated Documents**

- 26.1 UTA's RFP 19-03036TP including all federal clauses and other attachments, and Underwriter's Proposal, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A and B.

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

**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_

Carolyn M. Gonot  
Executive Director

By \_\_\_\_\_

Robert K. Biles  
Chief Financial Officer

Approved as to form and content

\_\_\_\_\_  
Michael Bell  
Assistant Attorney General  
UTA Counsel

**WELLS FARGO BANK, N.A.:**

By [Signature]

Name Robert A. Kinney

Title Managing Director

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Exhibit A – General Scope of Services

Exhibit A – General Scope of Services

The specific statement of work for each underwriting project shall be contained in a separate Task Order which becomes an addendum to this Master PSA.

Exhibit B – Consideration

Costs for underwriting services as described in the RFP. Specific costs and milestone payments shall be described in the individual Task Orders which become addendums to the Master PSA.

This is a contract between UTA and Wells Fargo Securities for Bond Underwriting services for the issuance of any new money bonds as well as refundings associated with outstanding bonds. Wells Fargo is one of three bond underwriting firms in the pool of firms from which UTA may select for upcoming bond issues. Depending upon the size of a bond issue, UTA may use one or all of the firms to achieve the lowest true interest rate. Fees for Wells Fargo (see the table below) are based upon the type and size of the bond issue. Present plans are for a \$69.6 million new bond issue. Due to lower interest rates, a refunding may be possible.

Bond underwriters become a member of UTA's financing team for designated bond issues providing input regarding the structure and terms of bond issues, financing tools or strategies that may benefit UTA, and disclosure requirements. Their services include developing a marketing plan to assure that the issue is priced at prevailing market rates to UTA's advantage, if required, providing capital to underwrite unsold balances, and executing the bond sale.

	Proposed Underwriter's Fees							
	\$50 Million Transaction		\$100 Million		\$250 Million		\$500 Million	
	<u>Total</u>	<u>\$/1,000</u>	<u>Total</u>	<u>\$/1,000</u>	<u>Total</u>	<u>\$/1,000</u>	<u>Total</u>	<u>\$/1,000</u>
<b>Average Takedown</b>	\$1,000,000	\$2.000	\$175,000	\$1.750	\$437,500	\$1.750	\$750,000	\$1.500
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Management Fee</b>	-	-	\$ -	-	\$ -	-	\$ -	-
<b>Underwriting Expenses</b>								
IPREO	5390	0.108	8165	0.082	20,345	0.081	40,645	0.081
CUSIP	1,303	0.026	1,303	0.013	1,303	0.005	1,303	0.003
DTC Charges	800	0.016	800	0.008	800	0.003	800	0.002
Travel & Misc. (1)	1,000	0.020	1,000	0.01	1,000	0.004	1,000	0.002
<b>Total</b>	136,174	0.170	11,268	2.166	23,448	0.094	43,748	0.087
<b>Total Underwriting Spread</b>	\$108,493	\$2.170	\$186,268	\$1.863	\$460,948	\$1.844	\$793,748	\$1.587

(1) Estimated (if necessary) - will be billed as incurred.



# CONTRACT ROUTING FORM

Department \* Supply Chain

Existing Contract?  Yes

Existing Contract Number \* 19-03036

## Contract Section

Procurement

Board Review Date \* 09/11/2019

Document Type \* Contract

Requisition # Original  
6671

Please upload the necessary documents here	19-03036-2TP JP Morgan Final for signatures.pdf	265.18KB
	Bond Underwriter JPMS.DOCX	14.39KB

Contract Title \* Bond Underwriting JP Morgan Securities

Contractor Name \* J.P.Morgan Securities

**Description / Purpose \*** This is a contract between UTA and J.P.Morgan Securities, LLC for Bond Underwriting services for the issuance of any new money bonds as well as refundings associated with outstanding bonds. JPMorgan is one of three bond underwriting firms in the pool of firms from which UTA may select for upcoming bond issues. Depending upon the size of a bond issue, UTA may use one or all of the firms to achieve the lowest true interest rate. Fees for JPMorgan (see the attached memo) are based upon the type and size of the bond issue. Present plans are for a \$69.6 million new bond issue. Due to lower interest rates, a refunding may be possible.

Bond underwriters become a member of UTA's financing team for designated bond issues providing input regarding the structure and terms of bond issues, financing tools or strategies that may benefit UTA, and disclosure requirements. Their services include developing a marketing plan to assure that the issue is priced at prevailing market rates to UTA's advantage, if required, providing capital to underwrite unsold balances, and executing the bond sale.

Bond underwriting fees are a cost of the bond issuance and are paid from the bond proceeds.

Contract Administrator \* Pickett, Teresa

Project Manager \* Diaz, Emily

Base Contract Effective Dates \* Beginning  
9/11/2019

\* Ending  
7/30/2024

Contract Type \* SERVICES

Procurement Method \* RFP

Number of Responding Firms 11

Value of Next Lowest Bidder

Base Contract Term (Months) \* 58

Contract Options (Months) \* 0

Option to Renew? \*  Yes  
 No

Extension Start Date

End Date

## Financial Section

Procurement

Existing Contract Value

Amendment Amount

New/total Contract Value \*

\$ 0.00

\$ 0.00

\$ 955,368.00





**MASTER PROFESSIONAL SERVICES AGREEMENT**  
**Bond Underwriting Services**

This Master Professional Services Agreement is entered into and made effective as of the 11th day of September, 2019 (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and J.P. MORGAN SECURITIES, LLC (“Consultant”).

RECITALS

A. UTA desires to hire one or more professional service providers for qualified underwriting services to prepare and market future bonds.

B. On April 25, 2019, UTA issued Request for Proposal Package Number 19-03036TP (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.

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

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

AGREEMENT

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

**ARTICLE 1.0**  
**Definitions**

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

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

- 1.4 The term “Consultant’s Proposal” shall mean the J. P. Morgan Proposal dated May 16, 2019.
- 1.5 The term “Contract” shall mean this Professional Services Agreement (inclusive of amendments and Change Orders hereto), together with all attached exhibits, all documents incorporated by reference pursuant to Article 26 hereof, and all drawings, reports, studies, industry standards, legal requirements and other items referenced in the foregoing documents.
- 1.6 The term “Master Professional Services Agreement” (“PSA”) shall mean the general contract between the Parties containing general terms and conditions and a general statement of work. No actual work or expenditure of funds is authorized by a Master Professional Services Agreement.
- 1.7 The term “Scope of Services” shall mean the services described in or reasonably implied by this Contract including, but not limited to, Exhibit “A” (and all Contract requirements associated with such services).
- 1.8 The term “Task Order” refers to the specific order for underwriting services associated with a specific project. The Task Order shall contain the detailed description of services for the project and the authorized funding for the project.
- 1.9 The term “UTA’s Project Manager” shall mean Emily Diaz, or his/her successor as appointed or designated in writing by UTA.
- 1.10 The term “Work” shall mean any activities undertaken or required to be undertaken by Consultant in conjunction with the Scope of Services or Contract.

**ARTICLE 2.0**  
**Description of Services**

- 2.1 Consultant shall be willing and capable to perform all Work as set forth in the Scope of Services. Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work. However, individual task orders will be issued for specific underwriting projects under this Agreement. No actual work or expenditure of funds is authorized by this master agreement. Each task order will contain an authority to proceed for the specific underwriting project.
- 2.2 Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- 2.3 All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- 2.4 Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- 2.5 When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental

protection.

**ARTICLE 3.0**  
**Day-to-Day Management of the Work**

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

**ARTICLE 4.0**  
**Progress of the Work**

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

**ARTICLE 5.0**  
**Period of Performance**

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

force and effect until all Task Orders have been completed. All Task Orders shall be awarded on or before July 30, 2024. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

- 5.2 UTA will use best efforts to provide Task Order awards to each awardee, however there is no guarantee for the award of any minimum number of task orders to any particular awardee under this Agreement.

#### **ARTICLE 6.0 Consideration**

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- 6.2 To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- 6.3 To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the “Not to Exceed Amount”) specified in Exhibit B (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.
- 6.4 UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

#### **ARTICLE 7.0 Contract Changes**

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

C. In the schedule or completion dates applicable to the Work.

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

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

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

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

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

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

## **ARTICLE 8.0**

### **Invoicing Procedures and Records**

8.1 Consultant shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Consultant shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant's entitlement to the requested payment must be submitted with each invoice. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to

address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

**ARTICLE 9.0**  
**Ownership of Materials**

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

**ARTICLE 10.0**  
**Subcontracts**

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

**ARTICLE 11.0**  
**Key Personnel**

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

**ARTICLE 12.0**

## **Suspension of Work**

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

## **ARTICLE 13.0**

### **Termination for Convenience; Termination for Cause and Default Remedies**

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

Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all Work affected (unless the notice directs otherwise); (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process; and (iii) if Consultant has any property in its possession belonging to UTA, account for the same, and dispose of it in the manner UTA directs. Consultant shall remit a final invoice for all



services performed and expenses incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination. UTA shall calculate termination damages payable under this Contract, shall offset such damages against Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive.

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

#### **ARTICLE 14.0**

##### **Information, Records, and Reports; Audit Rights**

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

#### **ARTICLE 15.0**

##### **Findings Confidential**

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

to, subpoena, court order or administrative order.

## **ARTICLE 16.0**

### **General Indemnification and Insurance**

- 16.1 For the duration of this Contract, Consultant shall maintain at its own expense, and provide proof of said insurance to UTA, the following types of insurance:
- A. Professional Liability insurance with the following limits and coverages:
- Minimum Limits:
- \$1,000,000 each claim
- \$2,000,000 annual aggregate
- Coverages: Indemnifies Consultant against loss arising from claims of alleged wrongful acts committed in the performance of professional services.
- 16.2 Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received by UTA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- 16.3 UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

## **ARTICLE 18.0**

### **Independent Contractor**

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

## **ARTICLE 19.0**

### **Prohibited Interest**

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

## **ARTICLE 20.0**

### **Dispute Resolution**

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

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

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's SECOND LEVEL/Consultant's SECOND LEVEL	Five calendar days
UTA's THIRD LEVEL/Consultant's THIRD LEVEL	Five calendar days

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

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

**ARTICLE 21**  
**Successors and Assignees**

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

**ARTICLE 22.0**  
**Nonwaiver**

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

**ARTICLE 23.0**  
**Notices or Demands**

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

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

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

If to Consultant:

J. P. Morgan Securities  
ATTN: Antti Suhonen  
10 S Dearborn, Floor 16  
Chicago, IL 60603

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

**ARTICLE 24.0**  
**Contract Administrator**

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

**ARTICLE 25.0**  
**General Provisions**

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

Contract.

- 25.5 Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.
- 25.6 This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.
- 25.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.
- 25.8 This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of this Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.
- 25.9 Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 9, 13, 14, 15, 16, 17, 19, 20 and 25.

#### **ARTICLE 26.0**

##### **Incorporated Documents**

- 26.1 UTA's RFP 19-03036TP including all federal clauses and other attachments, and Consultant's Proposal, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A and B.

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

**UTAH TRANSIT AUTHORITY:**

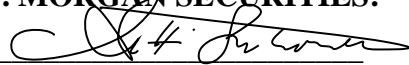
By \_\_\_\_\_

Carolyn M. Gonot  
Executive Director

By \_\_\_\_\_

Robert K. Biles  
Chief Financial Officer

**J.P. MORGAN SECURITIES:**

By  \_\_\_\_\_

Name Antti Suhonen  
Title Executive Director

By \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to form and content

\_\_\_\_\_  
Michael Bell  
Assistant Attorney General  
UTA Counsel

Exhibit A – General Scope of Services

The specific statement of work for each underwriting project shall be contained in a separate Task Order which becomes an addendum to this Master PSA.

Exhibit B – Consideration

Costs for underwriting services as described in the RFP. Specific costs and milestone payments shall be described in the individual Task Orders which become addendums to this Master PSA.

This is a contract between UTA and J.P.Morgan Securities, LLC for Bond Underwriting services for the issuance of any new money bonds as well as refundings associated with outstanding bonds. JPMorgan is one of three bond underwriting firms in the pool of firms from which UTA may select for upcoming bond issues. Depending upon the size of a bond issue, UTA may use one or all of the firms to achieve the lowest true interest rate. Fees for JPMorgan (see the table below) are based upon the type and size of the bond issue. Present plans are for a \$69.6 million new bond issue. Due to lower interest rates, a refunding may be possible.

Bond underwriters become a member of UTA's financing team for designated bond issues providing input regarding the structure and terms of bond issues, financing tools or strategies that may benefit UTA, and disclosure requirements. Their services include developing a marketing plan to assure that the issue is priced at prevailing market rates to UTA's advantage, if required, providing capital to underwrite unsold balances, and executing the bond sale.

Underwriter's Discount	Proposed Underwriter's Fees							
	\$50 Million Transaction(1)		\$100 Million		\$250 Million		\$500 Million	
	<u>Total</u>	<u>\$/1,000</u>	<u>Total</u>	<u>\$/1,000</u>	<u>Total</u>	<u>\$/1,000</u>	<u>Total</u>	<u>\$/1,000</u>
<b>Takedown</b>	\$100,000	\$2.000	\$175,000	\$1.750	\$437,500	\$1.750	\$875,000	\$1.750
<b>Expenses</b>	36,174	0.723	41,647	0.416	56,508	0.226	80,368	0.161
DALCOMP Fee	3,511	0.070	6,810	0.068	17,153	0.069	33,485	0.067
CUSIP Fee	1,027	0.021	1,027	0.010	1,027	0.004	1,027	0.002
DayLoan	836	0.017	3,011	0.030	7,528	0.030	15,057	0.030
DTC Fee	800	0.016	800	0.008	800	0.003	800	0.002
Underwriter's Counsel	25,000	0.500	25,000	0.250	25,000	0.100	25,000	0.050
Travel & Out-of- Pocket	5,000	0.100	5,000	0.050	5,000	0.020	5,000	0.010
<b>Total</b>	<b>\$136,174</b>	<b>\$2.723</b>	<b>\$216,647</b>	<b>\$2.166</b>	<b>\$494,008</b>	<b>\$1.976</b>	<b>\$955,368</b>	<b>\$1.911</b>

(1) Assumes sole managed transactions.

(2) Assumes minimum of 50% liability to senior manager.





# CONTRACT ROUTING FORM

Department \* Supply Chain

Existing Contract?  Yes

Existing Contract Number \* 19-03086

## Contract Section

Procurement

Board Review Date \* 09/11/2019

Document Type \* Contract

Requisition # Original  
6861

Please upload the necessary documents here 19-03086BM Comprehensive Specilaized Transportation Plan-- UTA Contract RLS Signed 8- 5.86MB  
23-19.pdf  
Req 6861.pdf 204.92KB

Contract Title \* Development of a Comprehensive Specialized Transportation Plan

Contractor Name \* RLS and Associates, Inc.

Description / Purpose \* This is a contract for the development of a Comprehensive, Specialized Transportation Plan. RLS and Associates, Inc., is the contractor for these services. The total cost of the project will be \$247,577.32 and the contract completion date is by September 12, 2020.

The UTA Coordinated Mobbity Department was awarded \$250,000 from the Utah State Legislature in the 2019 Session to develop a Comprehensive Specialized Transportation Plan.

A plan developed with consensus from key stakeholders across the Wasatch Front is needed to propose a solution for identified human service transportation gaps for seniors and persons with disabilities. This plan will not focus on low-income populations although many in the cited populations have limited income. The plan will include incremental steps that can be carried out over time with corresponding costs outlined for each step. Many of the tactics in the plan may have the ability to be adapted for rural areas once they are fully implemented on the Wasatch Front.

Contract Administrator \* Motes, Brian

Project Manager \* Allen, Christy

Base Contract Effective Dates \* Beginning  
9/12/2019

\* Ending  
9/12/2020

Contract Type \* Services

Procurement Method \* RFP (Best-value)

Number of Responding Firms 2

Value of Next Lowest Bidder 249,585.00

Base Contract Term (Months) \* 12

Contract Options (Months) \* 0

Option to Renew? \*  Yes  
 No

Extension Start Date

End Date

## Financial Section

Procurement

Existing Contract Value	Amendment Amount	New/total Contract Value *
\$ 0.00	\$ 0.00	\$ 247,577.32
Qty	Unit Price \$	Annual/One-Time Value \$ 247,577.32

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

Attachment  Is the amount an estimate?\*  Yes  No

Account Code\* 2905.5035  
3.92

Capital Project Code NA

Budgeted?\*  Yes  
 No

Funding Source\* Local

Budget amount\* \$ 250,000.00

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

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

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

## Approval Section

1)Legal/Compliance Review\* Bell, Mike

2)Accounting Approval Needed?\*  Yes  No

2)Accounting Review\* Steele, Bryan

3)Risk Approval Needed?\*  Yes  No

3)Risk Review\* Benvegna, Michael

4)IT Approval Needed?\*  Yes  No

5)Add Additional Approval?\*  Yes  No

6)Manager/Program Manager\* Taylor, Ryan Glen

7)Dir, Sr. Mgr, or RGM\* Beveridge, Cherryl A

8)Chief\* Cumins, Donald E

9)Executive Director\* Gonot, Carolyn

\*Board Approval Required\* Board Approval Date

Print this page

**PROFESSIONAL SERVICES AGREEMENT**

**Comprehensive Specialized Transportation Plan**

This Professional Services Agreement is entered into and made effective as of the \_\_\_ day of September, 2019 (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and RLS & ASSOCIATES, INC., with a place of business at 3131 South Dixie Highway, Suite 545, Dayton, OH 45439 ("Consultant").

RECITALS

- A. UTA desires to hire professional services for a Comprehensive Specialized Transportation Plan.
- B. On July 11, 2019, UTA issued Request for Proposal Package Number 19-03086BM ("RFP") encouraging interested parties to submit Proposals to perform the services described in the RFP.
- C. Upon evaluation of the Proposals submitted in response to the RFP, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Consultant is qualified and willing to perform the Work as set forth in the in Exhibit "A" Pricing Proposal and Scope of Services.

AGREEMENT

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

**ARTICLE 1.0**

**Definitions**

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

- 1.1 The term "Change Order" shall mean a written modification to this Contract (the form of which shall be prescribed by UTA) pursuant to which the parties shall mutually agree upon and effect any additions, deletions, or variations in the Work (as such Work is initially defined by this Contract). The scope of modifications may include, without limitation, changes in the: (i) consideration paid to Consultant, (ii) deliverables required to be furnished by Consultant; (iii) method, manner or scope of the Work; or (iv) required performance completion milestones or other Contract schedule requirements.
- 1.2 The term "Claims" shall have the meaning set forth in Section 16.1 of this Contract.
- 1.3 The term "Consultant's Project Manager" shall mean Laura Brown, or his/her successor as appointed or designated in writing by Consultant.
- 1.4 The term "Consultant's Proposal" shall mean RLS & Associates, Inc. Comprehensive Specialized Transportation Plan dated August 6, 2019.

- 15 The term "Contract" shall mean this Professional Services Agreement (inclusive of amendments and Change Orders hereto), together with all attached exhibits, all documents incorporated by reference pursuant to Article 26 hereof, and all drawings, reports, studies, industry standards, legal requirements and other items referenced in the foregoing documents.
- 16 The Order of Precedence for this contract is as follows:
- A. UTA Contract Terms
  - B. UTA Solicitation Terms
  - C. UTA Project Specifications
  - D. Contractor's Bid or Proposal
  - E. Contractor proposed terms and conditions
- Any contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.
- 17 The term "Indemnitees" shall mean the UTA parties set forth in Section 16.1 of this Contract.
- 18 The term "Scope of Services" shall mean the services described in or reasonably implied by this Contract including, but not limited to, Exhibit "A" (and all Contract requirements associated with such services).
- 19 The term "UTA's Project Manager" shall mean Christy Allen or his/her successor as appointed or designated in writing by UTA.
- 1.10 The term "Work" shall mean any activities undertaken or required to be undertaken by Consultant in conjunction with the Scope of Services or Contract.

## **ARTICLE 2.0**

### **Description of Services**

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

### **ARTICLE 3.0**

#### **Day-to-Day Management of the Work**

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

### **ARTICLE 4.0**

#### **Progress of the Work**

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

### **ARTICLE 5.0**

#### **Period of Performance**

- 5.1 This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for a one year period expiring one year from Effective Date listed. Phase 1 to be completed within 5 months (150 days) of signing contract; Phase 2 to be completed within 5 months (150 days) of completion date of Phase 1. This Contract may be further extended if the Consultant and

UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

#### **ARTICLE 6.0 Consideration**

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- 6.2 To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- 6.3 To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.
- 6.4 UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

#### **ARTICLE 7.0 Contract Changes**

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

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

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

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

- 7.3 Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any law or other requirement set forth in this Contract; or (ii) other conditions exist which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:
- A. The date, circumstances, and source of the change; and
  - B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract. Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Consultant's failure to provide timely written notice as provided above shall constitute a waiver of Consultant's rights with respect to such claim.
- 7.4 As soon as practicable, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work compensable under Section 7.1 or 7.3. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

## **ARTICLE 8.0**

### **Invoicing Procedures and Records**

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

## **ARTICLE 9.0**

### **Ownership of Materials**

- 9.1 All data including, but not limited to, maps, drawings, sketches, renderings, software, hardware, trademarks, and specifications, including the original thereof, developed by

Consultant as a part of its Work under this Contract (collectively and generically referred to in this Article as "Work Product") are the property of UTA. All Work Product must be delivered to UTA no later than the completion of the Work and prior to final payment by UTA. In the event this Contract is terminated prior to completion of the Work, then Consultant shall transmit all Work Product completed or in-process as of the date of termination.

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

#### **ARTICLE 10.0**

##### **Subcontracts**

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

#### **ARTICLE 11.0**

##### **Key Personnel**

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

#### **ARTICLE 12.0**

##### **Suspension of Work**

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



of Work Order shall be considered in negotiating the termination settlement.

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

#### **ARTICLE 13.0**

##### **Termination for Convenience; Termination for Cause and Default Remedies**

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

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

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

#### **ARTICLE 14.0**

##### **Information, Records, and Reports; Audit Rights**

- 14.1 Consultant shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase

orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant's compliance with this Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

### **ARTICLE 15.0 Findings Confidential**

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

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

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

### **ARTICLE 16.0 General Indemnification and Insurance**

16.1 Consultant shall protect, release, defend, indemnify and hold harmless UTA and its trustees, officers, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses (hereinafter collectively "Claims"), brought or made against or incurred by any of the Indemnitees resulting from or arising out of the negligent acts or omissions (actual or alleged) of Consultant, its subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable in conjunction with this Contract or any Work performed hereunder. If an employee of Consultant, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against UTA or another Indemnitee, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts.

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

A. Occurrence type Commercial General Liability Insurance ISO CG001, with an edition date of 11-88 or later, covering the indemnity and other liability provisions of this Contract, with no exclusions of explosion, collapse or underground hazards. The limits shall be \$1,000,000 per occurrence with an annual aggregate of \$3,000,000. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations."

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

Minimum Limits:

\$1,000,000 each claim

\$3,000,000 annual aggregate

Coverage:

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

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

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

D. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$500,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.

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

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

- 16.4 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA is 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.
- 16.5 Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.
- 16.6 Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by UTA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- 16.7 UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

#### **ARTICLE 17.0 Other Indemnities**

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

of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

**ARTICLE 18.0**  
**Independent Contractor**

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

**ARTICLE 19.0**  
**Prohibited Interest**

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

**ARTICLE 20.0**  
**Dispute Resolution**

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

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

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

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

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

### Successors and Assignees

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

### ARTICLE 22.0

#### Nonwaiver

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

### ARTICLE 23.0

#### Notices or Demands

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

If to UTA:

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

If to Consultant:

RLS &  
Associates, Inc.  
Attn: Laura Brown  
3131 South Dixie Highway  
Dayton, OH 45439

with a required copy to:

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

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

23.3 Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract

### ARTICLE 24.0

#### Contract Administrator

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

**ARTICLE 25.0**  
**General Provisions**

- 25.1 Neither this Contract nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Contract to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Contract, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Contract, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.
- 25.2 This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Consultant consents to the jurisdiction of such courts.
- 25.3 The headings of the articles, clauses, and sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 25.4 The parties enter in to this Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.
- 25.5 Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.
- 25.6 This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.
- 25.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.
- 25.8 This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of this Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.
- 25.9 Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 9, 13, 14, 15, 16, 17, 19, 20 and 25.

**ARTICLE 26.0**  
**Incorporated Documents**

- 26.1 UTA's RFP 19-03086BM including all federal clauses and other attachments, and Consultant's Proposal, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A, B and C.

## ARTICLE 27.0

### Insurance Coverage Requirements for Consultant Employees

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



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

**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_

Name: Carolyn M. Gonot

Title: Executive Director

By \_\_\_\_\_

Name: D. Eddy Cumins

Title: Chief Operating Officer

**RLS & ASSOCIATES, INC.**

By \_\_\_\_\_

Name: Robbie L. Sarles

Title: President

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Fed ID# 31-1287821

Approved as to Form and Content

\_\_\_\_\_

Name: Michael Bell

Title: Assistant Attorney  
General and UTA Counsel

Reviewed & Recommended

\_\_\_\_\_

UTA Project Manager

UTA CONTRACT NO. 19-03086BM

SAFARI 3  
**Scope of Services**

Immediately after receiving the notice to proceed, the RLS Project Manager will conduct a teleconference with the UTA Project Manager to discuss the elements of the scope of work and an in-person kick-off meeting date.

**PHASE I: EXISTING CONDITIONS ASSESSMENT AND CASE STUDIES RESEARCH**

The RLS team is composed of nationally-recognized experts in the fields of demand response transit, human service transportation, and client-based transportation services. The members of the team have a deep understanding of the subject matter, as well as extensive professional networks and work experience across the country. Leveraging these assets, the team will produce actionable research on existing conditions in the Wasatch Front Region as well as case studies from relevant success stories in the field of specialized transportation services.

**TASK I.1: RESEARCH EXISTING DATA AND STATISTICS TO QUANTIFY THE CURRENT SPECIALIZED TRANSPORTATION SITUATION ON THE WASATCH FRONT**

**Subtask I.1.A: Demographic and Socio-Economic Assessment**

Demographic, socio-economic and development trends are key drivers in transportation demand. As such, the RLS team will prepare maps that reflect changes in key demographic and socio-economic factors such as densities of age, low-income, and zero-vehicle households in the Wasatch Front Region. Maps of existing major trip generators to include employers, residential areas, social/recreational areas, shopping, and medical or human service agencies will be produced. Commuter travel patterns will also be analyzed. Demographic information pertaining to individuals with mobility limitations will also be analyzed using the best available data resources. In many communities, the combination of U.S. Census data and local or regional research efforts conducted by special needs agencies provide the most accurate assessment of population characteristics of individuals with physical, cognitive, intellectual, and developmental disabilities.

The maps of densities and trip generators will be compared to service area maps to illustrate spatial gaps in service or duplications. This data will provide a strong visual tool for UTA and project stakeholders. If demographic data are available from UTA or another trusted local source, the RLS team will use that resource in addition to U.S. Census data and reliable information provided by the transportation agencies or other key stakeholders.

Where changes in major trip generators or demographic trends are identified, the RLS team will work with UTA to analyze the potential cause for the changes or trends and the resulting impact on transportation service needs. For example, if economic development plans do not involve transportation, it is possible that trip generators are built in areas that are underserved by transportation providers.

**Subtask I.1.B: Inventory of Existing Transportation Services**

Prior to initiating the provider research, the RLS team will review the inventory completed during the 2014-2015 survey conducted by the Coordinated Mobility Department on existing transportation options for seniors and persons with disabilities and the results of updates made to the

process required for this planning effort. At this time, the level of detail available from the update of the UtahRideLink.com directory is not known. Therefore, the RLS team proposes to update this inventory, and collect information on the following topics, at minimum:

- ◆ Name of operation
- ◆ Type of operation (fixed-route, demand- responsive, etc.)
- ◆ Service area and clients served
- ◆ Trip purposes
- ◆ Days and hours of operation and level of service
- ◆ Eligibility of riders and trips
- ◆ Fares (if applicable)
- ◆ Routes, zones, services, and schedules (if applicable)
- ◆ Number of passengers and passenger- trips by market segment
  
- ◆ Operating budget and funding sources
- ◆ Fleet characteristics, including vehicle inventory
- ◆ Vehicle utilization, including current use, restrictions and limitations
- ◆ Maintenance arrangements
- ◆ Existing coordination arrangements among other providers
- ◆ Transportation needs identified by their clients
- ◆ Barriers to coordination
- ◆ User characteristics

Each of the items listed above will provide important data to support the development of potential coordinated transportation scenarios. The RLS team will work closely with the project manager at UTA to update the existing inventory with a comprehensive survey. The team will prepare a provider questionnaire that will be sent out to all known transportation providers to obtain current information, with a focus on inventorying their fleets. As needed, the RLS team will interview transportation providers to assess and discuss their current operations and barriers to/benefits of coordinating.

The inventory update will be compiled in a searchable/sortable database, using either Microsoft Excel or Microsoft Access. It will also be summarized in tables, charts, and maps for use in the report as well as in presentations, on websites, etc. The summarized information will be used to conduct an analysis of service area and program gaps.

Gaps in service will be identified using the inventory of existing services and the assessment of transportation needs. There are generally three types of gaps to be considered:

- 1) Geographic gaps indicating unserved areas (both origins and destinations);
- 2) Temporal gaps indicating times or days that are without service; and
- 3) Eligibility gaps indicating population groups who do not have service because of eligibility limitations.

#### COMPREHENSIVE SPECIALIZED TRANSPORTATION PLAN 12

Geographic gaps where target populations have unmet transportation needs will be identified using spatial analysis based on survey data and census information. They will be mapped to identify concentrations of the target population with unmet needs.

For the Rhode Island Public Transit Authority (RIPTA) Coordinated Public Transit-Human Services Transportation Coordinated Plan, AECOM and LSC (sub consultants on this proposal) developed an effective online questionnaire to inventory human service transportation providers. One hundred and seventy-nine (179) human service agencies completed the questionnaire online. Use of an online form is easy for the human service transportation providers to complete and provides measurable analysis tools to the study team. An example dashboard of responses to the RIPTA questionnaire is shown in the following exhibit.

### **Exhibit 1: Rhode Island Transportation Questionnaire Dashboard**

Once the inventory has been updated, the RLS team will work with UTA to add the updated information to UtahRideLink.org, which provides an online catalog of transportation services available in the Wasatch Front Region.

#### **Subtask I.1.C: Identify Transportation Funding**

The RLS team has extensive experience in conducting funding analysis for transportation services. Under this subtask, the team of nationally-recognized public and human services transportation funding experts will analyze the flow and utilization of each Federal, State, and local revenue source

##### **COMPREHENSIVE SPECIALIZED TRANSPORTATION PLAN 13**

Being used for transportation programs in the region. The analysis will detail the amount of funding being used and the cost per trip, mile, and/or hour of service. This analysis will not only clarify the difference between the cost of operating services by mode and program, but also the opportunities to

Potentially share costs and revenue streams to “stretch” the available funds for specialized transportation in the Region. The following table provides an excerpt from a coordinated transportation plan executive summary that identifies transportation funding and performance measures by provider. This information and similar statistics from other providers in the region was used by local stakeholders to seek opportunities to share trips and more efficiently utilize available funding by reducing unnecessary duplications in service. In doing so, the agencies were able to reallocate resources and put more vehicles on the road in the under- or un-served portions of their service areas.

### **Exhibit 2: Sample Revenue Stream and Funding Utilization Summary Table**

**Deliverable:** The RLS team will work to assemble and compile data regarding all current specialized transportation providers in the Wasatch Front Region into a Current Situation Report. The Report will build upon the foundation laid in the 2014-2015 survey conducted by the Coordinated Mobility Department on existing transportation options for seniors and persons with disabilities and incorporate the results of updates made to the UtahRideLink.com directory in 2019. The team will also provide the Microsoft Excel or Access database with raw data to UTA for use in future analysis. The RLS team will be available in the future to respond to requests for clarification regarding inventory data, as needed.

##### **COMPREHENSIVE SPECIALIZED TRANSPORTATION PLAN 14**

### **TASK I.2: CASE STUDIES**

solutions that are appropriate for the Wasatch Front Region. The case studies will include “lessons learned” and “benefits and challenges” as they pertain to achieving coordinated transportation goals and objectives. Regions similar to the Wasatch Front will be identified and analyzed for successful innovations in a variety of structures including centralized and decentralized. Based on the most current available information from the National Transit Database, some peer transit agencies may be:

- ◆ Similar service area population – VIA Metropolitan Transit (San Antonio, TX)
- ◆ Similar service area population and annual fixed route ridership – Charlotte Area Transit System (Charlotte, NC)
- ◆ Similar annual fixed route ridership – Denver Regional Transportation District (Denver, CO)
- ◆ Similar annual demand response ridership – Central Contra Costa Transit Authority (Contra Costa County, CA)
- ◆ Similar annual light rail ridership – Metropolitan Transit Authority of Harris County, Texas (Houston, TX)

In addition to other transit systems, the team will identify specialized transportation programs that are administered by human service or non-profit entities and work in coordination with other local transportation services. The team’s direct experience developing implementable coordinated transportation plans that involve public/private partnerships, technology improvements, breaking down funding silos, initiating services to fill gaps, and other agreements will be valuable to the process of identifying and understanding the most appropriate case studies. Types of innovation examples to be included are, at minimum:

- ◆ Coordination and/or consolidation of programs, resources, and information that result in more effective and increased levels of public transit and human services transportation.
- ◆ Examples of non-traditional transit services (e.g., Transportation Network Companies, automated vehicles, public/private partnerships, micro-transit), programs, and supporting strategies that foster coordination.
- ◆ Funding and mobility management structures and strategies that have been successful for local and regional coordination of resources (both decentralized and centralized).

The project team will further refine the list of peer agencies based on available service and demographic information, as well as input from the UTA staff. Once the case studies list has been finalized (estimated at five to ten programs), these service providers will be surveyed to identify lessons learned in provision of specialized transportation.

Some of the case studies may include programmatic approaches, management and governance structures and strategies, service mode mix, customer prioritization/mode matching, and others. The RLS team will incorporate case studies of special programs that will help explain the benefits and challenges of using new funding sources or using existing sources in a different manner. The case studies will also identify innovative and sustainable funding sources for partnerships and programs that specialize in improving transportation and mobility for targeted groups or purposes such as older

#### COMPREHENSIVE SPECIALIZED TRANSPORTATION PLAN 15

Adults, individuals with disabilities, veterans, workers earning low-incomes, non-emergency medical appointments, or regional subscription services.

The project team will also leverage its familiarity with other systems to identify peers undertaking innovative and successful regional coordinated transportation structures. For example, members of our team have worked extensively with the Massachusetts Department of Transportation in its effort

will use this well of knowledge to highlight the successes and challenges of a centralized approach for the Wasatch Front Region.

**Deliverable:** Upon identifying peer agencies for review, the team will catalogue the approaches they have used, summarize the successes and challenges of those approaches, refine the options applicable to UTA, and compile the results into a written report.

### **TASK I.3: STAKEHOLDER ASSESSMENT**

#### **Subtask I.3.A: Interviews with Stakeholders**

RLS team members will facilitate at least 25 and up to 30 interviews with key stakeholders from across the Region. A standardized approach will be developed in conjunction with the Coordinated Mobility Department to ensure that results from the interviews are comparable yet also contain specific information for each stakeholder organization. Key stakeholders include, but are not limited to representatives from State agencies that use State or Federal funds to support transportation; UDOT Public Transit representatives; major employers; local directors and program managers from agencies that serve older adults and/or individuals with disabilities; UTA representatives including the paratransit team; public, private and non-profit transportation programs; health care organizations; employers and/or economic development organizations; Veterans' organizations; and local and Tribal government representatives. Discussions at the interviews will include topics previously identified by the Coordinated Mobility Department. Furthermore, the stakeholders will be asked to share their concerns about the challenges to coordinating services. Challenges may range from funding limitations to local agency policy or insurance restrictions. The RLS team will research the challenges and provide resources for peer communities that have overcome similar challenges. All issues will be discussed during public meetings and other stakeholder focus group workshops.

In addition to key stakeholder interviews, the RLS team will conduct 25 to 30 interviews with public or human service agency transportation users. These interviews will take place over the phone or in-person. The RLS team will seek opportunities to meet with users at times and locations when they are already gathered such as during meals at senior centers and nutrition sites, at schools or day program meetings. When possible, the RLS team will ask human service agencies and transportation providers to invite users to join in a pre-scheduled small group discussion at their agency. The RLS team will make every effort to go to the user at a place and time when he or she is already at the agency.

User interviews will focus on identifying specific gaps, concerns and suggestions about the ideal transportation services for the area. The team will work to get into as much detail as possible so that the feedback can lead to more relevant and implementable strategies.

**Driver Surveys:** In addition to user and stakeholder organization feedback, the RLS team will prepare a brief survey for drivers to complete. Drivers often know as much or more about the unmet needs and gaps in services than any other person at the agency. Driver surveys will be available online and in paper formats. Alternatively, if face-to-face interviews can be scheduled with drivers, the RLS team will schedule those interviews in coordination with the human service agency or UTA.

### **Subtask I.3.B: Public Involvement**

The RLS team's approach involves a combination of possible outreach opportunities.

First, with input from UTA, the RLS team will prepare a **general public transportation needs survey** specifically for UTA's service area. Surveys will be distributed on-line and in printed formats. Both English and Spanish language surveys will be developed. The goal is to receive 500 to 1,000 completed surveys from the general public with strong representation from the targeted population groups. The RLS team will work with the UTA marketing team to develop the most appropriate outreach method. Employing the following strategies will make survey distribution most effective:

- ◆ Ensuring that accessible versions of the survey are available for people with visual impairments and other disabilities:
  - The team will ensure that UTA Customer Service representatives are trained to read the survey to visually-impaired callers and document responses.
  - The team will work with case managers and advocacy groups to ensure that individuals with visual impairments are aware of the survey and have an opportunity to call UTA or the consultant team to complete the survey by phone or to complete it with the assistance of the case manager/agency staff.
- ◆ Advertising in agency newsletters.
- ◆ Advertising in widely distributed local newspapers.
- ◆ Making printed, paper surveys available at public places such as libraries, coffee shops, food banks, and post offices.
- ◆ Making printed, paper surveys available in human service agency waiting rooms, senior centers, recreation centers, and homeless shelters, and encouraging case managers to distribute and collect the surveys from consumers during appointments.
- ◆ Placing a link to the on-line survey on agency and local government websites, social media pages of local organizations, and in organizational or church/faith-based organization newsletters.
- ◆ Distributing the survey link by email to consumers, students, peer agencies, and/or staff of stakeholder organizations.
- ◆ Assisting UTA with providing an additional resource of posting surveys/polls on the UTA website.

Next, experienced RLS team members will facilitate at least one and up to five public meetings and up to five focus group workshops in approved locations throughout the study area. The RLS team will be proactive in outreach for public meetings and workshops providing one month to three weeks

#### COMPREHENSIVE SPECIALIZED TRANSPORTATION PLAN 17

Minimum advance notice of the meetings. Meetings will be advertised using the following outreach methods, at minimum:

- ◆ Advertising in agency newsletters
- ◆ Advertising in widely distributed local newspapers
- ◆ Mailing invitations to local stakeholder organizations (libraries, human service agencies, media outlets, universities, etc.) and including a flyer for the meeting that could be posted
- ◆ Emailing invitations to local stakeholder organizations and inviting them to help “spread the word” by sharing with their peers who may not be on our distribution lists
- ◆ Posting flyers on public and human service agency vehicles and/or waiting areas
- ◆ Preparing social media announcements to be included in UTA Facebook posts and Twitter

The public meeting discussions will be informative and formatted for feedback from any perspective of the general public. The focus group workshops will be smaller, topic-oriented discussions that will allow the RLS team to dive deeper into the roots of unmet needs and challenges faced while working to address them. For example, focus group sessions may be divided by topic area with representatives who have direct experience in that area present for discussion. Topic areas could include transportation for medical and wellness purposes; transportation for employment/employers/colleges/universities; transportation for individuals with mobility limitations; and/or transportation for older adults; and other transportation providers.

At each session, the RLS team will provide relevant maps and presentations to demonstrate the existing transportation resources in the local area and surrounding communities. Each public meeting will be posted on Facebook Live, if permitted by UTA, for those who are unable to attend in person.

Opportunities to comment on the Facebook page will be available as well and the RLS team will respond to comments. The facilitator will also discuss the identified needs and gaps in services that were identified through the public survey results and/or activities in Tasks 1 and 2. Participants will be asked to provide feedback about their transportation needs or the perceived needs of their communities.

Participants will be invited to prioritize the most significant unmet transportation needs that, from their perspectives, should be addressed through coordinated transportation services. Preliminary concepts to address needs that would be feasible through coordination of services and revenue streams will be discussed with the intent of facilitating a consensus of findings that will lead the team into Phase 2 of the study.

**Subtask I.3.C: Gap and Barriers Identification** At the conclusion of the public and stakeholder involvement process, the RLS team will prepare and present a draft report for UTA. The report will identify needs and gaps that could be addressed through coordination and Mobility Management



strategies that are developed based on resources from multiple program sources.

#### **COMPREHENSIVE SPECIALIZED TRANSPORTATION PLAN 18**

Examples of Mobility Management strategies include, but are not limited to, implementing service changes such as shared trips, changes in service area boundaries, shared grant or program management, coordinated or consolidated scheduling, and shared maintenance. Challenges with implementing the strategies will be identified. The RLS team will investigate and include the limiting factors that may be preventing certain locales from addressing gaps and needs. Each potential strategy and the relevant promising practice case studies will be summarized with sufficient detail.

### **PROJECT PHASE II: IMPLEMENTATION PLAN**

#### **TASK II.1: SERVICE DELIVERY SCENARIO DEVELOPMENT**

Using the perspectives gained through community and stakeholder input from Phase I activities, the RLS team will create a detailed list of potential service delivery scenarios. Once this list of potential scenarios has been developed each will be screened individually for its applicability to meet the needs and capabilities of the planning area stakeholders. Each will include a particular focus on the institutional framework and relationship between local agencies. The team will estimate implementation feasibility, identify responsible parties and order of magnitude costs as part of an assessment of strengths and weaknesses. The objective is to provide enough detail to identify fatal flaws early in the process so that only the most appropriate and effective alternatives are considered.

The list of scenarios will be detailed and summarized in an info graphic layout that identifies the following characteristics, at minimum:

- ◆ Description
- ◆ Target (area and market)
- ◆ Responsible parties in relation to available funding streams
- ◆ Service improvement opportunities, by provider
- ◆ Performance measures
- ◆ Potential challenges to successful implementation/sustainability
- ◆ Maps of potential projects/improvements
- ◆ Order of magnitude costs
- ◆ Technology
- ◆ Role in a centralized regional coordinated specialized transportation picture
- ◆ Role in a decentralized regional coordinated specialized transportation picture
- ◆ Implementation timeline
- ◆ Feasibility of implementation
- ◆ Recommended tools and partnerships
- ◆ Local and regional priority level (as an order of magnitude)

Coordinated transportation can offer better resource management strategies to improve the performance of diverse individual transportation services, as well as overall mobility throughout the Region. A complete range of

up to four potential and realistic service delivery scenarios that – in combination or individually – provide solutions to gaps in service, unmet needs, and major challenges identified in Phase I will be explored for feasibility and effectiveness.

#### **COMPREHENSIVE SPECIALIZED TRANSPORTATION PLAN 19**

There are several potential failure points between development of effective scenarios and the actual successful implementation of those scenarios. Therefore, the RLS team will focus on providing a range of appropriate scenarios that represent the diverse perspectives of local stakeholders and vary by level of centralization. Some scenarios may be successfully implemented with as few as two coordination partners. The success of other scenarios will require partnerships and commitments from multiple organizations into a single, centralized effort.

The RLS team understands that a point of weakness often occurs between accepting the benefits of a potential solution and implementing the solution. The weakness can be caused by various situations. For example, stakeholders may agree to the needed services, but may not understand or have the staff to implement the incremental steps to get it started. Or, an organization may want to participate but a policy or regulatory change is required which delays their efforts. Ultimately, the RLS team understands that the effective scenarios are going to be the ones created specifically for this Region and these stakeholders with a balance of flexibility and boundaries to allow the new service to evolve into exactly what is needed now and in the future.

#### **TASK II.2: FACILITATE A CONSENSUS OF PRIORITIZING SCENARIOS**

Before presenting the scenarios to the stakeholders and public, the RLS team will present the report to the UTA Project Manager and ask him or her to evaluate the potential scenarios by broadly assessing their strengths and weaknesses in terms of feasibility and innovation. Once that evaluation is complete, the range of updated scenarios will be incorporated into a presentation for stakeholders and the public.

The RLS team will present the scenarios to stakeholders and the public in a series of local meetings. The RLS team will work with Coordinated Mobility to determine the number and size of the meetings and if they will be open to the general public or directed to a select group of stakeholders. The RLS team has developed a range of effective tools to assist in the decision-making process. Similar tools will be created specifically for UTA and stakeholder decision-making steps. This sample tool can be based upon information gathered through input on-line (through websites and social media) or from face-to-face interaction.

The RLS team will present a simple matrix to align each detailed scenario with its corresponding need or gap so that stakeholders can correlate the needs with the strategies and prioritize them appropriately. The implementation timeframe may be different from the priority level where funding limitations or other preliminary steps are required before implementation can occur. The RLS team will apply adjustments to the implementation timeframe accordingly.

#### **TASK II.3: DEVELOP PREFERRED SCENARIO AND GENERATE MOMENTUM**

Once the stakeholders have clarified their priorities for the suggested scenarios (Task II.2), the RLS team will prepare the one preferred scenario. This scenario will outline the steps necessary to achieve the stated goal for coordinated and specialized transportation. It is important for the plan to narrow

**COMPREHENSIVE SPECIALIZED TRANSPORTATION PLAN 20**

**COMPREHENSIVE SPECIALIZED TRANSPORTATION PLAN 21**

The three or four possible scenarios to one scenario with specific benchmarks necessary to achieve that scenario's goal. In this way, local stakeholders and partner organizations will have a clearly defined plan to guide them through each incremental step that will lead them to success.

**TASK II.4: COMPLETE THE IMPLEMENTABLE WRITTEN PLAN**

The preferred scenario will be presented with implementation steps, timelines, and incremental and full cost estimates. The plan will also identify performance measures/milestones and responsible parties.

The RLS team will develop a standard adoption and approval form with instructions for use. Securing commitment from a diverse group of agencies, programs, and funding options for coordinated transportation is not only critical but essential to the future and success of the family of specialized transportation resources in the Wasatch Front Region. The formal adoption and approval process will be the exciting final step marking the end of the planning process and the beginning of implementation. Organizations that adopt the plan will also agree to actively participate in implementation of coordinated transportation strategies.

Once all tasks, goals, and objectives have been met and agreed upon by UTA and participating stakeholders, the RLS team will finalize the overall written plan that addresses incremental steps, responsible parties, a timeline, projected costs, and performance measures for the definitive coordinated transportation solution that addresses current and projected needs, gaps and challenges. The plan will be provided in a format that can be used for future funding, planning coordination, and implementation efforts.

**Exhibit B**  
**Payment Schedule and Pricing Proposal**

**All Payments will be made as each task listed below in the Pricing Proposal is satisfactorily completed, invoiced and approved by the UTA Project Manager for payment.**

**The Pricing Proposal follows on the next page.**

CONSULTANT'S LABOR										
Personnel	Direct Hourly Rate	Task I.1	Task I.2	Task I.3	Task II.1	Task II.2	Task II.3	Task II.4	Total Hours	Total Cost
		Research Data and Statistics to Quantify the Situation	Case Studies	Stakeholder Assessment	Service Delivery Scenario	Facilitate A Consensus of Priorities	Develop Preferred Scenario	Complete the Written Plan		
L. Brown, Senior Associate, PM	\$ 53.00	100	8	80	90	100	100	80	558	\$ 29,574.00
C. Campoll, Associate	\$ 38.46	40	8	100	90	90	100	80	508	\$ 19,537.68
J. Schafer, Senior Associate	\$ 47.95			24	90	80	60		254	\$ 12,179.30
R. Garrity, SME	\$ 85.65	6			8			2	18	\$ 1,541.70
N. Bubash, GIS	\$ 15.00	20		20	32			8	80	\$ 1,200.00
<b>Total Hours</b>		<b>168</b>	<b>16</b>	<b>224</b>	<b>310</b>	<b>270</b>	<b>260</b>	<b>170</b>	<b>1418</b>	<b>\$ 64,032.68</b>
Total Task Labor Cost		\$ 7,823.60	\$ 731.68	\$ 9,536.80	\$ 13,712.10	\$ 12,597.40	\$ 12,023.00	\$ 7,608.10		\$ 64,032.68
Fringe (or Overhead) for Labor	94.94%	\$ 7,427.73	\$ 694.66	\$ 9,054.24	\$ 13,018.27	\$ 11,959.97	\$ 11,414.64	\$ 7,223.13		\$ 60,792.64
<b>Total Labor with Fringe</b>		<b>\$ 15,251.33</b>	<b>\$ 1,426.34</b>	<b>\$ 18,591.04</b>	<b>\$ 26,730.37</b>	<b>\$ 24,557.37</b>	<b>\$ 23,437.64</b>	<b>\$ 14,831.23</b>		<b>\$ 124,825.32</b>

REIMBURSABLE EXPENSES										
Description		Task I.1	Task I.2	Task I.3	Task II.1	Task II.2	Task II.3	Task II.4	Total Cost	
		Research Data and Statistics to Quantify the Situation	Case Studies	Stakeholder Assessment	Service Delivery Scenario	Facilitate A Consensus of Priorities	Develop Preferred Scenario	Complete the Written Plan		
Airfare	\$	1,400.00		1,400.00		700.00	700.00	700.00		\$ 4,900.00
Lodging	\$	720.00		1,200.00		360.00	240.00	240.00		\$ 2,760.00
Subsistence	\$	330.00		550.00		165.00	110.00	110.00		\$ 1,265.00
Car Rental	\$	225.00		750.00		225.00	75.00	150.00		\$ 1,425.00
Auto Mileage/Fuel	\$	300.00		300.00		300.00	300.00	300.00		\$ 1,500.00
Parking	\$	28.00		70.00		21.00	21.00	14.00		\$ 154.00
Reproduction/Shipping/Postage/Media	\$	100.00		2,000.00		2,000.00	100.00	200.00		\$ 4,400.00
Conference Calls/Webinar/Survey Monkey	\$	30.00	\$ 30.00	100.00	\$ 100.00	100.00	100.00	100.00		\$ 560.00
<b>Total Reimbursable Expenses</b>	<b>\$</b>	<b>3,133.00</b>	<b>\$ 30.00</b>	<b>\$ 6,370.00</b>	<b>\$ 100.00</b>	<b>\$ 3,871.00</b>	<b>\$ 1,646.00</b>	<b>\$ 1,814.00</b>		<b>\$ 16,964.00</b>

GRAND TOTAL										
Description		Task I.1	Task I.2	Task I.3	Task II.1	Task II.2	Task II.3	Task II.4	Total Cost	
		Research Data and Statistics to Quantify the Situation	Case Studies	Stakeholder Assessment	Service Delivery Scenario	Facilitate A Consensus of Priorities	Develop Preferred Scenario	Complete the Written Plan		
Total Consultant Cost		\$ 15,251.33	\$ 1,426.34	\$ 18,591.04	\$ 26,730.37	\$ 24,557.37	\$ 23,437.64	\$ 14,831.23		\$ 124,825.32
Fixed Fee (10%)	10.0%	\$ 1,525.13	\$ 142.63	\$ 1,859.10	\$ 2,673.04	\$ 2,455.74	\$ 2,343.76	\$ 1,483.12		\$ 12,482.54
<b>Subtotal</b>		<b>\$ 16,776.46</b>	<b>\$ 1,568.97</b>	<b>\$ 20,450.14</b>	<b>\$ 29,403.41</b>	<b>\$ 27,013.11</b>	<b>\$ 25,781.40</b>	<b>\$ 16,314.35</b>		<b>\$ 137,307.86</b>
Reimbursable Expenses:		\$ 3,133.00	\$ 30.00	\$ 6,370.00	\$ 100.00	\$ 3,871.00	\$ 1,646.00	\$ 1,814.00		\$ 16,964.00
Subconsultant Labor										
LSC										
A.T. Stoddard	\$185.00	\$ 3,700.00	\$ 2,960.00	\$ 1,480.00	\$ 11,100.00	\$ 11,100.00	\$ 11,100.00	\$ 2,960.00		\$ 44,400.00
M. McPhelimy	\$85.00	\$ 1,700.00	\$ 6,800.00		\$ 1,700.00	\$ 2,550.00				\$ 12,750.00
AECOM										
J. Cahoon	\$133.06	\$ 2,661.20		\$ 3,991.80	\$ 2,128.96					\$ 8,781.96
K. Oldread	\$112.14	\$ 2,242.80	\$ 1,121.40							\$ 3,364.20
P. Armstrong	\$110.91	\$ 2,218.20								\$ 2,218.20
J. Carey-Ruiz	\$77.90	\$ 1,558.00								\$ 1,558.00
F. Cecunjanin	\$71.77	\$ 2,153.10								\$ 2,153.10
Fehr & Peers										
M. Vyas	\$130.00	\$ 2,080.00		\$ 6,500.00						\$ 8,580.00
S. Tomlin	\$190.00			\$ 9,500.00						\$ 9,500.00
<b>GRAND TOTAL</b>	<b>\$</b>	<b>38,222.76</b>	<b>\$ 12,480.37</b>	<b>\$ 48,291.94</b>	<b>\$ 44,432.37</b>	<b>\$ 44,534.11</b>	<b>\$ 38,527.40</b>	<b>\$ 21,088.35</b>		<b>\$ 247,577.32</b>
<b>PERCENT OF TOTAL PROJECT</b>		<b>15%</b>	<b>5%</b>	<b>20%</b>	<b>18%</b>	<b>18%</b>	<b>16%</b>	<b>9%</b>		



# CONTRACT ROUTING FORM

Department \* Supply Chain

Existing Contract?  Yes

Existing Contract Number \* 19-02992

## Contract Section

Procurement

Board Review Date \* 09/11/2019

Document Type \* Contract

Requisition # Original  
None

Please upload the necessary documents here 19-02992 Grainger Contract Combined.pdf 1.54MB

Contract Title \* Vendor Managed Shop Supply Contract

Contractor Name \* WW Grainger

Description / Purpose \* This is a contract between UTA and WW Grainger to supply all agency requirements for shop supplies to UTA operations, maintenance and administrative staff. The contract is for 5 years with an estimated annual volume of \$1,571,378 and a total contract estimate of \$7,856,890 over 5 years. Specific product pricing for high volume items was proposed as part of the bid, as well as percentage discounts on other items based on commodity. The previous contract was with Fastenal and expires on 7/31/2019.

Grainger will implement Vendor Managed Inventory (VMI) to manage and replenish consignment inventory of all on-site stock. This will include multiple point-of-use vending machines at 8 UTA maintenance shops, as well as additional product stored in each parts room. All nuts, bolts, and other hardware will be purchased at the time of stocking, as well as any special orders that come by email or website.

Invoices will be paid using a P-card at all locations. All dollar amounts listed are estimates of possible overall contract spend.

Contract Administrator \* Burton, Amanda

Project Manager \* Burton, Amanda

Base Contract Effective Dates \* Beginning  
7/10/2019

\* Ending  
7/31/2024

Contract Type \* Other

Please Specify \* On Demand

Procurement Method \* RFP (Best-value)

Number of Responding Firms 3

Value of Next Lowest Bidder

Base Contract Term (Months) \* 60

Contract Options (Months) \* 0

Option to Renew? \*  Yes  
 No

Extension Start Date

End Date

## Financial Section

Procurement

Existing Contract Value

Amendment Amount

New/total Contract Value \*

\$

\$

\$ 7,856,890.00

Qty

Unit Price \$

Annual/One-Time Value

\$ 1,571,378.00

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

One-time

Recurring

Attachment

Is the amount an estimate? \*

Yes  No

**How was the estimate calculated?\*** Based on previous contract 12 month usage times new contracted dollar amounts.

**Account Code\*** Varies across department s

**Capital Project Code** none

**Budgeted?\***  Yes  No

**Funding Source\*** Local

**Budget amount\*** \$ 1,571,378.00

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

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

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

## Approval Section

1)Legal/Compliance Review\* Bell, Mike

2)Accounting Approval Needed?\*  Yes  No

3)Risk Approval Needed?\*  Yes  No

4)IT Approval Needed?\*  Yes  No

5)Add Additional Approval?\*  Yes  No

6)Manager/Program Manager\* Burton, Amanda

7)Dir, Sr. Mgr, or RGM\* Mills, Todd

8)Chief\* Cumins, Donald E

9)Executive Director\* Gonot, Carolyn

\*Board Approval Required\* Board Approval Date

Print this page



**CONTRACT**  
**19-02992AB Shop Supplies**

This contract is made July 10, 2019 between THE UTAH TRANSIT AUTHORITY, a public transit district, organized under the laws of the State of Utah, hereinafter referred to as UTA, and W.W. Grainger, Hereinafter referred to as Grainger or Contractor.

**WITNESSETH:**

WHEREAS, UTA solicited proposals in Request for Proposal (RFP) 19-02992AB for Vendor managed solutions and Shop supplies

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 July 31<sup>st</sup>, 2024
2. **PRICE:** The price to be paid by UTA for the services identified herein is as offered by Contractor in RFP 19-02292 and the modifications accepted in negotiations as accepted in the attached Acceptance of Offer/Award of Contract.
3. **TERMS AND CONDITIONS:** This award consummates the Contract which consists of the Terms and Conditions of the RFP, any Amendments to the RFP and your Offer. No other contractual document is necessary.



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

Addendum No. \_\_\_ Date \_\_\_\_\_ Initial \_\_\_\_\_

Addendum No. \_\_\_ Date None 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.

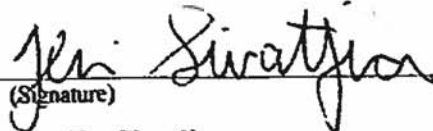
4. Further, this Bid is submitted upon the declaration that I have reviewed the terms and conditions of the RFP, including the Standard Contract Terms, and accept all the terms and conditions stated therein.

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

**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.

**W.W. Grainger, Inc.**  
\_\_\_\_\_  
(Contractor's Name)  
**100 Grainger Parkway**  
\_\_\_\_\_  
(Contractor's Address)  
**Lake Forest, IL 611017**

  
\_\_\_\_\_  
(Signature)  
**Jennifer Sivatjian**  
\_\_\_\_\_  
(Print Name)

**530-570-1328**  
\_\_\_\_\_  
(Contractor's Phone Number)  
**Jennifer.Sivatjian@grainger.com**  
\_\_\_\_\_  
(Contractor's Email Address)  
**36-1150280**  
\_\_\_\_\_  
(Contractor's EIN)

**District Sales Manager**  
\_\_\_\_\_  
(Title)  
**04/29/2019**  
\_\_\_\_\_  
(Date)

**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  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
UTA Representative / Title  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Approved as to Form  
UTA Legal Counsel

## Commodity Based Discounts

Categories	Brand Bided	% off price
Grinding discs	3M	10%
Grinding Wheels	3M	10%
Aluminum Oxide Rolls	3M/DEWALT	10%
Flap Wheels	3M/DEWALT	10%
Roloc Disc Pads	3M	10%
Aluminum Oxide Flap Wheels	3M	10%
Earplugs	HONEYWELL/3M	19%
Noise reducing Earphones	HONEYWELL/3M	19%
Safety Glasses	MCR	19%
Quick change cloth discs	CRC	10%
Wire Brushes	GC	10%
Cleaner chemicals	ZEP-Tough Guy	22%
Safety Wear	CRC SAFETY	19%
Paint Markers all colors	Dykem	14%
Office Supplies	NA	5%
Cushion Clamps	ZSI	14%
Lubricants	CRC	5%
Vacuum filters	Dayton-Rigid	17%
First Aid Supplies	HONEYWELL	19%
Hook and Loop Woven discs	SCOTCH-BRITE	10%
Screws	GUSSETT	35%
Nuts	GUSSETT	35%
bolts	GUSSETT	35%
Pins (Cotter/Clevis/Dowel/Spring/taper/groove)	Regency	35%
Scrub Sponges	SCOTCH-BRITE	17%
Paint Brushes	GC	13%
Spray Paint	DEM-KOTE	13%
Winter Gloves	HONEYWELL	19%
Nitrile Palm Gloves	Nitrile	19%
Nitrile Exam Grade Powder Free disposable gloves	Nitrile	19%
Unlined Straight Cuff embossed Nitrile coated gloves	Nitrile	19%
HiVis Yellow Gloves	CONDOR	19%
Leather work Gloves	CONDOR	19%
Cowhide unlined gloves	CONDOR	19%
Putty Knives All sizes	WESTWARD	14%
Caps and Plugs	WESTWARD	NA
Locking Cable ties	WESTWARD	23%
Coated Abrasives	3M	10%
Non Coated Abrasives	3M	10%
Tools both power and Hand	GC	11%/14%
Drill Bits	Irwin-GC	5%
Tape (Masking/Duct/ UV Resistant/Packing/ Electrical/ flagging/ etc..)	3M	5%
Utility Blades	Stanley	14%

Part #	Part Description	UOM	Brand Quoted	Bid Price	Grainger #
615066-130699	3-3/4" X 9" Doodlebug pad holder kit	Each	3M	\$ 30.60	3U097
0603636	08008 Black Weatherstrip Adhesive	5 oz Tube	3M	\$ 7.09	2KVC4
0600482	8210 N95 seal disposable particulate Respirator	20ct Box	3M	\$ 13.02	3KP43
13540-00159	595 Adhesive Black polyurethane	310 ML	3M	\$ 6.69	4YDG7
0603525	05830 Crème Hardener Tube	2.75oz	3M	\$ 3.67	6KHA9
0600477	Hi Strength 90 Spray Adhesive	17.60oz Aerosol can	3M	\$ 16.69	3MA16
0612677	Black Hi Temp Gasket Silicone	3oz tube	3M	\$ 6.00	2CTF1
0825948	2-3/4"x16-1/2"36E green Corps Stikit Production Sheet	Box	3M	\$367.96	2FWC6
63247	PB BLASTER Penetrating catalyst	11oz Spray can	BLASTER	\$ 2.64	4LRF8
1050045	L/XL HV230 Orange Vest	Each	CONDOR	\$ 2.18	53YN46
121049938	N95 Disposable Particulate Respirator W/ Adj nose Clip	2CT	3M	\$ 13.02	3KP43
1009003V05	5"X8" Pre Moistened lens Cleaning Towelettes	package of 5	CONDOR	\$ 3.60	44X058
1032127	4"x50' B584 Yellow reflective labels	50' roll	BRADY	\$308.81	6XHE3
1032236	4"x100' white label BBP 31 indoor/outdoor Standard	100' roll	BRADY	\$220.14	6UMR2
500193-131632	15" x 19" Oil Heavy weight Oil Plus Sorbent Pad	case of 100	BRADY SPC ABSORBENT S	\$ 38.29	5UZ57
4134675	Hi Pressure Grease	14 Oz	STA LUBE	\$ 4.36	5EVZ0
0604083	Trigger Freeze Spray	12oz	CRC	\$ 13.39	4YPK4
0609269	Insta-Solv degreaser	14oz	CRC	\$ 6.33	4YPJ7
0603870	Dry Film Lubricant Aerosol	10oz Can	CRC	\$ 5.72	4JB33
63276	Food Grade Silicone Lubricant	10oz Can	CRC	\$ 4.32	3EED7
63251	Contact Cleaner 2000	13oz Aerosol	CRC	\$ 14.67	12W317
0690227	Brake cleaner Non-Chlorinated	20oz Aerosol	GUNK	\$ 2.60	1MPZ4
670016-131449	8oz White coffee freams print Paper polyethelene dixie cups	case of 1000	DIXIE	\$ 72.47	15J218
670018-131449	8 oz. White Sage print plastic paper cups hot	case of 1000	DIXIE	\$ 44.71	38V882
12707-00559	MOLYKOTE 55 Oring Grease	5.3oz Tube	SUPER LUBE	\$ 6.93	436P94
0223687	DL2016 Li Battery	Each	GRAINGER APPROVED	\$ 0.27	2CUR7
0215006	D cell Procell Alkaline Battery	12 pack	DURACELL	\$ 7.62	5LE21
0215007	C Procell Alkaline Battery	12 pack	DURACELL	\$ 6.07	5LE22
0215009	9V Procell Alk Btry	Each	DURACELL	\$ 12.42	5LE24
0248995	PL123 Procell Btry	Each	DURACELL	\$ 17.65	11W123
0215008	AA cell Procell Alkaline Battery	Package of 24	DURACELL	\$ 5.65	5LE23
0215010	AAA Procell Alk Battery	Package of 24	DURACELL	\$ 5.65	5LE25

3128867	Orange, Yellow, Blue Tamper Evident Cross Check Fastener Marker	1oz tube	DYKEM	\$ 2.91	4TKH1
60433	6V GP Lantern Btry	Each	DURACELL	\$ 4.89	5LE26
0604848	Splash windshield washer fluid -20	Gallon	SPLASH	\$ 1.36	2EXW5
0601691	FEBREZE	1 liter	FEBREZE	\$ 49.61	2XJ93
91017078	Oil Analysis Kit	1 test bottle + prepaid test			
0601738	Super Maz hand Cleaner refill	2000ML Box	GOJO	\$ 49.26	52RU28
650070-131726	GOJO Natural Oange Pumice Hand Cleaner	Gallon	GOJO	\$ 11.87	12V409
12707-01074	Gasket Sealant	80ML Tube	HYLOMAR	\$ 13.14	13P427
99521041	Joy dish soap lemon scent	12.6oz	DAWN	\$ 37.58	1JYZ5
99563029	Kroil Penetrating Oil	13 oz Aerosol can	LIQUID WRENCH	\$ 2.92	12U388
99701116	ISOFLEX LDS 18 special Lubricant	400g tube			
99701121	ISOFLEX Topas NCA 52 Lubricant	400g Tube			
0611410	Graffiti Remover	Gallon	KRUD KUTTER	\$ 14.35	10K018
0682451	Aerosol Gloss White Int/Ext Maint 5-Ball paint	16 Oz Aerosol can	TOUGH GUY	\$ 2.94	4WGC2
0608449	Dupli Color Protective Rubberized undercoat	20 OZ	DUPLI-COLOR	\$ 3.15	38EM19
0150527	High Performance Krytoz Multi Purpose Lubricant	2oz	LOCTITE	\$ 43.39	4XZ69
62551	SUPER FLEX CLRRTV 300ML	10.1 oz cart	LOCTITE	\$ 14.67	3KMY8
62404	262 THRDLCR 10ml	10 ML bottle	LOCTITE	\$ 11.08	5E214
0150218	290 THRDLCR 10 ml	10 ML bottle	LOCTITE	\$ 10.46	5E216
0150455	294 50ML high temp wicking grade threadlocker	50ml bottle	LOCTITE	\$ 29.11	5E217
0159640	268 High strength threadlocker	9 g stick	LOCTITE	\$ 10.85	3UU56
0150369	277 Threadlocker high strength	10 ML bottle	LOCTITE	\$ 11.53	3KE48
0620608	518 Glange Sealant	50ML tube	LOCTITE	\$ 26.71	49CR95
0620600	567 instant Thread sealant w/PTFE	50ML tube	LOCTITE	\$ 4.21	49CR85
62358	Metal Magic Steel	4 OZ	LOCTITE	\$ 12.15	5TT85
99393621	E-30UT Hysol Epoxy Adhesive	50 MI Dual cartridge	LOCTITE	\$ 11.29	2VRH9
62331	598 Black high proformance RTC silicone	300 ML	LOCTITE	\$ 23.24	12Z233
62586	Chisel Gasket Remover	18oz	LOCTITE	\$ 13.00	4KM53
62400	242 Removable Threadlocker	10 ML bottle	LOCTITE	\$ 11.08	5A228
62519	Anti-seize petroleum silver heavy duty lubricant	12oz	LOCTITE	\$ 12.01	3JDN4
0159637	Petroleum Silver grade General purpose Anti-Seize Lubricant	20g stick	LOCTITE	\$ 4.88	3UU55
62494	Super Flex Red RTV Silicone	12oz	LOCTITE	\$ 6.33	5E223
62549	Superflex Clear RTV adhesive	2.7oz tube	LOCTITE	\$ 4.59	3KMY7
0159638	248 Med Threadlocker	9g stick	LOCTITE	\$ 10.85	3UU58
0620601	567 Thread sealant with PTFE	50ML tube	LOCTITE	\$ 15.14	49CR86

62333	598 High Performance RTV Silicone Gasket Maker	70ML tube	LOCTITE	\$ 10.38	12Z245
0150200	243 Threadlocker oil resistant	10ml Bottle	LOCTITE	\$ 10.46	5HYH7
0150853	401 Surface insensitive instant adhesive	3g tube	LOCTITE	\$ 3.93	2VFG1
62368	454 Prism. 3 gm Tube	300g tube	LOCTITE	\$ 3.93	5A232
99827119	105 White motor assembly grease	10oz tube			
1002044	Ratchet Take-up Faceshield Assembly	Each	MCR SAFETY	\$ 4.28	2ELR1
12707-01033	MISTIC METAL MOVER II	pint	TAP MAGIC	\$ 2.08	6Y645
13540-00031	Orange Safety Vest S- 3XL with reflective X on back and UTA logo	Each	CONDOR	\$ 3.54	53YN39
5100158	DOT 3 Super Heavy Duty Brake Fluid	Gallon	PYROIL	\$ 12.52	4NPR3
0852193	2.1oz Butane Fuel Cnstr	2.1 Oz Caniter	WELLER	\$ 2.28	5JH81
0601783	16" Windshield Sponge/Squeegee	Each	MALLORY	\$ 2.25	14G872
12707-00993	Vacuum Pump Oil	32 Oz	Robinair	\$ 55.20	36J453
0616830	Silicone Lubricant	16 Oz Aerosol can	CRC	\$ 4.72	1HBK9
0611999	60" Wood with Metal Head Mop handle	Each	TOUGH GUY	\$ 4.02	1TZB1
0611946	#24 (17oz) 4 ply white cotton blend quick change mop head	Each	RUBBERMAID	\$ 4.79	5MY32
0424946	3-5/32" Steel Blow Gun	Each	SPEEDAIRE	\$ 2.53	1KUD5
13540-00120	Self Etching Primer Black	20oz Aerosol	RUST-OLEUM	\$ 2.75	4YLC2
12707-00975	Glass Beads 70-140 AD	50 lb bag	BALLOTINI	\$ 27.00	2W580
12707-00962	Grease, Magnalube-G	14.5 oz	SUPER LUBE	\$ 11.84	44N732
10235-01562	Denatured Alcohol	Gallon	SUNNYSIDE	\$ 7.62	20K854
63800	All Direction Dispensing Foam Quick Cure	12oz can	DAP	\$ 4.24	2PE56
12707-01026	23519402 POWER TRAC 3 way coolant Test	50 per bottle	Baldwin Filters	\$ 27.56	4ZEF4
620140-131442	Disinfecting Cleaner Wipes	Gallon	3M	\$ 42.28	3HB90
12707-00814	Bottle Pine Disinfectant	Gallon	PINE-SOL	\$ 32.29	22D027
5100148	Thrust Starting Fluid	11 oz	PYROIL	\$ 1.47	21A070
0584010	20"x1000 '80 Ga Express cast stretch wrap with extended core handles	1000 ft roll	GRAINGER APPROVED	\$ 8.44	15A908
0690342	Disinectant Spray can D and D	15.5oz Aerosol can	TOUGH GUY	\$ 2.41	53CW04
1027462	Distilled Water	3Litter	RPI	\$ 15.88	31GE50
0618062	White SBS-40 Medicated lotion	100ml Tube	DEB	\$ 20.35	45GY41
620293-131466	Bleach	Gallon	TOUGH GUY	\$ 4.62	33NT68
0660184	6x8 4mil clear LDPE reclosable Bags	Package 100	GRAINGER APPROVED	\$ 27.34	5CNJ8
0660181	4x6 4mil Seal Top plastic Bag	Package 100	GRAINGER APPROVED	\$ 2.25	5ZW42
0606227	38x58 1.7 mil Black Can liner Trash bags. XX Heavy Duty performance	case of 100	TOUGH GUY	\$ 13.28	31DK62
0607083	20"x22" 0.6mil Black Plastic Can Liner	case of 500	TOUGH GUY	\$ 9.78	31DK66
670098-131445	12oz foam Cup hot/cold	case of 1000	DART	\$ 31.99	1PTN5

Part #	Part Description	UOM	Brand Quoted	Bid Price	Grainger #
615066-130699	3-3/4" X 9" Doodlebug pad holder kit	Each	3M	\$ 30.60	3U097
0603636	08008 Black Weatherstrip Adhesive	5 oz Tube	3M	\$ 7.09	2KVC4
0600482	8210 N95 seal disposable particulate Respirator	20ct Box	3M	\$ 13.02	3KP43
13540-00159	595 Adhesive Black polyurethane	310 ML	3M	\$ 6.69	4YDG7
0603525	05830 Crème Hardener Tube	2.75oz	3M	\$ 3.67	6KHA9
0600477	Hi Strength 90 Spray Adhesive	17.60oz Aerosol can	3M	\$ 16.69	3MA16
0612677	Black Hi Temp Gasket Silicone	3oz tube	3M	\$ 6.00	2CTF1
0825948	2-3/4"x16-1/2"36E green Corps Stikit Production Sheet	Box	3M	\$367.96	2FWC6
63247	PB BLASTER Penetrating catalyst	11oz Spray can	BLASTER	\$ 2.64	4LRF8
1050045	L/XL HV230 Orange Vest	Each	CONDOR	\$ 2.18	53YN46
121049938	N95 Disposable Particulate Respirator W/ Adj nose Clip	2CT	3M	\$ 13.02	3KP43
1009003V05	5"X8" Pre Moistened lens Cleaning Towelettes	package of 5	CONDOR	\$ 3.60	44X058
1032127	4"x50' B584 Yellow reflective labels	50' roll	BRADY	\$308.81	6XHE3
1032236	4"x100' white label BBP 31 indoor/outdoor Standard	100' roll	BRADY	\$220.14	6UMR2
500193-131632	15" x 19" Oil Heavy weight Oil Plus Sorbent Pad	case of 100	BRADY SPC ABSORBENT S	\$ 38.29	5UZ57
4134675	Hi Pressure Grease	14 Oz	STA LUBE	\$ 4.36	5EVZ0
0604083	Trigger Freeze Spray	12oz	CRC	\$ 13.39	4YPK4
0609269	Insta-Solv degreaser	14oz	CRC	\$ 6.33	4YPJ7
0603870	Dry Film Lubricant Aerosol	10oz Can	CRC	\$ 5.72	4JB33
63276	Food Grade Silicone Lubricant	10oz Can	CRC	\$ 4.32	3EED7
63251	Contact Cleaner 2000	13oz Aerosol	CRC	\$ 14.67	12W317
0690227	Brake cleaner Non-Chlorinated	20oz Aerosol	GUNK	\$ 2.60	1MPZ4
670016-131449	8oz White coffee freams print Paper polyethelene dixie cups	case of 1000	DIXIE	\$ 72.47	15J218
670018-131449	8 oz. White Sage print plastic paper cups hot	case of 1000	DIXIE	\$ 44.71	38V882
12707-00559	MOLYKOTE 55 Oring Grease	5.3oz Tube	SUPER LUBE	\$ 6.93	436P94
0223687	DL2016 Li Battery	Each	GRAINGER APPROVED	\$ 0.27	2CUR7
0215006	D cell Procell Alkaline Battery	12 pack	DURACELL	\$ 7.62	5LE21
0215007	C Procell Alkaline Battery	12 pack	DURACELL	\$ 6.07	5LE22
0215009	9V Procell Alk Btry	Each	DURACELL	\$ 12.42	5LE24
0248995	PL123 Procell Btry	Each	DURACELL	\$ 17.65	11W123
0215008	AA cell Procell Alkaline Battery	Package of 24	DURACELL	\$ 5.65	5LE23
0215010	AAA Procell Alk Battery	Package of 24	DURACELL	\$ 5.65	5LE25

3128867	Orange, Yellow, Blue Tamper Evident Cross Check Fastener Marker	1oz tube	DYKEM	\$ 2.91	4TKH1
60433	6V GP Lantern Btry	Each	DURACELL	\$ 4.89	5LE26
0604848	Splash windshield washer fluid -20	Gallon	SPLASH	\$ 1.36	2EXW5
0601691	FEBREZE	1 liter	FEBREZE	\$ 49.61	2XJ93
91017078	Oil Analysis Kit	1 test bottle + prepaid test			
0601738	Super Maz hand Cleaner refill	2000ML Box	GOJO	\$ 49.26	52RU28
650070-131726	GOJO Natural Oange Pumice Hand Cleaner	Gallon	GOJO	\$ 11.87	12V409
12707-01074	Gasket Sealant	80ML Tube	HYLOMAR	\$ 13.14	13P427
99521041	Joy dish soap lemon scent	12.6oz	DAWN	\$ 37.58	1JYZ5
99563029	Kroil Penetrating Oil	13 oz Aerosol can	LIQUID WRENCH	\$ 2.92	12U388
99701116	ISOFLEX LDS 18 special Lubricant	400g tube			
99701121	ISOFLEX Topas NCA 52 Lubricant	400g Tube			
0611410	Graffiti Remover	Gallon	KRUD KUTTER	\$ 14.35	10K018
0682451	Aerosol Gloss White Int/Ext Maint 5-Ball paint	16 Oz Aerosol can	TOUGH GUY	\$ 2.94	4WGC2
0608449	Dupli Color Protective Rubberized undercoat	20 OZ	DUPLI-COLOR	\$ 3.15	38EM19
0150527	High Performance Krytoz Multi Purpose Lubricant	2oz	LOCTITE	\$ 43.39	4XZ69
62551	SUPER FLEX CLRRTV 300ML	10.1 oz cart	LOCTITE	\$ 14.67	3KMY8
62404	262 THRDLCR 10ml	10 ML bottle	LOCTITE	\$ 11.08	5E214
0150218	290 THRDLCR 10 ml	10 ML bottle	LOCTITE	\$ 10.46	5E216
0150455	294 50ML high temp wicking grade threadlocker	50ml bottle	LOCTITE	\$ 29.11	5E217
0159640	268 High strength threadlocker	9 g stick	LOCTITE	\$ 10.85	3UU56
0150369	277 Threadlocker high strength	10 ML bottle	LOCTITE	\$ 11.53	3KE48
0620608	518 Glange Sealant	50ML tube	LOCTITE	\$ 26.71	49CR95
0620600	567 instant Thread sealant w/PTFE	50ML tube	LOCTITE	\$ 4.21	49CR85
62358	Metal Magic Steel	4 OZ	LOCTITE	\$ 12.15	5TT85
99393621	E-30UT Hysol Epoxy Adhesive	50 MI Dual cartridge	LOCTITE	\$ 11.29	2VRH9
62331	598 Black high proformance RTC silicone	300 ML	LOCTITE	\$ 23.24	12Z233
62586	Chisel Gasket Remover	18oz	LOCTITE	\$ 13.00	4KM53
62400	242 Removable Threadlocker	10 ML bottle	LOCTITE	\$ 11.08	5A228
62519	Anti-seize petroleum silver heavy duty lubricant	12oz	LOCTITE	\$ 12.01	3JDN4
0159637	Petroleum Silver grade General purpose Anti-Seize Lubricant	20g stick	LOCTITE	\$ 4.88	3UU55
62494	Super Flex Red RTV Silicone	12oz	LOCTITE	\$ 6.33	5E223
62549	Superflex Clear RTV adhesive	2.7oz tube	LOCTITE	\$ 4.59	3KMY7
0159638	248 Med Threadlocker	9g stick	LOCTITE	\$ 10.85	3UU58
0620601	567 Thread sealant with PTFE	50ML tube	LOCTITE	\$ 15.14	49CR86



62333	598 High Performance RTV Silicone Gasket Maker	70ML tube	LOCTITE	\$ 10.38	12Z245
0150200	243 Threadlocker oil resistant	10ml Bottle	LOCTITE	\$ 10.46	5HYH7
0150853	401 Surface insensitive instant adhesive	3g tube	LOCTITE	\$ 3.93	2VFG1
62368	454 Prism. 3 gm Tube	300g tube	LOCTITE	\$ 3.93	5A232
99827119	105 White motor assembly grease	10oz tube			
1002044	Ratchet Take-up Faceshield Assembly	Each	MCR SAFETY	\$ 4.28	2ELR1
12707-01033	MISTIC METAL MOVER II	pint	TAP MAGIC	\$ 2.08	6Y645
13540-00031	Orange Safety Vest S- 3XL with reflective X on back and UTA logo	Each	CONDOR	\$ 3.54	53YN39
5100158	DOT 3 Super Heavy Duty Brake Fluid	Gallon	PYROIL	\$ 12.52	4NPR3
0852193	2.1oz Butane Fuel Cnstr	2.1 Oz Caniter	WELLER	\$ 2.28	5JH81
0601783	16" Windshield Sponge/Squeegee	Each	MALLORY	\$ 2.25	14G872
12707-00993	Vacuum Pump Oil	32 Oz	Robinair	\$ 55.20	36J453
0616830	Silicone Lubricant	16 Oz Aerosol can	CRC	\$ 4.72	1HBK9
0611999	60" Wood with Metal Head Mop handle	Each	TOUGH GUY	\$ 4.02	1TZB1
0611946	#24 (17oz) 4 ply white cotton blend quick change mop head	Each	RUBBERMAID	\$ 4.79	5MY32
0424946	3-5/32" Steel Blow Gun	Each	SPEEDAIRE	\$ 2.53	1KUD5
13540-00120	Self Etching Primer Black	20oz Aerosol	RUST-OLEUM	\$ 2.75	4YLC2
12707-00975	Glass Beads 70-140 AD	50 lb bag	BALLOTINI	\$ 27.00	2W580
12707-00962	Grease, Magnalube-G	14.5 oz	SUPER LUBE	\$ 11.84	44N732
10235-01562	Denatured Alcohol	Gallon	SUNNYSIDE	\$ 7.62	20K854
63800	All Direction Dispensing Foam Quick Cure	12oz can	DAP	\$ 4.24	2PE56
12707-01026	23519402 POWER TRAC 3 way coolant Test	50 per bottle	Baldwin Filters	\$ 27.56	4ZEF4
620140-131442	Disinfecting Cleaner Wipes	Gallon	3M	\$ 42.28	3HB90
12707-00814	Bottle Pine Disinfectant	Gallon	PINE-SOL	\$ 32.29	22D027
5100148	Thrust Starting Fluid	11 oz	PYROIL	\$ 1.47	21A070
0584010	20"x1000 '80 Ga Express cast stretch wrap with extended core handles	1000 ft roll	GRAINGER APPROVED	\$ 8.44	15A908
0690342	Disinectant Spray can D and D	15.5oz Aerosol can	TOUGH GUY	\$ 2.41	53CW04
1027462	Distilled Water	3Litter	RPI	\$ 15.88	31GE50
0618062	White SBS-40 Medicated lotion	100ml Tube	DEB	\$ 20.35	45GY41
620293-131466	Bleach	Gallon	TOUGH GUY	\$ 4.62	33NT68
0660184	6x8 4mil clear LDPE reclosable Bags	Package 100	GRAINGER APPROVED	\$ 27.34	5CNJ8
0660181	4x6 4mil Seal Top plastic Bag	Package 100	GRAINGER APPROVED	\$ 2.25	5ZW42
0606227	38x58 1.7 mil Black Can liner Trash bags. XX Heavy Duty performance	case of 100	TOUGH GUY	\$ 13.28	31DK62
0607083	20"x22" 0.6mil Black Plastic Can Liner	case of 500	TOUGH GUY	\$ 9.78	31DK66
670098-131445	12oz foam Cup hot/cold	case of 1000	DART	\$ 31.99	1PTN5

1016164	16.9oz drinking water Bottled Water	24 bottle case	NESTLE	\$ 5.87	2DCK9
12707-01036	9" Yellow Polypropylene Tamper-Evident Seal Tear Away	100 pack	UNIVERSEAL	\$ 7.06	45LH25
13540-00054	Paper Square-Bottom Air Motion Sickenss bag	100 pack	GRAINGER APPROVED	\$ 82.12	3CUG2
1006955	PVC Rain Coat CK3 Jacket-Yellow all sizes	Each	MCR SAFETY	\$ 10.13	26H801
0635051	Oil Absorbent Optisorb	25lb Bag	EP MINERALS	\$ 4.18	6RKJ5
0610116	Anti-Seize Lube W/ Brush	8oz bottle	VIBRA-TITE	\$ 7.06	49CF16
0411136	#2-Multiplex Red Lithium Extreme Pressure High Temp	14oz tube	LIQUID WRENCH	\$ 3.02	6NGV1
12707-00834	PROUD 3 W/Ammonia	Gallon			
0610893	Hand Sanitizer Gel	20oz bottle	PURELL	\$ 32.32	13G703
0690347	Foam & Fill Triple expanding polyurethane sealant	12 oz Aerosol can	DAP	\$ 3.95	5E086
615117	8.13qt Vanity wastebasket Beige 10-1/8" height	Each	TOUGH GUY	\$ 2.13	4PGN1
0135823	IND CH GLSWHT 12OZ	16oz Spray Can	RUST-OLEUM	\$ 2.79	6KP31
0692226	Dark Green Self Etching Primer	12oz Spray Can	RUST-OLEUM	\$ 3.46	4YLC3
0609299	Rusty Red Metal stop flat primer	16 Oz Aerosol can	STOPS RUST	\$ 4.34	42PR87
0617619	Heavy Duty Brake Cleaner	20oz Aerosol	CRC	\$ 2.64	13P447
0600083	10-1/2 x 12-1/4 Graffiti Remover Towels	30ct Tub	ITW DYMON	\$ 6.16	4HK51
10389-03586	Self-Etching Gray Primer	16oz Spray Can	RUST-OLEUM	\$ 3.11	4YLC7
13540-00055	Grease Gadus S3	14oz tube			
12707-00828	252 SIKAFLEX WHITE	10.1 Fl oz Cartridge	DAP	\$ 3.38	2NJ90
13540-00036	Sika Flex 552 White	300ML.	DAP	\$ 3.38	2NJ90
12707-00829	SIKAFLEX 221 WHITE Sealant	10.1 oz tubes	3M	\$ 8.82	29UJ55
12707-00968	Sikaflex Adhesive, Hi strength	10.1 oz tubes	DAP	\$ 3.38	2NJ90
620353-131414	Simple Green liquid Concentrate	55 Gallon	SIMPLE GREEN	\$335.08	22C612
620351-131414	Simple Green liquid Concentrate	Gallon	SIMPLE GREEN	\$ 9.06	22C609
99857499	Spill fix Organic Coconut husk Absorbent	20 lb bag	SPILL FIX	\$ 20.21	45MU75
0206506	Retractable Razor blade Scraper	Each	STANLEY	\$ 1.56	6R029
0409875	258-0409875-15ATLube	15oz bottle	CRC	\$ 3.96	13P452
1096207	Petroleum Jelly Jr	13oz	PHYSICIANS CARE	\$ 1.41	3EWJ8
0613293	490057 12oz WD-40	12 oz can	WD-40	\$ 5.01	20JY62
0618236	WD40 White Lithium Grease	10oz	WD-40 SPECIALIST	\$ 4.35	31XR57
13540-00082	16.9 Wurth HHS Plus	16.9 Aerosol can	SPRAYON	\$ 4.71	6KDX4
0604770	WypallHandWipe 75Ct	75 pail	WYPALL	\$ 9.84	4YCR4
0600767	9.1"x16.8" WypAll X60 Wipe	126 Ct Box	WYPALL	\$ 6.88	2VHP9
0600434	9.8x16.4" Perorated box DRC Towel L40	100 ct Box	WYPALL	\$ 7.80	2VJC7

99564341	ZEP Glass Cleaner RTY	1qt Spray bottle	ZEP PROFESSION AL	\$ 2.41	3HUT9
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# CONTRACT ROUTING FORM

Department \* Supply Chain

Existing Contract?  Yes

Existing Contract Number \* 16-1846TP

## Contract Section

Procurement

Board Review Date \* 09/11/2019

Document Type \* Change/Task Order

Requisition #	Original	Change/Task Order
	3415	3415

Please upload the necessary documents here	Task Order #87 UDOT Queue Cutter Project.pdf	680.58KB
	Price Analysis.pdf	185.67KB
	UDOT Region 2 Queue Cutter Reimbursement Agreement.pdf	3.99MB
	16-1846TP Signed On-Call Maint SWI.pdf	6.7MB

Contract Title \* On-Call Maintenance Stacy and Witbeck Task Order #87-UDOT Queue Cutter Traffic Signal Project

Contractor Name \* Stacy and Witbeck

Description / Purpose \* This is task order #87 to the current contract between UTA and Stacy and Witbeck that was established on 12/30/2016 to perform pre-construction services, construction management and a variety of maintenance tasks on UTA's transit system.

This task order is for the Utah Department of Transportation (UDOT) Queue Cutter Traffic Signal Project which will be interconnected to the railroad signals at several locations. The scope of this task order is to add advance preemption time at five locations to accommodate the installation of the queue cutter traffic signals by 1/31/2020. UDOT will reimburse UTA per Region 2 Queue Cutters Project Reimbursement Agreement #199096 for the total cost of this task order which is \$281,797.00. This brings the total Stacy and Witbeck On-Call Maintenance contract amount to \$34,413,698 made up from 87 task orders since 2017. Each task order is covered by multiple project budgets from 2017, 2018 and 2019.

Contract Administrator \* Pickett, Teresa      Project Manager \* Dave Hancock

Base Contract Effective Dates *	Beginning	* Ending
	12/30/2016	12/31/2019

Contract Type \* Task Orders      Procurement Method \* RFP

Number of Responding Firms      Value of Next Lowest Bidder

Base Contract Term (Months) \* 36      Contract Options (Months) \* 24

Option to Renew? *	<input checked="" type="radio"/> Yes	* Renewal Terms
	<input type="radio"/> No	Two - 1 year options

Extension      Start Date      End Date

## Financial Section

Procurement

Existing Contract Value	Amendment Amount	New/total Contract Value *
\$ 34,131,901.00	\$ 281,797.00	\$ 34,413,698.00
Qty	Unit Price \$	Annual/One-Time Value
		\$ 281,797.00

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

Attachment  Is the amount an estimate?\*  Yes  No

Account Code\* 40-  
3189.6891  
2

Capital Project Code MSP189

Funding Source\* Federal/  
Local Budgeted?\*  Yes  
 No

Budget amount\* \$ 281,797.00

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

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

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

## Approval Section

1)Legal/Compliance Review\* Bell, Mike

2)Accounting Approval Needed?\*  Yes  No 2)Accounting Review\* Steele, Bryan

3)Risk Approval Needed?\*  Yes  No

4)IT Approval Needed?\*  Yes  No

5)Add Additional Approval?\*  Yes  No

6)Manager/Program Manager\* Hancock, David W

7)Dir, Sr. Mgr, or RGM\* Hancock, David W

8)Chief\* Cumins, Donald E

9)Executive Director\* Gonot, Carolyn M.

\*Board Approval Required\* Board Approval Date

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**TASK ORDER NO. 87**

**TASK ORDER NAME: Additional UDOT TRAX Queue Cutter Projects**

**PROJECT CODE: MSP189 40-3189.68912**

This Task Order No. 87 to the On Call Maintenance Contract is entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of December 30<sup>th</sup>, 2016.

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

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

UTA and Contractor hereby agree as follows:

**1.0 SCOPE OF SERVICES**

The scope of work for the Task Order #87 is identified in Exhibit 1 – Scope of Work, which is hereby attached and incorporated into this Task Order.

**2.0 SCHEDULE**

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

**3.0 LUMP SUM PRICE**

The price for this task order is a not to exceed \$281,797.00. Invoices will be billed on monthly basis for work completed to date.

**4.0 APPLICABILITY OF FEDERAL CLAUSES**

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

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

UTAH TRANSIT AUTHORITY:

STACY AND WITBECK, INC.:

By: \_\_\_\_\_  
Carolyn M. Gonot, Executive Director      Date  
> \$100,000

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

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



Memo for File

**In-Scope Determination**

**Contract: On-call Maintenance Contract, Contract # 16-1846TP, Task Order #87**

I have evaluated the content of this task order and also the scope of work described in the master task ordering contract and have made the determination that this Task Order # 87 is within the scope of work contemplated and described by the contracting parties when they executed the original master task ordering contract.

Signed:

Date 8/15/2019

D. Eddy Cumins, COO

Or

David Hancock, Director



June 02, 2019

OCS

Mr. David Hancock  
Utah Transit Authority  
669 West 200 South  
Salt Lake City, UT 84104

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

Subject: 19-622 – UDOT Trax Queue Cutter Project

Dear Dave:

Attached please find our pricing proposal to adjust preemption at five UTA Trax grade crossing locations; Redwood Road (UDOT PIN 15276), Winchester (UDOT PIN 15277), 3900 South Millcreek (UDOT PIN 15276), 7200 South 250 W (UDOT PIN 15276), 3300 South 200 (UDOT PIN 15276). This project is in reference to the UDOT Preemption project PINs: 15276, and 15277

The scope of work includes labor, equipment and materials, including; relays bases, arrestors, terminal blocks wiring necessary to adjust preemption at the mentioned locations.

Exclusions:

- Insurance deductibles
- Buy America Certification
- Railroad flagging
- Exclude fiber optic splicing work

Clarifications:

- Please see detailed list of each bid item below
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We have not included any design/engineering costs for this scope. If additional design is required beyond what was furnished by UTA, will need to be priced separately.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.
- UTA shall provide all VHLC and ELIX program changes. Stacy and Witbeck and RMSS shall make field changes utilizing the programs.



# Stacy and Witbeck

- All fiber patch panels and fiber pathways are fully functional; Stacy and Witbeck and RMSS make no provisions for fiber optic material, labor, communications configuration, or testing.
- UTA shall supply all engineering, programming and design.
- UDOT, or its subcontractors shall provide all conduit and cable shall be provided to existing or new junction boxes with 50' slack loops.
- UTA to coordinate any cutover activities with UDOT.
- UTA to provide as-in-service FrontRunner drawings for project to minimize impacts to PTC.
- Stacy and Witbeck and RMSS shall provide field print copy markups. UTA will compile to create as-built drawings.
- Work is inclusive of the drawings provided for the track and cable plans provided on box for Winchester Ave, Redwood Road, 7200 South, 3900 South, and 3300 South.
  - <https://stacywitbeck.box.com/s/sq6e2emlpn1dafxqmnbrvysk0e65o800>
- We shall preserve the cantilevers and overhead camera brackets for future use by UTA.

## Summary of Costs and Scope for each item:

**Bid Item 1000 – Field Engineering & Project Controls - 1.00 LS - Total of \$1,709.00** - This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

**Bid Item 1500 – Traffic and Pedestrian Control - 1.00 LS - Total of \$3,815.00** - This bid item includes the permit, creating stamped traffic control drawings, and labor, materials, and equipment to setup traffic control at 3300 South the remove the cantilever arms.

**Bid Item 10000 – Mobilization - 1.00 LS - Total of \$1,340.00** - This bid item includes mobilizing an excavator, truck, trailers and other equipment to 3300 South to remove and reconstruct the sidewalk at 3300 South for the cantilever work.

**Bid Item 20000 – Winchester Ave – PIN 15277 - 1.00 LS - Total of \$13,263.00** - This bid item includes the cost to labor, specialty tools and equipment to wire, terminate, tag necessary equipment to gain 12 second TCR preemption at Winchester Ave. Materials include: relays, bases arrestors, terminal blocks, and terminating supplies. We will assist UTA with testing support.

**Bid Item 30000 – Redwood Road - PIN 15276 - 1.00 LS - Total of \$7,286.00** - This bid item includes the cost to labor, specialty tools and equipment to wire, terminate, tag necessary equipment to gain 14 second TCR preemption at redwood Road. Materials include: relays, bases, arrestors, terminal blocks, and terminating supplies. We will assist UTA with testing support.

# Stacy and Witbeck

**Bid Item 40000 – 7200 South – PIN 15276 - 1.00 LS - Total of \$84,811.00** - This bid item includes the cost to labor, specialty tools and equipment to wire, terminate, tag necessary equipment to gain 13 second TCR preemption at 7200 South. Scope of work includes materials and changes at 7500 South and 8975CC: 8997CC, and 9015CC coupler cases.

We will provide materials including fiber modems, AFTAC cards, VLP and ACP cards, RS232s, coupler, relays, bases arrestors, terminal blocks, and terminating supplies. We will assist UTA with testing support.

**Bid Item 50000 – 3900 South – PIN 15276- 1.00 LS - Total of \$59,931.00** - This bid item includes materials and changes at Fireclay and Central Ave locations. Bid item also includes the cost to labor, specialty tools and equipment to wire, terminate, tag necessary equipment to gain 11 second TCR preemption at 3900 South. We will assist UTA with testing support.

We will provide materials including AFTAC cards, VLP and ACP cards, coupler, relays, bases arrestors, terminal blocks, and terminating supplies. We will assist UTA with testing support.

**Bid Item 60000 – 3300 South - PIN 15276- 1.00 LS - Total of \$77,971.00** - This bid item includes the cost to labor, specialty tools and equipment to wire, terminate, tag necessary equipment to gain 13 second TCR preemption at 3300 South. Scope of work includes materials and changes at 9445CC, 9469CC, 9470CC coupler cases and Gregson Ave Locations.

We will provide materials including fiber modems, AFTAC cards, VLP and ACP cards, RS232s, coupler, relays, bases arrestors, terminal blocks, and terminating supplies. We will assist UTA with testing support.

**Bid Item 70000 – 3300 South Cantilevers - 1.00 LS - Total of \$17,615.00** - This bid item includes the necessary labor and equipment to remove the overhead cantilevers on the north and south side of 3300 South Grade Crossing. The cantilevers will be removed and transported to UTA's Beck Street Yard. We will cut all cables and fibers at the base of the cantilevers. We will also disconnect the power to the pole on the south side of the grade crossing (120V). This bid item also includes the demolition to 1' below top of sidewalk elevation of the existing foundation. With the foundations 1' below top of existing sidewalk we will pour back a 4" sidewalk over the foundation.

**100000 - Fee (5.25%) - 1.00 LS - Total of \$14,056.00** - This is the agreed to CMGC fee that is part of the new On Call Services Contract on the above bid items.

# Stacy and Witbeck

The total price for this scope of work is **\$281,797.00** If you have any questions, please contact me.

Sincerely,  
Stacy and Witbeck, Inc.



Brian Dagsland  
Project Manager

07/03/2019

14:05

19-622

UDOT TRAX Queue Cutter Projects

\*\*\* Brian Dagsland, BD

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	1,709.00	1,709.00
5000	Traffic & Pedestrian Control	1.000	LS	3,815.00	3,815.00
10000	Mobilization	1.000	LS	1,340.00	1,340.00
20000	Winchester Ave	1.000	LS	13,263.00	13,263.00
30000	Redwood Road	1.000	LS	7,286.00	7,286.00
40000	7200 South	1.000	LS	84,811.00	84,811.00
50000	3900 South	1.000	LS	59,931.00	59,931.00
60000	3300 South	1.000	LS	77,971.00	77,971.00
70000	3300 South Cantilevers	1.000	LS	17,615.00	17,615.00
Subtotal					\$267,741.00
100000	Fee (5.25%)	1.000	LS	14,056.00	14,056.00
Bid Total =====>					\$281,797.00

**Task #87 Queue Cutters**

<b>Price Analysis</b>	<b>UTA ICE</b>	<b>SWI Price</b>	<b>Difference</b>	<b>Percentage</b>
3300 S	115,222.00	100,604.00	14,618.01	
3900 S	52,871.00	63,077.00	(10,206.00)	
Redwood Rd	35,140.00	7,669.00	27,471.01	
7200 S	132,290.00	89,264.02	43,025.98	
Winchester St	19,126.00	13,959.00	5,167.00	
Field Engineering*		1,799.00	(1,799.00)	
Traffic Control*		4,015.00	(4,015.00)	
Mobilization*		1,410.00	(1,410.00)	
	<u>354,649.00</u>	<u>281,797.00</u>	<u>72,852.00</u>	25.85%

\* Included in UTA ICE by location

**Stacy and Witbeck's price is lower than ICE by \$72,852 or 25.85%**

UTA determines the price to be fair and reasonable.

UDOT will reimburse UTA for these project costs per agreement

#199096 CID No. 54972 PIN 15276



# CONTRACT ROUTING FORM

Department \* Supply Chain

Existing Contract?  Yes

New Contract Number 19-03124

## Contract Section

Procurement

Board Review Date \* 09/11/2019

Document Type \* Pre-Procurement

Requisition # Original  
7075

Please upload the necessary documents here Requisition.pdf 193.54KB

Contract Title \* Electronic Fare Collection Reader Replacement

Contractor Name \* TBD

Description / Purpose \* UTA needs to procure a new source for its electronic fare readers. This requisition request is to authorize an RFP to find a fare reader supplier that will work with our current in-house fare system.

This request is the current best case estimate to fund the replacement of all current readers. Per discussions with Accounting, this project will be financed by a leasing arrangement after the RFP selects a vendor. The total estimate is between \$5 and \$7 million dollars. Due to the significant duplication of costs to change vendors this contract will begin once executed and continue for 10 years to allow for future purchases and maintenance.

The need to find an alternative source for the electronic fare readers includes:

- UTA desires to validate NFC media used by its contract partners and FarePay customers
- Current reader design is 12 years old and has been in operation for 10 years.
- There are no support channels for spare parts or readers available to UTA. (Readers, parts for readers and part components are no longer manufactured)
- UTA reader spare pool is decreasing as the readers age.
- There are no new readers available to support planned service expansion.
- The technology to validate fares has changed and now includes the need to validate fares from digital ids and the UTA GoRide mobile app.

Contract Administrator \* Postell, Patricia

Project Manager \* Snyder, David

Base Contract Effective Dates \* Beginning  
11/1/2019

\* Ending  
10/31/2029

Contract Type \* Goods

Procurement Method \* RFP (Best-value)

Number of Responding Firms

Value of Next Lowest Bidder

Base Contract Term (Months) \* 12  
0

Contract Options (Months) \* 0

Option to Renew? \*  Yes  
 No

Extension Start Date

End Date

## Financial Section

Procurement

<b>Existing Contract Value</b>		<b>Amendment Amount</b>		<b>New/total Contract Value*</b>
\$		\$		\$ 5,000,000.00
<b>Qty</b>	<b>Unit Price</b> \$		<b>Annual/One-Time Value</b>	\$ 5,000,000.00

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

Attachment Is the amount an estimate? \*  Yes  No

How was the estimate calculated? \* Based on price of previous purchases.

Account Code \* 40-  
2005.6891  
2

Capital Project Code ICI005

Budgeted? \*  Yes  No

Funding Source \* Local  Yes  No

Budget amount \* \$ 5,000,000.00

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

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

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

## Approval Section

- 1)Legal/Compliance Review\* Postell, Patricia
- 2)Accounting Approval Needed?\*  Yes  No      2)Accounting Review\* Steele, Bryan
- 3)Risk Approval Needed?\*  Yes  No
- 4)IT Approval Needed?\*  Yes  No
- 5)Add Additional Approval?\*  Yes  No
- 6)Manager/Program Manager\* Snyder, David      7)Dir, Sr. Mgr, or RGM\* Harmuth, Daniel A
- 8)Chief\* Harmuth, Daniel A      9)Executive Director\* Gonot, Carolyn
- \*Board Approval Required\*      Board Approval Date

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