



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

Thursday, September 27, 2018, 1:30-4:30 p.m.  
Utah Transit Authority Headquarters, 669 West 200 South, Salt Lake City, Utah  
Golden Spike Conference Rooms

1. **Call to Order & Opening Remarks** **Chair Greg Bell**
2. **Pledge of Allegiance** **Cathie Griffiths**
3. **Safety First Minute** **Dave Goeres**
4. **Item(s) for Consent** **Chair Greg Bell**
  - a. Approval of August 22, 2018 Meeting Report
  - b. Financial Report & Dashboard for July 2018
  - c. Finance & Audit Committee Approved \$200,000-\$999,000 Contracts, Change Orders & Disbursements
5. **General Public Comment Period** **Bob Biles**

*The Board of Trustees invites brief comments from the public as defined below.*
6. **Director/Agency Report** **Steve Meyer,**  
Interim Executive Director
7. **Committee Updates**

Stakeholder & Planning Committee Update

  - a. R2018-09-04: Interlocal Agreement with Utah County **Trustee Bret Millburn**  
Trustee Andrew Jackson & Steve Meyer

Finance & Audit Committee Update

  - b. R2018-09-01: Authorizing Execution of Contract with Wadsworth Brothers Construction Company (Sandy Civic Center Parking Garage) **Trustee Jeff Acerson**  
Paul Drake
  - c. R2018-09-02: Authorizing Execution of Contract with Department of Human Services/Division of Services for People with Disabilities (Paratransit) Eddy Cumins
  - d. R2019-09-03: Authorizing Execution of Change Order with Stacy and Witbeck, Inc. (Main Street Half Grand Union Construction) Eddy Cumins
8. **Closed Session** **Chair Greg Bell**
  - a. Strategy session to discuss pending or reasonably imminent litigation
9. **Action Taken Regarding Matters Discussed in Closed Session** **Chair Greg Bell**

**10. Other Business**

**Chair Greg Bell**

**11. Adjourn**

**Chair Greg Bell**

**Public Comment:** Members of the public are invited to provide comment during the general comment period at UTA's Board of Trustee meetings, or prior to any action on a board resolution. 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 spokesperson designated to represent a group.

**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.

# Everything in its place keeps you safe





**Report 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 22, 2018**

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**Board Members Present:**

Greg Bell, Chair	Babs De Lay
Gina Chamness, Vice Chair	Andrew Jackson
Jeff Acerson	Melissa Johnson
Cort Ashton	Dannie McConkie
Necia Christensen	Toby Mileski
Alex Cragun	Bret Millburn
Karen Cronin (non-voting)	Troy Walker

**Board Members Excused/Not in Attendance:** Jeff Hawker and Charles Henderson

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

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**Welcome and Call to Order.** Chair Bell welcomed attendees and called the meeting to order at 1:40 p.m. with twelve board members present. The board and meeting attendees then recited the Pledge of Allegiance.

**Safety Minute.** Chair Bell yielded the floor to Dave Goeres, UTA Chief Safety, Security & Technology Officer, for a brief safety message.

**Item(s) for Consent.** Consent items consisted of the following:

- Approval of June 27, 2018 Board Meeting Report
- Financial Report & Dashboard for May and June 2018
- 2018 Second Quarter Investment Report
- Finance & Audit Committee Approved \$200,000-\$999,000 Contracts, Change Orders & Disbursements
  - Heated Bridgeplate (Siemens)
  - Grounding Contact Assembly (Siemens)
  - Bearing Tapered Assembly (Kaman)
  - Core Routes Consultant (Jarrett Walker and Associates)
  - VSP and LDO Boards for PTC (Alstom Group)
  - SD160 Sandbox Upgrade (Siemens)
  - Independent Monitoring Services (Coblentz Patch Duffy & Bass LLP)
  - Wheel Truing Agreement Amendment (Sonoma-Marín Area Rail Transit)
  - Provo Orem Transportation Improvement Project Right of Way Acquisition (Family Center Orem Shopping Center, LLC)
  - Provo Orem Transportation Improvement Project Right of Way Acquisition (Sun Development, LP)

It was noted that the contract for a federal monitor as required by UTA's agreement with the U.S. Attorney's Office was included as part of the Finance & Audit Committee approved contracts on the consent agenda. Trustee Acerson read a statement related to this topic.

A motion to approve the consent agenda by acclamation was made by Trustee Mileski and seconded by Trustee De Lay. The motion carried by unanimous consent.

**General Public Comment Period.** Public comment was given by George Chapman. Mr. Chapman expressed disapproval for building a new UTA Depot District bus facility and stated his preference that funds allocated to the project be put into increased service. Mr. Biles read a comment received online from Kevin Averett wherein Mr. Averett opined that the price of bus fares is too high.

**Director/Agency Report.** Steve Meyer, UTA Interim Executive Director, delivered a report on topics including:

- Receipt of a NoLo grant with Park City

- Receipt of a grant for positive train control implementation
- Service purchase by Salt Lake City for implementation of its transit master plan
- The need for a Depot District bus maintenance facility
- Executive Director approval of the low-no battery electric bus contract with New Flyer

Trustee Millburn joined the meeting at 1:50 p.m.

## **Committee Updates.**

### **Finance and Audit Committee Update.**

**R2018-08-01: Authorizing Execution of Contract with Tony Divino Toyota (Rideshare Vans).** Mr. Meyer indicated that this contract is for the replacement of 30 minivans for UTA's Rideshare program.

**Public Comment.** No public comment was given.

**Board Action.** A motion to approve resolution R2018-08-01 was made by Trustee Mileski and seconded by Trustee Jackson. The motion carried by unanimous consent with affirmative votes from Trustees Johnson, McConkie, Mileski, Milburn, Acerson, Ashton, Chamness, Christensen, Cragun, De Lay, Jackson, and Bell.

**R2018-08-02: Authorizing Execution of Contract with MotivePower, Inc. (Locomotive Overhaul).** Mr. Meyer stated that 18 FrontRunner locomotive engines have reached their midlife and this contract is for the labor and materials necessary to rebuild them.

**Public Comment.** No public comment was given.

**Board Action.** A motion to approve resolution R2018-08-02 was made by Trustee Mileski and seconded by Trustee Jackson. Discussion ensued during which a question was posed by the board regarding the cost savings realized by the overhaul and answered by staff. The motion carried by unanimous consent with affirmative votes from Trustees McConkie, Mileski, Milburn, Acerson, Ashton, Chamness, Christensen, Cragun, De Lay, Jackson, Johnson, and Bell.

Trustee Walker joined the meeting at 2:03 p.m.

**R2018-08-03: Authorizing Execution of Contract with Utah Department of Transportation (UVU Pedestrian Bridge).** Mr. Meyer noted this project, which is led by the Utah Department of Transportation, connects the Orem Intermodal Center to the Utah Valley University main campus. UTA's contribution to the project is \$4 million for construction and land at the current park-and-ride lot for the western end of the bridge.

**Public Comment.** No public comment was given.

**Board Action.** Discussion ensued during which questions on the length of the bridge and the value of the land being contributed were posed by the board and responded to by staff. A motion to approve resolution R2018-08-03 was made by Trustee Mileski and seconded by Trustee Millburn. The motion carried by unanimous consent with affirmative votes from Trustees Mileski, Millburn, Walker, Acerson, Ashton, Chamness, Christensen, Cragun, De Lay, Jackson, Johnson, McConkie, and Bell.

**R2018-08-04: Authorizing Execution of Contract with Big-D Construction (Depot District Clean Fuels Technology Center).** Mr. Meyer explained that this contract is for the first phase of a best value construction management/general contractor (CM/GC) contract in the amount of \$4.2 million for work to be performed in 2018. The total project cost is approximately \$71 million. Additional phases will be brought to the board for approval in the future. Mr. Meyer noted that UTA is constrained at its current facility, which does not have the parking needed for UTA's growing fleet or the technology needed to maintain compressed natural gas (CNG) buses. The new facility will allow room to park up to 250 buses and will have the technology necessary to maintain the fleet efficiently.

**Public Comment.** Public comment was given by George Chapman. Mr. Chapman again reiterated his disapproval of allocating funds to the project. He encouraged a distributed bus garage system.

Mr. Meyer indicated that UTA has a facilities master plan that contemplates building a secondary bus garage in the southwest part of the Salt Lake Valley in the future. He said that seismic events were taken

into consideration in the design of the Depot District facility. He then added that UTA cannot accommodate additional service from its existing bus garage and mentioned the agency has been pursuing grant opportunities for the project to help minimize the need for local funding.

**Board Action.** Discussion ensued during which questions on future plans, the current size of the bus fleet, anticipated growth, how the new bus facility will contribute to UTA's conversion to CNG, and the timeline for the project were posed by the board and answered by staff. A motion to approve resolution R2018-08-04 was made by Trustee Mileski and seconded by Trustee Millburn. The motion carried by unanimous consent with affirmative votes from Trustees Millburn, Walker, Acerson, Ashton, Chamness, Christensen, Cragun, De Lay, Jackson, Johnson, McConkie, Mileski, and Bell.

**R2018-08-05: Authorizing Execution of Change Order with Rocky Mountain Systems Services (Positive Train Control).** Mr. Meyer indicated this change order is for additional time and cost associated with implementing the federally-mandated positive train control program.

**Public Comment.** No public comment was given.

**Board Action.** A motion to approve resolution R2018-08-05 was made by Trustee Cronin and seconded by Trustee Millburn. The motion carried by unanimous consent with affirmative votes from Trustees Walker, Acerson, Ashton, Chamness, Christensen, Cragun, De Lay, Jackson, Johnson, McConkie, Mileski, Millburn, and Bell.

**Closed Session.** Chair Bell indicated a closed session was needed to discuss strategy related to pending or reasonably imminent litigation. A motion to move into closed session was made by Trustee McConkie and seconded by Trustee Millburn. The motion carried by unanimous consent and the board moved into closed session at 2:25 p.m.

Trustee Mileski left the meeting during closed session at 3:01 p.m.

**Open Session.** A motion to return to open session was made by Trustee De Lay and seconded by Trustee Jackson. The motion carried by unanimous consent and the board returned to open session at 3:16 p.m.



**Action Taken Regarding Matters Discussed in Closed Session.** No action was taken regarding matters discussed in closed session.

Trustee De Lay left the meeting at 3:17 p.m.

**Other Business.** Trustee Jackson mentioned the soft opening of the UVX line in Utah County. He also mentioned that Congestion Mitigation Air Quality (CMAQ) funding will be used to sponsor fares on the Utah Valley Express (UVX) for the next three years.

Trustee Jackson also spoke about the Utah County Commission's request for an interlocal agreement with UTA outlining how funds from the fourth quarter sales tax will be spent if the tax is approved. He said the commission needs to know the board's position on the interlocal agreement by Thursday, August 23, 2018. Discussion ensued. Questions on the provisions in the interlocal agreement and the deadline were posed by the board and answered by Trustee Jackson and UTA staff. Chair Bell concluded the discussion by stating the board was not prepared to address the interlocal agreement during today's meeting because it was not noticed on the meeting agenda.

Trustee Cronin expressed appreciation to UTA staff for meeting with Box Elder County officials. She requested regular information-sharing meetings in the future.

**Adjournment.** The meeting was adjourned at 3:30 p.m. by motion.

Transcribed by Cathie Griffiths  
Assistant to the President/CEO  
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/481881.html> for entire content.*

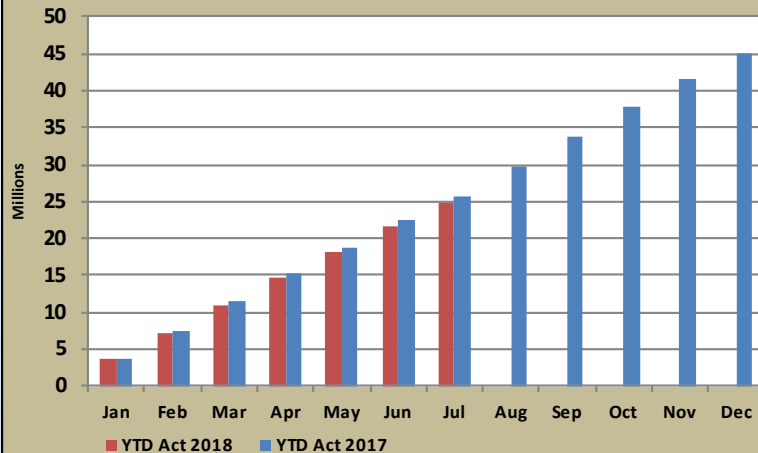
*This document along with the digital recording constitute the official minutes of this meeting.*

# UTA Board Dashboard:

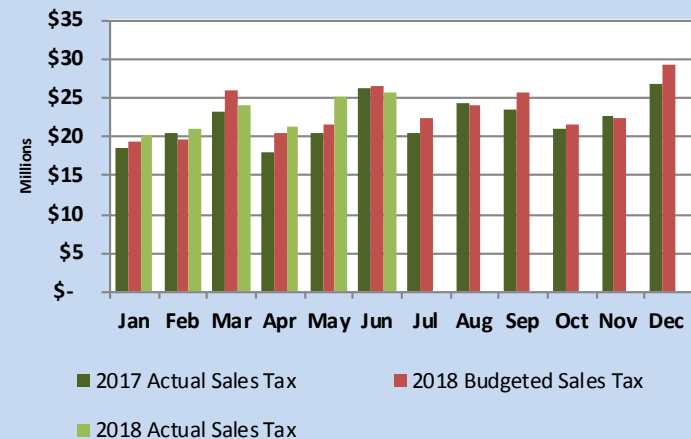
## July 2018

Financial Metrics	Fav/				Fav/			
	July Actual	July Budget	(Unfav)	%	YTD Actual	YTD Budget	(Unfav)	%
Sales Tax (June '18 mm \$)	\$ 25.6	\$ 26.4	\$ (0.83)	-3.2%	\$ 137.3	\$ 133.3	\$ 4.02	3.0%
Fare Revenue (mm)	\$ 3.7	\$ 3.9	\$ (0.13)	-3.5%	\$ 29.7	\$ 27.5	\$ 2.23	8.1%
Operating Exp (mm)	\$ 23.0	\$ 23.1	\$ 0.12	0.5%	\$ 154.9	\$ 160.7	\$ 5.82	3.6%
Investment Per Rider (IPR)	\$ 5.91	\$ 5.13	\$ (0.78)	-15.2%	\$ 5.03	\$ 5.13	\$ 0.10	1.9%
IPR adj for fuel savings	\$ 5.74	\$ 5.13	\$ (0.61)	-11.9%	\$ 5.02	\$ 5.13	\$ 0.11	2.1%
UTA Diesel Price (\$/gal)	\$ 2.75	\$ 2.20	\$ (0.55)	-24.9%	\$ 2.36	\$ 2.20	\$ (0.16)	-7.4%
Operating Metrics	July Actual	Jul-17	F/(UF)	%	YTD Actual	YTD 2017	F/(UF)	%
Ridership (mm)	3.26	3.33	(0.1)	-2.2%	24.90	25.81	(0.9)	-3.5%
Alternative Fuels	\$/gal				YTD Actual			
CNG Price (Bus Diesel Equiv rll)	\$ 1.16	Revenue Development (m\$)			\$ 27.50			
Debt Service	July Actual	Jul-17	Var	%	YTD Actual	YTD 2017	Var	%
Debt Service (net mm)	\$ 9.90	\$ 8.09	\$ (1.81)	-22.4%	\$ 67.10	\$ 61.04	\$ (6.06)	-9.9%

### UTA Ridership Trends

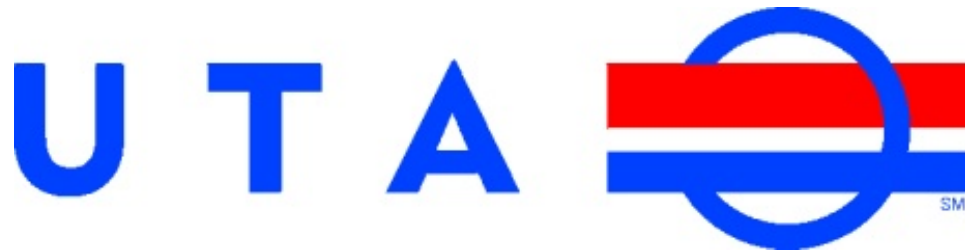


### UTA Sales Tax Trends



**Utah Transit Authority**  
**Financial Statement**  
(Unaudited)

July 31, 2018



KEY ITEM REPORT  
(UNAUDITED)

EXHIBIT 1-1

As of July 31, 2018

	2018 YTD ACTUAL	2018 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Sales Tax	\$ 160,453,547	\$ 155,728,873	\$ 4,724,674	3%
2 Passenger Revenue	\$ 29,705,443	\$ 27,476,985	2,228,458	8%
3 Other Revenue	\$ 47,587,886	\$ 43,023,583	4,564,303	11%
4 <b>Total Revenue</b>	<b>237,746,876</b>	<b>226,229,441</b>	<b>11,517,435</b>	<b>5%</b>
5 Net Operating Expenses	(154,874,943)	(160,690,091)	5,815,148	4%
<b>Net Operating Income (Loss)</b>	<b>82,871,933</b>	<b>65,539,351</b>	<b>17,332,582</b>	<b>26%</b>
6 Debt Service	67,103,273	64,440,378	(2,662,895)	-4%
7 Other Non-Operating Expenses	2,595,818	3,211,250	615,432	19%
8 Sale of Assets	(5,212,094)	-	5,212,094	
9 <b>Contribution to Capital Reserves</b>	<b>\$ 18,384,936</b>	<b>\$ (2,112,278)</b>	<b>\$ 20,497,214</b>	
10 Bond Debt Service - Series 2007A CAB	69,069			
11 Amortization	(2,252,636)			
12 Depreciation	82,378,299			
13 <b>Total Non-cash Items</b>	<b>\$ 80,194,732</b>			

GOALS

RIDERSHIP

2017 Actual	July 2018	July 2017	Difference	2018 YTD	2017 YTD	Difference
14 45,119,780	3,259,269	3,332,368	-73,099	24,902,890	25,812,095	-909,205

REVENUE DEVELOPMENT

15 Federal/Local/Regional	YTD \$27,497,734
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OPERATING INVESTMENT PER RIDER Budgeted IPR is \$5.13

	IPR		IPR (less diesel savings)
16 Net Operating Expense	\$ 154,874,943	Net Operating Expense	\$ 154,874,943
17 Less: Passenger Revenue	- (29,705,443)	Less: Passenger Revenue	- (29,705,443)
18		Plus: Diesel Savings	+ (182,916)
19 Subtotal	125,169,500	Subtotal	124,986,584
20 Divided by: Ridership	÷ 24,902,890	Divided by: Ridership	÷ 24,902,890
21 Investment per Rider	\$ 5.03	Investment per Rider	\$ 5.02

SUMMARY FINANCIAL DATA  
(UNAUDITED)

EXHIBIT 1-2

As of July 31, 2018

BALANCE SHEET

	<u>7/31/2018</u>	<u>7/31/2017</u>
<b>CURRENT ASSETS</b>		
1 Cash	\$ 12,383,763	\$ 12,993,936
2 Investments (Unrestricted)	83,027,681	3,888,171
3 Investments (Restricted)	136,482,848	176,081,431
4 Receivables	53,024,050	54,146,772
5 Receivables - Federal Grants	36,392,794	21,733,697
6 Inventories	36,082,196	31,089,509
7 Prepaid Expenses	525,998	1,183,770
8 <b>TOTAL CURRENT ASSETS</b>	<b>\$ 357,919,330</b>	<b>\$ 301,117,286</b>
9 Property, Plant & Equipment (Net)	3,025,486,392	3,017,093,659
10 Other Assets	145,787,723	123,120,369
11 <b>TOTAL ASSETS</b>	<b>\$ 3,529,193,445</b>	<b>\$ 3,441,331,314</b>
12 Current Liabilities	26,842,276	\$ 25,301,117
13 Other Liabilities	256,077,084	216,598,971
14 Net Pension Liability	100,876,554	112,925,121
15 Outstanding Debt	2,199,050,801	2,126,802,972
16 Equity	946,346,730	959,703,133
17 <b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>\$ 3,529,193,445</b>	<b>\$ 3,441,331,314</b>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

<b>RESTRICTED RESERVES</b>		
18 Debt Service Reserves	35,536,992	44,875,136
19 2015A Sub Interest Reserves		-
20 2018 Bond Proceeds	58,978,169	
21 Debt Service Interest Payable	9,455,751	8,527,484
22 Risk Contingency	7,630,873	7,485,716
23 Box Elder County ROW (sales tax)	6,683,856	5,830,794
24 Mountain Accord	149,707	247,447
25 Joint Insurance Trust	4,037,750	3,256,602
26 UT County Bond Proceeds	4,677,651	42,901,574
27 Amounts held in escrow	9,332,099	4,410,179
28 <b>TOTAL RESTRICTED RESERVES</b>	<b>\$ 136,482,848</b>	<b>\$ 117,534,932</b>
<b>DESIGNATED OPERATING RESERVES</b>		
29 Service Stabilization Reserve	\$ 13,916,046	\$ 13,525,550
30 Fuel Reserve	1,915,000	1,915,000
31 Parts Reserve	3,000,000	3,000,000
32 Operating Reserve	25,976,619	25,247,693
33 Early Debt Retirement Reserve	32,541,912	14,858,258
34 <b>TOTAL DESIGNATED OPERATING RESERVES</b>	<b>\$ 77,349,577</b>	<b>\$ 58,546,501</b>
35 <b>TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS</b>	<b>\$ 213,832,425</b>	<b>\$ 176,081,433</b>

SUMMARY FINANCIAL DATA  
(UNAUDITED)

EXHIBIT 1-3

As of July 31, 2018

REVENUE & EXPENSES

	ACTUAL Jul-18	ACTUAL Jul-17	YTD 2018	YTD 2017
<b>REVENUE</b>				
1 Passenger Revenue	\$ 3,718,033	\$ 3,907,712	\$ 29,705,443	\$ 29,577,025
2 Advertising Revenue	200,000	195,833	1,400,000	1,370,831
3 Investment Revenue	1,334,276	189,928	3,578,741	1,407,603
4 Sales Tax	26,046,776	21,352,038	160,453,547	147,109,320
5 Other Revenue	4,813,107	308,726	6,055,598	2,041,908
6 Fed Operations/Preventative Maint.	6,042,734	4,850,981	36,553,547	36,453,379
7 <b>TOTAL REVENUE</b>	<b>\$ 42,154,926</b>	<b>\$ 30,805,218</b>	<b>\$ 237,746,876</b>	<b>\$ 217,960,066</b>
<b>OPERATING EXPENSE</b>				
8 Bus Service	\$ 8,162,107	\$ 6,679,251	\$ 54,613,398	\$ 50,788,527
9 Commuter Rail	2,154,606	1,563,528	13,748,017	12,194,825
10 Light Rail	2,976,579	2,209,685	20,633,321	19,610,628
11 Maintenance of Way	997,645	880,396	8,969,174	9,063,147
12 Paratransit Service	1,988,681	1,463,686	12,217,098	11,548,481
13 RideShare/Van Pool Services	563,392	231,465	1,790,385	1,649,844
14 Operations Support	3,833,002	2,915,277	26,103,658	24,046,658
15 Administration	2,303,073	1,870,327	16,799,892	16,277,825
16 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 22,979,085</b>	<b>\$ 17,813,615</b>	<b>\$ 154,874,943</b>	<b>\$ 145,179,935</b>
17 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ 19,175,841</b>	<b>\$ 12,991,603</b>	<b>\$ 82,871,933</b>	<b>\$ 72,780,131</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
18 Planning & Development	\$ 459,754	\$ 391,834	\$ 2,595,818	\$ 2,762,121
19 Major Investment Studies		11,247	-	11,247
20 Offsetting Investment Studies			-	-
21 Bond Principal	1,481,111	771,667	7,029,946	5,146,669
22 Bond Interest	7,901,566	6,923,789	55,158,012	49,151,849
23 Bond Funded Interest - 2015A Sub		47,716	-	4,819,342
24 Bond Cost of Issuance/Fees	2,100	2,100	1,044,622	31,150
25 Lease Cost	514,895	342,020	3,870,693	1,895,470
26 Sale of Assets	(1,172,743)	(6,139)	(5,212,094)	(2,365,368)
27 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ 9,186,683</b>	<b>\$ 8,484,234</b>	<b>\$ 64,486,997</b>	<b>\$ 61,452,480</b>
28 <b>CONTRIBUTION TO CAPITAL RESERVES</b>	<b>\$ 9,989,158</b>	<b>\$ 4,507,369</b>	<b>\$ 18,384,936</b>	<b>\$ 11,327,651</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
29 Bond Debt Service - Series 2007A CAB	\$ (161,449)	\$ 15,859	\$ 69,069	\$ 111,013
30 Bond Premium/Discount Amortization	(1,076,976)	(1,321,256)	(7,511,213)	(9,248,794)
31 Bond Refunding Cost Amortization	683,649	685,192	4,785,544	4,796,344
32 Future Revenue Cost Amortization	67,576	67,576	473,033	473,032
33 Depreciation	10,230,335	12,560,000	82,378,299	87,920,000
34 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 9,743,135</b>	<b>\$ 12,007,371</b>	<b>\$ 80,194,732</b>	<b>\$ 84,051,595</b>

CURRENT MONTH

	ACTUAL Jul-18	BUDGET Jul-18	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
<b>REVENUE</b>				
1 Passenger Revenue	\$ 3,718,033	\$ 3,852,780	\$ (134,747)	-3%
2 Advertising Revenue	200,000	213,833	(13,833)	-6%
3 Investment Revenue	1,334,276	311,000	1,023,276	329%
4 Sales Tax	26,046,776	22,451,622	3,595,154	16%
5 Other Revenue	4,813,107	564,333	4,248,774	753%
6 Fed Operations/Preventative Maint.	6,042,734	5,068,917	973,817	19%
7 <b>TOTAL REVENUE</b>	<b>\$ 42,154,926</b>	<b>\$ 32,462,485</b>	<b>\$ 9,692,441</b>	<b>30%</b>
<b>OPERATING EXPENSE</b>				
8 Bus Service	\$ 8,162,107	\$ 8,059,918	\$ (102,189)	-1%
9 Commuter Rail	2,154,606	1,904,618	(249,988)	-13%
10 Light Rail	2,976,579	2,958,320	(18,259)	-1%
11 Maintenance of Way	997,645	1,513,049	515,404	34%
12 Paratransit Service	1,988,681	1,924,211	(64,470)	-3%
13 RideShare/Van Pool Services	563,392	267,541	(295,851)	-111%
14 Operations Support	3,833,002	3,771,429	(61,573)	-2%
15 Administration	2,303,073	2,698,173	395,100	15%
16 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 22,979,085</b>	<b>\$ 23,097,259</b>	<b>\$ 118,174</b>	<b>1%</b>
17 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ 19,175,841</b>	<b>\$ 9,365,226</b>	<b>\$ 9,810,615</b>	<b>105%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
18 Planning & Development	\$ 459,754	\$ 458,750	\$ (1,004)	0%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	1,481,111	768,666	(712,445)	-93%
22 Bond Interest	7,901,566	8,051,454	149,888	2%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	2,100	5,458	3,358	62%
25 Lease Cost	514,895	1,081,746	566,851	52%
26 Sale of Assets	(1,172,743)	-	1,172,743	
27 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ 9,186,683</b>	<b>\$ 10,366,074</b>	<b>\$ 1,179,391</b>	<b>11%</b>
28 <b>CONTRIBUTION TO CAPITAL RESERVES</b>	<b>\$ 9,989,158</b>	<b>\$ (1,000,848)</b>	<b>\$ 10,990,006</b>	<b>1098%</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
29 Bond Debt Service - Series 2007A CAB	\$ (161,449)			
30 Bond Premium/Discount Amortization	(1,076,976)			
31 Bond Refunding Cost Amortization	683,649			
32 Future Revenue Cost Amortization	67,576			
33 Depreciation	10,230,335			
34 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 9,743,135</b>			

BUDGET TO ACTUAL REPORT  
(UNAUDITED)

EXHIBIT 1-5

As of July 31, 2018

YEAR TO DATE

	ACTUAL Jul-18	BUDGET Jul-18	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
<b>REVENUE</b>				
1 Passenger Revenue	\$ 29,705,443	\$ 27,476,985	\$ 2,228,458	8%
2 Advertising Revenue	1,400,000	1,413,833	(13,833)	-1%
3 Investment Revenue	3,578,741	2,177,000	1,401,741	64%
4 Sales Tax	160,453,547	155,728,873	4,724,674	3%
5 Other Revenue	6,055,598	3,950,333	2,105,265	53%
6 Fed Operations/Preventative Maint.	36,553,547	35,482,417	1,071,130	3%
7 <b>TOTAL REVENUE</b>	<b>\$ 237,746,876</b>	<b>\$ 226,229,441</b>	<b>\$ 11,517,435</b>	<b>5%</b>
<b>OPERATING EXPENSE</b>				
8 Bus Service	\$ 54,613,398	\$ 56,129,589	\$ 1,516,191	3%
9 Commuter Rail	13,748,017	13,327,319	(420,698)	-3%
10 Light Rail	20,633,321	20,528,557	(104,764)	-1%
11 Maintenance of Way	8,969,174	10,275,838	1,306,664	13%
12 Paratransit Service	12,217,098	13,371,980	1,154,882	9%
13 RideShare/Van Pool Services	1,790,385	1,872,252	81,867	4%
14 Operations Support	26,103,658	26,281,764	178,106	1%
15 Administration	16,799,892	18,902,792	2,102,900	11%
16 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 154,874,943</b>	<b>\$ 160,690,091</b>	<b>\$ 5,815,148</b>	<b>4%</b>
17 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ 82,871,933</b>	<b>\$ 65,539,351</b>	<b>\$ 17,332,582</b>	<b>26%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
18 Planning & Development	\$ 2,595,818	\$ 3,211,250	\$ 615,432	19%
19 Major Investment Studies	-	-	-	
20 Offsetting Investment Studies	-	-	-	
21 Bond Principal	7,029,946	5,356,668	(1,673,278)	-31%
22 Bond Interest	55,158,012	54,873,636	(284,376)	-1%
23 Bond Funded Interest - 2015A Sub	-	-	-	
24 Bond Cost of Issuance/Fees	1,044,622	38,208	(1,006,414)	-2634%
25 Lease Cost	3,870,693	4,171,866	301,173	7%
26 Sale of Assets	(5,212,094)	-	5,212,094	
27 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ 64,486,997</b>	<b>\$ 67,651,628</b>	<b>\$ 3,164,631</b>	<b>5%</b>
28 <b>CONTRIBUTION TO CAPITAL RESERVES</b>	<b>\$ 18,384,936</b>	<b>\$ (2,112,278)</b>	<b>\$ 20,497,214</b>	<b>970%</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
29 Bond Debt Service - Series 2007A CAB	\$ 69,069			
30 Bond Premium/Discount Amortization	(7,511,213)			
31 Bond Refunding Cost Amortization	4,785,544			
32 Future Revenue Cost Amortization	473,033			
33 Depreciation	82,378,299			
34 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 80,194,732</b>			



CAPITAL PROJECTS  
(UNAUDITED)

As of July 31, 2018

EXHIBIT 1-6

	2018 ACTUAL	ANNUAL BUDGET	PERCENT
<b>EXPENSES</b>			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 7,545,112	\$ 23,516,922	32.1%
2 INFORMATION TECHNOLOGY	1,667,531	8,594,818	19.4%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	260,540	1,035,796	25.2%
4 CAPITAL PROJECTS	4,719,990	41,057,292	11.5%
5 PROVO OREM BRT	17,733,228	40,227,000	44.1%
6 AIRPORT STATION RELOCATION	968,160	22,901,499	4.2%
7 STATE OF GOOD REPAIR	6,803,921	29,674,141	22.9%
8 PROP 1 PROJECTS	1,656,760	11,067,067	15.0%
9 TIGER (INCLUDING PROP#1 TIGER)	153,423	13,104,294	1.2%
10 TOTAL	<u>\$ 41,508,665</u>	<u>\$ 191,178,829</u>	21.7%
<b>REVENUES</b>			
14 GRANT	\$ 1,786,640	\$ 26,114,493	6.8%
16 PROVO-OREM TRIP	17,733,228	30,000,000	59.1%
17 LEASES (PAID TO DATE)	6,240,910	21,163,045	29.5%
18 BONDS	1,904,052	50,877,399	3.7%
19 LOCAL PARTNERS	267,510	14,318,487	1.9%
15 TRANSFER FROM OPERATING (PROP 1)	1,656,760	3,997,323	0.0%
20 UTA FUNDING	11,919,565	44,708,082	26.7%
21 TOTAL	<u>\$ 41,508,665</u>	<u>\$ 191,178,829</u>	21.7%

As of July 31, 2018

**BY SERVICE**

	CURRENT MONTH		YEAR TO DATE	
	Jul-18	Jul-17	2018	2017
<b>UTA</b>				
Fully Allocated Costs	22,979,085	17,813,615	154,874,943	145,179,836
Passenger Farebox Revenue	3,718,034	3,908,680	29,705,443	29,577,993
Passengers	3,259,269	3,332,368	24,902,890	25,812,096
Farebox Recovery Ratio	16.2%	21.9%	19.2%	20.4%
Actual Investment per Rider	\$5.91	\$4.17	\$5.03	\$4.48
GOAL Investment per Rider				
<b>BUS SERVICE</b>				
Fully Allocated Costs	10,990,761	8,763,132	73,569,029	68,497,369
Passenger Farebox Revenue	1,324,375	1,457,686	11,549,502	11,268,895
Passengers	1,353,664	1,400,053	10,696,873	11,187,393
Farebox Recovery Ratio	12.0%	16.6%	15.7%	16.5%
Actual Investment per Rider	\$7.14	\$5.22	\$5.80	\$5.12
<b>LIGHT RAIL SERVICE</b>				
Fully Allocated Costs	6,028,679	4,537,166	42,692,321	40,262,926
Passenger Farebox Revenue	1,253,967	1,457,353	10,432,942	10,201,597
Passengers	1,369,834	1,400,498	10,200,654	10,613,050
Farebox Recovery Ratio	20.8%	32.1%	24.4%	25.3%
Actual Investment per Rider	\$3.49	\$2.20	\$3.16	\$2.83
<b>COMMUTER RAIL SERVICE</b>				
Fully Allocated Costs	3,382,256	2,553,848	22,448,720	20,859,004
Passenger Farebox Revenue	461,863	495,199	3,400,459	3,286,057
Passengers	377,374	363,310	2,803,916	2,749,924
Farebox Recovery Ratio	13.7%	19.4%	15.1%	15.8%
Actual Investment per Rider	\$7.74	\$5.67	\$6.79	\$6.39
<b>PARATRANSIT</b>				
Fully Allocated Costs	2,117,356	1,575,263	13,355,755	12,660,688
Passenger Farebox Revenue	331,839	186,354	2,042,187	2,559,880
Passengers	59,877	60,066	482,912	484,578
Farebox Recovery Ratio	15.7%	11.8%	15.3%	20.2%
Actual Investment per Rider	\$29.82	\$23.12	\$23.43	\$20.84
<b>RIDESHARE</b>				
Fully Allocated Costs	460,033	384,206	2,809,118	2,899,848
Passenger Farebox Revenue	345,990	312,088	2,280,354	2,261,563
Passengers	98,520	108,442	718,534	777,152
Farebox Recovery Ratio	75.2%	81.2%	81.2%	78.0%
Actual Investment per Rider	\$1.16	\$0.67	\$0.74	\$0.82

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Jul-18	Jul-17	2018	2017
<b>FULLY ALLOCATED COSTS</b>				
Bus Service	\$10,990,761	\$8,763,132	\$73,569,029	\$68,497,369
Light Rail Service	\$6,028,679	\$4,537,166	\$42,692,321	\$40,262,926
Commuter Rail Service	\$3,382,256	\$2,553,848	\$22,448,720	\$20,859,004
Paratransit	\$2,117,356	\$1,575,263	\$13,355,755	\$12,660,688
Rideshare	\$460,033	\$384,206	\$2,809,118	\$2,899,848
<b>UTA</b>	<b>\$22,979,085</b>	<b>\$17,813,615</b>	<b>\$154,874,943</b>	<b>\$145,179,835</b>
<b>PASSENGER FAREBOX REVENUE</b>				
Bus Service	\$1,324,375	\$1,457,686	\$11,549,502	\$11,268,895
Light Rail Service	\$1,253,967	\$1,457,353	\$10,432,942	\$10,201,597
Commuter Rail Service	\$461,863	\$495,199	\$3,400,459	\$3,286,057
Paratransit	\$331,839	\$186,354	\$2,042,187	\$2,559,880
Rideshare	\$345,990	\$312,088	\$2,280,354	\$2,261,563
<b>UTA</b>	<b>\$3,718,034</b>	<b>\$3,908,680</b>	<b>\$29,705,443</b>	<b>\$29,577,992</b>
<b>PASSENGERS</b>				
Bus Service	1,353,664	1,400,053	10,696,873	11,187,393
Light Rail Service	1,369,834	1,400,498	10,200,654	10,613,050
Commuter Rail Service	377,374	363,310	2,803,916	2,749,924
Paratransit	59,877	60,066	482,912	484,578
Rideshare	98,520	108,442	718,534	777,152
<b>UTA</b>	<b>3,259,269</b>	<b>3,332,368</b>	<b>24,902,890</b>	<b>25,812,095</b>
<b>FAREBOX RECOVERY RATIO</b>				
Bus Service	12.0%	16.6%	15.7%	16.5%
Light Rail Service	20.8%	32.1%	24.4%	25.3%
Commuter Rail Service	13.7%	19.4%	15.1%	15.8%
Paratransit	15.7%	11.8%	15.3%	20.2%
Rideshare	75.2%	81.2%	81.2%	78.0%
<b>UTA</b>	<b>16.2%</b>	<b>21.9%</b>	<b>19.2%</b>	<b>20.4%</b>
<b>ACTUAL INVESTMENT PER RIDER</b>				
Bus Service	\$7.14	\$5.22	\$5.80	\$5.12
Light Rail Service	\$3.49	\$2.20	\$3.16	\$2.83
Commuter Rail Service	\$7.74	\$5.67	\$6.79	\$6.39
Paratransit	\$29.82	\$23.12	\$23.43	\$20.84
Rideshare	\$1.16	\$0.67	\$0.74	\$0.82
<b>UTA</b>	<b>\$5.91</b>	<b>\$4.17</b>	<b>\$5.03</b>	<b>\$4.48</b>

SUMMARY OF ACCOUNTS RECEIVABLE  
(UNAUDITED)

EXHIBIT 1-9

As of July 31, 2018

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Government <sup>1</sup>	\$ 36,392,794	\$ 36,392,794				
2 Local Contributions <sup>2</sup>	48,726,843	48,726,260				583
3 Pass Sales	364,997	375,672	(67,479)	5,833	2,534	48,437
4 Property Management	113,859	64,537	11,554	30,556	152	7,060
5 Vanpool/Rideshare	37,604	25,310	1,460	2,624	(4,510)	12,720
6 Product Sales and Development	481,257	393,136	21,487	5,391	9,772	51,471
7 Railway Worker Protection	1,800					1,800
8 Capital Development Agreements	347,617	66,038		33,841	360	247,378
9 Mobility Management	1,700	-			1,700	
10 Paratransit	11,250	11,250				-
11 Other <sup>3</sup>	2,937,123	2,937,123				
12 Total	<b>\$ 89,416,844</b>	<b>\$ 88,992,120</b>	<b>\$ (32,978)</b>	<b>\$ 78,245</b>	<b>\$ 10,008</b>	<b>\$ 369,449</b>

Percentage Due by Aging

13 Federal Government <sup>1</sup>	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
14 Local Contributions <sup>2</sup>	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
15 Pass Sales	102.9%	-18.5%	1.6%	0.7%	13.3%	
16 Property Management	56.7%	10.1%	26.8%	0.1%	6.2%	
17 Vanpool/Rideshare	67.3%	3.9%	7.0%	-12.0%	33.8%	
18 Product Sales and Development	81.7%	4.5%	1.1%	2.0%	10.7%	
19 Railway Worker Protection	0.0%	0.0%	0.0%	0.0%	100.0%	
20 Capital Development Agreements	19.0%	0.0%	9.7%	0.1%	71.2%	
21 Mobility Management						
22 Paratransit	100.0%	0.0%	0.0%	0.0%	0.0%	
23 Other	100.0%	0.0%	0.0%	0.0%	0.0%	
24 Total	<b>99.5%</b>	<b>0.0%</b>	<b>0.1%</b>	<b>0.0%</b>	<b>0.4%</b>	

<sup>1</sup> Federal preventive maintenance funds, federal RideShare funds, and federal interest subsidies for Build America Bonds

<sup>2</sup> Estimated sales tax to be distributed upon collection by the Utah State Tax Commission

<sup>3</sup> OCIP escrow, fuel tax credit, warranty parts out for repair

Note:

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000  
 FROM JULY 1, 2018 THROUGH JULY 31, 2018  
 (UNAUDITED)

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
14-1063JH TIMP FACILITY EXPANSION	7/29/2015	BIG D CONSTRUCTION	337606	7/3/2018	269,060.74
15-1251TP PROVO-OREM BRT	7/15/2015	KIEWIT/CLYDE	337607	7/3/2018	4,075,499.38
14-17TH POSITIVE TRAIN CONTROL	10/6/2004	ROCKY MOUNTAIN SYSTEMS SERVICE	337666	7/5/2018	775,094.55
R2018-05-09		ROCKY MOUNTAIN POWER	337757	7/5/2018	229,287.53
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	337819	7/12/2018	608,052.25
17-2156PP VALIDATOR HARDWARE ORDER	3/20/2017	VIX TECHNOLOGY INC.	337821	7/12/2018	403,219.21
UT13-064GL PROJECT MGMT SERVICES	3/3/2014	WSP USA	337822	7/12/2018	347,249.81
R2018-05-09		ROCKY MOUNTAIN POWER	338102	7/19/2018	309,315.76
17-2331PP 2-EV40 TRANSMISSIONS	3/16/2018	SMITH POWER PRODUCTS	338115	7/19/2018	304,812.58
17-2171TH LIGHT RAIL INVENTORY DAMAGE REPAIR	3/17/2017	SIEMENS INDUSTRY, INC.	338022	7/19/2018	723,573.75
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACEY AND WITBECK, INC.	338170	7/26/2018	269,423.45

# General Contracts, Change Orders and Disbursements

Revenue Contracts
Disbursements
Contracts & Change Orders
Pre-Procurements (information)

## Board Consent Agenda 9/27/18

Item #	Board Motion	Criteria	Type	Project Manager	Project Title	Summary Description & Purpose	Vendor (or potential vendors)	Total Contract Value	Change Orders			Contract Start Date	Contract End Date (incl. options)	Included In 2018 Budget?	Solicitation Method	Number Of Firms Which Responded To Solicitation	Total Contract Amount Of Next Lowest Bidder
									Change Order Amount	Total Contract Amount After Change Order	Percentage Change						
4c1	Motion to approve the contract and forward to Board for consent agenda	Contract is \$200,000 - \$999,999	Disbursement	Paul Drake	Excavation for Sandy Civic Center Parking Structure	Payment to subcontractor for excavation of parking structure construction site.	Hamilton Partners	\$ 272,000		N/A	N/A	N/A	N/A	Yes	Disbursement	N/A	N/A
4c2	Motion to approve the contract and forward to Board for consent agenda	Change order brings total contract value to \$200,000 or more	Revenue	Casey Walrath	Tooele Flex Route Transit Service	WFRC CMAQ funding for a third and final year to reimburse operating expenses incurred on the Tooele Flex Route F402. The initiative is funded through Federal Highway Administration funds and has been set up as a pass-through via UDOT.	UDOT	\$ 280,892	\$ 128,714	\$ 409,606	46%	9/1/2017	8/31/2021	Yes	Revenue contract	N/A	N/A

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT  
WITH UTAH COUNTY**

R2018-09-04

September 27, 2018

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

WHEREAS, the Authority and Utah County (the “County”) entered into a December 2, 2014 Interlocal Agreement (the “2014 Interlocal”); and

WHEREAS, pursuant to the 2014 Interlocal, the County: (i) issued \$65 million in bonds to finance a portion of the costs incurred to construct the Provo-Orem Bus Rapid Transit system (“BRT System”); and (ii) agreed to pay operation and maintenance costs (“O&M Costs”) relative to the BRT System for a period of approximately ten years; and

WHEREAS, the County is utilizing the revenues of a local option sales and use tax collected pursuant to Utah Code Ann. §59-12-2218 (the “Third Quarter Tax”) to secure the bonds and fund the O&M Costs; and

WHEREAS, the Authority is required to make a Forward Payment (as such term is defined in the 2014 ILA) to the County, and to also reimburse the County with respect to the O&M Costs; and

WHEREAS, the County has the ability to impose a new sales and use tax pursuant to Utah Code Ann. §59-12-2219 (the “Fourth Quarter Tax”); and

WHEREAS, the County and the Authority have negotiated a new Interlocal Agreement (the “2018 Interlocal”), which 2018 Interlocal provides for the expenditure of Fourth Quarter Tax revenues, should the Fourth Quarter Tax be imposed by the County prior to June 30, 2020; and

WHEREAS, the imposition of the Fourth Quarter Tax in accordance with the 2018 Interlocal will save the Authority substantial amounts of financing costs and accelerate the implementation of new transit service within the County.

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

1. That the Board hereby approves the 2018 Interlocal with the County.

2. That the Board authorizes the Executive Director and his designee(s) to execute the 2018 Interlocal in substantially the same form as attached as Exhibit A.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the 2018 Interlocal.
4. That the corporate seal be attached hereto.

Approved and adopted this 27<sup>th</sup> day of September 2018.

---

Greg Bell, Chair  
Board of Trustees

ATTEST:

---

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)



CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 27<sup>th</sup> day of September 2018.

---

Greg Bell, Chair  
Board of Trustees

---

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

---

Legal Counsel

## Exhibit A

**INTERLOCAL COOPERATION AGREEMENT**  
**between**  
**UTAH TRANSIT AUTHORITY**  
**and**  
**UTAH COUNTY**

(Relating to the Use of the Public Transit District Portion of Funding  
Generated Under UCA 59-12-2219 Local Option Sales Tax, If Adopted)

This INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_ 2018 by and between UTAH COUNTY, a political subdivision of the State of Utah (“County”), and UTAH TRANSIT AUTHORITY, a public transit district organized pursuant to Utah Code Ann. § 17B-2a-801, et seq. (“UTA”). The County and UTA are sometimes referred to collectively as the “parties,” and either may be referred to individually as a “party,” all as governed by the context in which such words are used.

**RECITALS**

WHEREAS, UTA directly receives and funds public transit service in the County with revenues from local option sales and use taxes collected pursuant to Utah Code Ann. §59-12-2213 (the “First Quarter Tax”) and Utah Code Ann. §59-12-2215 (the “Second Quarter Tax”);

WHEREAS, the County funds road improvement projects with revenues from a local option sales and use tax collected pursuant to Utah Code Ann. §59-12-2218 (the “Third Quarter Tax”);

WHEREAS, on December 2, 2014, the County and UTA executed a separate Interlocal Cooperation Agreement (the “Initial BRT ILA”), whereby the County agreed to: (i) issue bonds (secured by a pledge of Third Quarter Tax revenues) to partially finance the construction of a Bus Rapid Transit system (the “BRT System”); and (ii) pay operation and maintenance costs (“O&M Costs”) relative to the BRT System for a period of approximately ten years (subject to future reimbursement by UTA);

WHEREAS, pursuant to the Initial BRT ILA, the County issued \$65 million in subordinated transportation sales tax revenue bonds, Series 2016 (the “2016 County Bonds”), and is obligated to make semiannual principal and interest payments (“Principal and Interest Payments”) with respect to the 2016 County Bonds;

WHEREAS, the County’s current, combined annual obligations with respect to the Principal and Interest Payments and O&M Costs are approximately \$6 million;

WHEREAS, pursuant to the Initial BRT ILA, the County holds legal title to BRT System improvements;

WHEREAS, UTA is required to make, no later than December 31, 2028, a Forward Payment (as such term is defined in the Initial BRT ILA) to the County in order to acquire legal title to all BRT System improvements funded, in part, by the County pursuant to the Initial BRT ILA;

WHEREAS, at approximately the same time the Forward Payment is made, the County's obligations with respect to the O&M Costs shall cease;

WHEREAS, the Initial BRT ILA requires UTA to reimburse the County for all amounts previously paid by the County (plus accrued interest calculated in accordance with the Initial BRT ILA) once First Quarter Tax revenues are sufficient to fund such reimbursement;

WHEREAS, recent state legislation allows the County to impose a local option sales and use tax pursuant to Utah Code Ann. §59-12-2219 (the "Fourth Quarter Tax") on or before July 1, 2020;

WHEREAS, pursuant to Utah Code Ann. §59-12-2219, and effective as of July 1, 2019, forty percent of the new revenues to be collected from any Fourth Quarter Tax so imposed (such percentage hereinafter the "Fourth Quarter Transit Revenues") would be paid directly to UTA;

WHEREAS, the imposition of the Fourth Quarter Tax may be either submitted to the vote of the registered voters of Utah County or directly approved by the County legislative body;

WHEREAS, if the Fourth Quarter Tax is imposed, it will generate additional funding sources for road improvement projects and allow currently encumbered Third Quarter Tax revenues to be repurposed as an additional source of road improvement funding;

WHEREAS, the consideration of whether to impose the Fourth Quarter Tax is based on the understanding that Fourth Quarter Transit Revenues will be used: (i) to pay/offset/reimburse Principal and Interest Payments with respect to the 2016 County Bonds; (ii) to prospectively pay O&M Costs for the BRT System; (iii) to reimburse the County with respect to any out-of-pocket O&M costs and other BRT System costs directly paid by the County to UTA; and (iv) for other purposes allowed under this Agreement; and

WHEREAS, the parties are entering this Agreement to evidence that understanding.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Imposition of Fourth Quarter Tax. The obligations of this Agreement shall not be effective until the County imposes the Fourth Quarter Tax, either after submission

of an opinion question to the vote of the registered voters of Utah County, or directly by the County legislative body, and in accordance with the requirements of Utah Code Ann. §59-12-2219. This Agreement, and all obligations provided hereunder, shall automatically terminate if the Fourth Quarter Tax is not imposed by the County on or before June 30, 2020.

2. Application of the Fourth Quarter Transit Revenues. Conditioned upon its actual receipt of the Fourth Quarter Transit Revenues from the Utah State Tax Commission as contemplated in this Agreement, and only to the extent that the annual Fourth Quarter Transit Revenues received by UTA are sufficient for the identified purposes, UTA agrees to apply Fourth Quarter Transit Revenues received from the Utah State Tax Commission for the following purposes and in the following descending order of priority:
  - a. Fourth Quarter Transit Revenues shall first be applied to prospectively meet the County's obligations to make Principal and Interest Payments with respect to the 2016 County Bonds. Beginning after July 1, 2019, and at such time when sufficient Fourth Quarter Transit Revenues have been (or are projected to be) received by UTA, UTA and the County shall develop procedures pursuant to which UTA shall transfer collected Fourth Quarter Transit Revenues to the County for this purpose. Such procedures shall provide for UTA's semiannual transfer of funds according to a schedule that allows the County to use those transferred funds to make Principal and Interest Payments in accordance with the bond documents. To the extent that the annual Fourth Quarter Transit Revenues paid to UTA are insufficient to make the Principal and Interest Payments under the County's bond documents, then the County shall fund the deficiencies as contemplated in the Initial BRT ILA.
  - b. In the event that the annual Fourth Quarter Transit Revenues received by UTA from the Utah State Tax Commission are more than sufficient to pay the Principal and Interest Payments as described in Section 2(a) above, then UTA shall apply additional Fourth Quarter Transit Revenues (to the extent available) to pay the actual, documented O&M Costs incurred by UTA with respect to the BRT System. To the extent that the annual Fourth Quarter Transit Revenues paid to UTA are sufficient (after payment of Principal and Interest Payments as contemplated in Section 2(a) above) to fund BRT System O&M Costs, then the County shall be relieved of its obligation to pay O&M Costs to UTA (as contemplated by Section 7 of the Initial BRT ILA) for such year. To the extent that the annual Fourth Quarter Transit Revenues paid to UTA are insufficient for such purposes, then the County shall fund the deficiencies (and be entitled to future reimbursement for such amounts) as contemplated by the Initial BRT ILA, but subject to the maximum annual limit set forth therein.
  - c. In the event that the annual Fourth Quarter Transit Revenues received by UTA from the Utah State Tax Commission are more than sufficient to fund

the purposes identified in Sections 2(a) and 2(b) above, then additional Fourth Quarter Transit Revenues shall (to the extent available) next be applied by UTA to reimburse the County with respect to Principal and Interest Payments previously paid by the County (but only that such payments have not already been paid/offset/reimbursed by Fourth Quarter Transit Revenue payments under this Agreement).

- d. In the event that the annual Fourth Quarter Transit Revenues received by UTA from the Utah State Tax Commission are more than sufficient to fund the purposes identified in Sections 2(a), 2(b) and 2(c) above, then additional Fourth Quarter Transit Revenues shall (to the extent available) next be applied by UTA to reimburse the County with respect to: (i) out-of-pocket O&M costs directly paid by the County to UTA pursuant to Section 7 of the Initial BRT ILA (hereafter the “County O&M Payments); and (ii) \$2.8 million in Third Quarter Tax revenues that were paid to UTA pursuant to a September 17, 2013 Design Funding Agreement (the “Design Agreement”).
  - e. In the event that the annual Fourth Quarter Transit Revenues received by UTA from the Utah State Tax Commission are more than sufficient to fund the purposes identified in Sections 2(a), 2(b), 2(c) and 2(d) above, then Fourth Quarter Transit Revenues shall next be applied by UTA to reimburse the County with respect to interest accrued (pursuant to Section 7(b) and Section 7(e) of the Initial BRT ILA) on the balance of the County O&M Payments pursuant to Section 7 of the Initial BRT ILA.
  - f. In the event that the annual Fourth Quarter Transit Revenues received by UTA from the Utah State Tax Commission are more than sufficient to fund the purposes identified in Sections 2(a), 2(b), 2(c), 2(d) and 2(e) above, then Fourth Quarter Transit Revenues shall next be deposited into a reserve account to fund the early redemption of the 2016 Bonds (including any optional redemption of the 2016 Bonds or other refinancing or early payment of the 2016 Bonds that is agreed to pursuant to Section 9 of this Agreement) (hereafter the “Reserve Account”). Any interest earned by UTA with respect to the Reserve Account shall also be subject to the provisions of this Section 2.
  - g. Once the 2016 Bonds have been retired, and once all amounts advanced by the County under the Initial BRT ILA and Design Agreement have been repaid as contemplated in Sections 2(b), 2(c), 2(d) and 2(e) above, then the Fourth Quarter Transit Revenues shall be applied to new transit service within the County and/or major transit projects within the County, in accordance with Section 3 of this Agreement.
3. New Transit Service and Major Transit Projects Funded by the Fourth Quarter Transit Revenues. UTA shall coordinate the planning of any new transit service, and any major transit projects, to be funded pursuant to Section 2(g) in consultation with the Utah County Council of Governments and in accordance with the

- requirements of Utah Code Ann. § 17B-2a-801, et seq. New transit service to be funded pursuant to Section 2(g) shall not be provided until a service level agreement is executed between UTA and the County and shall only be provided in accordance with the terms and conditions of such service level agreement. Major transit projects to be funded pursuant to Section 2(g) are also subject to the written approval of the County, which County approval must be obtained by UTA prior to commencement of construction. Major transit projects are projects such as new or expanded commuter rail, light rail or bus rapid transit construction.
4. Initial BRT ILA and Design Agreement to Remain in Full Force and Effect. Except to the extent expressly modified by the terms and conditions of this Agreement, the parties intend that the Initial BRT ILA and the Design Agreement shall remain in full force and effect and this Agreement, the Initial BRT ILA, and the Design Agreement shall be read and construed so as to give effect to all such agreements.
  5. Credits against UTA's Forward Payment Obligations. The Forward Payment obligation of UTA (as generally described in Section 6 of the Initial BRT ILA and as subsequently specifically calculated by the parties) shall be reduced to reflect all Fourth Quarter Transit Revenue: (i) transferred to the County to make Principal and Interest Payments under Section 2(a) of this Agreement; and (ii) paid to the County under Section 2(c) to reimburse the County with respect to out-of-pocket Principal and Interest Payments.
  6. Credits against UTA's Obligations to Reimburse O&M Costs. Any Fourth Quarter Transit Revenues paid to the County pursuant to Sections 2(d) and 2(e) of this Agreement shall be applied as a credit to UTA's reimbursement obligations under Section 7(e) of the Initial BRT ILA.
  7. Tracking Amounts Owed by UTA under the Initial BRT ILA. UTA and the County shall develop procedures to jointly track and update, on a real-time basis, all amounts owed by UTA to the County under the Initial BRT ILA. Such procedures shall, at a minimum, track all credits applied to the Forward Payment amount pursuant to Section 5 of this Agreement and the then-outstanding principle and interest amounts due with respect to O&M costs directly paid by the County to UTA pursuant to Section 7 of the Initial BRT ILA
  8. Records of O&M Costs. UTA shall maintain financial records reasonably demonstrating the O&M Costs to which Fourth Quarter Transit Revenues are applied during the term of this Agreement, and shall make such records available to the County upon request. This obligation shall be in addition to the record keeping obligations assumed by UTA pursuant to the Initial BRT ILA.
  9. Refinancing or Early Payment of the 2016 County Bonds. The parties agree to work in good faith to determine if mutually advantageous changes to the structure and administration of the 2016 County Bonds could be made to reduce the overall financing costs related to the BRT System. Potential opportunities include, without limitation, determining the feasibility of advancing the timing of the Forward

Payment to coincide with the ten-year optional redemption of the 2016 County Bonds, exploring additional prepayment opportunities that are mutually beneficial and exploring opportunities to refinance the 2016 County Bonds. Upon the implementation of any mutually agreed changes to the project finance structure, the parties shall agree to adjust the amount and timing of the Forward Payment to reflect such changes.

10. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act (Utah Code Ann. §11-13-101, Et. Seq. and hereinafter the “Interlocal Act”), and in connection with this Agreement, the parties agree as follows:
  - a. This Agreement shall be authorized by resolution of the legislative body of UTA and the legislative body of the County, all as required by Section 11-13-202.5 of the Interlocal Act.
  - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act.
  - c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party, pursuant to Section 11-13-209 of the Interlocal Act.
  - d. Except as otherwise specifically provided herein or in the Initial BRT ILA, each party shall be responsible for its own costs of any action undertaken pursuant to this Agreement, and for any financing of such costs.
  - e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the UTA Board of Trustees and by the Utah County Board of County Commissioners.
  - f. As provided in Section 11-13-219 of the Interlocal Act, the parties agree that a notice of this Agreement shall be published in the Deseret News, which is hereby designated by the County as the official newspaper for all publications made under the Interlocal Act. Any person in interest may contest the legality of this Agreement for 30 days after the publication of the notice of Agreement. After the 30 days have passed, no one may contest the regularity, formality, or legality of the Agreement or any action performed or instrument issued under the authority of this Agreement for any cause whatsoever.
11. Amendments. This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be: (i) approved by resolution of the governing or legislative body of each of the parties; (ii) executed by a duly authorized official of each of the parties; (iii) submitted to an attorney for each party that is authorized to represent said party for review as to proper form and



compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act; and (iv) filed in the official records of each party.

12. Successors and Assigns. This Agreement is binding upon all of the assigns, grantees and successors in interest to each of the parties, and shall remain in full force and effect until amended or terminated as provided herein.
13. Remedies. The parties acknowledge and agree that any breach of this Agreement may result in irreparable damage for which the non-breaching party will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, the non-breaching party may immediately seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security.
14. Counterparts. This Agreement may be executed in counterparts by UTA and the County. In such event, a duly executed original counterpart shall be filed with the keeper of records of each party pursuant to the Interlocal Act.
15. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
16. Term of Agreement. This Agreement shall take effect immediately upon execution and shall terminate on the later of (i) 50 years from the effective date hereof (as required by Section 11-13-216 of the Act), or (ii) repayment in full of the amounts owed by UTA to the County (including interest thereon) under the Initial BRT ILA.
17. Entire Agreement. This Agreement, together with the referenced Initial BRT ILA and the referenced Design Agreement, collectively contain the entire agreement between the parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in said agreements shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the parties.
18. Potential Name Change. Enacted in 2018, Section 17B-2a-803.1 of the Utah Code changes the name of Utah Transit Authority to Transit District of Utah, but provides that UTA shall implement the change over time and as resources permit. Notwithstanding the timing or manner of this change, the parties acknowledge that any such name change, or lack thereof, will only pertain to UTA's name, and will not affect the duties and obligations of the parties set forth in this Agreement or otherwise.

IN WITNESS WHEREOF, the above-identified parties have entered into this AGREEMENT effective the date first set forth herein.

BOARD OF COUNTY COMMISSIONERS,  
UTAH COUNTY, UTAH

UTAH TRANSIT AUTHORITY

\_\_\_\_\_  
Nathan Ivie, Chairman

\_\_\_\_\_  
Steve Meyer, Interim Executive Director

ATTEST:  
Bryan E. Thompson  
Utah County Clerk/Auditor

\_\_\_\_\_  
Robert Biles, Vice President of Finance

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

Reviewed and Approved as to Form and  
Compliance with Applicable Law:

Reviewed and Approved as to Form and  
Compliance with Applicable Law:  
Jeffrey R. Buhman  
Utah County Attorney

\_\_\_\_\_  
Legal Counsel for UTA

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

# General Contracts, Change Orders and Disbursements

Revenue Contracts
Disbursements
Contracts & Change Orders
Pre-Procurements (information)

**Board Meeting 9/27/18**

Item #	Board Motion	Criteria	Type	Project Manager	Project Title	Summary Description & Purpose	Vendor (or potential vendors)	Total Contract Value	Change Orders			Contract Start Date	Contract End Date (Incl. options)	Included in 2018 Budget?	Solicitation Method	Number Of Firms Which Responded To Solicitation	Total Contract Amount Of Next Lowest Bidder
									Change Order Amount	Total Contract Amount After Change Order	Percentage Change						
7b	Motion to forward the contract to the Board for approval	Contract is > \$1,000,000	Contract	Paul Drake	Sandy Civic Center Parking Structure	Shared parking structure for park-and-ride and transit-oriented development at the Sandy Civic Center	Wadsworth Brothers	\$ 5,914,889		N/A	N/A	10/1/2018	10/31/2019	Yes	RFP	5	\$ 5,742,393
7c	Motion to forward the contract to the Board for approval	Change order brings total contract value to \$1,000,000 or more	Revenue	Cherryl Beveridge	DSPD Revenue Contract	Revenue contract for paratransit services with the Utah Department of Human Services/Division of Services for People with Disabilities. This is an extension of the current contract for another year with new rates effective July 2018.	DHS/DSPD	\$ 7,712,204	\$ 1,742,772	\$ 9,454,976	23%	7/1/2013	6/30/2019	No	Revenue Contract	N/A	N/A
7d	Motion to forward the contract to the Board for approval	Change order brings total contract value to \$1,000,000 or more	Change Order	Greg Thorpe	Main Street Half Grand Union Construction	State of good repair removal and reconstruction of the 400 S. Half Grand Union section.	Stacy and Witbeck	\$ 21,653,183	\$ 4,017,940	\$ 25,671,123	19%	6/6/2019	7/1/2019	Yes	N/A	N/A	N/A

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING EXECUTION OF THE CONTRACT WITH  
WADSWORTH BROTHERS CONSTRUCTION COMPANY FOR THE  
CONSTRUCTION OF THE SANDY CIVIC CENTER PARKING GARAGE**

R2018-09-01

September 27, 2018

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

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

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

WHEREAS, the contract with Wadsworth Brothers Construction Company, attached as Exhibit A, for the construction of the Sandy Civic Center Parking Garage has a value of \$5,914,889 and has been reviewed and recommended for approval by the Board's Finance and Audit Committee; and

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

1. That the Board hereby approves the contract with Wadsworth Brothers Construction Company for the construction of the Sandy Civic Center Parking Garage as set forth in Exhibit A.
2. The Board authorizes the Executive Director and his designee(s) to execute the contract in substantially the same form as the exhibit to this Resolution.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the contract with Wadsworth Brothers Construction Company.
4. That the corporate seal be attached hereto.

Approved and adopted this 27<sup>th</sup> day of September 2018.

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Greg Bell, Chair  
Board of Trustees

ATTEST:

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Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 27<sup>th</sup> day of September, 2018.

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Greg Bell, Chair  
Board of Trustees

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Robert K. Biles, Secretary/Treasurer

Approved As To Form:

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Legal Counsel

## Exhibit A

## Detailed Contract Description & Purpose

**F&AC Review and/or Approval Date:** 9/12/2018

**Action Requested:** Motion to forward the contract to the Board for approval

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

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**Contract #:** 18-2800TP

**Contract Title:** Sandy Civic Center  
Parking Structure

**Project Manager:** Paul Drake

**Contract Administrator:** Brian Motes

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**Impacted Areas:**

**Included in budget?** Yes

**Procurement method:** Best value (RFP)

**Contractor:** Wadsworth Brothers  
Construction  
Company

**Sole-Source Reason:** N/A

**Total Contract Value**

**Qty & Unit price** \$ 5,914,889

**Contract term (Months)** 15 months

**Contract options (Months)** N/A

**Contract start date:** 10/1/2018

**Contract end date:** 12/31/2019

**Number of responding firms:** 5

**Next Lowest Bidder:** \$ 5,742,393

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**Detailed Description & Purpose:**

In 2014, UTA entered into a Development Agreement with its development partner, Hamilton Partners, to develop a high-intensity mix of land uses around the Sandy Civic Center TRAX Station (the "TOD"). The master plan for the TOD includes a UTA-owned parking garage that will provide park and ride stalls as well as stalls for the TOD.

The contract includes construction of the two-deck parking structure located southwest of the Sandy Civic Center TRAX platform, site work, and installation of improvements and utilities. The structure is designed to include two decks, using a post-tension design. The east side will be set into a slope eliminating the need for an internal ramp between decks. The lower deck will be accessed from Midvillage Boulevard while the upper deck will be accessed from Beetdigger Boulevard. The top deck is designed to contain 266 stalls with 252 stalls on the bottom deck for a total of 518 stalls. Parking on the upper deck and 34 parking stalls on the bottom deck will provide convenient access to the transit station. The balance of parking, 218 stalls, will be used by residents of the surrounding apartments, visitors, and patrons of retail shops.

UTA and the development partner will be overseeing construction efforts. Costs will be split between UTA and the development per each entity's proportionate share of parking stalls. UTA will be responsible for 58% of the overall costs (\$3,430,640), and the development will be responsible for 42% (\$2,484,250). Funding for UTA's portion of the Project will be partially provided by a Federal grant (\$2M) with the remainder coming from budgeted 2018 capital funds.

The RFP was conducted as a best-value proposal and the contractor selected was based on receiving the highest combined technical and pricing score.

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

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**Attachments:** Contract routing sheet attached?

Other attachments? (list)

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# CONTRACT ROUTING SHEET

Agenda Item No.: \_\_\_\_\_  
 Board Review Date: \_\_\_\_\_

## CONTRACT SECTION

- 1) Contract/P.O. No. **18-2800TP** (Assigned by Purchasing) Contract Administrator: **Brian Motes**  
 Project Manager: **Paul Drake**
- 2) Contract Type  A. A&E/Design  B. Blanket PO  C. Construction  D. Goods  E. Modification  
 F. Other \_\_\_\_\_  G. Renewal  H. Services  I. Task Orders
- 3) Procurement Method  RFQ (Quote)  IFB (Low Bid)  RFQ (Qualification)  Other: \_\_\_\_\_  
 RFP (Best-value)  Sole source
- 4) Contract Title **Sandy Civic Center Parking Structure**
- 5) Description / Purpose (of contract or project) **Sandy Civic Center Parking Structure**
- 6) Contractor Name **Wadsworth Brothers Construction Company**
- 7) Effective Dates Beginning: **10/01/18** Ending: **12/31/19**
- 8) Option to renew?  Yes  No Renewal terms \_\_\_\_\_

## FINANCIAL SECTION

- 9) Total Board Approval Amount: \$ **5,914,889.00**
- 9a) Current Contract Value: \_\_\_\_\_
- 9b) Amendment Amount: \_\_\_\_\_
- 9c) New Contract Value (including all amendments) \_\_\_\_\_
- 9e) Is the amount an estimate?  Yes  No  
 (Estimate if per transaction cost)
- 9f) If estimated, how was the estimate calculated? \_\_\_\_\_
- 10) Is the amount a one-time purchase or annual recurring purchase?  One-time  Recurring
- 11) Account Code **40-3186.68912** Capital Project Code **MSP18618**
- 12) Budgeted?  Yes  No Budget amount: \$ **5,914,889.00**
- 13) Will this contract require support from another department?  Yes  No
- 14) If so, is the other department(s) aware of this contract and the required support?  Yes  No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified?  Yes  No

## SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<input type="text"/>	<u>Bart Simmons</u>
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Bryan Steele</u>
IT Review (IT software or hardware)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Dan Harmuth</u>
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Paul Drake</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Mary DeLorretto</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Robert K. Biles</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>W. Steve Meyer</u>
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<u>Approval Date</u>

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



**CONSTRUCTION AGREEMENT**  
**RFP 18-2800TP**  
(Sandy Civic Center Station Parking Structure)

This Construction Agreement (“**Agreement**”) is hereby entered into by and between the Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“**UTA**”), East Village 3, LLC, a Utah limited liability company (“**Developer**”), and Wadsworth Brothers Construction, Inc., a Utah corporation (“**Contractor**”).

**RECITALS**

- A. UTA and Developer (“**Owners**”) are developing a project to: (i) construct a parking garage consisting of two (2) decks and 516 parking stalls; and (ii) install all associated infrastructure and site improvements (the “**Project**”).
- B. The Project, once completed, will be owned by UTA.
- C. A portion of the Project will be used by the lessees of the Developer and UTA and Developer have agreed that Developer will therefore be responsible for a portion of the construction costs.
- D. On July 30, 2018, UTA issued Request for Proposals No. 18-2800TP (the “**RFP**”), seeking interested parties to submit Proposals to perform the work required by the Project.
- E. The Owners evaluated the proposals and determined that the Contractor’s proposal is most advantageous to Owners.
- F. The Owners and Contractor desire to enter into this Agreement to define their respective roles and responsibilities with respect to the Project.

**AGREEMENT**

Therefore, the parties agree as follows:

**1. Scope of Work; Standard of Care.** (a) The Contractor shall perform the Work as required in the Contract Documents, including securing and paying for the building permit, procuring and furnishing all material, equipment, services and labor reasonably inferable from the Contract Documents as necessary to complete the Project.

(b) Contractor shall perform the Work in accordance with the Contract Document (including any attached or incorporated construction drawings) and applicable industry standards, and in full compliance with all applicable laws, regulations and permits.

**2. Schedule.** (a) Contractor shall commence the Work within seven (7) days of Contractor’s receipt of a Notice to Proceed (“**NTP**”) from the Owners. The Owners are not required to issue a NTP until all insurance and other required documentation is submitted and deemed acceptable by Owners. The NTP shall not be issued prior to October 15, 2018.

(b) Contractor shall achieve Substantial Completion of the entire Work no later than 10-31-19 (the "Guaranteed Substantial Completion Date").

(c) Contractor shall achieve Final Completion of the Work no later than 11-7-19.

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

(e) Contractor acknowledges that if Substantial Completion is not attained by the Guaranteed Substantial Completion Date, Owners will suffer damages that are difficult to measure and determine with precision. If Substantial Completion is not attained by the Guaranteed Substantial Completion Date, Contractor shall pay Owners \$500.00 as liquidated damages for each day that Substantial Completion extends beyond the Substantial Completion Date.

**3. Price and Payment.** (a) As full compensation for completing the Work in accordance with the Contract Documents, the Owners shall pay to the Contractor the lump sum price of \$5,914,889 (the "Contract Price"), as set forth on Exhibit A (which includes UTA's exercise of the option for the steel screen wall indicated in Exhibit A).

(b) The procedures for invoicing and payment are set forth in Article 4 the General Conditions. For convenience, Contractor shall separately invoice Owners with respect to each application for payment. Contractor shall provide UTA with an invoice allocating 58% percent of the total amount due. Contractor shall provide Developer with an invoice allocating 42% percent of the total amount due. Contractor agrees to receive separate payments from UTA and Developer provided that Owner shall remain jointly and severally liable for payment of the full Contract Price in the event of non-payment by either UTA or Developer.

(c) For purposes of calculating changes in the Contract Price pursuant to Section 7.6.1.43 of the General Conditions, Contractor will be entitled to a markup of 10% for overhead and profit. Subcontractors will be entitled to a markup of 10% for overhead and profit, but the cumulative markup may not exceed 21%.

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

- (1) All written amendments and Change Orders to this Agreement executed in accordance with the General Conditions;
- (2) This Agreement, including its exhibits;
- (3) The Contractor's Proposal in response to the RFP;
- (4) The RFP and all attached or incorporated drawings and specifications.

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

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

(d) Contractor acknowledges that, prior to the execution of this Agreement, it has carefully reviewed the Contract Documents for errors, omissions, conflicts or ambiguities (each, a "Discrepancy"), and is not aware of any Discrepancies as of the execution of this Agreement. If the Contractor becomes aware of a Discrepancy, the

Contractor shall immediately notify the Owners' Project Manager of that Discrepancy in writing. The Owners' Project Manager shall promptly resolve the Discrepancy in writing. Contractor's failure to promptly notify the Owners of an apparent discrepancy will be deemed a waiver of Contractor's right to seek an adjustment of the Contract Price and the Guaranteed Substantial Completion Date due to the discrepancy.

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

**5. Representatives of the Parties.** (a) The Owners designate Dave Kuhn as owner's representative, and Bruce Bingham and Paul Drake as its Senior Representatives. Dane Cooley will be the resident engineer. The Owners' Contract Administrator for this Agreement is Brian Motes. Questions or correspondence regarding the contractual aspects of this Agreement should be directed to Mr. Motes, at the address set forth in Section 14. The Owners' Project Manager, Senior Representative, and Contract Administrator are referred to collectively as the "**Owner Representatives.**"

(b) Contractor designates Guy Wadsworth as its Principle In Charge and Mark Oakeson as its Senior Representative (collectively, the "**Contractor Representatives**").

**6. Insurance and Bonds.** Contractor shall obtain and maintain the insurance coverage set forth in Exhibit B, and comply with the obligations set forth in Exhibit B. The Contractor shall provide the Owners a performance bond and a payment bond (the "**Bonds**") issued by a surety doing business in Salt Lake County, Utah, and listed in the then current US Department of the Treasury's Circular 570. The Bonds must each be in the amount equal to 100% of the Contract Price. Contract shall provide the Bonds to the Owners prior to commencing any Work.

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

If to the Utah Transit Authority:

Utah Transit Authority  
ATTN: Brian Motes  
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 the Developer:

East Village 3, LLC,  
ATTN: Dave Kuhn  
\_\_\_\_\_  
\_\_\_\_\_

With a required copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Contractor:

Wadsworth Brothers Construction Co., Inc.  
ATTN: Guy Wadsworth

With a required copy to:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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


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

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

**UTAH TRANSIT AUTHORITY**

By: \_\_\_\_\_  
Steve Meyer  
Interim Executive Director

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

By:   
Robert K. Biles  
VP of Finance

Date: 9/6/18

By:   
Paul Drake  
Sr. Mgr – Real Estate and TOD

Date: 9.6.18

Approved as to Legal Form:

By:   
Utah Transit Authority  
Legal Counsel

EAST VILLAGE 3, LLC

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

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

**Wadsworth Brothers  
Construction Company, Inc.**

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

Date: 9-5-18

Contractor's Federal ID Number: 87-0484162

**Exhibit A**

**Price Proposal**

**(Included on the next three pages)**



**PRICE PROPOSAL FORM - STIPULATED SUM (SINGLE PRIME CONTRACT)**

**A. PROJECT IDENTIFICATION:**

1. Utah Transit Authority, Sandy Parking Garage.
2. UTA Request For Proposals: RFP No. 18-2800TP.
3. IBI Group, Project No.115778 .

**B. THIS PRICE IS SUBMITTED TO:** Brian Motes; Procurement and Contracts Specialist; Owner's Representative; Utah Transit Authority.

1. See Document Utah Transit Authority "Request For Proposals" for date, time, and location of bid delivery.

**C. THIS PRICE IS FROM:** WADSWORTH BROTHERS CONSTRUCTION

1350 DRAPER PARKWAY

DRAPER, UT 84020

PH: 801.576.1453

**Contract's License #:** 250538-5501

**D. PROPOSER ACKNOWLEDGES THE FOLLOWING:**

1. The Owners have the right to reject any or all proposals in accordance with Part 3 of the Request For Proposals.
2. That if this Price Proposal is accepted by the Owners, Proposer will enter into and execute the Contract included under Part 4- Construction Agreement, and will furnish all bonds and insurance required by the Proposal Documents.
3. Proposer accepts the provisions of the Instructions to Proposers regarding disposition of Proposal Security or any bid bond provided.
4. Proposer has received all Proposal and Construction Documents.
5. Proposer has examined and is familiar with local conditions, laws and regulations.
6. Proposer has examined the site, all Construction Documents and become familiar with both.

**E. CONTRACT FOR CONSTRUCTION**

1. Proposer acknowledges acceptance of provisions in the Construction Agreement as included in Part 4 and this Price Form.
2. If Proposer objects to any provisions of the Construction Agreement, include a separate list of such objections with Proposal submission. Absence of list of objections will indicate acceptance as included in the Request For Proposals.

**F. AMOUNT OF TIME FOR THE PRICES TO BE HELD OPEN:** Proposer agrees that their Price will remain open for acceptance for ninety (90) calendar days after Proposal receipt date.

**G. CERTIFICATIONS AND LUMP SUM PRICE:**

Sandy Civic Center Parking Structure

Page 94 of 123

RFP No. 18-2800TP

1. The undersigned Proposer, having carefully examined the Proposal Procurement and Contracting Requirements, Construction Agreement and General Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the schedule of values and lump sum price noted below.

**Insert schedule values for category applicable**

01 General Conditions	Dollars (\$ <u>608,983-</u> )
01A Weather Protection	Dollars (\$ <u>49,500-</u> )
02 Existing Conditions/Demo	Dollars (\$ <u>0-</u> )
03 Concrete	Dollars (\$ <u>2,811,741-</u> )
04 Masonry	Dollars (\$ <u>10,740-</u> )
05 Metals	Dollars (\$ <u>237,520-</u> )
06 Woods, Plastics and Composites	Dollars (\$ <u>5165-</u> )
07 Thermal Moisture Protection	Dollars (\$ <u>357,166-</u> )
08 Doors, Windows and Openings	Dollars (\$ <u>11,000-</u> )
09 Finishes	Dollars (\$ <u>41652-</u> )
10 Specialties	Dollars (\$ <u>29,120-</u> )
11 Equipment	NOT USED
12 Furnishings	Dollars (\$ <u>0-</u> )
13 Special Construction	NOT USED
14 Conveying Systems	NOT USED
21 Fire Suppression	Dollars (\$ <u>43,513-</u> )
22 Plumbing	Dollars (\$ <u>512,5166-</u> )
23 Heating, Ventilation and Air Conditioning	Dollars (\$ <u>50,4160-</u> )
26 Electrical	Dollars (\$ <u>311,746-</u> )
27 Communications	Include in Div 26
31 Earthwork	Dollars (\$ <u>289,933-</u> )
32 Exterior Improvements	Include in Div 31

Bonds and Permits

Dollars (\$ 35,700-)

Profit and Overhead

Dollars (\$ 450,348-)

TOTAL LUMP SUM BID:

*five million eight hundred & nineteen thousand*  
*eight hundred and eighty-nine* (Sum expressed in words) \$ 5,819,889- (Sum expressed in figures)

Optional Steel Screen Wall detailed in Appendix VII Dollars (\$ 95,000-)

TOTAL LUMP SUM BID with the option of adding a steel screen wall:

*five million nine hundred and fourteen*  
*thousand eight hundred & eighty-nine* (Sum expressed in words) \$ 5,914,889- (Sum expressed in figures)

I PROPOSED COMPLETION DATE: Proposer agrees to complete the work (Substantial Completion) ready for occupancy by the Owners on or before by October 31, 2019.

J LIQUIDATED DAMAGES:

- 1. Proposer agrees to be assessed liquidated damage in the amount of Five Hundred Dollars (\$500.00) per day commencing upon the first day following expiration of the specified or adjusted time of performance and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owners will incur as a result of delayed completion of the Work.

K SUPPLEMENTS: The following completed documents are attached to and made a condition of this Price:

- 1. Required Price Security in the form of Bid Bond as indicated in Part 3 of the "Request For Proposals".
- 2. Completed Bid Forms and Declarations pages included in Appendix II.
- 3. Completed Attachment A included in Appendix II.
- 4. List of Subcontractors to include in the completed Bid Forms and Declarations may include, but are not required to include, Concrete Work, Steel Work, Roofing Work, Plumbing and Electrical.

END OF DOCUMENT

Accept Terms of Price Proposal (GW) Date 9/5/18 Company Name Wadsworth Brothers Federal I.D. No. 87-0484162

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING EXECUTION OF CONTRACT WITH  
THE UTAH DEPARTMENT OF HUMAN SERVICES/DIVISION OF SERVICES  
FOR PEOPLE WITH DISABILITIES TO PROVIDE PARATRANSIT SERVICES**

R2018-09-02

September 27, 2018

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

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

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

WHEREAS, the Authority currently contracts with the Utah Department of Human Services/Division of Services for People with Disabilities (“DHS/DSPD”) to provide paratransit services as set forth in Contract No. A02066; and

WHEREAS, DHS/DSPD and the Authority desire to extend the terms of Contract No. A02066 for a period of one year by executing Amendment 8; and

WHEREAS, Contract No. A02066 and its subsequent amendments, including Amendment 8 (attached as Exhibit A) to provide paratransit services have a value of \$1,742,772 and have been reviewed and recommended for approval by the Board’s Finance and Audit Committee; and

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

1. That the Board hereby approves Amendment 8 to Contract No. A02066 with DHS/DSPD to provide paratransit services.
2. The Board authorizes the Executive Director and his designee(s) to execute Amendment 8 in substantially the same form as the exhibit to this Resolution.
3. That the Board hereby ratifies any and all actions previously taken by the Authority’s management and staff to prepare the contract with DHS/DSPD.

4. That the corporate seal be attached hereto.

Approved and adopted this 27<sup>th</sup> day of September 2018.

---

Greg Bell, Chair  
Board of Trustees

ATTEST:

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Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 27<sup>th</sup> day of September, 2018.

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Greg Bell, Chair  
Board of Trustees

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Robert K. Biles, Secretary/Treasurer

Approved As To Form:

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Legal Counsel

## Exhibit A

## Detailed Contract Description & Purpose

**F&AC Review and/or Approval Date:** 9/27/2018

**Action Requested:** Motion to forward the contract to the Board for approval

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

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**Contract #:** A02066

**Contract Title:** DHS/DSPD Contract  
for Services

**Project Manager:** Cheryl Beveridge

**Contract Administrator:** Cheryl Beveridge

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**Impacted Areas:** Paratransit Services

**Included in budget?** N/A

**Procurement method:** Revenue Contract

**Contractor:** N/A

**Sole-Source Reason:** N/A

**Total Contract Value** \$ 1,742,772  
**Qty & Unit price**

**Contract term (Months)** 84

**Contract options (Months)** 0

**Contract start date:** 7/1/2013

**Contract end date:** 6/30/2019

**Number of responding firms:** N/A

**Next Lowest Bidder:** N/A

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**Detailed Description & Purpose:**



UTA is federally mandated under the American's with Disabilities Act (ADA) to provide paratransit service to eligible riders. This contract makes available additional service for paratransit eligible riders. Under the ADA, transit agencies can charge more than the standard paratransit fare (currently \$4.00) for "agency sponsored trips". That regulatory language applies to services funded by the Center for Medicare & Medicaid Services (CMS) and the Utah Department of Health & Human Services (DHS), specifically the Division of Services for People with Disabilities (DSPD). The riders referenced in this agreement qualify for certain Medicare services, including non-medical transportation. Funds for non-medical transportation services pass from CMS to DHS/DSPD then to UTA. In order for any state to receive CMS non-medical transportation funds, there is a required state match of 28%, which requires agencies providing this service to obtain a budgetary appropriation from the state legislature. Following a joint request from DHS/DSPD and UTA in 2010, CMS agreed 1) to allow UTA to pay the seed money for these services and 2) to reimburse UTA at its maximum cost per trip rate. The reimbursement is paid by CMS through DHS/DSPD to UTA. This contract amendment extends the current contract for another year with new cost per trip rates effective July 2018. All other terms of the original agreement remain the same.

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

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**Attachments:** Contract routing sheet attached? Yes

Other attachments? (list)

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# CONTRACT ROUTING SHEET

Agenda Item No.: \_\_\_\_\_  
Board Review Date: 9/27/2018

## CONTRACT SECTION

- 1) Contract/P.O. No. A02066 (Assigned by Purchasing) Contract Administrator: Cherryl Beveridge  
Project Manager: Cherryl Beveridge
- 2) Contract Type  A. A&E/Design  B. Blanket PO  C. Construction  D. Goods  E. Modification  
 F. Other \_\_\_\_\_  G. Renewal  H. Services  I. Task Orders
- 3) Procurement Method  RFQ (Quote)  IFB (Low Bid)  RFQU (Qualification)  
 RFP (Best-value)  Sole source  Other: \_\_\_\_\_
- 4) Contract Title Department of Human Services DSPD Contract for Services
- 5) Description / Purpose (of contract or project) Contract for Paratransit services with the Department of Human Services - Division of Services for People with Disabilities
- 6) Contractor Name DHS / Division of Services for People with Disabilities
- 7) Effective Dates Beginning: 07/01/13 Ending: 06/30/19
- 8) Option to renew?  Yes  No Renewal terms Extend 1 year to 6/30/2019

## FINANCIAL SECTION

- 9) Total Board Approval Amount:
- |   |                    |
|---|--------------------|
| 9a) Current Contract Value:                       | <u>\$7,712,204</u> |
| 9b) Amendment Amount:                             | <u>\$1,742,772</u> |
| 9d) New Contract Value (including all amendments) | <u>\$9,454,976</u> |
- 9e) Is the amount an estimate?  Yes  No  
(Estimate if per transaction cost)
- 9f) If estimated, how was the estimate calculated? Based on previous years.
- 10) Is the amount a one-time purchase or annual recurring purchase?  One-time  Recurring
- 11) Account Code 1000.40201 Capital Project Code N/A
- 12) Budgeted?  Yes  No Budget amount: \_\_\_\_\_
- 13) Will this contract require support from another department?  Yes  No
- 14) If so, is the other department(s) aware of this contract and the required support?  Yes  No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified?  Yes  No

## SIGNATURE SECTION

	Route to?	Initials	Signature
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<u>LB</u>	<u>Lisa Bohman</u>
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>TD</u>	<u>Troy Bingham</u>
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<u>Print Name</u>
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<u>Print Name</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>CB</u>	<u>Cherryl Beveridge</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>SM</u>	<u>Steve Meyer</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Approval Date</u>
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

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



State of Utah

GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

DEPARTMENT OF HUMAN SERVICES

ANN SILVERBERG WILLIAMSON  
Executive Director

OFFICE OF FISCAL OPERATIONS  
JENNIFER C. EVANS  
Director

BUREAU OF CONTRACT MANAGEMENT  
STEPHANIE M. CASTRO  
Director

Revision Date: May 31, 2012

Log No. 28506

Contract No. **A02066**

**DHS CONTRACT FOR SERVICES  
PROVIDED BY A UTAH GOVERNMENTAL ENTITY**

**CONTRACTING PARTIES:** This Contract is between the Utah Department of Human Services, which includes the Division of Services for People with Disabilities (referred to in this Contract as "DHS" or "DHS/DSPD");

AND

Name: Utah Transit Authority  
Address: 3600 South 700 West  
Salt Lake City, Utah 84119

A Utah Governmental Entity (referred to in this Contract as the "Contractor").

**NOTICES AND DOCUMENTS SHALL BE SUBMITTED TO:**

	CONTRACTOR	DHS
Name	Cherryl Beveridge	Clair Abee
Title	GM Special Services	Contract Administrator
Telephone	(801) 287-5350	(801) 538-4680
Email	<a href="mailto:cbeveridge@rideuta.com">cbeveridge@rideuta.com</a>	<a href="mailto:cabee@utah.gov">cabee@utah.gov</a>
Address	PO Box 30810 Salt Lake City, Utah 84119	195 North 1950 West Salt Lake City, Utah 84116

**TABLE OF PROVISIONS IN THIS CONTRACT**

- PART I: GENERAL PROVISIONS**
- PART II: SCOPE OF WORK AND SPECIAL CONDITIONS**
- PART III: PERFORMANCE MEASURES AND CLIENT OUTCOMES**
- PART IV: CONTRACT COSTS, BILLING AND PAYMENT INFORMATION**
- PART V: COST ACCOUNTING PRINCIPLES AND FINANCIAL REPORTING REQUIREMENTS**
- PART VI: BUDGETING PRINCIPLES AND FORMS**
- PART VII: COMMONLY APPLICABLE LAWS**
- PART VIII: DISCLOSURE OF LOBBYING ACTIVITIES**
- PART IX: JURISDICTION, COPYRIGHT AND OTHER GENERAL PROVISIONS**

**ATTACHMENT A: Self-Insurance Approval**

## PART I: GENERAL PROVISIONS

### SECTION A: CONTRACT DESCRIPTION AND SPECIFICATIONS

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

Part II ("Scope of Work and Special Conditions") and Part III ("Performance Measures and Client Outcomes") of this Contract describe in more detail the services and activities the Contractor shall provide pursuant to this Contract. The Contractor shall use the funds paid by DHS/DSPD pursuant to this Contract only for the purposes specified in this "Purpose and Scope" section and in Parts II and III. The Contractor represents that it has the financial, managerial and institutional capacity to fully comply with the requirements of this Contract.

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

- a. **Contract Period:** This Contract is effective as of **July 1, 2013** and terminates on **June 30, 2016**, unless terminated sooner in accordance with the terms and conditions of this Contract.
- b. **Contract Renewal:** This Contract may only be renewed in accordance with the following terms:

Contract may be renewed for 2 years through June 30, 2018.

3. **AUTHORITY AND PROCUREMENT:**

- a. The authority for entering into this Contract is set forth in the Utah Procurement Code (Utah Code § 63G-6-101 *et. seq.*), the Utah Procurement Rules (Utah Administrative Code Title R33), and other related statutes authorizing purchases on behalf of the State.
- b. This Contract is with a governmental entity and is exempt from procurement.

4. **TYPE OF CONTRACTOR:** The Contractor is a "**Service Provider.**" A service provider is a private or governmental entity that receives funds from DHS/DSPD for services provided to clients of DHS/DSPD under a program developed by DHS/DSPD.

5. **TYPE OF CONTRACT:**

- a. **Method Used to Calculate Contractor's Compensation.** This Contract is a "**Unit of Service**" (**Rate-Based**) Contract. DHS/DSPD's payment to the Contractor is based on individual units of service provided by Contractor, payable at the allowable rate established by DHS. If and when DHS/DSPD refers clients to the Contractor for services, DHS/DSPD shall pay the Contractor no more than the rates specified in Part IV ("Contract Costs, Billing and Payment Information") for the Contractor's services pursuant to this Contract. If DHS/DSPD and the Contractor have negotiated a rate that is lower than the standard rates set by DHS, DHS/DSPD shall pay the Contractor at that lower, negotiated rate.

- b. **DHS/DSPD 's Discretion About Client Placements.** DHS/DSPD gives the Contractor no express or implied guarantee or representation that it will place any clients or maintain any client placements with the Contractor.
- c. **Billing Procedures and Cost Principles.** See Part IV ("Contract Costs, Billing and Payment Information") for additional provisions about billings and Part V ("Cost Accounting Principles and Financial Reporting Requirements") for applicable cost principles.

6. **TYPE OF CONTRACT PAYMENTS:**

**Basis for Contractor's Compensation.** DHS/DSPD shall compensate the Contractor as follows:

**Non-Fixed Amount ("Open-Ended"):** This is a "requirements" contract in that DHS has not set a limit or cap for the total payment the Contractor may receive for providing services pursuant to this Contract. (Contractor's compensation must comply with the standard rates established by DHS or any lower negotiated rates the parties have agreed upon.)

7. **REDUCTION OF FUNDS IN CONTRACTS WITH A FIXED AMOUNT TYPE OF CONTRACT PAYMENT:** If an order by the Legislature or the Governor, or a federal or State law reduces the amount of funding to DHS/DSPD, or if the Executive Director of DHS decides to reduce the payments pursuant to this Contract, DHS/DSPD may terminate this Contract or proportionately reduce the services required by this Contract and the amounts to be paid by DHS/DSPD to the Contractor for such services. In addition, if the Contractor defaults in any manner in the performance of any obligation pursuant to this Contract, or if DHS/DSPD determines that Contractor is significantly underutilizing funds, DHS/DSPD may, at its option, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or underutilization of funds. DHS/DSPD shall give the Contractor 30 days notice of any such reduction or termination. Notwithstanding the foregoing, DHS/DSPD shall reimburse the Contractor in accordance with the original provisions of this Contract for all services performed before the effective date of the reduction or termination.

If the Type of Contract Payment is a Fixed Amount, and if DHS/DSPD reduces the payments pursuant to this Contract, the Contractor may make a proportionate reduction in the amount of services performed or in the number of clients served pursuant to this Contract. The Contractor shall notify DHS/DSPD in writing no less than ten working days before it implements any such reductions in services or client numbers.

8. **NO IMPOSITION OF FEES:** The Contractor shall not charge clients for any services provided pursuant to this Contract, except as expressly authorized in writing by DHS/DSPD.

9. **DOCUMENTS INCORPORATED BY REFERENCE:**

- a. All documents identified in this Contract.

- b. All statutes, regulations, and federal policies that apply to this Contract.
10. **ORDER OF INTERPRETATION:** In the event of any conflict between this Contract and other documents, the conflict shall be resolved in the following order:
- a. Contract and signed amendments.
  - b. Attachments to this Contract.

## **SECTION B: LEGAL STATUS, INDEMNIFICATION, AND EMERGENCY MANAGEMENT RESPONSIBILITIES**

1. **CONTRACTOR IS AN INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor, and has no authorization, express or implied, to bind DHS or any State agency to any agreements, settlements, or liability. Nothing in this Contract shall be construed to limit the Contractor's authority to bind itself to agreements, settlements or liability, as long as such agreements, settlements or liability affect only itself and not DHS. The Contractor is not authorized to act as an agent for DHS, except as expressly provided in this Contract. Persons employed by DHS and acting under direction of DHS shall not be deemed to be employees or agents of the Contractor. Persons employed by the Contractor and acting under the direction of the Contractor shall not be deemed to be employees or agents of DHS except as expressly provided in this Contract. As an independent contractor, the Contractor is responsible for its own operations and for providing the office space, supplies, equipment, tools, and other supports necessary to provide the services covered by this Contract unless specifically stated otherwise in this Contract. The compensation paid to the Contractor pursuant to this Contract shall be the Contractor's total compensation from DHS for the services provided pursuant to this Contract. The Contractor is responsible for the payment of any and all tax liabilities incurred as a result of the compensation received.
2. **CONTRACTOR MUST PROVIDE INSURANCE:**
- a. **Required Insurance:** The Contractor shall maintain adequate protection against liability as specified in this Contract. Specifically, the Contractor shall maintain commercial insurance or self-insurance for the dollar amounts and types of coverage specified in this Contract. Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah and rated "A-" or better with a financial size category of Class VII or larger, according to the ratings and financial size categories published by A.M. Best Company at the time this Contract is executed.

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

Each of the Contractor's general liability insurance policies and/or the Contractor's self-insurance shall include an endorsement that names the State of Utah, DHS, DHS/DSPD

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

b. **Deductibles and Similar Costs.** The Contractor shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs *and similar items*. The deductibles, self-insured retentions, self-insurance costs *and similar items* for the insurance policies required by this Contract may not exceed \$10,000.00, unless the Contractor obtains prior **written** approval of a higher amount from the DHS Deputy Director for Support Services who may withhold approval for any reason.

c. **Types of Liability Protection the Contractor Shall Provide:**

(1) **Commercial Insurance:** The Contractor shall maintain the following policies of liability insurance at its sole expense during the term of this Contract, *unless* the Contractor has already satisfied the requirements of the "self-insurance" provision below:

(a) *General Liability Insurance:* The Contractor shall maintain a policy of general liability insurance that at a minimum covers the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of the Contractor. The policy shall provide for a combined single limit or the equivalent of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate. If the Contractor is providing services at more than one site, the general liability insurance shall cover each of those sites. If the general liability insurance coverage obtained by the Contractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to five years beyond the date that this Contract is terminated.

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

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

3. **CONTRACTOR'S SUBCONTRACTORS MUST PROVIDE INSURANCE:**

- a. **Contractor Subcontracts Executed on or before July 1, 2013.** The Contractor shall require subcontractors executing an agreement with the Contractor on or before July 1, 2013 for the provision of services pursuant to this Contract to comply with the insurance and indemnification requirements below:
- (1) **Required Insurance for Subcontractors.** The Contractor shall require its subcontractors to maintain commercial insurance or self-insurance for the dollar amounts and types of coverage specified in this Contract. Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah and rated "A-" or better with a financial size category of Class VII or larger, according to the ratings and financial size categories published by A.M. Best Company at the time this Contract is executed.

Commercial insurance may be obtained from an insurance company that does not meet the above stated A. M. Best Company rating and/or class size, if the subcontractor provides documentation verifying the insurance company



providing the subcontractor's insurance **is reinsured** by another affiliated insurance company that **does meet** the required rating and class size requirements.

- (2) **Additional Insured Endorsement.** Each of the subcontractor's general liability insurance policies shall include an endorsement that names UTA and its officers and employees as additional insureds. The additional insured endorsement shall provide UTA and its officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the subcontractor's acts or omissions in connection with this Contract. The subcontractor is not required to obtain an "additional insured" endorsement for any automobile or Workers' Compensation insurance policy required by this Contract.
- (3) **Deductibles and Similar Costs.** The subcontractor shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs *and similar items*. The deductibles, self-insured retentions, self-insurance costs *and similar items* for the insurance policies required by this Contract may not exceed \$10,000.00, unless the Contractor obtains prior **written** approval for the subcontractor to maintain a higher amount from the DHS Deputy Director for Support Services who may withhold approval for any reason.
- (4) **Types of Liability Protection the Subcontractor Shall be Required to Provide:**
  - (a) **Commercial Insurance:** The subcontractor shall maintain the following policies of liability insurance at its sole expense during the term of this Contract, unless the subcontractor has already satisfied the requirements of the "self-insurance" provision below:
    - i. **General Liability Insurance:** The subcontractor shall maintain a policy of general liability insurance that at a minimum covers the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of the subcontractor. The policy shall provide for a combined single limit or the equivalent of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate. If the subcontractor is providing services at more than one site, the general liability insurance shall cover each of those sites. If the general liability insurance coverage obtained by the subcontractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to five years beyond the date that this Contract is terminated.
    - ii. **Automobile Insurance:** If the subcontractor's services involve transporting any clients or goods for DHS/DSPD, the

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

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

- (5) **Documentation Evidencing Insurance, "Additional Insured" Endorsement, and Continued Coverage.** Before signing a contract with a subcontractor and before signing this Contract, the Contractor shall ensure that the subcontractor obtains from its general liability insurer(s) and provides to DHS/DSPD, certificates of insurance and "additional insured" endorsements that indicate that the required coverage is in effect and that the insurer shall give DHS/DSPD 30 days notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request from DHS/DSPD, the Contractor shall obtain from its subcontractor and shall provide to DHS/DSPD, evidence that the subcontractor has the insurance coverage required by this Contract.

b. **Contractor Subcontracts Executed *after* July 1, 2013.** The Contractor shall require subcontractors executing an agreement with the Contractor **after** July 1, 2013 for the provision of services pursuant to this Contract, to comply with the insurance and indemnification requirements below:

- (1) **Required Insurance for Subcontractors.** A subcontractor shall maintain adequate protection against liability as specified in this Contract. Specifically, the Contractor shall require its subcontractors to maintain commercial insurance or self-insurance for the dollar amounts and types of coverage specified in this Contract. Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah and rated "A-" or better with a financial size category of Class VII or larger, according to the ratings and financial size categories published by A.M. Best Company at the time this Contract is executed.

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

- (2) **Additional Insured Endorsement.** Each of the subcontractor's general liability insurance policies shall include an endorsement that names the State of Utah, DHS, DHS/DSPD and their officers and employees as additional insureds. The additional insured endorsement shall provide the State of Utah, DHS, DHS/DSPD and their officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the subcontractor's acts or omissions in connection with this Contract. The subcontractor is not required to obtain an "additional insured" endorsement for any automobile or Workers' Compensation insurance policy required by this Contract.
- (3) **Deductibles and Similar Costs.** The subcontractor shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs *and similar items*. The deductibles, self-insured retentions, self-insurance costs *and similar items* for the insurance policies required by this Contract may not exceed \$10,000.00, unless the Contractor obtains prior **written** approval for the

subcontractor to maintain a higher amount from the DHS Deputy Director for Support Services who may withhold approval for any reason.

(4) **Types of Liability Protection the Subcontractor Shall be Required to Provide:**

(a) **Commercial Insurance Required:** The Contractor shall require the subcontractor to maintain the following policies of liability insurance at its sole expense during the term of this Contract, unless the subcontractor has already satisfied the requirements of the "self-insurance" provision below:

(i) ***General Liability Insurance:*** The subcontractor shall maintain a policy of general liability insurance that at a minimum covers the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of the subcontractor. The policy shall provide for a combined single limit or the equivalent of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate. If the subcontractor is providing services at more than one site, the general liability insurance shall cover each of those sites. If the general liability insurance coverage obtained by the subcontractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to five years beyond the date that this Contract is terminated.

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

(b) **Self-Insured Subcontractor—No Commercial Insurance Required, But Indemnification and *Prior* DHS Approval Required:** If the subcontractor claims that it is self-insured, the Contractor shall provide DHS with evidence that the subcontractor is financially solvent and has established financial arrangements (such as a written comprehensive

self-insurance program, performance bonds or fidelity bonds) that will provide DHS with liability protection at least as adequate and extensive as the insurance otherwise required pursuant to this Contract. Specifically, the subcontractor must show that its ability to process and pay claims adequately, fairly and in a timely manner is comparable to a commercial insurer that provides general liability insurance and/or automobile insurance. Before executing this Contract or a contract with a subcontractor, the Contractor shall obtain from the DHS Deputy Director for Support Services a written statement indicating that DHS has determined, based on the subcontractor's financial evidence and representations, that the subcontractor's self-insurance arrangements and indemnification agreements are sufficient to satisfy the requirements of this Contract, and the subcontractor is therefore not required to obtain additional commercial liability insurance naming DHS as an insured party. If it sees fit, DHS may include in this statement any additional conditions designed to ensure that the subcontractor's self-insurance arrangements are comparable to the insurance required of other subcontractors. A copy of the Deputy Director's statement shall be an attachment to this Contract or shall be made an attachment to this Contract by amendment and shall be a material provision of this Contract. Nothing in this provision shall be construed to require DHS to consent to any self-insurance arrangements, and DHS may withhold its approval for any reason.

(c) **Workers' Compensation:** The Contractor shall require its subcontractors to comply with the Utah Workers' Compensation Act which requires employers to provide workers' compensation coverage for their employees.

(5) **Documentation Evidencing Insurance, "Additional Insured" Endorsement, and Continued Coverage.** Before signing a contract with a subcontractor, the Contractor shall ensure that the subcontractor obtains from its liability insurer(s) and provides to DHS/DSPD, certificates of insurance and "additional insured" endorsements that indicate that the required coverage is in effect and that the insurer shall give DHS/DSPD 30 days notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request from DHS/DSPD, the Contractor shall obtain from its subcontractor and shall provide to DHS/DSPD, evidence that the subcontractor has the insurance coverage required by this Contract.

4. **NO SUBROGATION OR CONTRIBUTION:** The Contractor and its subcontractors shall have no right of subrogation or contribution from the State or DHS for any judgment rendered against the Contractor or its subcontractors. The Contractor shall include a provision in any subcontract for services pursuant to this Contract that the subcontractor shall have no right of subrogation or contribution from the State or DHS for any judgment rendered against the Contractor or the subcontractor.

5. **INDEMNIFICATION:** Regardless of the type of insurance required by this section, the Contractor (and where applicable, the subcontractor) agrees to the following indemnification:
- a. **Indemnification by the Contractor.** There is no indemnification by the Contractor and the Contractor and DHS shall each be responsible for their own actions and defense of any claims or suits. This Contract shall not be construed with respect to third parties as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled.
  - b. **Indemnification by Subcontractors:** The Contractor shall ensure its contracts with subcontractors require the subcontractor to defend, hold harmless and indemnify the State of Utah, DHS, DHS/DSPD and their officers and employees from and against any loss, damages, injury, liability, suits, claims and proceedings arising out of the performance of this Contract, the Contractor's subcontract or which are caused in whole or in part by the subcontractor's acts, omissions, failure to act, or negligence of the subcontractor's officers agents, volunteers, or employees, except where the claim arises out of the sole negligence of DHS.
  - c. **Definition of the Term "Claim":** As used in these "Indemnification" provisions the term "claim" includes any and all claims, losses, damages, liabilities, judgments, costs, expenses, attorneys' fees and causes of action of every kind or character (including personal injury, death, and damages to property or business interests) arising because of, out of, or in any way connected with the performance of this Contract or with a party's failure to comply with the provisions of this Contract.
  - d. **Defense of Suits Brought Upon Claims - Subcontractors:** If the Contractor uses subcontractors it shall ensure that its subcontracts require the subcontractor to defend all suits brought upon a claim and pay all incidental costs and expenses including attorney's fees consistent with the requirements expressed in this Paragraph 5 for Contractors of DHS. However, DHS shall have the option to participate in the defense of any such suit in which DHS perceives that its interests are not being protected by the Contractor or the subcontractor or where the Contractor or subcontractor believes, asserts, or claims that the claim arises out of the sole negligence of DHS. In the latter situation, the Contractor and/or subcontractor shall notify DHS within 90 days of receiving notice of the claim against it that the Contractor or subcontractor believes, asserts or claims that the claim arises out of the sole negligence of DHS. In the event the Contractor or subcontractor fails to notify DHS within this timeframe, the subcontractor shall defend and indemnify DHS even if the claim arises out of the sole negligence of DHS. The participation in the defense of a claim by DHS does not relieve the Contractor and the subcontractor of any obligation under this Contract. However, if DHS elects to retain independent counsel, DHS shall pay the attorney's fees and costs associated with such counsel except where DHS retains independent counsel due to a claim by the Contractor and/or subcontractor that the claim arises out of the sole negligence of DHS. In such a situation, if a finding is later made that the claim did not arise out of the sole negligence of DHS, the Contractor and/or subcontractor shall reimburse DHS for all costs including attorney's fees incurred by DHS.

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

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

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

## SECTION C: CONTRACTOR'S COMPLIANCE WITH APPLICABLE LAWS

1. **COMPLIANCE WITH APPLICABLE LAWS.** The Contractor shall comply with all applicable laws. The term "applicable laws" refers to all federal and State statutes, regulations, and executive orders that apply to the Contractor's activities or that impose restrictions on the Contractor's use of federal or state funding or grants. It is the Contractor's responsibility to obtain legal advice about the laws governing its activities.
2. **CERTIFICATION OF NON-DEBARMENT.** Pursuant to 45 C.F.R. 76.100 *et seq.* and Executive Orders 12549 and 12689, DHS may not award contracts to entities that are listed on the government-wide debarment and suspension system. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any governmental entity. If the Contractor cannot so certify, the Contractor must attach a written explanation and DHS/DSPD must obtain *prior* written approval for this Contract from the DHS Deputy Director for Support Services. Failure to obtain such prior written approval shall be considered a material breach of this Contract.
3. **DEFICIT REDUCTION ACT - MEDICAID FRAUD AND ABUSE:** The Contractor shall meet requirements for *Medicaid-specific Federal Assurances*, Section 6032 of the Deficit Reduction Act of 2005 (Employee Education About False Claims Recovery). The Contractor shall educate its employees, agents, and subcontractors about:
  - a. The False Claims Act, 31 United States Code §§3729–3733;
  - b. Administrative Remedies for False Claims and Statements, 31 United States Code §§3801–3812;
  - c. The Utah False Claims Act, Utah Code § 26-20-1, *et seq.*;
  - d. The Utah Protection of Public Employees Act, Utah Code § 67-21-1, *et seq.*;
  - e. Policies and procedures for detecting and preventing fraud, waste, and abuse;
  - f. How to report suspected fraud, waste and abuse of Medicaid funds;
  - g. The whistleblower protections afforded employees that report suspected fraud, waste, and abuse of Medicaid funds in good faith; and
  - h. The penalties for filing false or fraudulent claims for Medicaid payment.

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

Additional information is available on the DHS website.



4. **COMPLIANCE WITH PRO-CHILDREN ACT OF 1994:** “In accordance with Part C of Public Law 103-227, the “Pro-Children Act of 1994”, smoking may not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs whether directly or through State or local governments. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.” By signing this Contract, the Contractor certifies that it will comply with the requirements of this Act if the Act is applicable to this Contract
  
5. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):** If any of the funds received by the Contractor pursuant to this contract are identified as Federal awards the Contractor shall comply with the FFATA requirements applicable to sub-awardees and shall provide DHS with the following information, updating it as changes occur:
  - a. The Contractor's Data Universal Numbering System (DUNS) number;
  - b. The names and compensation of the Contractor's five most highly compensated executives *whenever the Contractor meets the criteria identified in FFATA for reporting executive compensation data*; and
  - c. The Contractor's principal place of performance.

Information entered by DHS in the Federal Funding Accountability and Transparency Act Sub-award Reporting System (FSRS) can be viewed at the following website: [USAspending.gov](http://USAspending.gov).
  
6. **HUMAN SUBJECTS RESEARCH:** The Contractor may not conduct any research involving human subjects or their private data if the subjects are employees of DHS or individuals receiving services (whether direct or contracted) from DHS or individuals receiving services funded by DHS, unless the Contractor has obtained prior written approval from the DHS Institutional Review Board (IRB), and from any other federal or state agencies whose approval is required for research on human subjects. Before conducting such research, the Contractor shall fully comply with any requirements or conditions, including requirements relating to informed consent, imposed by such IRB committees or agencies.
  
7. **COMPLIANCE WITH LICENSING STANDARDS AND OTHER LAWS:** The Contractor represents that it currently meets all applicable licensing standards and other requirements of federal and state law, and all applicable ordinances of the city or county in which services or care is provided. The Contractor shall continue to comply with all such applicable standards, requirements and ordinances during the term of this Contract, and if the Contractor fails to do so, DHS/DSPD may terminate this Contract immediately.
  
8. **COMPLIANCE WITH DHS' PROVIDER CODE OF CONDUCT:** Except as provided in subsection (d) of this Paragraph 8, the Contractor shall follow and enforce DHS' Provider Code of Conduct. The DHS Provider Code of Conduct may be found at the following web site: [http://www.hsofo.utah.gov/services\\_contract\\_info.htm](http://www.hsofo.utah.gov/services_contract_info.htm)

- a. Before allowing any employee or volunteer to work with clients pursuant to this Contract, the Contractor shall also comply with the following requirements:
  - (1) The Contractor shall provide a current copy of the Code of Conduct to each employee or volunteer currently working for the Contractor and to any new employees or volunteers; and
  - (2) The Contractor shall retain in each employee or volunteer's file a signed and dated statement in which that person certifies that he or she has read and understood the Code of Conduct and will comply with it.
- b. As used in this Paragraph 8, "volunteer" means a person who:
  - (1) donates services to the Contractor without pay or other compensation, except for expenses incurred (such as meals and other travel costs); and
  - (2) is a board member, officer, or other person who is substantially involved in the Contractor's decision-making processes, or is a person who has direct unsupervised contact with DHS/DSPD clients.
- c. Annually, the Contractor shall obtain a copy of the current DHS Provider Code of Conduct poster. Contractor shall prominently display the poster where its employees and volunteers can see it. (A copy of the current DHS Provider Code of Conduct poster may be downloaded from the website identified in Paragraph 8 above.)
- d. The Contractor may enforce its own written Code of Conduct in lieu of the DHS Provider Code of Conduct if the Contractor first provides DHS/DSPD with a written certification that the Contractor has compared its own Code of Conduct and the DHS Provider Code of Conduct, and has determined that its own Code of Conduct is at least as comprehensive and stringent as the DHS Provider Code of Conduct. The Contractor shall also give its employees and volunteers a copy of its Code of Conduct before they begin working with the clients pursuant to this Contract, and the Contractor shall retain in each employee or volunteer's file a signed and dated statement in which that person certifies that he or she has read and understood the Contractor's Code of Conduct and will comply with it.

9. **RESTRICTIONS ON CONFLICTS OF INTEREST:**

- a. Purpose. The purpose of this Section is to assure that the goods and services provided to DHS/DSPD pursuant to this Contract afford DHS/DSPD a commercially reasonable level of quality and cost. These provisions prohibit Contractors and anyone acting on their behalf from using their employment with the State of Utah or their relationship with others, including potential subcontractors, to enter into any transaction or arrangement that is improper or gives the appearance of being improper because of that person's State employment or relationship with a third party.

The following table summarizes the key monitoring and reporting requirements in this Section:

<b>CONFLICTS-OF-INTEREST MONITORING AND REPORTING REQUIREMENTS</b>	
<b>Contractor And Governmental Subcontractors</b>	<b>Non-Governmental Subcontractors</b>
<p>Give DHS a Certificate of Compliance before entering into this Contract or a subcontract relating to this Contract;</p> <p style="text-align: center;">And</p> <p>Give DHS a Disclosure Form that identifies any existing and new conflicts of interest that relate to this Contract and are worth \$2,000 or more, and then obtain prior approval from DHS before entering into transactions or decisions involving these conflicts of interest.</p>	<p>Give DHS a Disclosure Form before entering into the subcontract with the Contractor;</p> <p style="text-align: center;">and</p> <p>Disclose new conflicts of interest as they arise during the term of this Contract;</p> <p style="text-align: center;">and</p> <p>Obtain prior approval from DHS before entering into any transactions that involve a conflict of interest that relates to this Contract.</p>

**b. Definitions**

- (1) **“Business Entity”** includes a sole proprietorship, partnership, limited liability company (LLC), association, joint venture, corporation, firm, trust, foundation, or other organization or entity used in carrying on a business.
- (2) **“Conflict of Interest”** means any situation where the Contractor or any Representative of the Contractor has economic, social, political, familial, or other interests which interfere with, or have the potential to interfere with, the exercise of that person’s duties, responsibilities, or judgment on behalf of the Contractor or DHS/DSPD, or which involve conflicting loyalties to the Contractor and to another interest. “Conflict of Interest” also includes any violation of the Ethics Acts as explained in this Paragraph 9.d. below.
- (3) **“Contractor”** means the entity contracting with DHS/DSPD and includes all Representatives of that entity. If the Contractor subcontracts any of its duties pursuant to this Contract, the term "Contractor" also refers to the subcontractor and its Representatives.
- (4) **“Representative”** means any person or entity acting on behalf of the Contractor, and includes all employees, owners, partners, directors, officers,

board members, and agents of the Contractor, as well as any other individual or group of individuals with authority to establish policies or make decisions for the Contractor. "Volunteers" are not "Representatives" and are not required to be included in the Contractor's Disclosure Statement, unless they are board members or officers, or are substantially involved in the Contractor's decision-making processes, or unless they have direct, unsupervised contact with DHS/DSPD clients.

- (5) **"Disclosure Statement"** means a written statement provided by the Contractor to DHS/DSPD about the Contractor's Conflicts of Interest. A form entitled "Conflict of Interest – Disclosure Statement" is available from DHS/DSPD, and may be obtained through a DHS/DSPD Contract Representative or through the DHS Bureau of Contract Management web site:  
[http://www.hsofo.utah.gov/services\\_contract\\_forms.htm](http://www.hsofo.utah.gov/services_contract_forms.htm)
- (6) **"Related Party"** means:
- (a) any person related to the Contractor by blood or marriage, which, for purposes of this Contract, includes parents, spouses, children, siblings, grandparents, grandchildren, uncles, aunts, nephews, nieces, first cousins, and in-laws; and
  - (b) all business associates of the Contractor who:
    - (i) are partners, directors, or officers in the same business entity as the Contractor;
    - (ii) have authority to make decisions or establish policies in the same business entity as the Contractor; or
    - (iii) directly or indirectly own 10% or more in the same business entity as the Contractor.
- (7) **"Related-Party Transaction"** means payments made by the Contractor to a Related Party in any manner or description (including those relating to administrative costs, capital expenditures, program expenditures, and payments for goods, services, facilities, leases, salaries, wages, professional fees or similar expenses) in connection with this Contract. "Related-Party Transaction" also means arrangements made between the Contractor and a Related Party, whether or not payments are involved, which affect the performance of this Contract in any manner.
- (8) **"Volunteer"** means a person who donates services to the Contractor without pay or other compensation, except for expenses incurred (such as meals and other travel costs).

- c. **Restrictions on Conflicts of Interest.** Transactions involving Conflicts of Interest are prohibited to the extent that they are in any way the result of undue influence. Conflicts of Interest can occur in one of three ways:
- (1) **Dual Employment.** Conflicts of Interest involving Dual Employment can occur when a Contractor's Representative is also employed by the State of Utah. Any use of a person's employment with the State of Utah to influence DHS/DSPD's decision to enter into this Contract with the Contractor or to influence any transactions undertaken by the Contractor pursuant to this Contract with DHS/DSPD is a prohibited Conflict of Interest.
  - (2) **Related-Party Transactions.** Conflicts of Interest involving Related-Party Transactions occur when the Contractor makes payments to a Related Party in any manner or description using money obtained from DHS/DSPD through this Contract. Conflicts of Interest can also occur when arrangements are made between the Contractor and a Related Party, whether or not payments are involved, which affect the performance of this Contract in any manner. Any use of a person's status as a Related Party to influence DHS/DSPD's decision to enter into this Contract with the Contractor or to influence any transactions undertaken by the Contractor pursuant to this Contract with DHS/DSPD is a prohibited Conflict of Interest.
  - (3) **Independent Judgment Impaired.** Conflicts of Interest involving impaired judgment occur when the Contractor's Representative participates in any transaction on the Contractor's behalf and has a relationship or shared interest with another party to the transaction, and this relationship or shared interest is not covered by the Related-Party Transaction restrictions but could affect the Representative's ability or willingness to exercise independent judgment for the benefit of the Contractor. Any use of a person's relationship or shared interest to influence DHS/DSPD's decision to enter into this Contract with the Contractor or to influence any transactions undertaken by the Contractor pursuant to this Contract with DHS/DSPD is a prohibited Conflict of Interest.
- d. **Dual Employment and Contractor's Compliance with the Ethics Acts.** While dual employment is not prohibited, the Contractor shall take measures to ensure that the Contractor's Representatives do not use their dual employment to unduly influence either DHS/DSPD's decision to enter into this Contract or any transactions undertaken by the Contractor in furtherance of this Contract.

The Contractor shall comply at all times with the applicable provisions of the Utah Public Officers' and Employees' Ethics Act (Title 67, Chapter 16 of the Utah Code) and the Municipal Officers' and Employees' Ethics Act (Title 10, Chapter 3, Part 13 of the Utah Code) (referred to collectively as the "Ethics Acts"). The Ethics Acts prohibit public officers and public employees from having personal involvement in any Business Entity if that involvement creates a substantial conflict between their private interests and their public duties. The parties agree, however, that except as otherwise expressly provided in the "Related-Party Transaction" and "Independent Judgment Impaired"

provisions of this Contract, nothing in this Contract is intended to expand or modify the Contractor's obligations under the Ethics Acts.

e. **Contractor Policies and Internal Review:** The Contractor shall familiarize its Representatives with:

- (1) the Conflict of Interest concept and the certification/disclosure requirements of this Contract; and
- (2) the applicable provisions of the Ethics Acts.

The Contractor shall implement a written policy that requires its Representatives to disclose to the Contractor all existing, potential, and contemplated Conflicts of Interest. The Contractor shall also regularly review any disclosures and its own operations to reasonably assure DHS/DSPD that the Contractor avoids prohibited Conflicts of Interest.

f. **Disclosing Conflicts of Interest to DHS:**

(1) **Requirements for Governmental Entities Such As the Contractor and Its Governmental Subcontractors.** Before entering into this Contract or a subcontract related to this Contract, the Contractor and any *governmental* subcontractors shall comply with the following requirements:

- (a) **Certification of Compliance.** The Contractor and its *governmental* subcontractors shall submit to DHS/DSPD a written certification, in which they certify that they maintain a written policy as required by Paragraph 9.e. above. The certification shall also provide that the Contractor and the governmental subcontractor monitor for compliance with the Conflict of Interest provisions of this Contract and that they can reasonably assure DHS/DSPD that Representatives with a potential Conflict of Interest do not:
  - (i) make or influence decisions or set policies that affect this Contract;
  - (ii) monitor the performance of this Contract; or
  - (iii) become involved in or otherwise benefit from the performance of this Contract.

A form entitled "Conflict of Interest Certification" is available from DHS/DSPD, and may be obtained through a DHS/DSPD Contract Representative or through the DHS Bureau of Contract Management [http://www.hsofo.utah.gov/services\\_contract\\_forms.htm](http://www.hsofo.utah.gov/services_contract_forms.htm)

(b) **Disclosure of Substantial Conflicts of Interest:** Before entering into this Contract or a subcontract relating to this Contract, the Contractor

and its governmental subcontractors shall disclose to DHS/DSPD any Conflict of Interest that relates to this Contract or the services provided pursuant to this Contract if the Conflict of Interest involves any payment or transaction or salary worth \$2,000 or more in a single state fiscal year. For all such Conflicts of Interest, the Contractor or governmental subcontractor shall submit a completed Disclosure Statement. The Contractor or governmental subcontractor shall also comply with the requirements regarding the continuing duty to disclose Conflicts of Interest.

- (c) **Option to Disclose All Conflicts of Interest:** In lieu of complying with the certification-and-disclosure requirements of this Paragraph 9.f., the Contractor and its governmental subcontractors have the option to comply with the disclosure requirements for *non-governmental* subcontractors below.
  
- (2) **Requirements for Non-Governmental Subcontractors:** Before entering into any subcontract with the Contractor to perform services covered by this Contract, a non-governmental subcontractor shall submit a Disclosure Statement to DHS/DSPD in which the non-governmental subcontractor discloses any existing or potential Conflicts of Interest, including all information required by the Ethics Acts and this Contract. Specifically, the Disclosure Statement shall include:
  - (a) **For Conflicts of Interest Involving Dual Employment,** the following information is required:
    - (i) whether any of the subcontractor's Representatives are engaged in Dual Employment;
    - (ii) the name of the subcontractor's Representative engaged in Dual Employment;
    - (iii) the titles or positions held by the subcontractor's Representative engaged in Dual Employment;
    - (iv) the Representative's decision-making or monitoring authority with the employing entities, and how that Representative's authority affects this Contract or any subcontract relating to this Contract; and
    - (v) the measures taken by the subcontractor to protect DHS/DSPD from potentially adverse effects resulting from the Representative's Dual Employment.
  
  - (b) **For Conflicts of Interest involving Related-Party Transactions or Impaired Judgment** the following information is required:
    - (i) the name of the subcontractor's Representative having the Conflict of Interest;
    - (ii) the name of the other party to the Conflict of Interest;

- (iii) the relationship between the individuals identified in (i) and (ii) above;
  - (iv) the nature and value of the interest (if any) held by the Representative in the other Business Entity;
  - (v) a description of the transaction to which the Conflict of Interest applies and the dollar amount involved (if any);
  - (vi) the decision-making or monitoring authority of the subcontractor's Representative and the party identified in (ii) above, with respect to the applicable transaction or decision;
  - (vii) the potential effect of the Conflict of Interest on this Contract or any subcontract relating to this contract; and
  - (viii) the measures taken by the subcontractor to protect DHS/DSPD from potentially adverse effects resulting from the identified parties' relationship.
- (c) If the non-governmental subcontractor has no Conflicts of Interest, the subcontractor shall so indicate on the Disclosure Statement. By submitting a Disclosure Statement, the subcontractor is certifying to DHS/DSPD that it has checked its organization and has required its Representatives to disclose their Conflicts of Interest, and that it has disclosed all known Conflicts of Interest to DHS/DSPD.
- (d) The non-governmental subcontractor shall also comply with the requirements regarding the continuing duty to disclose its Conflicts of Interest.
- (3) **Continuing Duty to Disclose Conflicts of Interest.** The Contractor and its subcontractors have a continuing duty to immediately send DHS/DSPD an updated Disclosure Statement if, at any time during the term of this Contract between the Contractor and DHS/DSPD, they contemplate any transaction involving a Conflict of Interest, or hire or affiliate with any individual with a potential Conflict of Interest, or discover any existing Conflict of Interest, and if that Conflict of Interest is one that must be disclosed pursuant to this Contract. Additionally, for contracts in excess of one year, the Contractor and its subcontractor shall update and submit to DHS/DSPD their "Conflict of Interest Certification" and Disclosure Statements by July 1 of each year, containing the same information required by the initial certification and disclosure.

g. **DHS/DSPD's Response to Disclosure Statements.**

- (1) **Initial Approval, Disapproval or Remedial Action Requirement.** DHS/DSPD shall submit a written response to the Contractor or subcontractor within fourteen days after receiving a Disclosure Statement. The response shall acknowledge receipt of the Disclosure Statement, and shall advise the Contractor or the subcontractor that:
- (a) DHS/DSPD does not require any additional information or remedial action before executing or continuing this Contract; or



- (b) DHS/DSPD requires additional information or disclosures or requires the Contractor or the subcontractor to undertake specific remedial action before executing or continuing this Contract; or
- (c) DHS/DSPD disapproves certain identified transactions due to one or more prohibited Conflicts of Interest and unless the Contractor or the subcontractor discontinues those transactions, DHS/DSPD will declare this Contract breached and terminated.

(2) **DHS/DSPD's Right to Continue Its Investigation and Revise Its Response.** If DHS/DSPD fails to respond to the Contractor or the subcontractor within fourteen days of receiving the Disclosure Statement, the disclosing party may proceed as if no additional information or remedial action were required. The parties expressly agree, however, that regardless of any action taken pursuant to the response provisions above, DHS/DSPD retains the right to do any of the following if, at any time during the term of this Contract, DHS/DSPD determines that a Conflict of Interest problem exists:

- (a) Continue to investigate any potential Conflict of Interest;
- (b) Require further information from the Contractor or the subcontractor;
- (c) Require specific remedial action; or
- (d) Disapprove identified transactions.

h. **Monitoring Compliance with the Conflict of Interest Provisions of This Contract.** DHS/DSPD reserves the right to investigate and audit the records and transactions of the Contractor and its subcontractors at any time to determine if the Contractor and its subcontractors have complied with the restrictions on Conflicts of Interest, and to determine if the Contractor and its subcontractors took appropriate measures to assure that the goods or services provided pursuant to this Contract afford DHS/DSPD a satisfactory level of quality and cost. Appropriate measures taken by the Contractor and its subcontractors to avoid improper Conflicts of Interest might include, for example, competitive bidding for the goods or services purchased by the Contractor or the subcontractor, or a requirement that billings include supporting documentation showing that costs were necessary, reasonable and actually incurred.

i. **Remedies for Non-Compliance with the Conflict of Interest Provisions of This Contract.** The parties expressly acknowledge that if DHS/DSPD reasonably determines that the Contractor or a subcontractor has failed to comply with the Conflict of Interest provisions of this Contract and has entered into any prohibited transaction or arrangement that is disadvantageous to DHS/DSPD, DHS/DSPD shall have the option to rescind or void this Contract without paying for services provided and without returning any consideration received. Regardless of whether DHS/DSPD rescinds this Contract, DHS/DSPD shall also have the option to disallow the Contractor and the subcontractor's expenditures and to adjust its payments to the Contractor by deducting

such disallowed expenditures or by requiring the Contractor to immediately refund any payments previously made, as provided in SECTION E, Paragraph 4, Remedies. If DHS/DSPD requests a refund from the Contractor, the Contractor shall refund the payment within thirty (30) days of receiving notice of such overpayment, and shall pay DHS/DSPD interest at the rate of eight percent (8%) a year, beginning on the 31<sup>st</sup> day after the Contractor receives such notice.

## **SECTION D: COMPLIANCE MONITORING AND RECORD KEEPING RESPONSIBILITIES**

1. **MONITORING OF CONTRACTOR'S PERFORMANCE:** DHS and DHS/DSPD shall have the right to monitor the Contractor's performance regarding all services purchased pursuant to this Contract. Monitoring of Contractor's performance shall be at the complete discretion of DHS and DHS/DSPD, who will rely on the criteria set forth in this Contract, including the goals, service objectives and methods described in Parts II and III ("Scope of Work and Special Conditions" and "Performance Measures and Client Outcomes") and the Contractor's fiscal operations described in Parts IV through VI ("Contract Costs, Billing and Payment Information," "Cost Accounting Principles and Financial Reports," and "Budgeting Principles and Forms"). Performance monitoring may include both announced and unannounced visits.
2. **CONSULTATION/TECHNICAL ASSISTANCE:** Upon request or as otherwise determined by DHS/DSPD to be appropriate, DHS/DSPD may supply the Contractor with consultation and technical assistance to help the Contractor improve its performance pursuant to this Contract. The Contractor acknowledges, however, that DHS/DSPD is not obligated to provide any particular consultation or technical assistance.
3. **TRAINING FOR CONTRACTOR'S STAFF:** Contractor shall conduct all necessary training to ensure that its staff carries out its responsibilities pursuant to this Contract and that the staff is familiar with the requirements imposed by this Contract and applicable laws.
4. **RECORD-KEEPING AND REPORTING REQUIREMENTS:** The Contractor shall comply with all record-keeping and reporting requirements of this Contract, including the requirements set out in the attachments to this Contract. In addition, the Contractor shall maintain or shall supervise the maintenance of all records necessary for the proper and efficient operation of the programs covered by this Contract, including records relating to applications, determination of clients' eligibility (if applicable), the provision of services and administrative costs, and any other records, such as statistical and fiscal records, necessary for complying with the reporting and accountability requirements of this Contract.
5. **RETENTION OF RECORDS RELATED TO THIS CONTRACT:** The Contractor shall retain all records related to this Contract for the following periods of time:
  - a. **Administrative Records and Records Relating to Adult Clients:** The Contractor shall retain all administrative records relating to this Contract and all adult client records (including records that support Title XIX reimbursements) for at least six years

after DHS/DSPD makes the last payment on this Contract, or six years after the completion of any audits initiated within this six-year period, whichever period is longer.

- b. **Records Relating to Clients Who Are Minors:** The Contractor shall retain all records relating to clients under 18 years old (including records that support Title XIX reimbursements) for at least six years after DHS/DSPD makes the last payment on this Contract, or six years after the completion of any audits initiated within this six-year period, or until the child client reaches the age of 22, whichever period is longest.
- c. **DHS' Non-Exclusive Ownership to Patient Records:** The Contractor acknowledges that DHS/DSPD has a non-exclusive ownership interest in the records relating to this Contract, and the Contractor shall not destroy or relocate any records relating to this Contract or the services provided pursuant to this Contract for the six-year period defined in subsections (a) and (b) of this Paragraph ("Retention of Records Related to This Contract"), unless the Contractor gives DHS/DSPD 30 days' written notice and obtains DHS/DSPD's prior written consent to the proposed destruction or relocation of the records. (As used in this Paragraph, the term "relocate" means to move the records to a site which is not either the site where the Contractor provides the services pursuant to this Contract or a site operated by the Contractor in the geographic area covered by this Contract. The term "non-exclusive ownership interest in the records" indicates that entities other than DHS/DSPD may also have an ownership interest in the records, especially if those entities provided part of the funding for the programs or services covered by this Contract.)
- (1) **Permission for Early Destruction of Records:** If the Contractor requests permission for the early destruction or relocation of the records, DHS/DSPD may require the Contractor to deliver the original records to DHS/DSPD or provide DHS/DSPD with photocopies of the records, and the Contractor shall pay for the delivery costs or photocopying.
  - (2) **Alcohol and Drug Abuse Patient Records - Discontinued Operations:** The Contractor is bound by the requirements of 42 C.F.R. Part 2 ("Confidentiality of Alcohol and Drug Abuse Patient Records") if the Contractor provides alcohol or drug abuse diagnosis, treatment or referral services pursuant to this Contract and obtains information for the purpose of providing such services. In addition, if the Contractor discontinues its alcohol or drug abuse program or ceases to provide its services pursuant to this Contract, the Contractor shall comply with the following requirements before destroying the records of any patients served pursuant to this Contract:
    - (a) the Contractor shall notify DHS/DSPD in writing at least 30 days before it discontinues its operations or ceases to provide its services;
    - (b) upon request from DHS/DSPD, the Contractor shall give each of its alcohol and drug abuse patients a consent form which meets the requirements of 42 C.F.R. § 2.31, and which authorizes the Contractor to transfer its patient records to DHS/DSPD; and

(c) upon obtaining signed consent forms from patients, the Contractor shall deliver the consenting patients' records to DHS/DSPD.

(3) **Method for Destruction of Patient Records:** If the Contractor maintains any client records pursuant to this Contract, and if this Contract or the DHS retention schedule indicates that such client records are to be destroyed after a certain period of time, the Contractor shall shred or burn the records to protect client confidentiality.

6. **PROTECTING THE CONFIDENTIALITY OF CLIENT RECORDS:** If the Contractor maintains any client records in connection with the services provided pursuant to this Contract, the Contractor shall comply with this Paragraph. The Contractor acknowledges that client records are generally considered confidential and that depending upon the content of such records, public access may be restricted under state and federal laws, including the Public Health Service Act (which classifies alcohol abuse, substance abuse and mental health patient records in federally assisted programs as confidential; *See* 42 U.S.C. § 290dd-2, 42 C.F.R. § 2.1 *et seq.*, and other similar provisions), the Health Insurance Portability and Accountability Act of 1996 (HIPAA)(which establishes standards to protect the privacy of health information maintained by health plans, health care clearinghouses and health care providers who transmit health information in electronic form; *See* Public L. 104-191 (1996), and 45 CFR Parts 160, 162, and 164); and the Utah Government Records Access and Management Act ("GRAMA": Title 63, Chapter 2 of the Utah Code). To preserve the integrity and confidentiality of client records, the Contractor shall maintain all client records in locked rooms or cases. Except with the express written consent of the client, the Contractor shall not use any client information for purposes not directly connected with the responsibilities or services pursuant to this Contract, and the Contractor may disclose client information only as provided by this Contract, as authorized by the client in writing, or as required by law. The Contractor's staff shall have access only to those portions of the records directly related to their work assignments.

7. **GENERAL ACCESS TO THE CONTRACTOR'S RECORDS:** The Contractor shall provide DHS/DSPD with ready access to any records produced or received by the Contractor in connection with the services or programs provided pursuant to this Contract, unless such access is expressly prohibited by law. The Contractor acknowledges that some of its records, including this Contract, may be available to the public and to the Contractor's clients pursuant to GRAMA and other state and federal laws, including the federal "Protection and Advocacy for Individuals with Mental Illness Act," 42 U.S.C. §§ 10801 *et seq.* Therefore, upon receiving a request for records or information from any individual or entity other than DHS/DSPD, the Contractor shall immediately notify DHS/DSPD about the request. However, if the Contractor receives a written request from the client or from a person or entity (such as a client's insurance provider) authorized by the client in writing to have access to the client's records, the Contractor may release the requested records without first notifying DHS/DSPD if such release is consistent with the record classification, governing law and ethical practices. If the Contractor is not a governmental entity or if the Contractor is a governmental entity that lacks expertise in responding to GRAMA requests, the Contractor shall also consult with DHS/DSPD to determine the appropriate response pursuant to this Contract and federal and state laws, including GRAMA. If the requested records come within the scope of GRAMA and if

DHS/DSPD so requests, the Contractor shall deliver copies of the requested records to DHS/DSPD, and allow DHS/DSPD to respond directly to the records-request.

8. **AUDITORS' AND MONITORS' ACCESS TO THE CONTRACTOR'S RECORDS:**  
Upon request, the Contractor shall allow independent, state and federal auditors or contract reviewers to have access to any records related to this Contract, including all financial records (such as accounting records and supporting documentation) for audit review and inspection. (See, e.g., 42 C.F.R. § 2.53, "Confidentiality of Alcohol and Drug Abuse Patient Records," which allows inspection of records for auditing and contract performance purposes). In addition, the Contractor shall comply with all records-access provisions set forth in Parts IV, V and VII of this Contract ("Contract Costs, Billing and Payment Information," "Cost Accounting Principles and Financial Reports," and "Summary of Some Commonly-Applicable Laws).

## **SECTION E: SUBCONTRACTING, CONTRACT MODIFICATIONS, AND DISPUTE RESOLUTION PROCEDURES**

### **1. SUBCONTRACTS:**

- a. **Definition of "Subcontractor":** As used in this Contract, the term "subcontractor" means an individual or entity that has entered into an agreement with the original Contractor to perform the services or provide the goods for which that original Contractor is responsible under the terms of this Contract. Notwithstanding the foregoing, the term "subcontractor" also refers to individuals or entities that have entered into agreements with any subcontractor if: (1) those individuals or entities have agreed to perform all or most of the subcontractor's duties pursuant to this Contract; or (2) federal law requires this Contract to apply to such individuals or entities.
- b. **Is Subcontracting Allowed:** The Contractor may subcontract to provide the services specified in this Contract.
- c. **When Subcontracting Is Allowed:** If Contractor is allowed to subcontract under Paragraph 1.b. above, the following provisions apply:
- (1) **Duties of Subcontractors:** Regardless of whether a particular provision in this Contract mentions subcontractors, a subcontractor must comply with all provisions of this Contract, including the state procurement requirements, insurance requirements and the fiscal and program requirements. The Contractor retains full responsibility for contract compliance, whether the services are provided directly or by a subcontractor.
  - (2) **Provisions Required in Subcontracts:** If the Contractor enters into any subcontracts with other individuals or entities pursuant to subsection (b) above, and pays those individuals or entities for such goods or services through federal and state funds, the Contractor shall include provisions in its subcontracts regarding the federal and state laws identified in this Contract (Part I, Section C, "Contractor's Compliance with Applicable Laws"; Part IV, "Contract Costs, Billing and Payment Information"; Part V, "Cost Accounting Principles and

Financial Reports"; and Part VII, "Summary of Some Commonly-Applicable Laws and Policies"), as well as other laws and contract provisions identified in 45 C.F.R. § 92.36(i), "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

2. **CONTRACT ASSIGNMENT**: The Contractor may not assign its benefits and obligations pursuant to this Contract to any other entity, without the prior written consent of the DHS/DSPD Director, and the DHS Purchasing Agent, which may be withheld for any reason.
3. **CONTRACT AMENDMENTS**: The parties may modify this Contract only by written amendment signed by the parties and approved by the DHS Bureau of Contract Management with the exception of Paragraphs a., b., and c. below. Any amendments shall be attached to the original signed copy of this Contract.
  - a. **Federal or State Budgetary Action**: If federal or State budgetary action necessitates or requires a change in the service rates or payments, DHS shall advise the Contractor of the change via written notice signed by the DHS/DSPD Director. The notice shall identify the new rate or payment, and the effective date of the change. **A notice issued pursuant to this paragraph shall constitute an amendment to the Contract without the Contractor's signature.**
  - b. **Utah State Department of Health (DOH) Mandated Changes to Medicaid Rates**: If the DOH requires a change in any Medicaid rates in this Contract, DHS shall advise the Contractor of the change via written notice signed by an authorized representative of DHS. The notice shall identify the services affected, the new rate for each service, and the effective date of the change. **A notice issued pursuant to this paragraph shall constitute an amendment to the Contract without the Contractor's signature.**
  - c. **Financial Reporting Requirements**: If federal, State or DHS financial reporting requirements change, DHS may advise the Contractor of the changes via written notice signed by an authorized representative of DHS. The notice shall specifically identify the new reporting requirement(s) and the effective date of the change. **A notice issued pursuant to this paragraph shall constitute an amendment to the Contract without the Contractor's signature.**
4. **REMEDIES**: If DHS determines that the Contractor or a subcontractor has failed to comply with any of the provisions of this Contract, DHS may do any of the following:
  - a. **Disallowance of Contractor Expenditures**: DHS may disallow the Contractor's and the subcontractor's expenditures and adjust its payments to the Contractor by deducting such disallowed expenditures.
  - b. **Payment Withholding**. DHS may withhold funds from the Contractor for contract non-compliance, misuse of public funds, or failure to comply with State and federal law or policy. If an audit finding or judicial determination is made that the Contractor or its subcontractor misused public funds, DHS may also withhold funds otherwise allocated to the Contractor to cover the costs of any audits, attorneys' fees and other expenses. DHS shall give the Contractor prior written notice that the payment(s) will be withheld.

The notice shall specify the reasons for such withholding. DHS shall inform the Contractor whether any amounts withheld may be released, and if so, the actions that the Contractor must take to bring about the release of any amounts withheld.

- c. **Overpayments.** If an independent CPA audit or DHS review determines that the payments made by DHS to the Contractor were incorrectly paid or were based on incorrect information from the Contractor, DHS may adjust or withhold the Contractor's payments for the remainder of the contract period or until DHS fully recoups the funds.
  - d. **Repayments.** Upon written request by DHS, any overpayments, disallowed expenditures, excess payments or questioned costs are immediately due and payable by the Contractor. In the alternative DHS shall have the right to withhold any or all subsequent payments pursuant to this Contract until DHS fully recoups these funds. In such cases, the Contractor shall not reduce the level of services required by the Contract.
  - e. **Corrective Action.** The Contractor shall comply with the terms of any corrective action plan required by DHS.
  - f. **Administrative Review.** Prior to pursuing other legal remedies, the Contractor shall appeal any contract dispute with DHS by filing a written appeal with the DHS Deputy Director for Support Services within 30 days of the disputed DHS action or decision. The Contractor's written appeal shall identify the Contractor, the contract number, the disputed issue, pertinent contract provisions or legal authorities, and the contact person for the Contractor. The Contractor shall also provide a copy of its appeal to the Director of DHS/DSPD\_.
- The DHS Deputy Director shall have 60 days to issue DHS' written response to the Contractor's appeal. The Deputy Director may designate another DHS employee to review and respond to the Contractor's appeal.
- g. **Suspend Client Placements.** DHS may suspend client placements with, and/or client referrals to, the Contractor, if DHS determines that the Contractor is not in compliance with the terms of this Contract. DHS/DSPD\_ will provide written notice to the Contractor prior to implementing a suspension. The notice will advise the Contractor of any actions required of it to lift the suspension.
  - h. **Legal Remedies.** The parties may avail themselves of all remedies allowed by State or federal law.

5. **CONTRACT TERMINATION:**

- a. **Right to Terminate Upon Thirty Days Notice.** Either party may terminate this Contract, with or without cause, in advance of the Contract's expiration date by giving the other party 30 days written notice.
- b. **Immediate Termination.** In addition, if the Contractor's violation of this Contract creates or is likely to create a risk of harm to the clients served pursuant to this

Contract, or if any other provision of this Contract (including any provision in the attachments) allows DHS/DSPD to terminate the Contract immediately for a violation of that provision, DHS/DSPD may terminate this Contract immediately by notifying the Contractor in writing.

- c. **Cooperative Efforts to Protect the Clients.** If either party elects to terminate this Contract, both parties will use their best efforts to provide for uninterrupted client services.
- d. **Processing Payments and Records Access After Termination.** Upon termination of the Contract, the parties shall use the financial and accounting arrangements set forth in this Contract to process the accounts and payments for any services that the Contractor rendered before the termination. In addition, the Contractor shall comply with the provisions of this Contract relating to the Contractor's record-keeping responsibilities, and shall ensure that the Contractor's staff properly maintains all records (including financial records and any client treatment records).
- e. **Attorneys' Fees and Costs.** If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.
- f. **Remedies for Contractor's Violation.** The Contractor acknowledges that if the Contractor violates the terms of this Contract, DHS/DSPD is entitled to avail itself of all available legal, equitable and statutory remedies, including money damages, injunctive relief and debarment as allowed by state and federal law.

6. **GRIEVANCE PROCEDURES FOR CLIENTS AND APPLICANTS:** The Contractor shall establish a grievance system for the clients and applicants of the programs covered by this Contract, and shall notify each client and applicant in writing that:

- a. Clients and applicants have the right to present the Contractor with their grievances about:
  - (1) denial of services covered by this Contract;
  - (2) exclusion from a program covered by this Contract; or
  - (3) inadequacies or inequities in the programs and services provided pursuant to this Contract; and
- b. If the Contractor denies a grievance request about the services provided pursuant to this Contract or fails to respond to a grievance in a timely fashion, the client or applicant may contact, in writing, DHS/DSPD 's Representative listed on the front page of this contract. The Representative will attempt to resolve the grievance. If the client or applicant is dissatisfied with the Representative's response, the client or applicant may file a written appeal to the Director of DHS/DSPD, and the Director shall respond to the



appeal in writing within 30 working days. If the applicant or client is dissatisfied with the Director's decision, the client or applicant may request a hearing before the DHS Office of Administrative Hearings ("OAH"). This hearing request must be filed with OAH within ten (10) working days of receiving the DHS/DSPD Director's written decision. If OAH finds that the client or applicant's request is supported by applicable law, OAH may order the Contractor or DHS to remedy the problem addressed in the grievance.

7. **CONTRACT DISPUTES - COMPLAINT AND APPEAL PROCESS:** If the Contractor wishes to challenge any procurement issues related to this Contract, such challenges are governed by the provisions of Utah Code § 63-56, Utah Procurement Code.

The Contractor may appeal from any *non*-procurement contract disputes with DHS/DSPD by filing a written appeal with the DHS Deputy Director for Support Services within 30 days of the disputed DHS/DSPD action or decision. The Contractor's written appeal shall identify the Contractor, the contract number, the disputed issue, pertinent contract provisions or legal authorities, and the contact person for the Contractor. The Contractor shall also provide a copy of the written appeal to the Director of DHS/DSPD.

The DHS Deputy Director shall have ten working days to issue DHS' written response to the Contractor's appeal. The Deputy Director may designate another DHS employee to review and respond to the Contractor's appeal. If the Contractor is not satisfied with the response of the Deputy Director, the Contractor may pursue those remedies available to it in a court of appropriate jurisdiction, subject to the rules and regulations applicable therein.

## PART II: SCOPE OF WORK AND SPECIAL CONDITIONS

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

#### Background

This Contract is for specialized transportation needs and the paratransit services provided under it shall meet the service requirements outlined below.

The Contractor, Utah Transit Authority (UTA), is a public transit district provider of fixed-route, rail, paratransit, and route deviation transit services in all or part of Salt Lake, Tooele, Utah, Weber, Davis, and Box Elder Counties.

#### A. General Description

An individual or individuals receiving services pursuant to this Contract are referred to as a "Person" or "Persons". Utah Transit Payment (UTP) service provides paratransit to and from a Person's home or living facility to community habilitation programs or facilities that provide day supports.

#### B. Limitations

The Contractor shall not:

1. Provide transportation to medical appointments under this contract or bill DHS/DSPD for UTP transportation to medical appointments.
2. Notwithstanding any statute, regulation, or policy that permits the denial of services to Persons, including but not limited to 49 CFR 37.5, "Kick off", expel, or suspend Persons from UTP paratransit services without prior written notification of the facts relating to the request to discontinue services to both the DHS /DSPD Director and the Person's Support Coordinator (as identified on the Person's Form 1056 provided to the Contractor at referral) and prior to receiving written approval from the DHS/DSPD Director.

The exception to this limitation is if the Contractor submits the DHS/DSPD Form 1-8 Incident Report documenting assault (physical contact) by a Person which may result in denial of future UTP services beyond the completion of UTP service on the day of the assault.

3. Provide UTP services in privately owned vehicles. Services shall only be provided in transit vehicles, as defined in Utah Code § 17B-2a-802.
4. Become the legal guardian or conservator of any Person receiving services pursuant to this Contract.

C. Population Served

The Contractor shall provide UTP only to Persons currently receiving services from, and referred by, DHS/DSPD with Intellectual Disabilities (ID), Related Conditions (RC), and adults 18 year of age or older with Acquired Brain Injury (ABI), as defined in the Utah Administrative Code R539-1-3.

D. Contractor Qualifications

The Contractor Shall:

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

E. Contractor's Staff Requirements

The Contractor shall ensure its staff providing UTP services:

1. Remain insured and licensed in accordance with Utah law, at all times while providing services pursuant to this Contract.
2. Promote client safety by actively checking each of its drivers' driving record annually and ensure the drivers with problematic records are not allowed to continue to provide UTP services.
3. Are not permitted to provide UTP services without direct line-of-sight supervision until the staff demonstrates competency working with Persons with disabilities, as determined and documented by the Contractor using a measurable learning assessment.
4. Are approved per initial hire background screening application approvals utilizing the standards described in Utah Code 62A-5-103.5 for Direct Service by Utah Transportation Authority drivers.
5. Are familiar with, and annually review, sign, and comply with the DSPD Code of Conduct in addition to the DHS Code of Conduct referenced in PART I.

F. Direct Service Requirements

The Contractor and its staff providing UTP services shall ensure:

1. It provides UTP services that do not exceed the amount and frequency scheduled by the Person and authorized by the Person's annual/current Purchased Service Authorization Form 1056. (Form 1056 is generated by the Person's Support Coordinator on the anniversary of the Person's annual PCSP or earlier as needed.)
2. Persons are not left unattended in the vehicle.
3. Persons remain seated while the vehicle is in motion.
4. Persons do not access the vehicles operating controls while vehicle is running.
5. All Persons in wheelchairs use seat belts, or locking mechanisms to immobilize wheelchairs during travel.
6. Persons are transported using safety restraint seats when required by Utah State law.
7. Vehicles used for transporting Persons have working doors and that doors are closed at all times while the vehicle is moving.
8. A Person's safety while in the vehicle and ensure the Person arrives safely at the scheduled time and destination. The Contractor shall ensure no one is left alone along the way to or from day supports even in emergency situations or when the health and safety of others may be in question.

G. Staff Training Requirements

The Contractor shall:

1. Ensure its staff providing UTP complete and achieve competency as determined by the Contractor in the following training areas within 30 days of employment and before working alone with a Person:
  - a. Emergency Procedures, when to call 911 because of emergency, DHS/DSPD Form 1-8 **Incident Reporting**, and orientation to seizure disorders and choking
  - b. Catastrophic Emergency and Civil Crisis Procedures
  - c. Legal Rights of Persons with Disabilities including Human Rights as found in Utah Administrative Code R539-3
  - d. Abuse, Neglect and Exploitation and mandatory reporting laws
  - e. DHS Provider Code of Conduct and DHS/DSPD Code of Conduct
  - f. Confidentiality
  - g. Orientation to Persons with Intellectual Disabilities (ID), Related Conditions (RC), and Acquired Brain Injury (ABI)
  - h. The driver's use of non-aversive techniques as a first response in behavioral crisis prevention and intervention (level I), as denoted in Utah Administrative

Code R539-4, use of (level II) Emergency Intervention per Utah Administrative Code R539-4-6, and (level III) Prohibited Procedures per Utah Administrative Code R539-3-10

- i. The Contractor's policy, philosophy, and mission
- j. The provisions of the law, including but not limited to the Americans with Disabilities Act (ADA), that regulate the services provided pursuant to this Contract

- 2. Ensure the above training is conducted by trainers with knowledge and experience in providing services and supports to Persons with ID.RC and ABI.

H. Quality Monitoring Process

The Contractor shall have an internal agency self-assessment or quality assurance monitoring process for UTP services that may be externally validated by DHS/DSPD. At a minimum, this process shall include the following:

- 1. An established method for responding to and resolving concerns identified by the Contractor's internal monitoring efforts.
- 2. A procedure for responding to DHS/DSPD corrective action requirements within the timeframe specified in this Contract. The Contractor shall respond to each identified deficiency, including proposed method of correction, task assignments, and supervision.
- 3. If the Contractor's response is determined unacceptable by DHS/DSPD, the Contractor shall submit a revised plan of correction within five (5) working days.
- 4. If a revised plan of correction is unsatisfactory, DHS/DSPD may initiate sanctions pursuant to Utah Code § 62A-5-103(2)(i). The Contractor may appeal sanctions in writing to the DHS/DSPD Director within 30 days from the imposition of the sanction(s).

I. Protective Service Investigation

- 1. The Contractor shall cooperate in all DHS Protective Service Investigations until the investigation is completed and a determination and resolution are made with regard to the allegations. The Contractor shall immediately notify DHS/DSPD when a Person receiving services pursuant to this Contract, or another individual on behalf of the Person, alleges abuse, neglect, or exploitation.
- 2. If an allegation of abuse, neglect or exploitation is made against a member of the Contractor's staff, the Contractor shall not allow that staff member to have any contact with Persons until the investigation is completed and the staff member is exonerated.

J. Incident Reporting Requirements

When the Contractor or any of its staff suspects or has reason to believe abuse, neglect, exploitation, or maltreatment of a Person has occurred, the Contractor or its staff shall

**immediately** notify Adult Protective Services intake or nearest peace officer, or law enforcement agency in cases involving an adult, Child Protective Services intake in cases involving a child, or the nearest peace officer, or law enforcement agency. The Contractor shall meet the following timelines for reporting incidents to DHS/DSPD:

1. Within 24 hours of any incident requiring a report, as described in paragraph 3 below, the Contractor shall notify both the Person's Support Coordinator and either the Person's Guardian (if known) or the Person's residential provider (if known) by phone, email or fax.
2. Within five (5) business days of an incident requiring a report (see paragraph 3 below), the Contractor shall complete a DHS/DSPD Form 1-8 Incident Report (or complete another form that contains all of the elements within the DHS/DSPD Form 1-8, if prior written approval is granted by the DHS/DSPD Director) and file it with the Person's Support Coordinator. DSPD will process any Form 1-8 report as an investigative report under GRAMMA.
3. The following situations are incidents that require the filing of a DHS/DSPD Incident Report Form 1-8 with the Person's Support Coordinator:
  - a. When a reason to believe an incident of abuse, neglect, exploitation, or maltreatment has occurred as described in the DHS/DSPD Code of Conduct, Utah Code § 62A-03- 301 et seq. for adults; or Utah Code § 62A-04a- 101 et seq. for children;
  - b. A Person's disruptive behavior creates an unsafe situation during transportation that requires driver intervention;
  - c. Evidence of seizure or other medical emergency in a Person during transport;
  - d. Instances of significant property damage (estimated damage totaling \$500.00 or more);
  - e. Instances of physical injury to a Person during transportation;
  - f. Instances of assault (physical contact) involving a Person;
  - g. Instances of law enforcement involvement or the arrest or citation of a Person or UTP driver during transport;
  - h. Any use of level II Emergency Interventions as defined in Utah Administrative Code R539-4-6; and
  - i. Any other instances the Contractor determines should be reported.

**K** Record Keeping

The Contractor shall:

1. Maintain complete, accurate supporting documentation of all requirements of this Contract, including but not limited to driver personnel and training records, transportation service records, pick up and delivery sheets, and time sheets recording the delivery of UTP services.
2. Make all supporting documentation available at Contractor's business location or as agreed for State or Federal audit and review purposes within 24 hours of request.

3. Document all direct services provided as identified below:
  - a. The name of the Person served;
  - b. The name of the person, who delivered the service;
  - c. The specific service provided;
  - d. The date and time the service was provided; and
  - e. The duration (number of service units) of the service.
4. Maintain the same documentation requirements outlined herein for any of its sub-contractors providing UTP services pursuant to this Contract.
5. The Contractor shall maintain DHS/DSPD Purchase Service Authorization Form 1056, along with supporting documentation on file including the DHS Monthly Billing Form 520.

L. Reports and Billing Forms

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

REPORTS	DUE DATE	SUBMIT TO
Incident Report Form 1-8	On or before five business days from the occurrence of the event.	The Person's Support Coordinator
DHS 520 Billing Forms	30 days after the receipt of the DHS/DSPD generated 520 billings forms.	The Person's Support Coordinator
Response to DHS/DSPD Corrective Action Plan Requests	Major deficiency: within 24 hours of notification. Significant deficiency: within 10 days of notification. Minor deficiency: within 30 days of notification. (The definition of Major, Significant and Minor deficiencies are in the DHS: QA Manual, Monitoring Components, Section IV which may be found at the DHS Office of Fiscal Operations website.)	DHS/DSPD Quality Assurance Team

M. Rate:

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

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



## **PART III: PERFORMANCE MEASURES AND CLIENT OUTCOMES**

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

1. **Performance Based Outcome Measures:** The Contractor shall cooperate and collaborate with DHS to assess and determine how closely its program(s) meets known principles of effective interventions based on empirically derived principles.
2. **Client Centered Objectives.** If a program or service covered by this Contract requires the development of client treatment plans, the treatment plans must include individualized treatment objectives that address the assessed needs of the client. The treatment plans must prescribe an integrated program of therapies, activities, and experiences to meet the client's treatment objectives and include reasonable measures to evaluate whether the client's treatment objectives are met.
3. **Internal Quality Management.** The Contractor is responsible to develop, implement, and maintain an internal quality management system that shall evaluate the Contractor's programs as required in Part II of this Contract, and establish a system of self-correcting feedback that may be externally validated by DHS/DSPD.
4. **Customer or Client Satisfaction Surveys:** The Contractor understands that DHS is committed to providing client-oriented services, and that DHS and DHS/DSPD often conduct client-satisfaction surveys to ensure that services are appropriate for the clients served. The Contractor and/or its subcontractor therefore agree to cooperate with all DHS and DHS/DSPD-initiated client or customer feedback activities.

## PART IV: CONTRACT COSTS, BILLING AND PAYMENT INFORMATION

1. **CONTRACTOR'S SPECIFICS:**

- a. Billing name and address of the Contractor:

Utah Transit Authority-Riverside Operations  
PO Box 30810  
Salt Lake City, Utah 84119

- b. Telephone number: (801) 287-5350

- c. Service delivery area or address/location where the services will be provided:

Statewide

- d. Name and address of the entity or individual preparing Contractor's audit report or financial statement:

UTA  
PO Box 30810  
Salt Lake City, Utah 84119

2. **PAYMENT RATES:**

- a. **Rates.** The rates for this Contract are specified in the following table. Some or all of the rates contained in this Contract may require review and approval by the Utah State Department of Health (DOH). Until such approval is obtained, these rates are subject to change.

Service Name	Service Code	Unit of Service	Rate (\$)
Paratransit Daily Fare	UTP	Daily	\$13.25
Adult Monthly Pass	UTA	Monthly pass	\$90.00
Paratransit Trip Fare	UTA	Trip Ticket	\$4.25
Route Deviation	UTD	Trip Ticket	\$1.25
Trip + Route Deviation	UTF	Trip Ticket	\$5.50

- b. **Basis for Rates:**

**Unit of Service (Rate-Based) Contracts.** DHS/DSPD shall pay the Contractor at the rates established by DHS for such services, or at the rate negotiated by the parties, if that rate is lower than the standard rates established by DHS. The DHS Service Rate Manual defines the DHS rates.

- c. **Legislatively Mandated Rate Changes in Unit of Service Contracts:** If legislative action requires a change in the service rates of the contract during the course of the contract period, DHS/DSPD may advise the Contractor of the required change via written notice signed by an authorized representative of DHS/DSPD. The notice shall identify the services affected, the new rate for each service, and the effective date of the change. A notice issued pursuant to this paragraph shall constitute an amendment of the contract under Part I, Section E, Paragraph 3, without the Contractor's signature.
  
- 3. **METHOD AND SOURCE OF CONTRACTOR PAYMENT:** To obtain payment for the services provided pursuant to this Contract, the Contractor shall submit to DHS/DSPD an itemized billing for its authorized services, together with the supporting information required for the reimbursement forms supplied by DHS/DSPD. DHS/DSPD shall then reimburse the Contractor by a warrant drawn against DHS or the State of Utah.
  - a. Billings will be: **Unit of Service (Rate-Based) Contracts:** Contractor shall use the DHS 520 Billing Form (except for DHS Division of Child and Family Services' (DCFS) non-custody clients, who may be billed on Form 1032). The Contractor shall bill DHS/DSPD only for actual units of service delivered, and shall maintain records that adequately support delivery of such services.
  
- 4. **UNIFORM BILLING PRACTICES:** Contractor guarantees that the amounts it charges for services to clients pursuant to this Contract shall not be higher than the amounts the Contractor charges others for comparable services.
  
- 5. **BILLING FOR FIRST AND LAST DAYS:** DHS/DSPD will reimburse the Contractor for both the first and last days of service for clients in Residential Care only if approved below.

Approved       Not Approved       Not Applicable

The level of compensation for the first and last days of service is specified in Paragraph 2.a. above.

- 6. **CLIENT ABSENCES (RESIDENTIAL CARE):** If Part II of this Contract ("Scope of Work and Special Conditions") provides that the Contractor may receive payment for client absences from a Residential Facility, the Contractor shall include appropriate information in the client's records (such as the reason for a client's absence and the client's whereabouts during that absence). In addition, if Part II of this Contract requires the Contractor to obtain written approval from DHS/DSPD in order to obtain payment for a client's absence, the Contractor shall include a copy of such approval in the client's records and billings.

Payment for client absences from a Residential Facility is prohibited in the following situations: (1) The client has left the Contractor's facility and there is no plan to return the client to the placement and therefore no need to hold the slot; or (2) the standard rate already includes a factor for absences.

- 7. **BILLING PERIODS AND DEADLINES:** The Contractor shall submit all billings and claims for services rendered during a given billing period within twenty (20) days after the last date of that billing period. All final billings under a contract must be received within twenty

(20) days of termination of the contract, regardless of the billing period. If the Contractor fails to meet these deadlines, DHS/DSPD may deny payment for such delayed billings or claims for services.

Contractor's billing period is:

Monthly       Quarterly       Other (Specify):

The State Fiscal Year is from July 1 through June 30. The Contractor shall submit all billings for services performed on or before June 30<sup>th</sup> of a given fiscal year no later than July 14<sup>th</sup> of the following fiscal year, regardless of the termination date of the contract. DHS/DSPD may delay or deny payment for services performed in a given fiscal year if it receives the Contractor's billing for those services later than July 14<sup>th</sup> of the following fiscal year.

8. **MATCHING FUNDS:** The Contractor shall provide the following "match" (*check all that apply*):

- Not Applicable.
- In-kind services valued at \$\_\_\_\_\_.
- Non-federal cash in the amount of \$\_\_\_\_\_.
- Cash in the amount of \$\_\_\_\_\_.

9. **NON-FEDERAL MATCH:** If this Contract requires a non-federal match, that match shall comply with the provisions of Title 45 of the Code of Federal Regulations, Part 74. Other funding sources may require different non-federal match amounts.

10. **THIRD-PARTY RESOURCES:** In addition to funds received from DHS/DSPD, various other sources of funding, including Medicaid and private insurance, may be available to the Contractor for services delivered pursuant to this Contract. Income from other state, federal and county programs may also be available. All sources of funding other than funding received from DHS/DSPD are referred to below as "third-party resources."

a. **Principles and Requirements:** Where third-party resources are available, the parties are bound by the following principles and requirements:

- (1) The Contractor shall not obtain double recovery from DHS/DSPD and third-party resources for services delivered pursuant to this Contract.
- (2) Except as specified in subsection (12)(b) below ("Exceptions to the Foregoing Principles and Requirements"), the Contractor shall seek payment from third-party resources for services delivered pursuant to this Contract.
- (3) Upon successful recovery of funds from third-party resources, Contractor shall reimburse DHS/DSPD for the full amount of the recovery.
- (4) If the amount of the recovery is greater than the amount that the Contractor received from DHS/DSPD for the service(s) covered by the recovery, the Contractor is required to reimburse DHS/DSPD only for the actual amount that

the Contractor received from DHS/DSPD for the service(s) covered by the recovery.

**b. Exceptions to the Foregoing Principles and Requirements:**

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

## **PART V: COST ACCOUNTING PRINCIPLES AND FINANCIAL REPORTING REQUIREMENTS**

### **SECTION A: DEFINITIONS**

The following definitions are provided for the convenience of the Contractor and so that the Contractor may comply with the DHS reporting requirements:

1. **"AICPA"** means American Institute of Certified Public Accountants.
2. **"Audit"** means an examination that:
  - a. Analyzes the accounts of all officers of the entity having responsibility for the care, management, collection, or disbursement of moneys belonging to it or appropriated by law or otherwise acquired for its use or benefit;
  - b. Is performed in accordance with generally accepted government auditing standards ("GAGAS"); and
  - c. Conforms to the uniform classification of accounts established or approved by the state auditor or any other classification of accounts established by any federal government agency.
3. **"Audit Report"** includes:
  - a. The financial reports presented in conformity with generally accepted accounting principles ("GAAP");
  - b. The auditor's opinion on the financial reports;
  - c. A statement by the auditor expressing positive assurance of compliance with state fiscal laws identified by the state auditor;
  - d. A copy of the auditor's letter to management that identifies any material weakness in internal controls discovered by the auditor and other financial issues related to the expenditure of funds received from federal, state, or local governments to be considered by management; and
  - e. Management's response to the specific recommendations.
4. **"Compilation"** means information presented in the form of a financial report prepared in conformity with GAAP (except that a cash basis accounting method is acceptable) that is the representation of management without the accountant undertaking to express any assurances on the financial report.

5. **"Federal Clearinghouse"** means the federal clearinghouse designated in OMB Circular A-133.
6. **"Federal Funds"** is as defined in OMB Circular A-133.
7. **"Financial Reports"** include an audit, a review, a compilation, a statement of functional expenses, a balance sheet, an income statement, a statement of cash flows, or the preparer's notes to the Financial Reports.
8. **"GAAP"** means Generally Accepted Accounting Principles, a combination of authoritative accounting principles, standards and procedures (set by policy boards).
9. **"GAAS"** means Generally Accepted Auditing Standards, issued by the AICPA.
10. **"GAS/GAGAS"** means Government Auditing Standards, issued by the Comptroller General of the United States (also known as "Yellow Book" standards). GAS is often referred to as Generally Accepted Government Auditing Standards ("GAGAS"). GAGAS incorporates the generally accepted standards issued by the AICPA.
11. **"Government Funds"** means financial assistance that a contractor receives from a combination of government sources, including federal awarding agencies, state appropriations and other local governments. All of the funds paid to the Contractor pursuant to this Contract are considered "Government Funds" for purposes of determining the Contractor's financial reporting requirements.
12. **"Management Letter"** means the auditor's notes and recommendations to the Contractor's management personnel subsequent to a fiscal audit.
13. **"OMB"** means the federal Executive Office of the President, Office of Management and Budget.
14. **"OMB Circular"** means a publication issued by the OMB that sets forth federal cost accounting and auditing requirements.
15. **"Pass-Through Entity"** means an entity that receives federal funds and then passes those funds through to subrecipients.
16. **"Program-Specific Audit"** means an audit of one specific federal program, using GAGAS standards, as described in OMB Circular A-133.200(c) and A-133.235.
17. **"Questioned Costs"** means costs that are questioned by the auditor because of audit findings, including but not limited to findings:
  - a. Which result from a violation or possible violation of a provision of law, regulation, contract, grant, cooperative agreement, or other agreement or document governing the use of State or federal funds, including funds used to match federal funds;

- b. Where the costs, at the time of the audit, are not supported by adequate documentation; or
  - c. Where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.
18. **"Reporting Package"** means the auditor's package of financial reports as defined in OMB Circular A-133, and includes Financial Reports and Schedule of Expenditures of Government Funds, Summary Schedule of prior audit findings, auditor's report(s), and corrective action plan.
19. **"Review"** means performing inquiry and analytical procedures that provide the accountant with a reasonable basis for expressing limited assurance that there are no material modifications that should be made to the financial reports for them to be in conformity with generally accepted accounting principles.
20. **"Single Audit"** means an audit using GAGAS standards, as described in OMB Circular A-133.500, which includes both the Contractor's financial reports and its federal awards.
21. **"Statement of Functional Expenses"** means a breakdown of administrative expenses and expenses attributed to actual program services on a program-by-program basis.
22. **"Subrecipient"** is as defined in OMB Circular A-133.
23. **"SULCAG"** means the State of Utah Legal Compliance Audit Guide issued by the State Auditor's Office.
24. **"Summary Schedule"** means a summary listing of all Audit Findings reported in the prior annual audit, and includes the Summary Schedule reported in the prior annual audit, except Audit Findings listed as corrected.

## **SECTION B: COST PRINCIPLES AND ACCOUNTING REQUIREMENTS**

1. **APPLICABLE COST PRINCIPLES:** The Contractor shall comply with the federal cost accounting principles applicable to the Contractor's type of business organization regardless of the source of contract funding. Federal cost accounting principles determine allowable costs in DHS contracts as described in circulars published by the OMB, including, but not limited to, OMB Circulars A-87 and A-122. 'For-profit' organizations are required to follow the federal cost accounting principles for 'non-profit' organizations. The Contractor shall also comply with established DHS cost accounting principles. A link to the DHS cost accounting principles may be found at:

[http://www.hsofo.utah.gov/services\\_contract\\_info.htm](http://www.hsofo.utah.gov/services_contract_info.htm)

2. **CONTRACTOR'S COST ACCOUNTING SYSTEM:** Contractor shall maintain a financial and cost accounting system in accordance with GAAP, issued by the AICPA; or "Governmental GAAP," issued by the United States Governmental Accounting Standards



Board. At a minimum, the Contractor's accounting system shall provide for a General Ledger, and cost accounting records adequate to assure that costs incurred pursuant to this Contract are reasonable, allowable, allocable to Contract objectives, and separate from costs associated with other business activities of the Contractor.

3. **REQUIRED DOCUMENTATION:** The Contractor shall ensure that all program expenditures and revenues are supported by reasonable documentation, including itemized vouchers, invoices, and receipts. The Contractor shall store and file required documentation in a systematic and consistent manner. Contractor shall maintain all such documentation until six years after all audits initiated by federal and state auditors are completed, or for six years from the date of termination of this Contract, whichever is longer.

## **SECTION C: FINANCIAL REPORTING REQUIREMENTS**

### **1. REPORTING REQUIREMENTS**

- a. **Type of Financial Report Required.** Whether or not a Contractor is required to obtain and submit an annual audit or other financial report is determined by the Contractor's entity type and the amount and source of its funds, revenues and/or expenditures during a given year.
- b. **Compliance with Applicable Federal and State Requirements.** The Contractor shall comply with all applicable federal and state laws and requirements regarding financial reporting set forth in:
  - (1) OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations", published by the federal government;
  - (2) Utah Code § 51-2a-101 *et. seq.*; and
  - (3) The SULCAG issued by the State Auditor's Office.

A summary of these reporting requirements is provided in Table 1 below.

- c. **Compliance with Applicable DHS Financial Reporting Requirements:** The Contractor shall comply with all applicable DHS financial reporting requirements of this Contract as set forth in Table 2 below.

### **2. SUBMISSION OF REQUIRED FINANCIAL REPORTS:**

- a. **Filing Deadlines:** Where the Contractor is required to submit federal and State financial reports, the Contractor shall be bound by the submission deadlines stated in OMB Circular A-133 and Utah Code § 51-2a-101 *et. seq.*

Where the Contractor is required to submit financial reports to DHS pursuant to this Contract, the Contractor shall be bound by the applicable submission deadline stated in Table 2 below.

- b. Extensions: If the Contractor needs an extension to file any federal reports, the Contractor must contact the Federal Clearinghouse or federal awarding agencies. If the Contractor needs an extension to file any State reports, the Contractor must contact the State Auditor's Office.

If the Contractor needs an extension to file any report with DHS, the Contractor may request an extension by contacting the BCM Financial Analyst at the address identified in the paragraph below.

- c. Addresses: The Contractor shall submit all required federal and State financial reports to the entities identified in the applicable law. Where the Contractor is required to submit financial reports to DHS, the Contractor shall send the required reports to the applicable address below:

State of Utah  
Department of Human Services  
Bureau of Contract Management  
Attention: Financial Analyst  
195 North 1950 West  
Salt Lake City, UT 84116

**Table 1: Federal and State Annual Financial Reporting Requirements**

FEDERAL REPORTING REQUIREMENTS (OMB Circular A-133)		UTAH STATE REPORTING REQUIREMENTS (Utah Code § 51-2a-101 et. seq.)	
<u>TYPE OF ENTITY</u> Governmental Entity OR Non-Profit Subrecipient	<u>SUBMISSION DEADLINE</u>	<u>TYPE OF ENTITY</u> Governmental Entity OR Non-Profit Organization that Receives <b>50% OR MORE</b> of Its Funding from Government Funds <sup>1</sup>	<u>SUBMISSION DEADLINE</u>
<p><b>\$500,000 OR MORE</b> expended in federal funds:</p> <p>Single Audit or Program Specific Audit, using GAGAS standards (OMB Circular A-133.200, A-133.235, and A-133.500) AND the following financial reports:</p> <ol style="list-style-type: none"> <li><u>Data Collection Form</u>, as described in OMB Circular A-133.320 (a), (b) and (d), -- to Federal Clearinghouse.</li> <li><u>Reporting Package</u> -- to:                             <ol style="list-style-type: none"> <li>Federal Clearinghouse; and</li> <li>Each federal awarding agency - if audit disclosed Audit Findings or reported the status of any Audit Findings in the Summary Schedule. (OMB Circular A-133.320 (c) and (d))</li> </ol> </li> <li><u>Submission by Subrecipients</u>:                             <ol style="list-style-type: none"> <li>"Reporting Package" to each Pass-Through Entity when Audit Findings were disclosed relating to federal awards;</li> <li>"Written Notification" to each Pass-Through Entity when no Audit Findings were disclosed and a Reporting Package was not required. (OMB Circular A-133.320(c)(1) and (e)(2))</li> </ol> </li> </ol>	<p>Thirty (30) days after the Contractor receives the auditor's reports, or nine months after the end of the fiscal year audited, whichever occurs first.</p>	<p><b>\$500,000 OR MORE</b> expended in federal funds:</p> <ol style="list-style-type: none"> <li>Copy of the entire <u>Single Audit or Program Specific Audit</u>.</li> <li>The auditor's management letter, if the Single Audit or Program Audit report disclosed any Audit Findings.</li> </ol>	<p>Within six (6) months after the end of the Contractor's fiscal year.</p>
		<p><b>LESS THAN \$500,000</b> expended in federal funds, but <b>\$350,000 OR MORE</b> in total revenues or expenditures:</p> <ol style="list-style-type: none"> <li>CPA Audit performed in accordance with GAGAS.</li> <li>The auditor's management letter, if the GAGAS report disclosed any Audit Findings.</li> </ol>	
		<p><b>LESS THAN \$350,000, but \$200,000 OR MORE</b> in total revenues or expenditures:</p> <p>Unaudited CPA Review.</p>	
		<p><b>LESS THAN \$200,000 but \$100,000 OR MORE</b> in total revenues or expenditures:</p> <p>Unaudited CPA Compilation.</p>	
<p><b>LESS THAN \$500,000</b> expended in federal funds:</p> <p>No audit required but records must be available for review or audit per OMB Circular A-133.200(d).</p>		<p><b>LESS THAN \$100,000</b> in total revenues or expenditures:</p> <p>Financial information on the form approved by the State Auditor.</p>	

<sup>1</sup> There are **no** reporting or auditing requirements to the State Auditor's Office for Non-Profit Organizations that receive **Less Than 50%** of their total funding from Government Funds, regardless of the amount of funding.

**Table 2: DHS Annual Financial Reporting Requirements**

TYPE OF ENTITY <sup>2</sup>				SUBMISSION DEADLINES
Governmental Entities and Non-Profit Subrecipients with \$500,000 OR MORE Expended in Federal Funds	Governmental Entity OR Non-Profit Organization that Receives 50% OR MORE of Its Total Funding from Government Funds	Non-Profit Organization that receives LESS THAN 50% of Its Total Funding from Government Funds OR For-Profit Organization	Foreign Organization	
<p>A copy of the entire Single Audit or Program Specific Audit prepared to meet the Contractor's federal reporting requirement including:</p> <p>a. The <u>Reporting Package</u> - if audit disclosed Audit Findings or reported the status of any prior Audit Findings in the Summary Schedule;</p> <p>b. The auditor's <u>Management Letter</u> if one was issued; and</p> <p>c. For Non-profit Subrecipients, the <u>Statement of Functional Expenses</u>.</p>	<p>A copy of the entire report prepared to meet the Contractor's Utah State reporting requirements and:</p> <p>a. The auditor's <u>Management Letter</u> if one was issued; and</p> <p>b. A <u>Statement of Functional Expenses</u>.</p>	<p><b>\$350,000 or MORE received from DHS:</b></p> <p>1. A CPA Audit performed in accordance with GAGAS.</p> <p>2. The auditor's <u>Management Letter</u>, if the audit report disclosed any Audit Findings.</p> <p>3. <u>Statement of Functional Expenses</u>.</p>	<p>1. The financial reports of foreign organizations (organizations located outside the State of Utah) shall be accepted as prepared to meet its federal and/or domestic state financial reporting requirements.</p> <p>2. If the foreign organization has a local subsidiary, division, or unit in the State of Utah, the organization shall also submit a <u>Statement of Functional Expenses</u> for the local subsidiary, division or unit in addition to the parent organization's financial report.</p>	<p>The deadline for submission of the Single Audit or Program Specific Audit when required is thirty (30) days after Contractor receives the auditor's reports, or nine (9) months after end of fiscal year audited, whichever occurs first.</p> <p>The submission deadline for all other types of financial reports, including other types of audits, is within six (6) months after the end of Contractor's fiscal year.</p>
		<p><b>LESS THAN \$350,000 but \$200,000 OR MORE received from DHS:</b></p> <p>An unaudited CPA Review, including a <u>Statement of Functional Expenses</u>.</p>		
		<p><b>LESS THAN \$200,000 but \$100,000 OR MORE received from DHS:</b></p> <p>An unaudited CPA Compilation, including a <u>Statement of Functional Expenses</u>.</p>		
		<p><b>LESS THAN \$100,000 but \$25,000 OR MORE received from DHS:</b></p> <p>A basic Financial Report with a balance sheet and an income/expense statement.</p>		
		<p><b>LESS THAN \$25,000 received from DHS:</b></p> <p>No Requirements.</p>		

<sup>2</sup> There are no financial reporting requirements to DHS for Sole Proprietors, Limited Liability Company (LLC) Sole Proprietors, or LLC Husband and Wife Partnerships.

## **PART VI: BUDGETING PRINCIPLES AND FORMS**

### **SECTION A: BUDGET PRINCIPLES FOR THIS CONTRACT**

1. This Contract does **not** require a budget plan from the Contractor.
  - a. **CHANGES IN BUDGET (Cost Reimbursement Contracts Only)**: The budget, presented in this Part VI, shall be the basis for DHS/DSPD's payments to the Contractor. The Contractor may not make any adjustment in budgeted funds from Category III ("Program Expenses") to either Category I ("Administration") or Category II ("Capital Expenditures") or between Categories I and II, without prior written approval by DHS/DSPD.
  - b. **QUESTIONED COSTS**: DHS/DSPD may consider any expenditures in excess of those budgeted in either Categories I or II as questioned costs that will normally require the Contractor to refund such excesses to DHS/DSPD. The Contractor may, however, shift between either Categories I or II to Category III without prior approval. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless DHS/DSPD has placed restrictions on subcategories within this major category. When this Contract restricts expenditures within defined subcategories, DHS/DSPD will consider any unapproved excess to be a questioned cost.

### **SECTION B: BUDGET FORMS**

N/A

## PART VII: COMMONLY APPLICABLE LAWS

### SECTION A: COMPLIANCE WITH ADMINISTRATIVE GRANTS

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

### SECTION B: COMPLIANCE WITH STATE AND FEDERAL LAWS

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

Table 3, "Federal and State Laws," is provided as a reference guide to various laws and requirements. The information contained in this table is not exhaustive and the Contractor understands that it is obligated to seek independent legal advice in these matters.

**Table 3: FEDERAL AND STATE LAWS**

Description of Act	Applicable Federal Law	Applicable State Law
<b>Discrimination and Employment Related Laws</b>		
Age Discrimination Act of 1975	42 U.S.C. §§ 6101-6107; 45 C.F.R. Part 91	
Americans with Disabilities Act	42 U.S.C. § 12101 <i>et seq.</i> ; 28 C.F.R. Part 35, Part 39	
Civil Rights Act of 1964 as amended, Title VI	45 C.F.R. Part 80 42 U.S.C. § 2000d <i>et seq.</i>	
Civil Rights Act of 1964, Title VII	42 U.S.C. § 2000e <i>et seq.</i>	
Contract Work Hours and Safety Standards Act	40 U.S.C. §§ 3701-3704; 29 C.F.R. Part 5	
Copeland Anti-Kickback Act	45 C.F.R. 2543.82, 18 U.S.C. § 874, 29 C.F.R. Part 3	
Davis-Bacon Act	40 U.S.C. § 3142; 29 C.F.R. Part 5	
Drug-Free Workplace Requirements	41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988	Utah Code § 34-41-101 <i>et seq.</i> ; Utah Code § 34-38-1 <i>et seq.</i> ; Utah Code § 67-19-36 <i>et seq.</i> ; Utah Administrative Code, R477-14-1 <i>et seq.</i>
Education Amendments of 1972, Title IX	20 U.S.C. § 1681 <i>et seq.</i> ; 45 C.F.R. Part 86	
Employment Eligibility Verification	8 U.S.C. § 1324a	

Description of Act	Applicable Federal Law	Applicable State Law
Equal Employment Opportunity	Exec. Order No. 11246 (1965), as amended by Exec. Order No. 11375; 41 C.F.R. Part 60	
Equal Pay Act	29 U.S.C. § 206(d)	
Fair Labor Standards Act	29 U.S.C. § 201 <i>et seq.</i>	
Immigration Control and Reform Act	8 U.S.C. § 1324	
Identity Documents and Verification		Utah Code § 63G-11-103, <i>et seq.</i>
Protection and Advocacy for Individuals with Mental Illness Act	42 U.S.C. § 10801 <i>et seq.</i>	
Public Health Service Act, Section 522	45 C.F.R. Part 84.53	
Public Health Service Act, Section 526	45 C.F.R. Part 84.53	
Rehabilitation Act of 1973, as amended, Section 504	29 U.S.C. § 794; 45 C.F.R. Part 84	
Utah Antidiscrimination Act -- (Includes the prohibition of unlawful harassment)		Utah Code § 34A-5-101, <i>et seq.</i>  (See also Utah Executive Order March 17, 1993, which prohibits sexual harassment of State employees and employees of public and higher education)
Utah Civil Rights Act		Utah Code § 13-7-1 <i>et seq.</i>
Utah Occupational Safety and Health Act		Utah Code § 34A-6-101, <i>et seq.</i>
<b>Property Laws</b>		
Energy Policy and Conservation Act	42 U.S.C. § 6322	
Federal Clean Air Act	42 U.S.C. § 7401 <i>et seq.</i>	
Federal Water Pollution Control Act	33 U.S.C. § 1251 <i>et seq.</i>	
Flood Disaster Act of 1973 and other flood hazard provisions	42 U.S.C. § 4106	
National Environmental Policy Act of 1969 ("NEPA")	42 U.S.C. § 4321 <i>et seq.</i> ; 40 C.F.R. Part 1500 <i>et seq.</i>	
National Historic Preservation Act ("NHPA") of 1966	16 U.S.C. § 470, <i>et seq.</i> ; 36 C.F.R. Part 800, <i>et seq.</i>	
Pro-Children Act of 1994	20 U.S.C. § 6081, <i>et seq.</i>	
Utah Clean Air Act		Utah Code § 26-38-1, <i>et seq.</i>
<b>Medicaid and Utah False Claims Reporting Laws</b>		
Civil False Claims Act	31 U.S.C. § 3729-3733 and Chapter 38	
Deficit Reduction Act of 2005	Public L. 109-171 (2006)	
Utah False Claims Act		Utah Code § 26-20-1 <i>et seq.</i>
Utah Protection of Public Employees Act		Utah Code § 67-21-1 <i>et seq.</i>
<b>Miscellaneous Laws</b>		
Abuse Reporting Requirements		Utah Code § 62A-4a-403; Utah Code § 62A-3-305.
Byrd Anti Lobbying Amendment	31 U.S.C. § 1352; 45 C.F.R. Part 93	

Description of Act	Applicable Federal Law	Applicable State Law
Debarment and Suspension	45 C.F.R. Part 76; Exec. Order No. 12549; Exec. Order No. 12689	
Ethics Acts		Utah Code § 67-16-7(2) and § 10-3-1301 <i>et. seq.</i> .
Federal Funding and Accountability and Transparency Act (FFATA)	P.L. 109-282, as amended by Section 6202 of P.L. 110-252. Guidance issued by the Office of Management and Budget may be found in the Federal Register (Volume 75, No. 177, September 14, 2010, 2 CFR Part 170) that establishes reporting requirements.	
Government Records Access and Management Act (GRAMA),		Utah Code § 63G-2-101 <i>et. seq.</i>
Hatch Act	5 U.S.C. § 1501, <i>et seq.</i>	Utah Code § 67-19-19
Health Insurance Portability and Accountability Act of 1996 (HIPAA)	45 C.F.R. Parts 160, 162, and 164	
Public Health Service Act, Section 474(a), Protection of Human Subjects	42 U.S.C. § 2899; 45 C.F.R. Part 46; 21 C.F.R. 50 & 21 C.F.R. 56	
Substance Abuse and Mental Health confidentiality of substance abuse and mental health records	42. U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a	
Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government	45 C.F.R. § 92.36	
Utah Human Services Code		Utah Code Title 62A-
Utah Procurement Code		Utah Code § 63G-06-101 <i>et seq.</i>
Utah Procurement Rules		Utah Administrative Code Title R33



## **PART VIII: DISCLOSURE OF LOBBYING ACTIVITIES**

Title 31 United States Code (USC) § 1352 requires Contractors with a contract in excess of \$100,000 to certify that they will not and have not used government appropriated funds to influence an officer or employee of any agency in connection with obtaining a contract, grant, or award. If Contractor meets the criteria for disclosure set forth in the above-cited section, Contractor shall complete and submit to the required federal entity, a Disclosure of Lobbying Activities form. Both this form and instructions for completing it can be found at the following website:  
<http://www.whitehouse.gov/omb/grants/sfllin.pdf>

## **PART IX: JURISDICTION, COPYRIGHT, AND OTHER GENERAL PROVISIONS**

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

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

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

4. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at:

<http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>.

When tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this governmental entity, unless otherwise stated in the Contract.

- 5. **AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR:** The Contractor represents that the person who has signed this Contract on behalf of the Contractor has full legal authority to bind the Contractor and to execute this Contract.
- 6. **CONTRACTOR HAS NOT ALTERED THIS CONTRACT:** By signing this Contract, the Contractor represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Contract, and that this Contract contains exactly the same provisions that appeared in this document and its exhibits when DHS/DSPD originally sent it to the Contractor.

IN WITNESS WHEREOF, the parties executed this Contract:

**CONTRACTOR**

By: *[Signature]*  
 Print Name: Michael McCreary  
 Title/Position: General Manager  
 Utah Transit Authority  
 Date: 3/18/14

**DHS/DSPD**

By: *[Signature]*  
 Paul T. Smith, Director  
 Division of Services for People with Disabilities  
 Date: 3/18/14

*Cherry Beveridge*  
*Cherry Beveridge*  
*Special Services S.M.*  
*March 17, 2014*

Approved As To Form  
*[Signature]*  
 UTA Legal Counsel

Log No. 28506

Contract No. **A02066**

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Approved As To Form  
UTA Legal Counsel



**State of Utah**

GARY R. HERBERT  
*Governor*

SPENCER J. COX  
*Lieutenant Governor*

**Department of Human Services**

ANN SILVERBERG WILLIAMSON  
*Executive Director*

**Division of Services for People with Disabilities**

PAUL T. SMITH  
*Director*

July 2, 2014

Utah Transit Authority  
PO Box 30810  
Salt Lake City, UT 84119

**SUBJECT: RATE CHANGE NOTICE**

Amendment #: 1                      Log #: 30559

Dear Contractor:

Pursuant to the terms of Contract # A02066 (hereinafter 'Contract') between the Utah Department of Human Services, Division of Services to People with Disabilities (hereinafter 'Division') and Utah Transit Authority (hereinafter 'Contractor'), you are hereby notified that some or all of the rates in your Contract will be changing effective July 1, 2014. The rate table below replaces the rate table in your Contract as of the above-stated effective date. It reflects the new rates and should include all services in the current Contract. Please note, however, that not all services are impacted and the current rate will not change.

Service Name	Service Code	Unit of Service	Rate
Transportation Supports/Bus Pass	UTA	Trip or Ticket	\$4.60
Transportation Supports/Bus Pass	UTA	Month	\$91.75
Utah Transit Authority Route Deviation Fee	UTD	Trip or Ticket	\$1.35
Utah Transit Authority Combined Trip Deviation and Paratransit Fee Code	UTF	Trip or Ticket	\$5.95

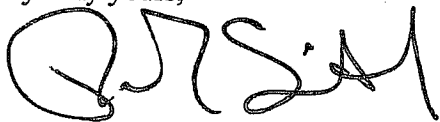
Our Mission is to Promote Opportunities and Provide Supports for Persons with Disabilities to Lead Self-Determined Lives.

Service Name	Service Code	Unit of Service	Rate
Daily Transportation	UTP	Daily	\$14.35

In accordance with the Contract Amendment provisions of your Contract, this notice constitutes an amendment to the Contract without the Contractor's signature.

If you have any questions about this Notice, please contact Clair Abee at telephone number 801-538-4680.

Very truly yours,



Paul T Smith, Director  
Division of Services to People with Disabilities

cc: Bureau of Contract Management



State of Utah

GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

Department of Human Services

ANN SILVERBERG WILLIAMSON  
Executive Director

Division of Services for People with Disabilities

PAUL T. SMITH  
Director

June 24, 2015

Utah Transit Authority  
PO Box 30810  
Salt Lake City, UT 84119

**SUBJECT: RATE CHANGE NOTICE**

Amendment #: 2

Log #: 32147

Dear Contractor:

Pursuant to the terms of Contract # A02066 (hereinafter 'Contract') between the Utah Department of Human Services, Division of Services to People with Disabilities (hereinafter 'Division') and Utah Transit Authority (hereinafter 'Contractor'), you are hereby notified that some or all of the rates in your Contract will be changing effective July 1, 2015. The rate table below replaces the rate table in your Contract as of the above-stated effective date. It reflects the new rates and should include all services in the current Contract. Please note, however, that not all services are impacted and the current rate will not change.

Service Name	Service Code	Unit of Service	Rate
Daily Transportation	UTP	Daily	\$15.75
Utah Transit Authority Combined Trip Deviation and Paratransit Fee Code	UTF	Trip or Ticket	\$6.30
Utah Transit Authority Route Deviation Fee	UTD	Trip or Ticket	\$1.45
Transportation Supports/Bus Pass	UTA	Month	\$100.00

<b>Service Name</b>	<b>Service Code</b>	<b>Unit of Service</b>	<b>Rate</b>
Transportation Supports/Bus Pass	UTA	Trip or Ticket	\$4.85

In accordance with the Contract Amendment provisions of your Contract, this notice constitutes an amendment to the Contract without the Contractor's signature.

If you have any questions about this Notice, please contact Clair Abee at telephone number 801-538-4680.

Very truly yours,



Paul T Smith, Director  
Division of Services to People with Disabilities

cc: Bureau of Contract Management





State of Utah

GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

DEPARTMENT OF HUMAN SERVICES

ANN SILVERBERG WILLIAMSON  
Executive Director

OFFICE OF FISCAL OPERATIONS  
JENNIFER C. EVANS  
Director

BUREAU OF CONTRACT MANAGEMENT  
STEPHANIE M. CASTRO  
Director

Log No.: 33628  
Utah Governmental Entity

Contract No.: A02066

**AMENDMENT # 3**

TO BE ATTACHED TO AND MADE A PART OF the above numbered Contract between the Utah Department of Human Services, which includes the Division of Services for People with Disabilities) (referred to in this Amendment as "DHS" or "DHS/DSPD");

AND

Name: Utah Transit Authority  
Address: 3600 South 700 West  
Salt Lake City, Utah 84119

A Utah Governmental Entity (referred to as the "Contractor").

**PURPOSE OF AMENDMENT:** To replace the Contractor's address, the Contractor's representative contact information, and replace the contract termination date.

The parties agree to amend the Contract as follows:

1. **Cover Page:** replace Name and address with the following:

Name: Utah Transit Authority  
Address: 669 West 200 South  
Salt Lake City, Utah 84101

2. **Contracting Parties, Notices and Documents shall be submitted to table:** replace with the following:

**NOTICES AND DOCUMENTS SHALL BE SUBMITTED TO:**

	CONTRACTOR	DHS
Name	Cherryl Beveridge	Clair Abee
Title	GM Special Services	Contract Administrator
Telephone	801-287-5350	(801)538-4680
Email	cbeveridge@rideuta.com	cabee@utah.gov

Address	669 West 200 South	195 North 1950 West
	Salt Lake City, Utah 84101	Salt Lake City, UT 84116

3. **Part I, Section#3a. "Contract Period":** Change to read:

"This Contract is effective as July 1, 2013 and terminates on June 30, 2018, unless terminated sooner..."

All other terms and conditions in the original contract remain the same.

**AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR:** The Contractor represents that the person who has signed this Amendment on behalf of the Contractor has full legal authority to bind the Contractor and to execute this Amendment.

**CONTRACTOR HAS NOT ALTERED THIS AMENDMENT:** By signing this Amendment, the Contractor represents that it has not in any way altered the language or provisions in the Amendment, and that this Amendment contains exactly the same provisions that appeared in this document and its exhibits when DHS originally sent it to the Contractor.

IN WITNESS WHEREOF, the parties sign and cause this amendment to be effective April 1, 2016.

**CONTRACTOR**

By: *Cherry Beveridge*  
 Type or print name: Cherry Beveridge  
 Title/Position: Special Services GM / Interim CEO  
 Utah Transit Authority  
 Date: 4/7/16

**DHS/DSPD**

By: \_\_\_\_\_  
 Paul T. Smith, Director  
 Division of Services for People with  
 Disabilities  
 Date: \_\_\_\_\_

**APPROVED AS TO PROCUREMENT**

By: \_\_\_\_\_  
 DHS Purchasing Agent LPD099  
 DHS Bureau of Contract Management  
 Date: \_\_\_\_\_

Log No.: 33628  
 Utah Governmental Entity

Contract No.: A02066

Approved As To Form

*John B. Blum*  
 UTA Legal Counsel



**State of Utah**

GARY R. HERBERT  
*Governor*

SPENCER J. COX  
*Lieutenant Governor*

**Department of Human Services**

ANN SILVERBERG WILLIAMSON  
*Executive Director*

**Division of Services for People with Disabilities**

ANGELLA D. PINNA  
*Interim Director*

July 15, 2016

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

**SUBJECT: RATE CHANGE NOTICE**

Amendment #: 4

Log #: 34187

Dear Contractor:

Pursuant to the terms of Contract # A02066 (hereinafter 'Contract') between the Utah Department of Human Services, Division of Services to People with Disabilities (hereinafter 'Division') and Utah Transit Authority (hereinafter 'Contractor'), you are hereby notified that some or all of the rates in your Contract will be changing effective July 1, 2016. The rate table below replaces the rate table in your Contract as of the above-stated effective date. It reflects the new rates and should include all services in the current Contract. Please note, however, that not all services are impacted and the current rate will not change.

Service Name	Service Code	Unit of Service	Rate
Daily Transportation	UTP	Daily	\$17.30
Utah Transit Authority Combined Trip Deviation and Paratransit Fee Code	UTF	Trip or Ticket	\$6.30
Utah Transit Authority Route Deviation Fee	UTD	Trip or Ticket	\$1.45
Transportation Supports/Bus Pass	UTA	Month	\$105.00

Our Mission is to Promote Opportunities and Provide Supports for Persons with Disabilities to Lead Self-Determined Lives.

Service Name	Service Code	Unit of Service	Rate
Transportation Supports/Bus Pass	UTA	Trip or Ticket	\$4.85

In accordance with the Contract Amendment provisions of your Contract, this notice constitutes an amendment to the Contract without the Contractor's signature.

If you have any questions about this Notice, please contact Clair Abee at telephone number 801-538-4680.

Very truly yours,



Angella Pinna, Interim Director  
Division of Services to People with Disabilities

cc: Bureau of Contract Management



**State of Utah**

GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

**Department of Human Services**

ANN SILVERBERG WILLIAMSON  
Executive Director

**Division of Services for People with Disabilities**

ANGELLA D. PINNA  
Interim Director

June 27, 2017

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

**SUBJECT: RATE CHANGE NOTICE**

Amendment #: 5

Log #: 35517

Dear Contractor:

Pursuant to the terms of Contract # A02066 (hereinafter 'Contract') between the Utah Department of Human Services, Division of Services to People with Disabilities (hereinafter 'Division') and Utah Transit Authority (hereinafter 'Contractor'), you are hereby notified that some or all of the rates in your Contract will be changing effective July 1, 2017. The rate table below replaces the rate table in your Contract as of the above-stated effective date. It reflects the new rates and should include all services in the current Contract. Please note, however, that not all services are impacted and the current rate will not change.

Service Name	Service Code	Unit of Service	Rate
Transportation Supports/Bus Pass	UTA	Trip or Ticket	\$4.85
Transportation Supports/Bus Pass	UTA	Month	\$110.25
Utah Transit Authority Route Deviation Fee	UTD	Trip or Ticket	\$1.45
Utah Transit Authority Combined Trip Deviation and Paratransit Fee Code	UTF	Trip or Ticket	\$6.30

Our Mission is to Promote Opportunities and Provide Supports for Persons with Disabilities to Lead Self-Determined Lives.

Log No.: **36399**  
Utah Governmental Entity

Contract No.: **A02066**

Subject: **UTA**  
(For Division Use Only)

### **AMENDMENT #6**

TO BE ATTACHED TO AND MADE A PART OF the above numbered Contract between the Utah Department of Human Services, which includes the Division of Services for People with Disabilities (referred to in this Amendment as “DHS” or “DHS/DSPD”);

AND

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

A Utah Governmental Entity (referred to as the "Contractor").

**PURPOSE OF AMENDMENT:** To: 1) extend the end date and 2) to add the new rates for FY19.

The parties agree to amend the Contract as follows:

1. Part I, Section A, #2, “CONTRACT PERIOD AND RENEWAL PROVISIONS”: Replace with the following:
  2. **CONTRACT PERIOD AND RENEWAL PROVISIONS:**
    - a. **Contract Period:** This Contract is effective as of **July 1, 2013** and terminates on **September 30, 2018**.
    - b. **Contract Renewal:** This Contract may only be renewed through September 30, 2018.
2. Part IV, Section 2, “PAYMENT RATES”: Replace rate table with the following:

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

**All other terms and conditions in the original contract remain the same.**

**AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR:** The Contractor represents that the person who has signed this Amendment on behalf of the Contractor has full legal authority to bind the Contractor and to execute this Amendment.

**CONTRACTOR HAS NOT ALTERED THIS AMENDMENT:** By signing this Amendment, the Contractor represents that it has not in any way altered the language or provisions in the Amendment, and that this Amendment contains exactly the same provisions that appeared in this document and its exhibits when DHS originally sent it to the Contractor.

**IN WITNESS WHEREOF**, the parties sign and cause this amendment to be effective July 1, 2018.

**CONTRACTOR**

**DHS/DSPD**

By: Cherryl Beveridge

By: \_\_\_\_\_  
Angella Pinna, Director  
Division of Services for People with Disabilities

Type or print name: Cherryl Beveridge

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

Title/Position: Special Services General Manager  
Utah Transit Authority

Date: June 8, 2018

Log No.: **36399**

Contract No.: **A02066**

### Certificate Of Completion

Envelope Id: 3BC41F13C7E84760AAADD6621C4BCE63	Status: Sent
Subject: Please DocuSign: 36399 A6 UTA (Gov) A02066.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lisa James
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	195 N 1950 W
	Salt Lake City, UT 84116
	lisahewittjames@utah.gov
	IP Address: 168.178.211.53

### Record Tracking

Status: Original	Holder: Lisa James	Location: DocuSign
6/5/2018 12:58:10 PM	lisahewittjames@utah.gov	

### Signer Events

Signer Events	Signature	Timestamp
Cherryl Beveridge cbeveridge@rideuta.com Special Services General Manager Security Level: Email, Account Authentication (None)	 Using IP Address: 204.126.146.202	Sent: 6/5/2018 1:18:41 PM Viewed: 6/8/2018 8:06:03 AM Signed: 6/8/2018 8:15:06 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 6/8/2018 8:06:03 AM  
ID: 08e564a0-2a5c-4758-9833-33c3464ab152

Angella Pinna apinna@utah.gov Security Level: Email, Account Authentication (None)	Sent: 6/8/2018 8:15:07 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

### In Person Signer Events

In Person Signer Events	Signature	Timestamp

### Editor Delivery Events

Editor Delivery Events	Status	Timestamp

### Agent Delivery Events

Agent Delivery Events	Status	Timestamp
Ray Winger raywinger@utah.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>VIEWED</b></div> Using IP Address: 168.177.186.53	Sent: 6/5/2018 1:05:17 PM Viewed: 6/5/2018 1:08:40 PM Completed: 6/5/2018 1:18:41 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 10/16/2017 9:14:19 AM  
ID: ca2be25c-cee1-44c3-8955-7f7a8c2763fe

### Intermediary Delivery Events

Intermediary Delivery Events	Status	Timestamp

### Certified Delivery Events

Certified Delivery Events	Status	Timestamp

### Carbon Copy Events

Carbon Copy Events	Status	Timestamp
Becky Dalby beckydalby@utah.gov Security Level: Email, Account Authentication (None)		



<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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**Electronic Record and Signature Disclosure:**

Accepted: 10/10/2017 9:21:05 AM

ID: 43b6d727-73ee-4808-a333-26f5617441f6

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent

Hashed/Encrypted

6/8/2018 8:15:07 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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**To advise State of Utah Department of Human Services of your new e-mail address**

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

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

**Required hardware and software**

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

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

**Acknowledging your access and consent to receive materials electronically**

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

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

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

Log No.: **36538**  
Utah Governmental Entity

Contract No.: **A02066**

Subject: **UTA**  
(For Division Use Only)

### **AMENDMENT #7**

TO BE ATTACHED TO AND MADE A PART OF the above numbered Contract between the Utah Department of Human Services, which includes the Division of Services for People with Disabilities (referred to in this Amendment as “DHS” or “DHS/DSPD”);

AND

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

A Utah Governmental Entity (referred to as the "Contractor").

**PURPOSE OF AMENDMENT:** To: 1) strike all of the language found in amendment 6 and replace it with the language found in this amendment; 2) Update the signature for the Contractor, 3) extend the termination date; and 4) to add the new rates for FY19.

The parties agree to amend the Contract as follows:

1. **Part I, Section A, #2 paragraph titled “CONTRACT PERIOD AND RENEWAL PROVISIONS”:** Replace with the following:
  2. **CONTRACT PERIOD AND RENEWAL PROVISIONS:**
    - a. **Contract Period:** This Contract is effective as of **July 1, 2013** and terminates on **September 30, 2018**.
    - b. **Contract Renewal:** This Contract may only be renewed through September 30, 2018.
2. **Part IV, Section 2, “PAYMENT RATES”:** Replace rate table with the following:

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

**All other terms and conditions in the original contract remain the same.**

**AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR:** The Contractor represents that the person who has signed this Amendment on behalf of the Contractor has full legal authority to bind the Contractor and to execute this Amendment.

**CONTRACTOR HAS NOT ALTERED THIS AMENDMENT:** By signing this Amendment, the Contractor represents that it has not in any way altered the language or provisions in the Amendment, and that this Amendment contains exactly the same provisions that appeared in this document and its exhibits when DHS originally sent it to the Contractor.

**IN WITNESS WHEREOF**, the parties sign and cause this amendment to be effective July 01, 2018.

**CONTRACTOR**

**DHS/DSPD**

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

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

Type or print name: \_\_\_\_\_

Angella Pinna, Director  
Division of Services for People with Disabilities

Title/Position: \_\_\_\_\_  
Utah Transit Authority

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

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

Log No.: **36538**

Contract No.: **A02066**

## Certificate Of Completion

Envelope Id: 067C782E452D4CE78B6F3E2915FC29D5	Status: Sent
Subject: Please DocuSign: A7 Utah Transit Authority (Gov) A02066.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lisa James
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	195 N 1950 W
	Salt Lake City, UT 84116
	lisahewittjames@utah.gov
	IP Address: 168.178.211.53

## Record Tracking

Status: Original	Holder: Lisa James	Location: DocuSign
7/2/2018 2:46:14 PM	lisahewittjames@utah.gov	

## Signer Events

Signature	Timestamp
Steve Meyer smeyer@rideuta.com Interim Executive Director Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	Sent: 7/3/2018 1:09:42 PM

Angella Pinna  
apinna@utah.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

## In Person Signer Events

Signature	Timestamp

## Editor Delivery Events

Status	Timestamp

## Agent Delivery Events

Status	Timestamp
Ray Winger raywinger@utah.gov Security Level: Email, Account Authentication (None) <b>VIEWED</b> Using IP Address: 168.178.211.137	Sent: 7/2/2018 2:47:44 PM Viewed: 7/2/2018 2:48:12 PM Completed: 7/2/2018 2:49:38 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 10/16/2017 9:14:19 AM  
ID: ca2be25c-cee1-44c3-8955-7f7a8c2763fe

## Intermediary Delivery Events

Status	Timestamp

## Certified Delivery Events

Status	Timestamp

## Carbon Copy Events

Status	Timestamp
Cheryl Beveridge cbeveridge@rideuta.com Special Services General Manager Security Level: Email, Account Authentication (None) <b>COPIED</b>	Sent: 7/3/2018 1:09:43 PM Viewed: 7/3/2018 1:09:55 PM

**Electronic Record and Signature Disclosure:**

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Not Offered via DocuSign

Ray Winger

raywinger@utah.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 10/16/2017 9:14:19 AM

ID: ca2be25c-cee1-44c3-8955-7f7a8c2763fe

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent

Hashed/Encrypted

7/3/2018 1:09:43 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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**To advise State of Utah Department of Human Services of your new e-mail address**

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

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

**Required hardware and software**

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

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

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Log No.: **36930**  
Government Entity

Contract No.: **A02066**

Subject: **Transportation Services**

**AMENDMENT #8**

TO BE ATTACHED TO AND MADE A PART OF the above numbered Contract between the Utah Department of Human Services, which includes the Division of Services for People with Disabilities (referred to in this Amendment as "DHS" or "DHS/DSPD");

AND

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

A Utah Governmental Entity (referred to as the "Contractor").

**PURPOSE OF AMENDMENT:** To extend the end date.

The parties agree to amend the Contract as follows:

1. **Part I, Section A, #2.a., paragraph titled "CONTRACT PERIOD AND RENEWAL PROVISIONS":** Replace with the following:
  - a. **Contract Period:** This Contract is effective as of **July 1, 2013** and terminates on **June 30, 2019**, unless terminated sooner in accordance with the terms and conditions of this Contract.

**All other terms and conditions in the original contract remain the same.**

**AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR:** The Contractor represents that the person who has signed this Amendment on behalf of the Contractor has full legal authority to bind the Contractor and to execute this Amendment.

**CONTRACTOR HAS NOT ALTERED THIS AMENDMENT:** By signing this Amendment, the Contractor represents that it has not in any way altered the language or provisions in the Amendment, and that this Amendment contains exactly the same provisions that appeared in this document and its exhibits when DHS originally sent it to the Contractor.

**IN WITNESS WHEREOF,** the parties sign and cause this amendment to be effective September 30, 2018.

**CONTRACTOR**

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

Type or print name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Utah Transit Authority

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

**DHS/DSPD**

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

Angella Pinna, Director  
Division of Services for People with Disabilities

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

**APPROVED AS TO PROCUREMENT**

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

DHS Purchasing Agent  
DHS Bureau of Contract Management

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

Log No.: **36930**

Contract No.: **A02066**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING EXECUTION OF A TASK ORDER WITH  
STACY AND WITBECK, INC. FOR IMPROVEMENTS  
AT THE HALF GRAND UNION**

R2018-09-03

September 27, 2018

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

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

WHEREAS, the Resolution requires the Board to specifically approve contracts and change orders if the total value is greater than \$1,000,000; and

WHEREAS, the Authority has an on-call maintenance contract in place with Stacy and Witbeck, Inc., which contract allows for the issuance of task orders; and

WHEREAS, pursuant to the contract, task orders are negotiated based on an independent cost estimate and competitively procured labor and mark-up rates; and

WHEREAS, as part of the Authority's State of Good Repair program, the Authority requires the removal and reconstruction of track and related improvements located at the existing Half Grand Union located at the intersection of 400 South and Main Street in Salt Lake City; and

WHEREAS, the task order attached as Exhibit A, has been reviewed and recommended for approval by the Board's Finance and Audit Committee.

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

1. That the Board hereby approves the task order with Stacy and Witbeck for the removal and reconstruction of the 400 South Half Grand Union.
2. That the Board authorizes the Executive Director and his designee(s) to execute the task order in substantially the same form as that attached as Exhibit A.

3. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the task order with Stacy and Witbeck, Inc.
4. That the corporate seal be attached hereto.

Approved and adopted this 27<sup>th</sup> day of September 2018.

---

Greg Bell, Chair  
Board of Trustees

ATTEST:

---

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 27<sup>th</sup> day of September, 2018.

---

Greg Bell, Chair  
Board of Trustees

---

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

---

Legal Counsel

## Exhibit A

## Detailed Contract Description & Purpose

**F&AC Review and/or Approval Date:** 9/27/2018

**Action Requested:** Motion to forward the contract to the Board for approval

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

**Contract #:** 16-1846TP

**Contract Title:** Main St. Half Grand  
Union Construction

**Project Manager:** E. Gregory Thorpe, PE

**Contract Administrator:** Teresa Pickett

**Impacted Areas:** State of Good Repair

**Included in budget?** Yes

**Procurement method:** Best value (RFP)

**Contractor:** Stacy and Witbeck

**Sole-Source Reason:** N/A

**Total Contract Value** \$ 4,017,940  
**Qty & Unit price**

**Contract term (Months)** 1

**Contract options (Months)** N/A

**Contract start date:** 6/6/2019

**Contract end date:** 7/1/2019

**Number of responding firms:** N/A

**Next Lowest Bidder:** N/A

### **Detailed Description & Purpose:**

This is a task order to a current contract for removal and reconstruction of the 400 South Half Grand Union. This is a State of Good Repair project of the 20 year old trackwork to insure against a potential failure and derailment on the system. The rail, switches and frogs are badly worn and need replacing. The frogs have become wheel bearing instead of flange bearing thus causing additional rail wear, noise and vibration. This will also add restraining rail to prevent the wheel trucks from climbing out of the flangeway. It will also replace the cracked and spalling concrete throughout the intersection. Additionally, the new trackwork will be encapsulated to eliminate stray current issues. The project will bring the Interlocking, signaling and communications up to current day standards and allow for more efficient train movements.

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

**Attachments:** Contract routing sheet attached? Yes

Other attachments? (list)





# CONTRACT ROUTING SHEET

Agenda Item No.: \_\_\_\_\_  
Board Review Date: \_\_\_\_\_

## CONTRACT SECTION

- 1) Contract/P.O. No. **16-1846TP** (Assigned by Purchasing) Contract Administrator: **Teresa Pickett**  
Project Manager: **Greg Thorpe**
- 2) Contract Type  A. A&E/Design  B. Blanket PO  C. Construction  D. Goods  E. Modification  
 F. Option  G. Renewal  H. Services  I. Task Orders
- 3) Procurement Method  RFQ (Quote)  IFB (Low Bid)  RFQU (Qualification)  
 RFP (Best-value)  Sole source  Other: \_\_\_\_\_
- 4) Contract Title **Main Street 400 S Half Grand Union Construction**
- 5) Description / Purpose (of contract or project) **Task Order 63 to the On-Call Maintenance contract.**
- 6) Contractor Name **Stacy and Witbeck, Inc.**
- 7) Effective Dates Beginning: **06/06/19** Ending: **07/01/19**
- 8) Option to renew?  Yes  No Renewal terms **N/A**

## FINANCIAL SECTION

- 9) Total Board Approval Amount: \$ **4,017,940.00**
- 9a) Current Contract Value: \$ **21,653,183**
- 9b) Amendment Amount: \$ **4,017,940**
- 9c) New Contract Value (including all amendments) \$ **25,671,123**
- 9e) Is the amount an estimate?  Yes  No

(Estimate if per transaction cost)

9f) If estimated, how was the estimate calculated? **N/A**

- 10) Is the amount a one-time purchase or annual recurring purchase?  One-time  Recurring
- 11) Account Code **40-7355.68912** Capital Project Code **SGR35517**
- 12) Budgeted?  Yes  No Budget amount: \$ **4,017,940.00**
- 13) Will this contract require support from another department?  Yes  No
- 14) If so, is the other department(s) aware of this contract and the required support?  Yes  No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified?  Yes  No

## SIGNATURE SECTION

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

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

**TASK ORDER NO. 63**

**TASK ORDER NAME: Main Street 400 S Half Grand Union Construction  
PROJECT CODE: SGR35517**

This Task Order No. 63 to the On Call Maintenance Contract is entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of \_\_\_\_\_, 2018. 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 #63 is identified in the attached letter and bid price dated August 28, 2018 from Stacy and Witbeck, which is hereby attached and incorporated into this Task Order.

**2.0 SCHEDULE**

The construction duration for the Task Order is 25 days with the Substantial Completion Date on or before July 1, 2019; subject to coordination and agreement with Salt Lake City and UDOT. The Revenue Operations Dates for this Task is on or before July 1, 2019. The Final Acceptance Date for this Task is one month following substantial completion, approx. July 31, 2019.

**3.0 LUMP SUM PRICE**

The price for this task order is a not to exceed \$4,017,940.00 per the attached bid sheet. An independent cost estimate was completed that verified the cost for this work is fair and reasonable.

**4.0 APPLICABILITY OF FEDERAL CLAUSES**

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

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

UTAH TRANSIT AUTHORITY:

STACY AND WITBECK, INC.:

By: \_\_\_\_\_  
W. Steve Meyer, Interim Director

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

By: \_\_\_\_\_  
Donald (Eddy) Cumins, Acting VP  
Operations and Capital

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

By: \_\_\_\_\_  
Mary DeLoretto, Capital Projects Director

By: \_\_\_\_\_  
E. Gregory Thorpe, Project Manager

# Stacy and Witbeck

August 28, 2018

OCS

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

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

Subject: EST 18-612 – R1 Main Street Half Grand Union Construction

Dear Greg:

Thank you for the opportunity to propose on this project. Attached please find our revised cost estimate for the removal and reconstruction of the 400 south Half Grand Union. The revision originates from the independent cost estimate review conducted between UTA, SWI and Krebs Corp on 8-14-2018

Stacy and Witbeck has assumed the phasing of construction of the project will take place utilizing one full shutdown 25 days in duration. We look forward to constructing this project for UTA the summer of 2019 with a mutually agreed upon schedule.

Exclusions:

- Railroad Protective Insurance
- Permit Fees
- Davis Bacon Wages
- Buy America Certification
- Quality Control Testing and Supervision
- HAZMAT and Contaminated Material Testing and Remediation
- Railroad Flagging, EIC, or Maintainers
- Cost of UTA bus bridge
- Cost of UTA test trains
- Existing Trackwork Track to Earth Repairs
- Track to Earth Testing
- Over-excavation and Grade Stabilization
- Spare parts- Trackwork, Signal, or OCS
- Training
- Additional costs for civil design changes.
- Utility and duct bank conflict resolution
- As-Built Survey of New Trackwork, Signals, or OCS
- Geometry Car
- In-Line Rail Ultrasonic Testing
- Laydown yard rental costs

---

1958 West North Temple St.  
Salt Lake City, UT 84116  
t: 801-666-7840 f: 801-432-7489

# Stacy and Witbeck

- OCS Power down costs
- Sales Tax on Permanent Materials
- Utility fees and Rocky Mountain Power costs
- Costs for operating trains for testing
- Traffic Signal System and modifications – except for new train loops.
- Negative return and positive feeder cabling
- New TPS and/or Modifications to existing TPS
- Public outreach, or project advertising

## 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.
- Construction of the project will take place utilizing one full shutdown 25 days in duration.
- Procurement of special trackwork and encapsulation was included as part of Task Order #27 – Main Street 400 South Half Grand Union Special Trackwork Procurement. Please refer to scope letter and pricing proposal included as part of task order documents.
- The current OCS configuration and layout is to remain in its existing configuration and setup. No OCS adjustments have been provided in this cost proposal. If adjustments are needed or desired it will be negotiated separate to this pricing proposal.
- SWI has bid this project with no cost for thermite weld testing as UTA is responsible for providing the weld tester and QC for the On-Call Contract.
- SWI has bid all work as being done under shutdown windows.
- 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.
- SWI's Subcontractor has assumed all existing signals and route selectors are to remain.
- Train signal upgrades are provided on the basis of the ISIS 400 South design drawings dated 03-09-2018
- All Provisional Sum Items are pass through items and do not include, fee, risk, insurance, bond, office overhead, or supervision. Any work under these items will be performed on a time and material (T&M) basis and will need to have fee, risk, bond, insurance, supervision and office overhead added to the actual costs.

## Summary of Costs and Scope for each item:

**Bid Item 1000 – Field Engineering and Project Controls - 1.00 LS - Total of \$202,809.00** - 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.

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**Bid Item 2000 - Safety Program & Administration - 1.00 LS - Total of \$15,726.00** – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

**Bid Item 3000 – Permits & Fees - 1.00 LS - Total of \$5,484.00** - This bid item includes the cost to obtain a noise permit from Salt Lake County to perform work at night. Item also includes Traffic control permit and encroachment permits from Salt Lake City to perform work.

**Bid Item 5000 - Traffic & Pedestrian Control- 1.00 LS - Total of \$50,144.00** - This bid item includes the cost for traffic and pedestrian control equipment and labor for the complete shutdown with one flagger onsite through the duration and periodic maintenance from Traffic Control Maintainer each day.

**Bid Item 8000 – Key Personnel and Travel Subsistence - 1.00 LS - Total of \$47,099.00** - This bid item includes the cost to fly in and host key personnel through the duration of the project. Costs include flights in/out, hotel accommodations and daily meal allowance.

**Bid Item 9000 - Survey - 1.00 LS - Total of \$14,610.00** - This bid item includes the cost for construction layout survey for installing the new Half Grand Union special Trackwork.

**Bid Item 10000 - Mobilization - 1.00 LS - Total of \$16,350.00** - This bid item includes the cost for mobilizing heavy equipment to and from the project site, field sanitary expenses, temp site lighting for the shutdown, jobsite dumpster, and final project cleanup.

**Bid Item 20000 - Demo Existing Half Grand Union - 1.00 LS - Total of \$368,858.00** - This bid item includes sawcutting and demolition of approximate 10' sections of the existing track slab (between turnouts) to aid in the removal of the existing embedded track during the shutdowns. This work will be done prior to each shutdown.

This bid item includes the removal of the existing 8 FT wide 18 inch deep track slab, turnouts and handwork of removing the existing concrete at the tie-in locations outside the point of switches of turnouts. This items includes the rental of 1 excavator and 2 Loaders.

This bid item includes the removal of the existing center infill (interior between diamonds, and between tracks) concrete to subgrade in the center of the intersection. Concrete edgefill or pavement outside of the special Trackwork limits has not been provided as part of this estimate.

**Bid Item 25000 - Grade Prep & 3 IN Base (No Stabilization) - 1.000 LS - Total of \$34,770.00** - This bid item includes the cost of subgrade preparation of the existing base material and then grading and compacting three inches of new aggregate base course to bring the new track slab depth to 15 inches which is UTA's current design standard.

**Bid Item 30000 - Construct Half Grand Union - 1.000 LS - Total of \$407,686.00** - This bid item includes hauling the pre-curved rail, turnouts, and interior diamonds from UTA's

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yard. It also includes distributing the rail, installation of the restraining rail, steel ties, boot, flangeway former, and clips, elevating the rail to design elevation, and lining the rail to designed location.

**Bid Item 31000 Thermite Welding - 96.000 EA - Total of \$139,584.00** – This bid item accounts for 96 complete thermite welds within the turnouts, restraining rail, pre-curved rail sections and tangent sections of track.

**Bid Item 35000 - Form, Pour, and Strip Half Grand Union – 1.00 LS - Total of \$513,218.00** - This bid item includes epoxy coated rebar, forming, installing of expansion joints at approximately 60 FT spacing, expansion joint between infill and track slab, and pouring the new 15 inch deep track and turnouts within the limits of the Half Grand Union. New LRV traffic signal loops are also included.

This bid item includes the epoxy coated rebar and pouring the new 15 inch deep center infill between tracks and between interior diamonds.

This bid item includes the joint sealing of the track slab ½ inch x ½ inch deep expansion joints on the edges of the track slab along with the expansion joints in the edge infill at approximately 60 FT spacing to match the track slab joints.

**Bid Item 40000 Train Signal Conduit and Track Boxes - 1.000 LS – Total of \$238,911.00** – this bid item includes the procurement of new signal boxes, and new ductbank to accommodate the new train signal layout. Items include the excavation, conduit installation, and pour back of the flowable fill concrete.

**Bid Item 45000 Train Signal & Communications - 1.000 LS – Total \$1,756,652.00** - This bid item includes the cost for SWI's subcontractor to install and test the new signal system for the reconstruction of the 400 S Half Grand Union.

- The construction and testing scope of the signaling system is as follows:
  - All existing signals and route selectors are to remain
  - Furnish and install six new H&K power operated switch machines including new cable
  - Furnish and install one new Fastrax Switch Heater Controller for six new Fastrax
  - Switch heaters including new cable
  - Furnish and install new 8'x12' signal house
  - Furnish and install of seven AFTAC coupler cases
  - Replacing AC Vane with AFTAC track circuits
  - Rail Bonding as shown in ISIS drawings
  - Re-using existing signal cable as applicable
  - Re-installing existing fiber
  - Head end modifications to TDX for new location.
  - Removal of existing signal case
  - Removal of existing switch heater case
  - Removal of replaced signal cable

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**75000 Striping 1.000 LS Total of \$5,619.00**

This bid item includes all required temporary striping for the interim traffic shifts and new crosswalk thermoplastic where the track slab and infill is being replaced.

**Bid Item 100000 - Fee (5.25%) - 1.00 LS - Total of \$200,420.00** - This is the agreed to CMGC fee that is part of the new On Call Services Contract on the above bid items.

The total price for this scope of work is **\$4,017,940.00** If you have any questions, please contact me.

Sincerely,  
Stacy and Witbeck, Inc.



Brian Dagsland  
Project Manager

08/28/2018  
 18-612R1  
 \*\*\* Brian Dagsland, BD

9:58  
 Main Steet Half Grand Construction R1

**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	202,809.00	202,809.00
2000	Safety Program & Administration	1.000	LS	15,726.00	15,726.00
3000	Permits & Fees	1.000	LS	5,484.00	5,484.00
5000	Traffic & Pedestrian Control	1.000	LS	50,144.00	50,144.00
8000	Key Personnel Travel & Subsistence	1.000	LS	47,099.00	47,099.00
9000	Survey	1.000	LS	14,610.00	14,610.00
10000	Mobilization	1.000	LS	16,350.00	16,350.00
20000	Demo Existing Half Grand Union	1.000	LS	368,858.00	368,858.00
25000	Grade Prep & 3 IN Base (No Stabilization)	1.000	LS	34,770.00	34,770.00
30000	Construct Half Grand Union	1.000	LS	407,686.00	407,686.00
31000	Thermite Welding	96.000	EA	1,454.00	139,584.00
35000	Form, Pour, and Strip Half Grand Union	1.000	LS	513,218.00	513,218.00
40000	Train Signal Conduit and Track Boxes	1.000	LS	238,911.00	238,911.00
45000	Train Signal & Communications	1.000	LS	1,756,652.00	1,756,652.00
75000	Striping	1.000	LS	5,619.00	5,619.00
Subtotal					\$3,817,520.00
100000	Fee (5.25%)	1.000	LS	200,420.00	200,420.00
Bid Total $\Longrightarrow$					\$4,017,940.00



ICE

08/22/2018  
UTAMSHG  
\*\*\* Rick Krebs

16:56  
UTA - Main St Half Grand Union

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
Section 1000 - Field Supervision & Project Control					
1010	PROJECT SUPERVISION	10.000	MO	14,781.92	147,819.20
1020	FIELD OFFICE AND EXPENSES	3.000	MO	2,967.13	8,901.39
1030	CELL PHONE EXPENSE	10.000	MO	106.85	1,068.50
1040	THERMITE WELD QUALIFICATION TESTS	4.000	EA	2,500.00	10,000.00
1500	SUPERINTENDENT SUBSISTENCE	4.000	MO	3,739.75	14,959.00
1510	ESTIMATING SUPPORT	20.000	HR	105.87	2,117.40
SUBTOTAL: Field Engineering/Project Controls					\$184,865.49
Section 2000: Safety Program					
2010	SAFETY SUPPLIES AND DRUG TESTING	15,600.000	MH	1.71	26,676.00
2020	SAFETY STAFF	1.000	MO	5,861.39	5,861.39
SUBTOTAL: SAFETY					\$32,537.39
3000: Section 3000 - Permits and Fees					
3010	PERMITS	3.000	EA	1,000.00	3,000.00
SUBTOTAL: Permits					\$3,000.00
Section 5000 - Traffic & Pedestrian Control					
5100	TRAFFIC CONTROL	1.000	LS	53,550.00	53,550.00
5200	MOT PLANS	1.000	LS	700.00	700.00
SUBTOTAL: TRAFFIC CONTROL					\$54,250.00
Section 8000 - Key Personnel Travel & Subsistence					
8100	SUBSISTENCE	5.000	WKS	15,600.00	78,000.00
SUBTOTAL: Subsistence					\$78,000.00
Section 9000 - Survey					
9100	SURVEY	1.000	LS	13,000.00	13,000.00
SUBTOTAL: SURVEY					\$13,000.00
Section 10000 - Mobilization					
10100	PROJECT CLEANUP	1.000	LS	5,154.57	5,154.57
10200	FIELD SANITARY EXPENSE	2.000	MO	352.61	705.22
10300	EQUIPMENT MOBE/DEMOBE	1.000	LS	17,680.00	17,680.00

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**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10400	JOB DUMPSTERS	2.000	MO	854.80	1,709.60
10500	INSURANCE	1.000	LS	58,631.26	58,631.26
10600	BONDS	1.000	LS	21,188.00	21,188.00

SUBTOTAL: MOBILIZATION \$105,068.65

Section 20000 - Demo Existing Half Grand Union

20100	TEMPORARY ROADS	174.000	EA	312.34	54,347.16
20200	DEMO EXISTING CONCRETE SLOTS FOR CUTTI	174.000	EA	276.24	48,065.76
20300	DEMO EXISTING TRACK SLAB	1,727.000	TF	23.06	39,824.62
20400	DEMO TRACK SLAB PANELS AT YARD	896.000	CY	65.89	59,037.44
20500	DEMO EXISTING INFILL	343.000	CY	72.08	24,723.44
20600	SAWCUT SUB	90,180.000	INFT	0.62	55,911.60
20700	SPECIAL JOBSITE EQUIPMENT	1.000	MO		

SUBTOTAL: DEMOLITION \$281,910.02

Section 25000 - Grade Prep & 3" Base (No Stab)

25100	GRADE PREP AND RECOMPACT BASE	2,073.000	SY	18.04	37,396.92
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SUBTOTAL: Grade Prep \$37,396.92

Section 30000 - Construct Half Grand Union

30010	PAVED TRACK MATERIALS	1.000	LS	28,424.24	28,424.24
30020	DISTRIBUTE RESTRAINING RAIL	730.000	LF	4.82	3,518.60
30030	DISTRIBUTE TIES/BOOT	1,414.000	TF	8.88	12,556.32
30040	DISTRIBUTE PRECURVED RAIL	908.000	LF	11.06	10,042.48
30050	DISTRIBUTE RAIL	789.000	LF	2.55	2,011.95
30060	CONSTRUCT PRECURVED RAIL TRACK	454.000	TF	29.47	13,379.38
30070	FINAL LINE TEE RAIL	1,414.000	TF	14.04	19,852.56
30080	INSTALL RESTRAINING RAIL	730.000	LF	29.32	21,403.60
30090	FORM AND ICOSSET RAIL	36.000	EA	2,857.76	102,879.36
30100	LOAD/DISTRIBUTE NO. 6 TO MATERIALS	4.000	EA	9,144.27	36,577.08
30110	LOAD/DISTRIBUTE NO. 10 TO'S AND DIAMOND	5.000	EA	11,654.09	58,270.45
30120	CONSTRUCT NO.6 TURNOUT	4.000	EA	21,764.40	87,057.60
30130	CONSTRUCT NO. 10 TURNOUT	2.000	EA	32,369.98	64,739.96
30140	ADJUST, LINE AND GRADE NO. 6 TO FOR POUR	4.000	EA	4,962.17	19,848.68
30150	ADJUST, LINE AND GRADE NO. 10 TO AND DIA	5.000	EA	6,616.20	33,081.00
30160	CLEAN-UP NO. 6 TURNOUT	4.000	EA	3,202.69	12,810.76
30170	CLEAN-UP NO. 10 TURNOUT AND DIAMONDS	5.000	EA	3,202.68	16,013.40
30180	INSTALL SWITCH BOXES	6.000	EA	1,632.77	9,796.62
30190	INSTALL TRACK DIAMOND	3.000	EA	31,816.67	95,450.01

Subtotal: Bid Item 30000 \$647,714.05

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**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
	Section 31000 - Thermitite Welding				
31010	FIELD WELDS	96.000	EA	739.60	71,001.60
Subtotal: Section 31000					\$71,001.60

	Section 35000 - Form, Pour, Strip Half Grand Union				
35010	INSTALL TRACK DRAINS	8.000	EA	1,461.92	11,695.36
35020	PAVED TRACK REBAR	37,600.000	LB	1.23	46,248.00
35030	FORM/STRIP PAVED TRACK	2,630.000	SF	24.49	64,408.70
35040	INSTALL EXPANSION JOINTS	30.000	EA	642.46	19,273.80
35050	POUR TRACK SLAB	579.000	CY	279.83	162,021.57
35060	PREFORMED JOINT FILLER	3,539.000	LF	10.25	36,274.75
35070	TURNOUT DRAIN SUMP AND PIPING	6.000	EA	1,461.92	8,771.52
35080	SIGNAL LOOPS	6.000	EA	2,000.00	12,000.00
SUBTOTAL: Paved Track					\$360,693.70

37010	INSTALL NEW BOX LIDS	7.000	EA	1,643.57	11,504.99
37020	CLEAN AND SEAL JOINTS	3,179.000	LF	10.25	32,584.75
37030	PAVED TRACK REBAR	7,985.000	LB	1.23	9,821.55
37040	POUR FULL DEPTH INFILL	286.000	CY	312.52	89,380.72
SUBTOTAL: Infill Concrete					\$143,292.01

	Section 40000 - Train Signal Conduit and Track Box				
40010	DEMO RUMBLE STRIP	1,045.000	SF	2.68	2,800.60
40020	SAWCUT RUMBLE STRIP	3,132.000	INFT	0.56	1,753.92
40030	CONDUIT 2" PVC	1,121.000	LCF	8.21	9,203.41
40040	CONDUIT 4" PVC	361.000	LCF	18.12	6,541.32
40050	EXCAVATE DUCTBANK	314.000	CY	46.67	14,654.38
40060	PLACE DUCTBANK CONCRETE	188.000	CY	174.45	32,796.60
40070	INSTALL VAULTS	28.000	EA	740.41	20,731.48
40080	FORM AND POUR 12" RUMBLE	1,054.000	SF	55.76	58,771.04
40090	PROCURE SIGNAL PULL BOXES	28.000	EA	571.67	16,006.76
SUBTOTAL: Train Signal Conduit					\$163,259.51

	Section 45000 - Train Signals				
45010	TRACK SIGNAL SUB	1.000	LS	1,563,133.00	1,563,133.00
SUBTOTAL: Signal Sub					\$1,563,133.00

Section 75000 - Striping

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**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
75010	TRAFFIC STRIPING SUB	1.000	LS	5,000.00	5,000.00
SUBTOTAL: Striping					\$5,000.00
Section 100000 - Fee (5.25%) and Risk (8%)					
100100	CMGC FEE - 5.25%	1.000	LS	195,461.96	195,461.96
100200	RISK - 8%	1.000	LS	297,846.80	297,846.80
SUBTOTAL: FEE and RISK					\$493,308.76
Bid Total					\$4,237,431.10