

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



Wednesday, May 20, 2020, 9:00 a.m.

Remote Electronic Meeting – No Anchor Location – Live-Stream at  
[https://www.youtube.com/results?search\\_query=utaride](https://www.youtube.com/results?search_query=utaride)

**NOTICE OF SPECIAL MEETING CIRCUMSTANCES DUE TO COVID-19 PANDEMIC:**

In keeping with recommendations of Federal, State, and Local authorities to limit public gatherings in order to control the continuing spread of COVID-19, and in accordance with Utah Governor Gary Herbert's Executive Order on March 18, 2020 suspending some requirements of the Utah Open and Public Meetings Act, the UTA Board of Trustees will make the following adjustments to our normal meeting procedures.

- All members of the Board of Trustees and meeting presenters will participate electronically via phone or video conference.
- **Public Comment** will not be taken during the meeting but may be submitted through the means listed below. Comments submitted before 4:00 p.m. on Tuesday, May 19<sup>th</sup> will be distributed to board members prior to the meeting:
  - online at <https://www.rideuta.com/Board-of-Trustees>
  - via email at [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com)
  - by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
- Meeting proceedings may be viewed remotely through YouTube live-streaming.  
[https://www.youtube.com/results?search\\_query=utaride](https://www.youtube.com/results?search_query=utaride)

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|---|----------------------------------|
| <b>1. Call to Order &amp; Opening Remarks</b>   | <b>Chair Carlton Christensen</b> |
| <b>2. Safety First Minute</b>   | <b>Sheldon Shaw</b>              |
| <b>3. Consent</b> <ul style="list-style-type: none"><li>a. Approval of May 6, 2020 Board Meeting Minutes</li><li>b. UTA Policy 6.2.1 – Use of Electronic Devices While Driving</li></ul>  | <b>Chair Carlton Christensen</b> |
| <b>4. Agency Report</b> <ul style="list-style-type: none"><li>a. Budget Amendment #2 Addition - Capital Planning and Environmental Funding</li><li>b. UTA Recovery Guidelines</li></ul>   | <b>Carolyn Gonot</b>             |
| <b>5. Resolutions</b> <ul style="list-style-type: none"><li>a. R2020-05-02 Resolution Establishing a Debt Reduction Reserve Fund</li><li>b. R2020-05-03 Resolution Approving the Execution of an Interlocal Cooperation Agreement (ILA) with the Utah Department of Transportation (UDOT) and Lehi City for a Pedestrian Bridge over SR-92.</li></ul> | Bob Biles<br><br>Mary DeLoretto  |

Website: <https://www.rideuta.com/Board-of-Trustees>

Live Streaming: [https://www.youtube.com/results?search\\_query=utaride](https://www.youtube.com/results?search_query=utaride)

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|-----------|--|-----------------------------------|
| c.        | R2020-05-04 Resolution Approving the Execution of An Interlocal Cooperation Agreement (ILA) with Millcreek City for Provision of Additional Funds to Supplement the Existing TIGER Stakeholder Agreement | Mary DeLoretto<br>Heather Benning |
| d.        | R2020-05-05 Resolution Authorizing Execution of a Collective Bargaining Agreement (CBA) with Amalgamated Transit Union Local 382   | Kim Ulibarri                      |
| <br>      |  |                                   |
| <b>6.</b> | <b>Contracts, Disbursements and Grants</b>   |                                   |
| a.        | Contract: Vendor Managed Inventory - Light Rail Parts (Siemens Mobility, Inc.)   | Todd Mills                        |
| b.        | Contract: Northern ADA Complementary Paratransit and Route Deviation Provider Services (MV Transportation, Inc.)   | Eddy Cumins                       |
| c.        | Contract: Southern ADA Complementary Paratransit and Route Deviation Provider Services (United Way of Utah County)   | Eddy Cumins                       |
| d.        | Contract: Accident Repair for Light Rail Vehicle 1137 (Siemens Mobility, Inc.)   | Eddy Cumins,<br>Bryan Sawyer      |
| e.        | Change Order: Employer Dental Insurance Agreement – Administrative Employees (EMI Health)  | Kim Ulibarri                      |
| f.        | Change Order: Employer Dental Insurance Agreement – Bargaining Employees (EMI Health)  | Kim Ulibarri                      |
| g.        | Change Order: Employee Assistance Program (Blomquist Hale)   | Kim Ulibarri                      |
| h.        | Change Order: Organizational Development Consultant Contract Extension (Nesso Strategies)  | Kim Ulibarri<br>Alisha Garrett    |
| <br>      |  |                                   |
| <b>7.</b> | <b>Discussion Items</b>  |                                   |
| a.        | Facilities Strategic Plan  | Mary DeLoretto,<br>Hal Johnson    |
| <br>      |  |                                   |
| <b>8.</b> | <b>Other Business</b>  | <b>Chair Carlton Christensen</b>  |
| a.        | Next meeting: June 3, 2020 at 9:00 a.m.  |                                   |
| <br>      |  |                                   |
| <b>9.</b> | <b>Adjourn</b>   | <b>Chair Carlton Christensen</b>  |

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

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# Be Proactive. Report Hazards.



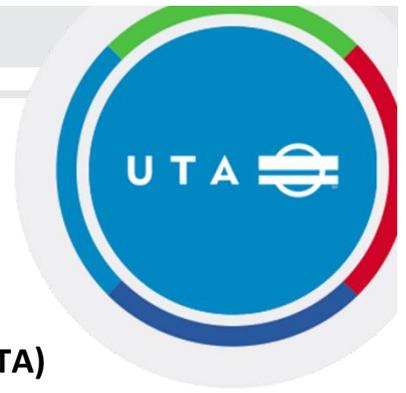


## MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** May 20, 2020

<b>SUBJECT:</b>	<b>Approval of May 6, 2020 Board Meeting Minutes</b>
<b>AGENDA ITEM TYPE:</b>	<b>Consent</b>
<b>RECOMMENDATION:</b>	Approve the minutes of the May 6, 2020 Board of Trustees meeting
<b>BACKGROUND:</b>	A regular meeting of the UTA Board of Trustees was held electronically and broadcast live on YouTube on Wednesday, May 6, 2020 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the <a href="#">Utah Public Notice Website</a> and video feed is available on You Tube at <a href="https://www.youtube.com/results?search_query=utaride">https://www.youtube.com/results?search_query=utaride</a>
<b>ATTACHMENTS:</b>	1) 2020-05-06_BOT_Minutes_unapproved



**Minutes of the Meeting  
of the  
Board of Trustees of the Utah Transit Authority (UTA)  
held remotely via phone or video conference  
and broadcast live for the public via YouTube  
May 6, 2020**

**Board Members Participating:**

Carlton Christensen, Chair  
Beth Holbrook  
Kent Millington

Also participating were members of UTA staff.

**Call to Order and Opening Remarks.** Chair Christensen welcomed attendees and called the meeting to order at 9:00 a.m.

**Public Comment.** It was noted that no online comment was received for the meeting.

**Safety First Minute.** Sheldon Shaw, UTA Director of Safety & Security, provided a brief safety message.

**Consent Agenda.** The consent agenda was comprised of:

- a. Approval of April 29, 2020 Board Meeting Minutes

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

**Agency Report.**

**Ridership Update.** Carolyn Gonot, UTA Executive Director, was joined by Eddy Cumins, UTA Chief Operating Officer, and Lorin Simpson, UTA Regional General Manager – Salt Lake Business Unit. Mr. Cumins summarized service modifications made in response to the COVID-19 pandemic. He provided a ridership update for fixed route bus, TRAX, FrontRunner, and paratransit, and spoke about measures being implemented to protect

operators. Mr. Cumins was followed by Mr. Simpson, who addressed pandemic recovery strategies.

Discussion ensued. Questions on retaining the confidence of employees and riders, feedback from riders regarding the recently installed sneeze shields on buses, and depth of customer and employee surveys were posed by the board and answered by staff.

Ms. Gonot mentioned the agency will be distributing masks to riders tomorrow, May 7, 2020, at key locations.

**Financial Report – March 2020.** Bob Biles, UTA Chief Financial Officer, reviewed the March 2020 financial dashboard, sales tax collections, cumulative revenue loss and Coronavirus Aid, Relief, and Economic Security Act (CARES) drawdown, expense variance by mode, expense variance by chief officer, and expense variance by type. Discussion ensued. Questions on use of reserves, identification of CARES items in the accounting system, and potential adjustments to ed pass contracts due to lower than anticipated ridership were posed by the board and answered by Mr. Biles.

#### **Resolutions.**

**R2020-05-01 Resolution Authorizing the Request of Emergency Funding Reimbursement for Coronavirus Aid Relief Through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.** Mary DeLoretto, UTA Chief Service Development Officer, explained the resolution, which authorizes UTA to request emergency funds through FEMA.

A motion to approve R2020-05-01 was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously, with aye votes from Trustee Holbrook, Trustee Millington, and Chair Christensen.

Ms. Gonot committed to providing an update of FEMA reimbursements as part of the monthly financial report.

#### **Contracts, Disbursements, and Grants.**

**Change Order: Actuarial Services (Milliman).** Trustee Millington described the change order, which extends the contract with Milliman through October 2020. He noted this will be the last extension on the contract and the agency will be issuing a request for

proposal for these services this coming fall. Discussion ensued. A question on the start date of the new contract was posed by the board and answered by Trustee Millington.

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

**Change Orders Related to Employer Health Insurance Agreements:**

- **Change Order: Employer Health Insurance Agreement – Administrative Employees (Public Employers Health Plan)**
- **Change Order: Employer Health Insurance Agreement – Bargaining Employees (Public Employers Health Plan)**
- **Change Order: Employer Health Insurance Agreement – Administrative Employees (SelectHealth)**
- **Change Order: Employer Health Insurance Agreement – Bargaining Employees (SelectHealth)**

Kim Ulibarri, UTA Chief People Officer, explained the change orders, which renew the contracts with the Public Employers Health Plan and SelectHealth for medical insurance for administrative and bargaining employees for the 2020 benefit plan year. Discussion ensued. Questions on considering a high-deductible plan option, term of medical insurance contracts, and employee network utilization were posed by the board and answered by Ms. Ulibarri.

A motion to approve the four employer health insurance agreement change orders was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously.

**Real Estate Contract: Disposition of Real Property for Porter Rockwell Bridge Project – Parcels 215:B, 215:C, and 215:E (Utah Department of Transportation).** Paul Drake, UTA Director of Real Estate & Transit-Oriented Development, outlined the contract, which sells three parcels at 15702 South Pony Express Road in Bluffdale to the Utah Department of Transportation as part of the Porter Rockwell Boulevard project. The project includes building a bridge over the FrontRunner tracks at the site. The total purchase price is \$457,300. Discussion ensued. Questions on width of the bridge

included in the project, seismic specifications for the bridge, and fee structure of the disposition were posed by the board and answered by Mr. Drake.

The board expressed concern about the bridge construction limiting the ability of the agency to double track sections of FrontRunner in the area in the future. Mr. Drake assured the board the disposition documents allow UTA to construct double track at the site. The board again reiterated their concern and made it clear to staff that the property disposition should in no way limit UTA's options for future construction at the site.

A motion to declare the property as surplus, approve disposition of the property, and authorize the executive director to execute the real estate contract and related documents was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

#### **Service and Fare Approvals.**

**Fare Approval: Ogden Twilight Concert Series Tickets for Transit Agreement (Ogden City).** Monica Morton, UTA Fares Director, summarized the fare arrangement, which allows concert ticket holders to use their event ticket to ride UTA services to the event. The agreement is priced at a flat rate of \$23,405 and covers 10 shows between July and September of 2020. Discussion ensued. Questions regarding the timespan for the concerts and how the concerts and agreement would be affected by COVID-19 restrictions were posed by the board and answered by Ms. Morton.

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

**Fare Approval: Salt Lake Twilight Concert Series Tickets for Transit Agreement (S&S Presents).** Ms. Morton described the fare arrangement, which allows concert ticket holders to use their event ticket to ride UTA services to the event. The agreement is priced at a flat rate of \$7,185 for 5 shows in 2020. Discussion ensued. A question on the inclusion of FrontRunner service in the fare was posed by the board and answered by Ms. Morton.

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

## Discussion Items.

**Rocky Mountain Power Memorandum of Understanding (MOU).** Ms. DeLoretto was joined by Hal Johnson, UTA Manager of Project Development & Systems Planning. Mr. Johnson shared the MOU vision and summarized partnership opportunities between Rocky Mountain Power and UTA in areas such as energy efficiency, electric vehicles, electrical infrastructure, grid resilience, and research and grants.

Discussion ensued. A question on UTA's relationship with municipal power providers was posed by the board and answered by staff.

Trustee Holbrook suggested forming similar partnerships with municipal power providers.

**Proposed 2020 Budget Amendment Number 2.** Mr. Biles outlined proposed operating budget changes that include increasing other revenues and paratransit expense by \$250,000, reallocating \$22,000 in funds from contingency to facilities for park-and-ride maintenance costs, and transferring \$638,000 in operating contingency to capital contingency. He then explained proposed capital budget changes as follows:

<b>2020 Budget After Amendment #1</b>	<b>\$196,034,000</b>
2019 Capital Carryforward Projects	49,398,300
Project Reductions	(36,196,800)
FrontRunner & Light Rail SOGR Projects	4,250,000
New Projects	9,086,900
Reallocations	<u>638,000</u>
<b>2020 Budget After Proposed Amendment #2</b>	<b><u>\$223,210,400</u></b>

Mr. Biles concluded by providing more detailed information on the capital revenue and expense budgets.

Mr. Biles noted a few errors on his presentation slides. Chair Christensen requested the errors be corrected before the presentation is posted for public access.

## Other Business.

**Next Meeting.** The next meeting of the board will be on Wednesday, May 20, 2020 at 9:00 a.m.

**Adjournment.** The meeting was adjourned at 10:29 a.m. by motion.

Transcribed by Cathie Griffiths  
Executive Assistant to the Board Chair  
Utah Transit Authority  
[cgriffiths@rideuta.com](mailto:cgriffiths@rideuta.com)  
801.237.1945

*This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://secure.utah.gov/pmn/sitemap/notice/602539.html> for entire content.*

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

UNAPPROVED



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Kim S. Ulibarri, Chief People Officer  
**PRESENTER(S):** Kim S. Ulibarri, Chief People Officer

**BOARD MEETING DATE:** May 20, 2020

<b>SUBJECT:</b>	<b>UTA Policy 6.2.1 - Use of Electronic Devices While Driving</b>
<b>AGENDA ITEM TYPE:</b>	<b>Consent</b>
<b>RECOMMENDATION:</b>	Adopt the attached UTA policy 6.2.1 Use of electronic devices while driving.
<b>BACKGROUND:</b>	UTA has addressed the use of electronic devices while driving through three different SOPs with varying standards, definitions and corrective measures. A single UTA policy sets a clear expectation for all employees.
<b>DISCUSSION:</b>	<p>The UTA policy on the Use of Electronic Devices While Driving includes the following key goals:</p> <ul style="list-style-type: none"><li>• UTA preserves and documents a well-established and known performance expectation – the use of electronic devices while driving is a serious offense, and likely terminable. UTA is a transit agency, should follow the law and set the example for the community.</li><li>• UTA establishes that termination for employees using electronic devices while driving is a near certainty yet allows for an objective investigation and consideration of any mitigating circumstances.</li><li>• UTA adopts an enforceable, reasonable, clear policy generally prohibiting the use of electronic devices while operating UTA vehicles.</li></ul>
<b>ALTERNATIVES:</b>	UTA continues to address this important employee expectation with three SOPs, with different standards, definitions and corrective measures.
<b>FISCAL IMPACT:</b>	There is no fiscal impact with the policy.
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"><li>• UTA Policy 6.2.1 – Use of Electronic Devices While Driving</li></ul>

# UTAH TRANSIT AUTHORITY POLICY

## No. 6.2.1

### USE OF ELECTRONIC DEVICES WHILE DRIVING

- I. Purpose. To promote the safety of Employees and the public and the responsible use of UTA vehicles.

#### II. Definitions.

- A. “Electronic Device” means cellular phones, smart phones, smart watches, tablets, and any other device on which one can text, make phone calls, and or access the internet. Excluded from this definition are communication and navigation devices specifically authorized by the appropriate UTA Chief Executive, including radios, tablets used for route navigation, and GPS devices.
- B. “Vehicle” means any vehicle owned or leased by UTA for revenue or non-revenue purposes, including car-sharing programs.

#### III. Policy.

- A. Employees and Contract Employees will operate UTA-owned vehicles (including UTA cars, vans and trucks) in a safe and courteous manner in compliance with all applicable laws including, but not limited to the following:
- B. Use of Electronic Devices while operating a Vehicle. Employees and Contract Employees may only use Electronic Devices that are voice-activated or connected to hands free devices while operating UTA vehicles. Employees may not handle Electronic Devices, or text, message, email, dial a phone number, make a phone call, access the internet, view or enter a data message, send an instant message, send or read email while operating a UTA Vehicle. Except for voice-activated or hands-free use, an employee must pull over and stop at a safe location before using an Electronic Device.
- C. Exceptions from Electronic Device Prohibition. This prohibition does not apply to
1. Transit Police Officers acting in the scope of their work;
  2. Communication systems that are physically or electronically integrated into support vehicles;
  3. A medical emergency;
  4. Reporting criminal activity or requesting assistance relating to a criminal activity; or
  5. Reporting a safety hazard to authorities or requesting assistance relating to a safety hazard.

- D. Penalties for using an Electronic Device while operating a UTA Vehicle. UTA is committed to providing a safe and reliable transportation service and is dedicated to ensuring the safety of employees, riders and the general public. Violating this policy is considered a serious, terminable work infraction.

IV. Cross-References. Corporate SOP 4.3.1 – Employee and Public Safety

This UTA Policy was reviewed by UTA’s Chief Officers on April 29, 2020, by the Board of Trustees on \_\_\_\_\_ and approved by the Executive Director on this \_\_\_\_ day of \_\_\_\_\_. This policy takes effect on the latter date.

\_\_\_\_\_  
 Carolyn Gonot  
 Executive Director

Approved as to form:

\_\_\_\_\_  
 Counsel for the Authority

Revision History		Owner
Rescind Corporate SOP - 2.1.4 Use of Support Vehicles	5/17/16 7/1/14 1/28/14	Chief People Officer
Rescind Corporate SOP – Cell Phones Use in UTA Maintenance Areas	12/22/14	Chief People Officer
Rescind Corporate SOP – Cell Phones Operations	11/25/13	Chief People Officer



# MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** May 20, 2020

<b>SUBJECT:</b>	<b>Agency Report</b>
<b>AGENDA ITEM TYPE:</b>	<b>Report</b>
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>DISCUSSION:</b>	<p>Carolyn Gonot, UTA Executive Director will report on recent activities of the agency and other items of interest.</p> <ul style="list-style-type: none"><li>- Budget Amendment #2 Addition - Capital Planning &amp; Environmental Funding</li><li>- UTA Recovery Guidelines</li></ul>



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Bob Biles, Chief Financial Officer  
**PRESENTER(S):** Bob Biles, Chief Financial Officer

**BOARD MEETING DATE:** May 20, 2020

<b>SUBJECT:</b>	<b>Resolution R2020-05-02 Establishing a Debt Reduction Reserve Fund</b>
<b>AGENDA ITEM TYPE:</b>	<b>Resolution</b>
<b>RECOMMENDATION:</b>	Approve resolution R2020-05-02 establishing a Debt Reduction Reserve Fund
<b>BACKGROUND:</b>	<p>In 2012, the Board of Trustees established a policy to capture annual cash savings from bond refundings and place those funds into a Debt Service Reserve and Rate Stabilization Fund with the primary use being early debt retirement in 2022.</p> <p>In June 2019 under resolution R2019-06-01, the Board of Trustees adopted a new financial management policy (Board Policy 2.1) which established four specific reserves and rescinded all former Board policies. Those reserves authorized in 2019 are the General Operating, Service Stabilization, Bond, and Capital Replacement. Under the financial management policy, the Board may also choose to establish other reserves. At that time, the Chief Financial Officer reported that accumulated bond refunding savings were being maintained in a separate account.</p> <p>In November 2019 and March 2020, the current Board of Trustees approved additional bond refundings which refunded all of the bonds slated for retirement in 2022.</p> <p>In light of these refunding successes, at its meeting of April 29, 2020, the Board of Trustees approved the reallocation of \$53.5 million from the bond refunding savings to the General Operating Reserve, increasing the current fund balance from 12% to 18% of operating expense, and Capital Replacement Reserves, bringing it up to the policy level of 1% of capital assets. These actions reduced the bond refunding savings account to \$30 million.</p>
<b>DISCUSSION:</b>	<p>The resolution provides for the formal establishment of the Debt Reduction Reserve setting the initial reserve amount at \$30,000,000.</p> <p>The resolution includes the following provisions:</p> <ul style="list-style-type: none"><li>• Additional funding into the reserve may be included in the annual budget.</li></ul>

	<ul style="list-style-type: none"><li>• The primary purpose of the reserve is to retire outstanding bonds but, with advance notice to the Board of Trustees, it may be used to supplement the General Operating Reserves.</li><li>• Upon the use of the reserve for any purpose besides debt reduction, the Chief Financial Officer will present a plan to the Board of Trustees for the full reimbursement of the reserve within 60 months after first use and begin to restore reserves used no later than 24 months after the first use.</li></ul>
<b>ALTERNATIVES:</b>	None
<b>FISCAL IMPACT:</b>	None
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"><li>• Resolution 2020-05-02 – Establishing a Debt Reduction Reserve Fund</li></ul>

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY ESTABLISHING A DEBT REDUCTION RESERVE FUND**

R2020-05-02

May 20, 2020

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

WHEREAS, in June 2019, the Board of Trustees (the "Board") of the Authority adopted Board Policy 2.1 (the "Policy"), establishing the financial policy of the Authority; and

WHEREAS, the Policy established four reserve funds for the Authority: the General Operating Reserve, the Service Stabilization Reserve, the Bond Reserve, and the Capital Replacement Reserve; and

WHEREAS, following adoption of the Policy, the Board requested that the Executive Director and Chief Financial Officer return to future meetings of the Board in 2020 to discuss further the reserves policy; and

WHEREAS, at an April 8, 2020, regular meeting of the Board of the Authority, the Chief Financial Officer provided an update on recent events which supported a change to certain reserve accounts, including the establishment of a Debt Reduction reserve with a balance of \$30 million; and

WHEREAS, the Board desires to establish a fifth reserve, the Debt Reduction reserve.

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

1. That the Board hereby authorizes the Chief Financial Officer of the Authority to create and fund a Debt Reduction Reserve at \$30,000,000.
2. That additional funding for the Debt Reduction Reserve may be included in the annual budget.
3. That the primary purpose of the Debt Reduction Reserve will be to retire outstanding bonds but, with advance notice to the Board of Trustees, it may be used to supplement the General Operating reserves.
4. Upon the use of the Debt Reduction Reserve for any purpose besides debt reduction, the Chief Financial Officer will present a plan to the Board of Trustees for the full reimbursement of the Debt Reduction Reserve within 60 months after

the first use and begin to restore reserves used no later than 24 months after the first use.

5. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director, Chief Financial Officer, other staff and legal counsel, that are necessary or appropriate to enact this Resolution.
6. That this Resolution remain in force and effect until rescinded, amended, or superseded by further action of the Board.

Approved and adopted this 20<sup>th</sup> day of May 2020.

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

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Legal Counsel



## MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** May 20, 2020

<b>SUBJECT:</b>	<b>R2020-05-03 Resolution Approving the Execution of an Interlocal Cooperation Agreement with the Utah Department of Transportation and Lehi City for a Pedestrian Bridge Over SR-92</b>
<b>AGENDA ITEM TYPE:</b>	<b>Resolution</b>
<b>RECOMMENDATION:</b>	Approve Resolution R2020-05-03 authorizing execution of an Interlocal Cooperation Agreement (ILA) with the Utah Department of Transportation (UDOT) and Lehi City for a Pedestrian Bridge Over SR-92.
<b>BACKGROUND:</b>	This Interlocal Cooperation Agreement between UTA, UDOT, and Lehi is to define roles and responsibilities for construction and maintenance of the new Pedestrian Overpass Bridge over SR-92 that is part of the TIGER First/Last Mile Program of Projects.
<b>DISCUSSION:</b>	UTA and Lehi City entered into a Stakeholder Agreement for design and construction of the Pedestrian Bridge over SR-92 as part of the TIGER First/Last Mile Program of Projects on March 30, 2018. As specified in the Stakeholder Agreement, UTA will construct the Pedestrian Bridge over SR-92 and after construction, UTA will transfer by Bill of Sale, the ownership and maintenance of the Pedestrian Bridge to Lehi City. The Pedestrian Bridge will be constructed on UTA Property and over the portion of SR-92 which is licensed to UDOT to be within UTA Property. This ILA defines roles and responsibilities for construction and maintenance of the new Pedestrian Overpass between UTA, UDOT, and Lehi City.
<b>ALTERNATIVES:</b>	The existing Stakeholder Agreement between UTA and Lehi City makes Lehi City responsible for ownership and maintenance of the Pedestrian Bridge over SR-92 following construction completion. This ILA further defines UTA and Lehi City's roles and responsibilities and includes UDOT as they own and maintain SR-92, which the Pedestrian Bridge crosses over.
<b>FISCAL IMPACT:</b>	There is no impact to the TIGER First/Last Mile Project Budget.
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"><li>Resolution R2020-05-03 Approving the Execution of an ILA with The Utah Department of Transportation and Lehi City for a Pedestrian Bridge Over SR-92 (with exhibits).</li></ul>

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH  
TRANSIT AUTHORITY APPROVING THE EXECUTION OF AN  
INTERLOCAL COOPERATION AGREEMENT WITH THE UTAH  
DEPARTMENT OF TRANSPORTATION AND LEHI CITY  
FOR A PEDESTRIAN BRIDGE OVER SR-92**

R2020-05-03

May 20, 2020

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

WHEREAS, the Utah Department of Transportation (“UDOT”) and Lehi City (“Lehi”) and the Authority are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE § 11-13- 101 *et seq.* (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS UTA and Lehi previously entered into a Stakeholder Agreement for design and construction of a Pedestrian Bridge over SR-92 on March 30, 2018, and

WHEREAS, under that original Stakeholder Agreement, Lehi City was responsible for the ownership and maintenance of the pedestrian bridge over SR-92 following completion of construction; and

WHEREAS, the Authority, UDOT, and Lehi wish to enter into a new Interlocal Cooperation Agreement defining the roles and responsibilities for construction and maintenance of the new pedestrian overpass bridge over SR-92; and

WHEREAS, under the new Interlocal Cooperation Agreement, UDOT is included as a party, and the roles and responsibilities of each of the parties is further defined.

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

1. That the Board hereby approves the Interlocal Cooperation Agreement with UDOT and Lehi, as set forth in Exhibit A.
2. That the Board authorizes the Executive Director and her designee(s) to execute the Interlocal Cooperation Agreement with UDOT and Lehi 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, staff, and counsel to prepare the Interlocal Cooperation Agreement with UDOT and Lehi.
4. That the corporate seal be attached hereto.

Approved and adopted this 20th day of May 2020.

---

Carlton Christensen, Chair  
Board of Trustees

ATTEST:

---

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

---

Legal Counsel

Exhibit A  
(Interlocal Cooperation Agreement)

**COOPERATIVE AGREEMENT  
AMONG  
THE UTAH DEPARTMENT OF TRANSPORTATION, UTAH TRANSIT AUTHORITY,  
AND  
LEHI CITY  
FOR A  
PEDESTRIAN BRIDGE OVER  
SR-92**

This **COOPERATIVE AGREEMENT** is made by and between the **UTAH DEPARTMENT OF TRANSPORTATION (“UDOT”)**, an agency of the State of Utah, **UTAH TRANSIT AUTHORITY (“UTA”)**, a large public transit district, and **LEHI CITY (“CITY”)**, a political subdivision of the State of Utah.

**RECITALS**

**WHEREAS**, UDOT and UTA entered into Amendment No. 3-LRT-2 to Cooperative Agreement SR-92/Railroad Bridge on August 31, 2010 (“2010 Agreement”) relating to UDOT’s widening of SR-92 and preservation of UTA’s railroad corridor rights and right of way; and

**WHEREAS**, UDOT and UTA entered into an Agency License Agreement on November 3, 2016 (“2016 Agreement”) regarding the construction of an existing at grade roadway crossing at SR-92, marker #117 of UTA’s Provo Industrial Lead Line; and

**WHEREAS**, UTA owns the right-of-way across SR-92 (“ROW”), in Lehi City, Utah County, Utah, a portion of which is licensed to UDOT pursuant to the 2016 Agreement as shown and described in attached Exhibit “A”, upon which a pedestrian bridge and ramps will be built (“Pedestrian Bridge”); and

**WHEREAS**, UTA and City entered into a Stakeholder Agreement dated March 30, 2018, UTA Contract #18-2656BM, (“Stakeholder Agreement”) for the construction of the Pedestrian Bridge over SR-92; and

**WHEREAS**, in the Stakeholder Agreement, UTA will construct the Pedestrian Bridge over SR-92. After the construction of the bridge, UTA will transfer by bill of sale the Pedestrian Bridge to the City. The final transfer of the bridge will be subject to approval by the Federal Transit Administration (“FTA”); and

**WHEREAS**, after the transfer, the City will be obligated to maintain and repair the Pedestrian Bridge at its expense; and

**WHEREAS**, UDOT is willing to permit the construction, installation, use, operation, repair, and maintenance of the Pedestrian Bridge within UTA’s ROW; and UTA is willing to permit the City to use, operate, repair and maintain the Pedestrian Bridge within its ROW in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, this Cooperative Agreement is made to set forth the terms and conditions for the construction and maintenance of the Pedestrian Bridge.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, and the mutual benefits to the parties to be derived therefrom, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, UDOT, UTA, and City agree as follows:

1. UDOT has reviewed and approved the Pedestrian Bridge plans (“Plans”), attached hereto as Exhibit “B”. The Pedestrian Bridge shall be constructed in accordance with current UDOT’s standards and specifications. The construction and installation of the Pedestrian Bridge shall be strictly performed in accordance with the Plans. UTA and City, or their respective contractor(s), shall obtain traffic control permits from UDOT Region 3 or the I-15 Tech Corridor Project for work performed in ROW.
2. UDOT shall have the right to review and approve of any amendments, supplements or modifications to the Plans and, further, any other plans and specifications for any improvements, modifications, alterations, or changes to the Pedestrian Bridge with the understanding that UDOT’s first priorities shall be the functioning and safety of the ROW, review and/or approval shall not be unreasonably withheld, conditioned or delayed. If UDOT objects to any such plans and specifications or proposes a modification, any such concerns shall be in writing and in reasonable detail, after which UDOT and UTA shall promptly meet and attempt to resolve any objections submitted by UDOT, and UTA shall not commence construction of any portion of the Pedestrian Bridge until all such objections have been resolved. UDOT has the right to monitor the construction and maintenance of the Pedestrian Bridge. UTA shall timely notify UDOT when construction is occurring for the Pedestrian Bridge.
3. Until the transfer of Pedestrian Bridge to the City occurs, UTA shall be responsible for the ongoing maintenance, repair, and inspection of the Pedestrian Bridge in accordance with the current UDOT standards and specifications and this Agreement. Once the transfer occurs, the City shall be responsible for the maintenance and repair of the Pedestrian Bridge with good construction practices and in a good and workmanlike manner in accordance with UDOT standards and specifications as required in this Agreement. The City shall promptly repair any damage to the Pedestrian Bridge unless the damage is caused by UDOT. UTA shall notify UDOT in writing when the transfer of the Pedestrian Bridge occurs. Any repair, reconstruction, modification, or addition to the Pedestrian Bridge outside the approved plans will require UDOT’s review and written approval of the work. For repairs, reconstruction, modification, or addition to the Pedestrian Bridge, plans and specifications conforming to standard UDOT practice must be submitted to UDOT prior to the work being performed. If UDOT objects to the submitted plans and specifications or proposes a modification, the City shall address the concerns in writing with reasonable detail. UDOT and City shall meet to resolve any objections submitted by UDOT, and the City shall not commence any portion of the proposed repairs, modifications, or additions until all such objections have been resolved.

Any work performed across SR-92 will require a permit from UDOT in compliance with Utah Code Admin. R930-6 and Paragraph 9 of the 2016 Agreement. Except on a temporary basis and with the advanced written consent of UDOT through the permitting process in compliance with UDOT’s rules, equipment used in connection with the repair, modification or addition of the Pedestrian Bridge shall not be allowed within the ROW or hinder the free flow of traffic on SR-92. The City will only access the Pedestrian Bridge from the ramps. The City will not access the Pedestrian Bridge within the no-access (limited access) SR-92 right-of-way lines.

4. If UDOT determines that the City has failed to maintain and repair the Pedestrian Bridge as required by this Agreement, UDOT shall provide to the City written notice of such failure, in which event City shall have sixty (60) days in which to undertake and complete such repairs (or, in the event that more than sixty (60) days are required to complete such repairs, City shall commence such repairs within such sixty (60) day period and, then, diligently prosecute the same to completion), except for conditions that affect the safety and operation of the ROW. For the conditions that affect the safety and operation of the ROW, the City shall soon as practicable repair the Pedestrian Bridge. If the City fails to complete such repairs in accordance with the provisions of this paragraph, UDOT shall have the right, at its option, to (a) upon thirty (30) days advance, written notice to the City and, unless, within such thirty (30) day period, the City completes any such repairs, terminate this Agreement, or (b) cause the maintenance or repair work specified in such notice to be commenced and completed and, in any such

event, the City shall reimburse UDOT for the total cost to undertake the repair work within thirty (30) days after receipt of written notice, together with reasonably satisfactory evidentiary documentation of the costs and expenses incurred by UDOT in the performance of any such repair work.

5. UDOT will perform the Pedestrian Bridge inspections. The City shall pay for all costs associated with the bridge inspection, including, but not limited to, traffic control, railroad flagging, right of entry, and all other costs related to gaining access to the Pedestrian Bridge from the ground. The City shall address any findings that require repairs, modification, or maintenance in a timely manner for the continued safe operation of the Pedestrian Bridge. If the City fails to address any finding within a reasonable time depending upon safety concerns, UDOT has the option but not the obligation to perform the required work. The City shall pay UDOT's invoice within 30 days from the date of the invoice to reimburse UDOT's costs for performing any work on the Pedestrian Bridge.
6. UTA and the City shall abide by any and all applicable ordinances, laws, rules and regulations, and the requirements of any governmental authorities having jurisdiction over the ROW, including all applicable state and federal laws, rules and regulations pertaining to safety and traffic control, including, particularly, but not limited to, the Manual of Uniform Traffic Control Devices in the construction, maintenance and repair work of the Pedestrian Bridge.
7. Except as otherwise specified in the UDOT approved plans and specifications or as otherwise approved by UDOT, no graffiti, advertising, subdivision names, street addresses, banners, or flags, subject to and in accordance with Utah Code Section 72-7-104, shall be located or allowed on the Pedestrian Bridge. The City will remove any such advertising, as well as any graffiti, on the Pedestrian Bridge within 10 days following notification from UDOT. Except as otherwise specified in the Plans and specifications or otherwise approved by UDOT, the City is prohibited from performing any landscaping within the ROW.
8. Access to the Pedestrian Bridge shall be permitted only from non-UDOT owned property located near, adjacent or contiguous to the ROW, but not from the ROW. Any existing UDOT fencing shall not be removed or relocated and no gates or openings shall be created unless specified in the plans and specifications or otherwise approved by UDOT in writing.
9. UTA and the City shall be responsible, cost or otherwise, for any utilities necessary for, or affected by, the Pedestrian Bridge, including, as and to the extent necessary and with the understanding that UTA and City will endeavor to avoid any such utilities and, to the extent reasonably practicable, relocation of any such utilities. UTA and the City acknowledge and agree neither this Agreement nor any work for the Pedestrian Bridge, except as otherwise agreed by any applicable governmental authorities and UDOT, shall affect any existing utilities or the rights of UDOT, any governmental authorities or utility providers to use, repair or inspect any such utilities.
10. In the event that UDOT reasonably determines that the Pedestrian Bridge becomes a safety or security hazard, UDOT shall provide written notice to the City and, unless UDOT and the City, within 180 days following any such notice, agree how any such hazard can be remediated and, then, within 180 days (or as soon as reasonably practicable) thereafter, the City, at its sole cost and expense, shall take or cause to be taken such actions as may be necessary to remediate any such hazard, UDOT shall have the right and option, upon thirty (30) days' notice to the City, unless any such hazard shall be remediated within any such thirty (30) day period, to terminate this Agreement and, in that connection, require that City, at its sole cost and expense, remove the Pedestrian Bridge, subject to any governmental requirements, within 180 days following any such termination notice.
11. In the event a UDOT transportation project occurs in or along the ROW and affects the Pedestrian Bridge, the City, at its sole cost and expense, shall take or cause to be taken such actions as may be necessary to remove, alter, modify or otherwise improve the Pedestrian Bridge so that it

accommodates, and does not interfere with, any such project in or along the ROW. UDOT is not abandoning any rights conferred by the 2016 License Agreement or interests in the ROW for transportation purposes as defined in Utah Code Section 72-5-102.

12. The parties shall defend, protect, indemnify and hold harmless the other parties, and their directors, officers, agents and contractors, from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the responsible entity's performance, or failure to perform, the maintenance and repair of the Pedestrian Bridge obligations set forth in this Agreement..

The City shall obtain and keep in force a policy of liability insurance in the amount of \$2,000,000 or have self-insurance coverage sufficient enough to meet its obligations consistent with applicable law.

13. The indemnification and other agreements, obligations and liabilities set forth in and/or arising under the terms and conditions of this Agreement shall survive the expiration or earlier termination of this Agreement.
14. UDOT, UTA, and City are governmental entities under the Governmental Immunity Act, Section 63G-7-101 *et seq.* 1953 of the Utah Code (as amended) (the "Governmental Immunity Act"). Notwithstanding any provision to the contrary in this Agreement, (i) the obligations of any party to indemnify, defend and/or hold harmless in this Agreement are limited to the dollar amounts set forth in the Governmental Immunity Act and are further limited only to the claims that arise from the negligent acts or omissions of such party, and (ii) nothing in this Agreement shall be construed to be a waiver of either party of any defenses or limits of liability available under the Government Immunity Act.
15. This Agreement not assignable. Except as expressly set forth, this Agreement does not otherwise create any rights in any third party.
16. The failure of any party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein.
17. Invalidation of any one of the covenants or restrictions set forth in this Agreement by judgment or court order shall in no way affect all other provisions, which shall remain in full force and effect. The captions that precede the paragraphs of this Agreement, if any, are for convenience only and shall not be deemed to be part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
18. This Agreement may be executed in counterparts, all of which taken together shall constitute one agreement, binding upon and inuring to the benefit of the parties hereof and their successors and assigns, notwithstanding all the parties are not signatories to the original or the same counterpart. All recitals and exhibits referred to herein and attached hereto are incorporated herein by this reference.
19. This Agreement, the 2010 Agreement, the 2016 Agreement and the Stakeholder Agreement contain the entire agreement by and among the parties with respect to the matters addressed herein. Any amendment, modification or supplement hereto, such as the forthcoming license agreement between the City and UTA, shall take effect only upon the full and complete execution of such amendment, modification or supplement by the parties.

20. All communications, consents, approvals, and other notices provided for in this Agreement shall be sent to:

The Utah Department of Transportation  
Attention: Region 3 Right of Way Manager  
658 North 1500 West  
Orem, Utah 84057  
[davila@utah.gov](mailto:davila@utah.gov)  
801-227-8021

Utah Transit Authority  
Attention: Property Management  
669 West 200 South  
Salt Lake City, Utah 84101

Lehi City

21. This Agreement does not create any type of agency relationship, joint venture, or partnership between UDOT, UTA and Lehi City.
22. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude exercise of any other provisions hereof.

*[signature pages follow]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by and through their respective duly-authorized representatives. The date of this Agreement is the date this Agreement is signed by the last Party.

**UTAH DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Rob Clayton  
Region Three Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
Charles Stormont  
Right-of-Way Director  
Date: \_\_\_\_\_

**UTAH TRANSIT AUTHORITY**

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

Approved as to form:

\_\_\_\_\_  
Tim Merrill  
Assistant Attorney General

**LEHI CITY**

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

ATTEST: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Lehi City Counsel

Exhibit “A”

# Pedestrian Bridge

Over SR-92

Legend



UTA ROW, Former UPRR ROW

I-15

SR-92

**Pedestrian Bridge Project Limits:**  
South Side: 327629.065, 534245.629  
North Side: 328636.708, 533264.621  
**Pedestrian Bridge Span:**  
South Side: 327907.897, 533944.361  
North Side: 328286.871, 533626.066

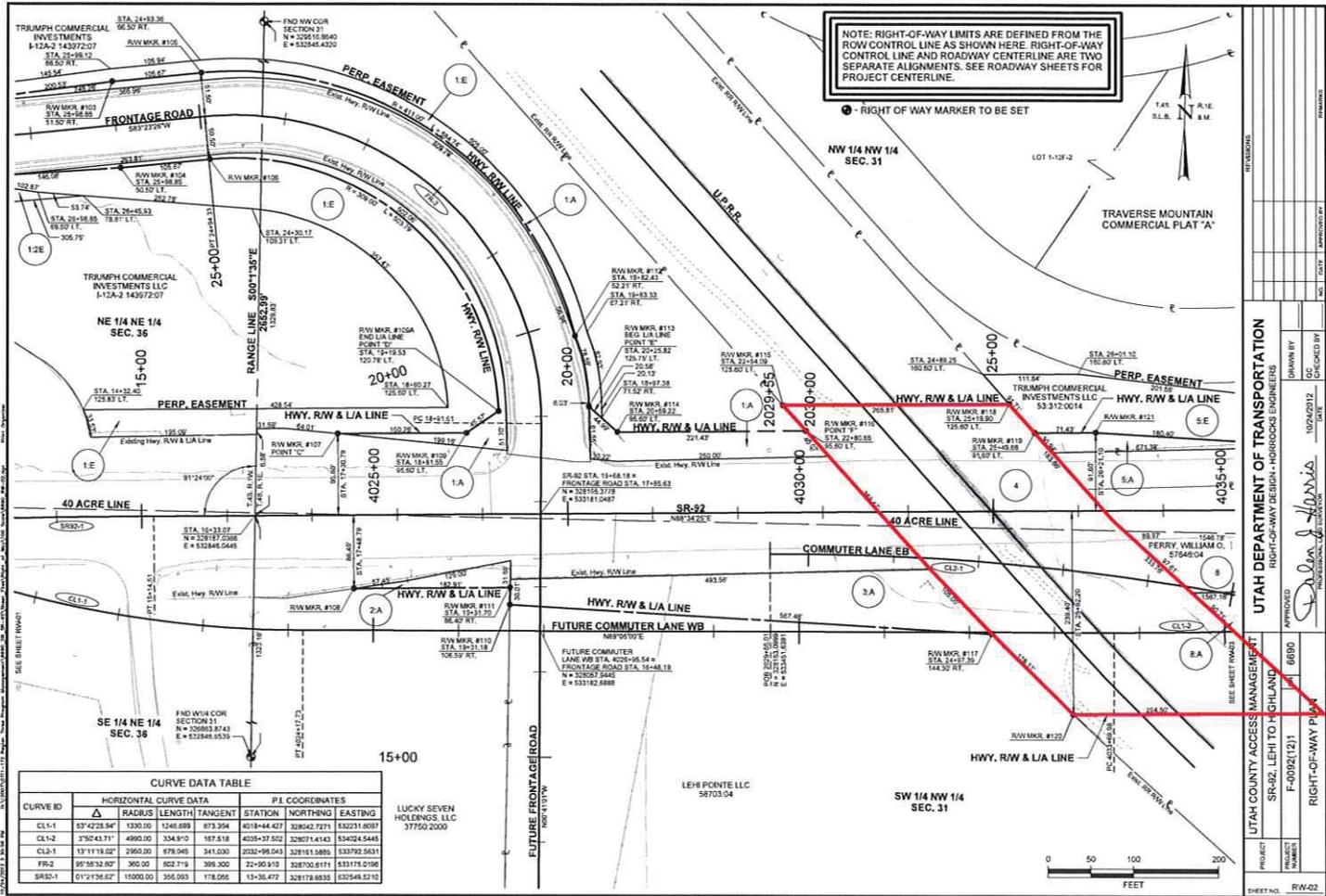
Google Earth

© 2020 Europa Technologies

© 2020 Google

2000 ft





NOTE: RIGHT-OF-WAY LIMITS ARE DEFINED FROM THE ROW CONTROL LINE AS SHOWN HERE. RIGHT-OF-WAY CENTERLINE AND ROADWAY CENTERLINE ARE TWO SEPARATE ALIGNMENTS. SEE ROADWAY SHEETS FOR PROJECT CENTERLINE.

● RIGHT OF WAY MARKER TO BE SET

CURVE DATA TABLE							
CURVE ID	HORIZONTAL CURVE DATA			P.I. COORDINATES			
	Δ	RADIUS	LENGTH	TANGENT	STATION	NORTHING	EASTING
CL-1	93°47'25.54"	1330.00	1246.699	873.354	4018+44.427	328042.721	532231.6097
CL-2	7°50'43.71"	4990.00	334.870	187.518	4059+37.502	328071.4343	534024.5449
CL-3	131°11'18.22"	2960.00	879.040	341.000	2020+66.043	329181.5890	533792.5031
FR-2	90°56'32.82"	300.00	862.719	309.300	22+90.310	328702.6171	533178.2196
SR-2	01°21'36.62"	15000.00	306.093	178.056	13+36.472	328179.8635	533948.8210

LUCKY SEVEN HOLDINGS, LLC 37750-2000

LEHI POINTE LLC 56703-04

SW 1/4 NW 1/4 SEC. 31



UTAH DEPARTMENT OF TRANSPORTATION	DESIGNED BY	10/26/2017	DATE
RIGHT-OF-WAY DESIGN - HORROCKS ENGINEERS	DRAWN BY		
APPROVED	PROJECT NUMBER	6880	RIGHT-OF-WAY PLAN
<i>[Signature]</i>	PROJECT	SR-92, LEHI TO HIGHLAND	
	PROJECT NUMBER	F-005R(12)1	
	SHEET NUMBER		
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Exhibit “B”

SHEET INDEX		
DRAWING	SHEET NO.	TITLE
CV	1 OF 1	COVER SHEET
GN-01	1 OF 2	GENERAL NOTES
GN-02	2 OF 2	GENERAL NOTES
CR-01	1 OF 1	CROSS REFERENCE
TS-01	1 OF 2	TYPICAL SECTION
TS-02	2 OF 2	TYPICAL SECTION
DT-01	1 OF 8	COLUMN PROTECTION DETAIL
DT-02	2 OF 8	WALL-A DETAIL
DT-03	3 OF 8	WALL-B DETAIL
DT-04	4 OF 8	WALL-C DETAIL
DT-05	5 OF 8	MSE WALL DETAIL
DT-06	6 OF 8	MURDOCK CANAL REALIGNMENT DETAIL
DT-07	7 OF 8	SWITCHBACK PAD GRADING DETAIL
DT-08	8 OF 8	SIGN DETAIL
MUP-01	1 OF 10	PATH
MUP-01A	2 OF 10	PATH PROFILE
MUP-02	3 OF 10	PATH
MUP-02A	4 OF 10	PATH PROFILE
MUP-02B	5 OF 10	PATH PROFILE
MUP-03	6 OF 10	PATH
MUP-03A	7 OF 10	PATH PROFILE
MUP-04	8 OF 10	PATH
MUP-04A	9 OF 10	PATH PROFILE
MUP-04B	10 OF 10	PATH PROFILE
DRDT-01	1 OF 6	DRAINAGE GENERAL NOTES
DRDT-02	2 OF 6	DRAINAGE STRUCTURE PLACEMENT/CONNECTION DETAIL
DRDT-03	3 OF 6	RIPRAP PLACEMENT DETAIL
DRDT-04	4 OF 6	DETENTION BASIN GRADING DETAIL
DRDT-05	5 OF 6	DITCH DETAILS
DRDT-06	6 OF 6	PAD TIE-IN DETAIL
DR-01	1 OF 7	DRAINAGE
DR-02	2 OF 7	DRAINAGE
DR-02A	3 OF 7	DRAINAGE PROFILE
DR-03	4 OF 7	DRAINAGE
DR-03A	5 OF 7	DRAINAGE PROFILE
DR-04	6 OF 7	DRAINAGE
DR-04A	7 OF 7	DRAINAGE PROFILE

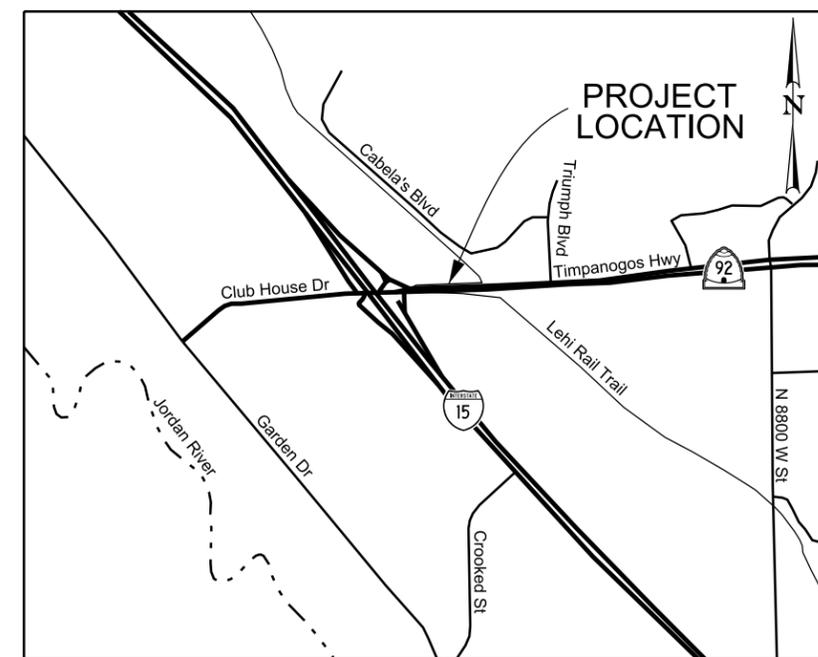
STRUCTURE SHEET INDEX		
DRAWING	SHEET NO.	TITLE
BR-01	1 OF 31	SITUATION AND LAYOUT 1 OF 2
BR-02	2 OF 31	SITUATION AND LAYOUT 2 OF 2
BR-03	3 OF 31	FOUNDATION PLAN
BR-04	4 OF 31	DRILLED SHAFT DETAILS
BR-05	5 OF 31	ABUTMENT PLAN AND ELEVATION
BR-06	6 OF 31	ABUTMENT DETAILS
BR-07	7 OF 31	WINGWALL DETAILS
BR-08	8 OF 31	BENT PLAN AND ELEVATION
BR-09	9 OF 31	BENT DETAILS
BR-10	10 OF 31	FRAMING PLAN 1 OF 2
BR-11	11 OF 31	FRAMING PLAN 2 OF 2
BR-12	12 OF 31	UBT74 GIRDER DETAILS 1 OF 2
BR-13	13 OF 31	UBT74 GIRDER DETAILS 2 OF 2
BR-14	14 OF 31	BENT BEARING PAD AND GRAFFITI PLATE DETAILS
BR-15	15 OF 31	INTERMEDIATE DIAPHRAGM DETAILS
BR-16	16 OF 31	DECK PLAN 1 OF 2
BR-17	17 OF 31	DECK PLAN 2 OF 2
BR-18	18 OF 31	DECK SECTION
BR-19	19 OF 31	ABUTMENT DIAPHRAGM DETAILS
BR-20	20 OF 31	ABUTMENT EXPANSION BEARINGS
BR-21	21 OF 31	APPROACH SLAB PLAN
BR-22	22 OF 31	APPROACH SLAB DETAILS
BR-23	23 OF 31	APPROACH SLAB DRAIN DETAILS
BR-24	24 OF 31	BENT DIAPHRAGM DETAILS 1 OF 2
BR-25	25 OF 31	BENT DIAPHRAGM DETAILS 2 OF 2
BR-26	26 OF 31	SCREED ELEVATIONS 1 OF 2
BR-27	27 OF 31	SCREED ELEVATIONS 2 OF 2
BR-28	28 OF 31	FENCING DETAILS
BR-29	29 OF 31	AESTHETIC DETAILS
BR-30	30 OF 31	REINFORCING SCHEDULE 1 OF 2
BR-31	31 OF 31	REINFORCING SCHEDULE 2 OF 2

# UTA

## UTAH TRANSIT AUTHORITY

### TIGER FIRST/LAST MILE PROGRAM

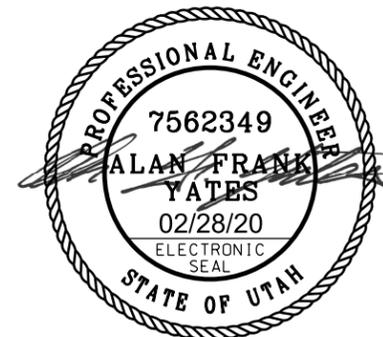
OVERPASS STRUCTURE  
SR-92 & DIGITAL DRIVE  
PROJECT: LEH\_OP\_1  
LEHI, UTAH



VICINITY MAP (NTS)



THIS SEAL APPLIES TO ALL SHEETS CONTAINING THE INSCRIBED SIGNATURE



THIS SEAL APPLIES TO ALL SHEETS CONTAINING THE INSCRIBED SIGNATURE

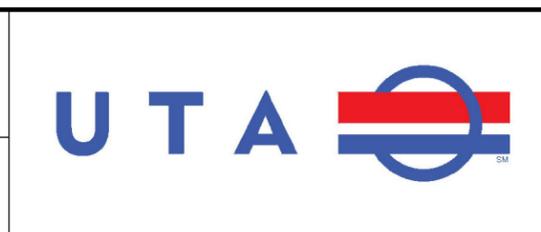
**RFC**

DATE: FEBRUARY 28 2020

03-MAR-2020 D:\CN\_Files\IP\_P\WP\0344485\LEH\_OP\_1-CV.dgn

REV	DATE	DESCRIPTION

Designed By	MSN
Drawn By	BLP
Checked By	NLB
Approved By	ALK



COVER SHEET

LEHI CITY  
LEH\_OP\_1  
PED OVERPASS STRUCTURE - UDOT STR NO. F-923  
SR-92 & DIGITAL DRIVE

CADD Filename	
LEH_OP_1-CV.dgn	
UTA Contract No.	
18-2399TP	
Drawing	Sheet No.
CV	1 OF 1



## MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** May 20, 2020

<b>SUBJECT:</b>	<b>R2020-05-04 Resolution Approving Interlocal Cooperation Agreement with Millcreek City for Provision of Additional Funds to Supplement the Existing TIGER Stakeholder Agreement</b>
<b>AGENDA ITEM TYPE:</b>	<b>Resolution</b>
<b>RECOMMENDATION:</b>	Approve Resolution R2020-05-04 authorizing execution of an Interlocal Cooperation Agreement (ILA) with Millcreek City comprising the initial Stakeholder Agreement, Supplement No. 1, and Supplement No. 2. Supplement No. 2 provides additional funds for the Millcreek Sidewalk and Bike Lane Projects as part of the TIGER First/Last Mile Program.
<b>BACKGROUND:</b>	TIGER Stakeholder Agreement and Supplement No. 1 between UTA and Millcreek City (Stakeholder Agreement 18-2657BM) were executed on March 30, 2018 between UTA and Millcreek for the Millcreek Sidewalk Project as part of the TIGER First/Last Mile Program. This Supplement No. 2 is to add scope for the Millcreek Bike Lanes Project and to increase the budget of the City Sidewalk and Bike Lane Projects by \$219,213, to be funded by Millcreek.
<b>DISCUSSION:</b>	The additional funding is required for construction of the Millcreek City Projects under the TIGER First/Last Mile Grant Project. Millcreek City will pay the actual project costs incurred beyond the original budget of \$394,711 with City funding and/or additional funding provided by Salt Lake County.
<b>ALTERNATIVES:</b>	Without the additional funding, there would not be enough budget to pay for construction of the Millcreek City TIGER Grant Projects.
<b>FISCAL IMPACT:</b>	The additional local project partner funding will increase the overall TIGER Grant Project Budget by up to \$219,213.
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"><li>R2020-05-04 Approving the ILA with Millcreek City for the Provision of Additional Funds to Supplement the Existing TIGER Stakeholder Agreement (including ILA, Supplement No. 1 and Supplement No. 2)</li></ul>

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH  
TRANSIT AUTHORITY APPROVING THE EXECUTION OF AN  
INTERLOCAL COOPERATION AGREEMENT WITH MILLCREEK  
CITY FOR PROVISION OF ADDITIONAL FUNDS TO SUPPLEMENT  
THE EXISTING TIGER STAKEHOLDER AGREEMENT**

R2020-05-04

May 20, 2020

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

WHEREAS, Millcreek City (“Millcreek”) and the Authority are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE § 11-13- 101 *et seq.* (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, the Authority and Millcreek previously executed a TIGER Stakeholder Agreement (the “Agreement”), UTA Contract Number 18-2657BM on March 30, 2018 for Millcreek’s TIGER First/Last Mile Project: the Main Street-3900 South to Bike Cottonwood Creek Sidewalk Project (MIL\_SWK\_1). The Agreement contemplated execution of a Supplement outlining specific details for the City project; and

WHEREAS the Authority and Millcreek previously executed Supplement Number 1 to the Agreement on March 30, 2018, for the design and construction of the Main Street-3900 South to Bike Cottonwood Creek Sidewalk Project (MIL\_SWK\_1), and a budget for the project of \$394,711; and

WHEREAS, Millcreek and the Authority now desire to enter into an Interlocal Cooperation Agreement, the Supplement Number 2, which is attached hereto as Exhibit C, to add scope for the Main Street-3900 South to Bike Cottonwood Creek Bike Lanes Project (MIL\_BKL\_1) and to define the increase in the budget of the City Projects (MIL\_SWK\_1 and MIL\_BKL\_1) by \$219,213 for a total budget of \$613,924; and

WHEREAS, of the \$613,924 budgeted for this project, \$315,769 will come from TIGER Grant funds, \$78,942 from Salt Lake County CATNIP funds, \$94,213 from Millcreek City funds, and \$125,000 from potential additional Salt Lake County funds or Millcreek City funds; and

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

1. That the Board hereby approves the Interlocal Cooperation Agreement with Millcreek City, comprising of the Agreement, as set forth in Exhibit A; Supplement Number 1, as set forth in Exhibit B; and Supplement Number 2, as set forth in Exhibit C.
2. That the Board authorizes the Executive Director and her designee(s) to execute the Interlocal Cooperation Agreement (Supplement No. 2) with Millcreek in substantially the same form as attached as Exhibit C.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare the Interlocal Cooperation Agreement, comprising of the Agreement, Supplement Number 1, and Supplement Number 2.
4. That the corporate seal be attached hereto.

Approved and adopted this 20th day of May 2020.

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

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Legal Counsel

Exhibit A  
(Interlocal Cooperation Agreement)

**MILLCREEK, UTAH**  
**RESOLUTION NO. 18-07**

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER  
INTO A STAKEHOLDER AGREEMENT WITH THE UTAH TRANSIT  
AUTHORITY REGARDING A SIDEWALK PROJECT ON MAIN STREET-3900  
SOUTH TO BIG COTTONWOOD CREEK USING A FEDERAL GRANT  
KNOWN AS THE TRANSPORTATION INVESTMENT GENERATING  
ECONOMIC RECOVERY DISCRETIONARY GRANT**

**WHEREAS**, the Millcreek Council ("*Council*") met in regular meeting on February 12, 2018, to consider, among other things, a resolution authorizing and directing the Mayor to enter into stakeholder agreement with the Utah Transit Authority regarding a sidewalk project on Main Street-3900 South to Big Cottonwood Creek using a Federal grant known as the Transportation Investment Generating Economic Recovery discretionary grant; and

**WHEREAS**, City staff has presented a stakeholder agreement ("*Agreement*") between the City and the Utah Transit Authority to utilize a United State Department of Transportation grant know as the Transportation Investment Generating Economic Recovery discretionary grant for a sidewalk project on Main Street-3900 South to Big Cottonwood Creek; and

**WHEREAS**, the Council finds that approving the Agreement for a sidewalk project on Main Street-3900 South to Big Cottonwood Creek is a valid public purpose; and

**WHEREAS**, the Council has reviewed the form of the Agreement and has found the terms and conditions thereof acceptable to the City; and

**WHEREAS**, after careful consideration the Council has determined that it is in the best interest of health, safety, and welfare of the residents of the City to authorize and direct the Mayor to execute and deliver the Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and City Recorder are hereby authorized and directed to execute and deliver the Agreement in substantially the form presented to this meeting and the Mayor may make such changes to the Agreement and related documents as the Mayor deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

**PASSED AND APPROVED** by the Council this 12th day of February, 2018.



**MILLCREEK CITY COUNCIL**

Jeff Silvestrini, Mayor

**ATTEST:**

Elyse Greiner, CMC City Recorder

**Roll Call Vote:**

Silvestrini	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Marchant	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Jackson	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Catten	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Uipi	<input checked="" type="radio"/> Yes	<input type="radio"/> No

**STAKEHOLDER AGREEMENT  
MILLCREEK**

**TIGER GRANT**

<b>TIGER 2016 GRANT NO. 2018-02</b>	<b>UTA CONTRACT NO. 18-2657 BM</b>	<b>STAKEHOLDER CONTRACT NO.</b>
<b>SUMMARY OF CITY PROJECTS: MIL_SWK_1: SIDEWALK; MAIN STREET-3900 S TO BIG COTTONWOOD CR</b>		<b>PROJECT VALUE OF CITY PROJECTS \$ 394,712</b>
		<b>CITY REPRESENTATIVE: JOHN MILLER</b>

This Stakeholder Agreement ("Agreement") is entered into this 30<sup>th</sup> day of MARCH 2018 by and between the Utah Transit Authority, a public transit district ("UTA") and Millcreek ("City").

RECITALS

WHEREAS, UTA provides public transit services in all or parts of Salt Lake, Davis, Weber, Box Elder, Utah and Tooele Counties, and certain interlocal public transit within portions of Summit County;

WHEREAS, Wasatch Front Regional Council ("WFRC") and Mountainland Association of Governments ("MAG") are the Metropolitan Planning Organizations for the areas included within the UTA service district;

WHEREAS, in 2016, UTA, in cooperation with the City, WFRC, MAG, the Utah Department of Transportation ("UDOT") and approximately 30 other public entities (collectively the "Stakeholders"), submitted a grant application (the "Grant Application") to the United States Department of Transportation seeking a Transportation Investment Generating Economic Recovery ("TIGER") discretionary grant;

WHEREAS, on or about July 29, 2016, the United States Department of Transportation published notice of its intent to award UTA a TIGER discretionary grant (the "TIGER Grant") in the amount of \$20 million;

WHEREAS, the eligible scope of the TIGER Grant will be to fund a portion of the design and construction of several multimodal projects (the "TIGER Projects") that improve transportation connections to UTA's commuter rail and light rail systems;

WHEREAS, City is a project funding partner with respect to one or more of the TIGER Projects (such subset of the TIGER Projects hereinafter referred to as the "City Projects") referenced in the Grant Application;

WHEREAS, City has committed to provide or secure local matching funds for the City Projects;

WHEREAS, several other Stakeholders have committed to provide local matching funds for additional TIGER Projects and it is contemplated that UTA will execute identical agreements with such other Stakeholders;

WHEREAS, UTA has committed to provide local matching funds for additional TIGER Projects to be constructed at UTA stations;

WHEREAS, it is economically and logistically in the best interests of UTA and City (as well as the Stakeholders with respect to other TIGER Projects) for UTA to complete both the City Projects and other TIGER Projects under one set of design and construction contracts, with UTA managing the TIGER Grant funds and managing the contractual relationships with selected contractors; and

WHEREAS, the parties and the other Stakeholders all intend that the TIGER Projects will be coordinated and managed in a collaborative manner that reflects good regional planning, the consistent treatment of all Stakeholders and the coordination of all TIGER Projects as one regional first/last mile connection strategy.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties agree as follows:

1. PROJECT DESCRIPTION.

- A. All of the Stakeholders intend to collaborate to complete the TIGER Projects (including the City Projects), over the course of approximately five (5) years, with UTA responsible for project management and TIGER Grant oversight.
- B. City has committed to provide funds and/or in-kind contributions, as more particularly set forth herein, for the City Projects.

2. PROJECT ADMINISTRATION AND MANAGER. UTA shall be responsible for administration of the design and construction contracts for the TIGER Projects, and any additional contracts as deemed necessary by UTA. In no event shall UTA be expected or required to enter into contracts, or to take on any obligations, committing UTA to pay amounts in excess of funds that have already been committed to the TIGER Projects. UTA shall administer these contracts in accordance with its procurement and contracting policies and all TIGER Grant requirements.

UTA will assign a Project Manager to manage and administer the TIGER Projects. The Project Manager will be responsible to report to the Policy Committee for oversight and management of the TIGER Projects. The Project Manager shall be Richard Miller.

City will assign a City Representative to coordinate with and participate in decisions with the Project Manager. The City Representative shall be as set forth in the introductory table of this Agreement. The City Representative will have the authority to approve design submittals and make or cause to be made the decisions required of City under this Agreement.

- 3. TERM. This Agreement shall remain in full force and effect until the TIGER Grant funds, together with the committed local funds, are fully expended and the TIGER Grant has been closed out.
- 4. PROJECT POLICY COMMITTEE. A Policy Committee has been established for the TIGER Projects, consisting of one individual from each of UTA, UDOT, WFRC, and MAG. The initial representatives are Jerry Benson for UTA, Carlos Braceras for UDOT, Andrew Gruber for WFRC, and Andrew Jackson for MAG. In the event one of the representatives leaves his or her position with an above-referenced agency, such agency will be responsible for appointing a new representative to the Policy Committee and communicating that to the Stakeholders. The Policy Committee will focus on the overall results and ongoing work of the TIGER Projects, will address any disputes among the Stakeholders involving the TIGER Projects, will seek additional funding as needed and will review and approve budgeting, accounting and other project oversight. All actions of the Policy Committee shall be taken by a majority determination of UTA, UDOT, WFRC, and MAG. All members of the Policy Committee shall be equal in authority. It is acknowledged that all actions of the Project Policy Committee must comply with applicable laws and with the scope, conditions and other requirements applicable to the TIGER Grant, as ultimately executed between UTA and the United States Department of Transportation.

5. **WORK SCOPE.** A general description of the City Projects to be included in the TIGER Projects, together with the City's financial commitment to each of the City Projects, is set forth in Exhibit "A", attached hereto and incorporated herein by this reference. Specific scopes of work will be developed for the City Projects and will be included in a separate Supplement to Stakeholder Agreement ("Supplement"), in the form of Exhibit "B", attached hereto and incorporated herein by reference. The Supplement will identify a budget for design and construction (which shall include a reasonable apportionment of the project management and construction management costs, and a reasonable allocation of the total contingency budget for all TIGER Projects). The budget will be determined based upon information furnished by City and UTA will not be required to verify the accuracy or sufficiency of such information prior to commencing design of each City Project. Each Supplement will also identify a schedule for each City Project. Each Supplement will include appropriate national and/or local standards, including but not limited to NACTO, APWA, AASHTO, UDOT and MUTCD.
6. **PAYMENT/ACCOUNTING.** The local matching funds for each of the City Projects, for each fiscal year as committed by the Stakeholder, will be due to UTA in advance on July 1 of such year, or as otherwise designated in a Supplement. Funds shall be delivered to UTA, payable to "Utah Transit Authority", and delivered c/o Chief Financial Officer, 669 West 200 South, Salt Lake City, Utah. Each specific City Project will not be commenced until the local matching funds for that City Project have been delivered to UTA. To the extent that the Supplement for a City Project indicates additional funding sources (in addition to the TIGER Grant proceeds and corresponding local matching funds), City shall also be responsible for ensuring that the proceeds from such additional funding sources are also delivered to UTA in advance on July 1 or as otherwise designated in a Supplement. UTA shall maintain a financial database of all City funds, additional funding source proceeds, and all expenditures toward the City Projects.

City shall be responsible for any cost overruns (to the extent such overruns are not mitigated by value engineering or scope modifications) with respect to the City Projects. Payment for any cost overruns, as well as any additional scope or modifications requested by City (as more specifically described in Section 11 of this Agreement), shall be made promptly, in the same manner as described herein, and in the case of modifications, in advance, upon receipt of an invoice for the same from UTA. UTA may defer or suspend performance with respect to any City Project for which UTA has not received payment as indicated above. If City is unable to either secure additional funding for a City Project or modify the scope of City Project to fit within the available funding, then City may request that UTA not move forward with the City Project. Upon receipt of such request, UTA shall employ commercially reasonable efforts to remove the City Project from the scope of TIGER Projects and mitigate the incurrence of further costs toward such City Project. City shall be responsible for all costs previously incurred with respect to the City Project and any change order costs or partial termination costs incurred in conjunction with the removal of the City Project from the scope of the TIGER Projects. As applicable, City shall be entitled to any engineering deliverables previously prepared with respect to such City Project in their then-current condition.

To the extent that the actual total cost of designing and constructing the City Projects (exclusive of apportioned project management and construction management costs) is less than the budget indicated in the Supplement, City shall be entitled to a proportionate refund of the local matching funds committed for design and construction costs pursuant to the Supplement. Any such refund shall be payable within a reasonable time after the TIGER Grant has been closed out.

7. **APPROVALS; FEES.** Throughout the Term hereof, City shall expedite any required processes or approval steps to facilitate commencement of work on the City Projects; and further shall pay or waive

any and all filing fees, impact fees, or other charges in completing the approvals and permitting necessary or required for a City Project.

8. **TIGER PROJECTS CONTRACTOR; SELECTION.** City acknowledges that, in accordance with the quantity and diversity of the TIGER Projects, a contractor or contractors shall be selected to complete the work contemplated hereunder. UTA, City, and the other Stakeholders anticipate selection of a contractor and a contracting method that will maximize efficiency in designing and constructing the various separate City Projects and TIGER Projects. UTA will prepare and distribute a Request for Qualifications and/or Request for Proposals for the TIGER Projects. UTA shall assemble a selection committee to review proposals by qualified firms and to select a designer and/or contractor to complete the TIGER Projects. The selection committee shall consist of representatives of UTA and one representative designated by each other member of the Policy Committee. The procurement and selection of a designer and/or contractors will be conducted in compliance with applicable state and federal procurement requirements, as well as applicable UTA policies and procedures for procurement. Negotiations will be conducted with the designer and/or contractor to establish a final work program and fee for the TIGER Projects. Upon selection of the designer and/or contractor, UTA will enter into a contract with the selected designer and/or contractor. UTA shall coordinate with the Policy Committee in such matters as issuing notices to proceed, change orders, accepting the work products of the designer and/or contractor, and similar items.
9. **FEDERAL REQUIREMENTS.** Any and all procurements, contracts and subcontracts related in any way to the City Projects shall be subject to all applicable state and federal laws, rules, regulations and requirements, including but in no way limited to, Buy-America requirements, payment of Davis-Bacon wages, Utah contractor insurance requirements, etc.
10. **UTILITIES; RIGHT-OF-WAY.** City and UTA do not contemplate any necessary property acquisitions or utility relocations for the City Projects. In the event any property acquisition or utility relocation is necessary, such acquisition or relocation shall be completed by City. Any such acquisitions or relocations shall be completed prior to such City Project being placed on that fiscal year's project list; and further all such acquisitions shall be completed in accordance with all applicable federal and state property acquisition rules, regulations, and guidelines, including but not limited to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations promulgated thereunder, and in accordance with UTA (and where applicable, UDOT) policies and procedures. Full documentation of the acquisition process shall be delivered to UTA prior to commencement of work on such City Project.
11. **COMPLETION OF CITY PROJECTS; SCOPE MODIFICATIONS.** No work shall be completed on any City Projects without a fully-executed Supplement, and without payment having been received for the same by UTA, in advance, as outlined herein. The Stakeholders acknowledge that, as a result of the number and scope of City Projects included within the TIGER Projects, any changes to standardized design and plans will likely result in increased costs and schedule impacts. Any changes or additions requested by a Stakeholder to any of the City Projects shall be reviewed by the Policy Committee, and in the Policy Committee's sole discretion, unless necessitated by a critical safety concern, will only be approved if the Stakeholder requesting the change enters into a Modification Supplement, substantially in the form attached hereto as Exhibit "C", agreeing to pay one hundred percent of the cost of such change.
12. **COORDINATION.** City and UTA shall keep each other, and other Stakeholders as appropriate, abreast of substantive communications and activities related to the City Projects.

13. **TIGER FUNDING A CONDITION PRECEDENT.** The terms of this Agreement, and the commitments and obligations hereunder, are conditioned upon and subject to UTA executing a final grant agreement with the Federal Transit Administration, committing the TIGER Grant funds. UTA and the City agree to execute amendments to any Supplement executed pursuant to this Agreement that may be necessary to conform to the final requirements of the TIGER Grant agreement.
14. **AMENDMENTS.** Alterations, extensions, supplements or modifications to the terms of this Agreement as detailed herein shall be agreed to in writing by the parties concerned, incorporated as amendments to this Agreement, and made a part hereof.
15. **COMPLETION/CONTINUING CONTROL.** UTA and City acknowledge that the City Projects are being or will be constructed on City (or, in the case of certain roadway rights-of-way, County or State) property. Except as otherwise indicated in a Supplement, UTA will not have title to any of such property. Nevertheless, the Federal Transit Administration rules and regulations require that UTA, as "grantee" under the TIGER Grant, maintain continuing control over the City Projects. Upon completion of each of the City Projects, UTA will prepare a proposed bill of sale transferring to City (or, if appropriate, the County or State) ownership and maintenance responsibility with respect to the improvements constructed as part of the City Projects and providing for the City's acceptance of such improvements. Final transfer of the improvements will be subject to FTA approval. The bill of sale will contain an acknowledgement and agreement by City to operate, maintain and repair the improvements constructed as part of City Projects in a manner that protects FTA's investment in the City Projects (for the full useful life of such improvements as defined in FTA Circular 5010.1E, and set forth in the bill of sale). Thereafter, City shall provide UTA with an annual report, in the form attached hereto as Exhibit "D", throughout the life of the City Projects (as further described on the report) that will (a) account for the City Projects and include City Project inventory records, (b) detail procedures for asset management and adequate maintenance of equipment and facilities that are a part of the City Projects, (c) ensure that effective and continuing control and accountability are maintained by City for all City Projects, and (d) ensure that the City Projects are properly used and safeguarded, and used solely for their authorized and intended purposes. In the event City shall not complete and provide UTA with the annual report, or in the event City shall not properly maintain the City Projects throughout the life of such City Projects, City shall reimburse the depreciated amount of TIGER Grant funds remaining in the City Projects. Upon completion, any warranty provided by the contractor or manufacturer of any materials, as applicable, shall be transferred to City.
16. **RECORDS.** The Stakeholders acknowledge disclosure and retention of records pursuant to this Agreement is subject to the Utah Government Records Access and Management Act, Utah Code Ann. §63G-7-101, et seq.

IN WITNESS WHEREOF, UTA and City have entered into this Agreement effective the date first set forth herein.

UTAH TRANSIT AUTHORITY

By [Signature]  
Title CEO  
Date: 4-3-18

By [Signature]  
Title ACTING VP, GEN  
Date: 4/3/18

Approved as to Form:  
[Signature]  
UTA Legal Counsel

MILLCREEK

By [Signature]  
Title MAYOR  
Date: 2-12-18

By [Signature]  
Title Recorder  
Date: 2/12/18

**EXHIBIT "A"**

**TIGER Projects  
City Projects/Financial Commitments**

Project_ID	Project Description	Project Type	Project Status Cost	Program Management	Contingency	Construction Engineering + Project Management Costs	Design	Construction Engineering	\$ for Funding Source #1	Funding Source #1	\$ for Funding Source #2	Funding Source #2	\$ for Funding Source #3	Funding Source #3	Matching Funds Available(\$)	Tiger Funding (\$)	Year Funds Available	Construction Year
MIL_SWK_1	Main Street: 3900 South to Big Cottonwood Creek/Murray City Boundary; Main Street Connecting Sidewalk and Protected/Buffered Bike Way: Sidewalk, Signing and Striping, ADA Ramps, Raised Pedestrian Crossings	Sidewalk	\$394,712	\$32,591	\$63,069	\$61,287	\$46,461	\$28,696	\$78,942	County - Local					\$78,942	\$315,769	2020	2020
			\$394,712	\$32,591	\$63,069	\$61,287	\$46,461	\$28,696	\$78,942		\$0				\$78,942	\$315,769		

**EXHIBIT "B"**

**Form of Supplement to Stakeholder Agreement**

**SUPPLEMENT NO. \_\_ TO  
STAKEHOLDER AGREEMENT  
\_\_\_\_\_ CITY**

**TIGER GRANT**

<b>TIGER 2016 GRANT NO.</b>	<b>UTA CONTRACT NO.</b>	<b>STAKEHOLDER CONTRACT NO.</b>
<b>SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT:</b>		<b>VALUE OF CITY PROJECTS</b>
		<b>\$</b>
		<b>CITY REPRESENTATIVE:</b>

THIS SUPPLEMENT NO. \_\_ TO STAKEHOLDER AGREEMENT ("Supplement"), made and entered into this \_\_\_ day of \_\_\_\_\_, 201\_, by and between UTAH TRANSIT AUTHORITY, a public transit district ("UTA"), and \_\_\_\_\_ ("City").

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

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

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

Anticipated duration of work:

Estimated Total Cost of Work:  
(Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT: \$ \_\_\_\_\_

ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION: \$ \_\_\_\_\_

ESTIMATED AMOUNT OF CITY PARTICIPATION: \$ \_\_\_\_\_

ADDITIONAL FUNDING SOURCES: \$ \_\_\_\_\_

[Add additional Paragraphs and details, as required]

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

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

UTAH TRANSIT AUTHORITY

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form:

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

\_\_\_\_\_ CITY

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "C"**

**Form of Modification Supplement**

**MODIFICATION SUPPLEMENT TO  
STAKEHOLDER AGREEMENT**

This Modification Supplement to Stakeholder Agreement ("Modification") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018 by and between Utah Transit Authority, a public transit district ("UTA"), and \_\_\_\_\_ City, a political subdivision of the laws of the State of Utah (the "City"). UTA and the City are hereinafter collectively referred to as the "parties" and either may be referred to individually as "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS, the parties hereto entered in to a Stakeholder Agreement dated \_\_\_\_\_, (the "Agreement") regarding the construction of TIGER Projects;

WHEREAS, the Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed as part of the TIGER Projects;

WHEREAS, the City desired to enhance, modify and/or increase the scope of certain of one or more of the City Projects (the "Modifications");

WHEREAS, UTA, as the contracting party for the TIGER Projects, is willing to cause the TIGER Projects contractor to complete the Modifications provided that the City pay for the incremental costs associated with the Modifications; and

WHEREAS, this Modification is consistent with, and entered in accordance with, the Agreement.

AGREEMENT

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

1. Modifications. The City desires to include additional Modifications to the City Projects described and set forth in Supplement No. \_\_\_\_ to the Agreement, as such Modifications are described on Schedule I, attached hereto and by this reference made a part hereof. UTA will manage and monitor the work consistent with the other construction performed in conjunction with the TIGER Projects.

[ALTERNATIVE PARAGRAPH 1 - 1. Modifications. Contractor and/or UTA have determined that the City \_\_\_\_\_

2. Costs of Modifications. The City will be solely responsible for all actual, allocable and reasonable incremental costs attributable to the Modifications including, without limitation, labor, materials, construction, administrative overhead, taxes and other out of pocket expenses. Payment shall be made to UTA as described in the Agreement; or in the event that such modifications occur or arise as a result of changed conditions, (including by way of example only, soil conditions affecting footings, unidentified utilities, schedule delays, contractor-

requested change orders, etc.), within thirty (30) days of execution of this Modification Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Supplement to be executed in duplicate as of the date first herein written.

**UTAH TRANSIT AUTHORITY**

**(CITY)**

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

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

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

**ATTESTED AND COUNTERSIGNED**

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

Reviewed and Approved as to Form

\_\_\_\_\_  
UTA Engineering

\_\_\_\_\_  
UTA Legal

**EXHIBIT "D"**

**Annual City Projects Maintenance Report**

This report shall be submitted on an annual basis, addressed to UTA as follows:

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

This report shall be submitted for ten years from the completion of the City Property, or such longer period as may be requested by UTA.

This report will include the following information submitted in a format reasonably acceptable to UTA:

- A description of the assets constructed as part of the City Project.
- Current photographs of such assets.
- Most recent inspection date.
- Summary of maintenance activities conducted since last report.
- Summary of long term maintenance and capital replacement plan.

Exhibit B

(Supplement Number 1 to Interlocal Cooperation Agreement)

**SUPPLEMENT NO. 1 TO  
STAKEHOLDER AGREEMENT  
MILLCREEK**

**TIGER GRANT**

<b>TIGER 2016 GRANT NO. 2018-02</b>	<b>UTA CONTRACT NO. 18-26573M</b>	<b>STAKEHOLDER CONTRACT NO.</b>
<b>SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: MIL_SWK_1: SIDEWALK; MAIN STREET-3900 S TO BIG COTTONWOOD CR</b>		<b>PROJECT VALUE OF CITY PROJECTS \$ 394,712</b>
		<b>CITY REPRESENTATIVE: JOHN MILLER</b>

THIS SUPPLEMENT NO. 1 TO STAKEHOLDER AGREEMENT ("Supplement"), made and entered into this 30<sup>th</sup> day of March, 2018, by and between UTAH TRANSIT AUTHORITY, a public transit district ("UTA"), and Millcreek ("City").

The parties hereto entered in to a Stakeholder Agreement dated March 30, 2018, (the "Agreement"), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

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

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

Anticipated duration of work:

2020 TIGER Projects will begin once the funding partners deposit their City participation funds on or before July 15, 2019. UTA commits the pre-design meeting to occur no later than 2 months upon receipt of participation funds.

Estimated Total Cost of Work:  
(Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT:	\$ <u>394,712</u>
ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION:	\$ <u>315,769</u>
ESTIMATED AMOUNT OF CITY PARTICIPATION:	\$ <u>N/A</u>
ADDITIONAL FUNDING SOURCES (CATNIP SL County):	\$ <u>78,942</u>

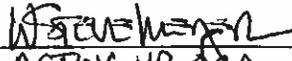
Salt Lake County is providing the entire local share on the City's behalf. As such, UTA and the City agree that any funds which are to be returned to the City under the terms of the Stakeholder Agreement shall be paid by UTA directly to Salt Lake County.

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

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

UTAH TRANSIT AUTHORITY

By   
Title CEO  
Date: 4-3-18

By   
Title ACTING VP, O&A  
Date: 4/3/18

Approved as to Form:

  
UTA Legal Counsel

MILLCREEK

By   
Title Mayor  
Date: 3-1-18

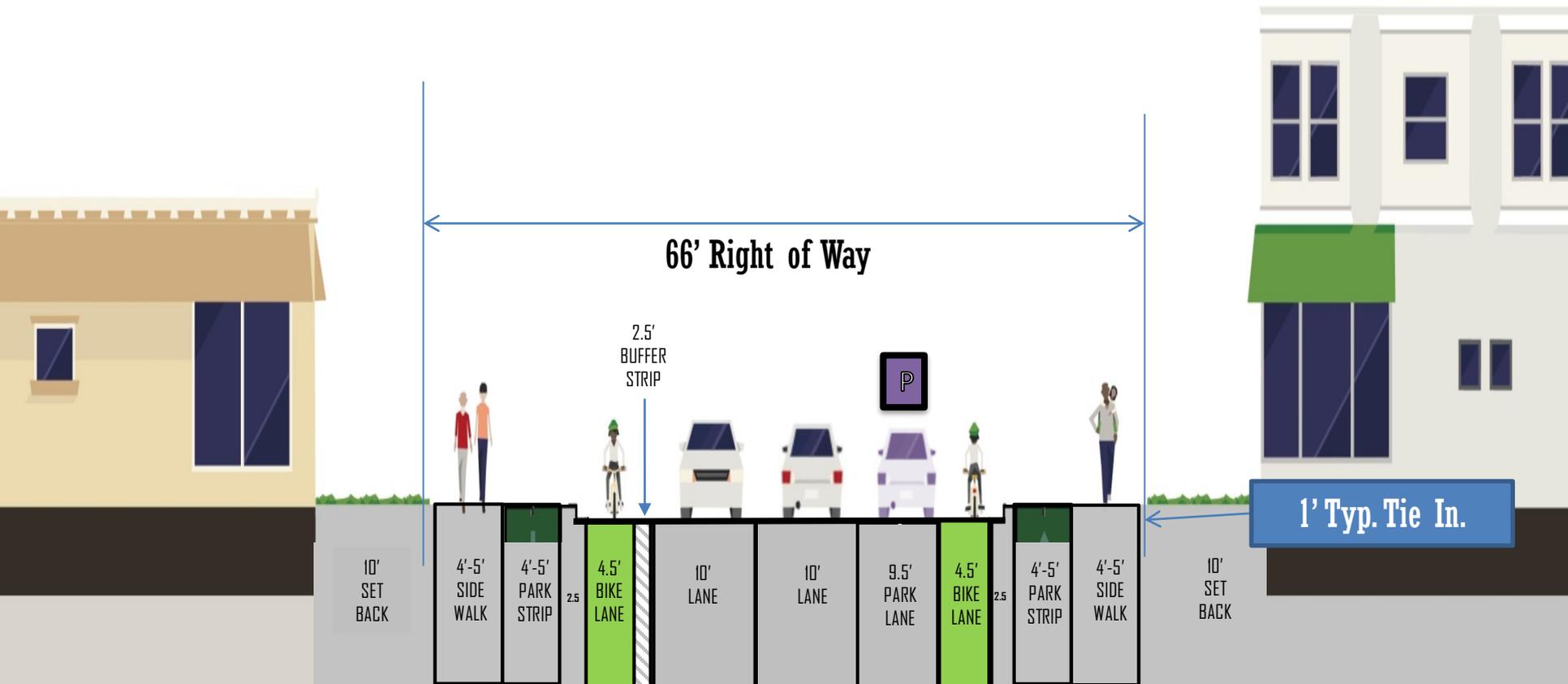
By   
Title Recorder  
Date: 3/1/18

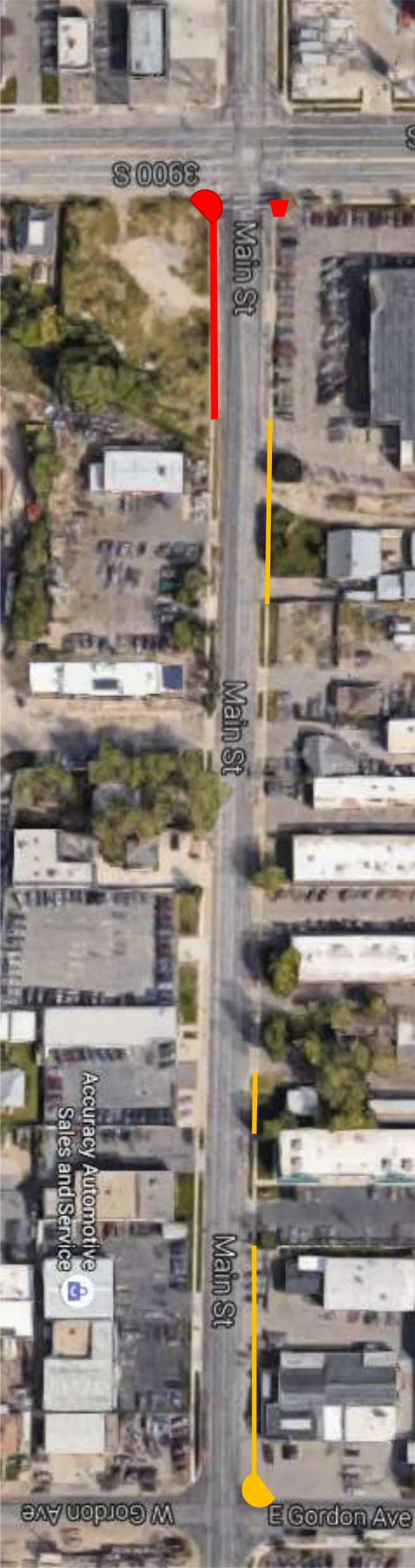
Project_ID	Project Description	Project Type	Project Status Cost	Program Management	Contingency	Construction Engineering + Project Management Costs	Design	Construction Engineering	\$ for Funding Source #1	Funding Source #1	\$ for Funding Source #2	Funding Source #2	\$ for Funding Source #3	Funding Source #3	Matching Funds Available(\$)	Tiger Funding (\$)	Year Funds Available	Construction Year
MIL_SWK_1	Main Street: 3900 South to Big Cottonwood Creek/Murray City Boundary; Main Street Connecting Sidewalk and Protected/Buffered Bike Way: Sidewalk, Signing and Striping, ADA Ramps, Raised Pedestrian Crossings	Sidewalk	\$394,712	\$32,591	\$63,069	\$61,287	\$46,461	\$28,696	\$78,942	County - Local					\$78,942	\$315,769	2020	2020
			\$394,712	\$32,591	\$63,069	\$61,287	\$46,461	\$28,696	\$78,942		\$0				\$78,942	\$315,769		



Proposed  
**MAIN STREET – BIG COTTONWOOD CREEK TO 3900 SOUTH**

Proposed Typ. Section  
Looking South





Symbols		Colors	
	No existing sidewalk		Priority 1
	New ADA ramp needed		Priority 2
	Improvements to existing ramp		

PROJECT NAME: West Millicreek Paved Walkway Concrete

Funding Type:

TAP

Cost Estimate - Concept Level

Prepared By: George Denaris

Date 1/15/2018

Proposed Project Scope: Multi Purpose Paved Trail-Way

Who owns this facility?	County
Approximate Route Reference Mile Post (BEGIN) =	(END) =
Project Length = 0.190 miles	1,003 ft
Current FY Year (Oct-Sept) = 2017	
Assumed Construction FY Year = 2019	
Construction Items Inflation Factor = 1.11	2 yrs for inflation
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) = 3.0%	
Assumed Yearly Inflation for Right of Way (%/yr) = 2.0%	
Items not Estimated (% of Construction) = 15.0%	
Preliminary Engineering (% of Construction + Incentives) = 17.0%	
Construction Engineering (% of Construction + Incentives) = 15.0%	

Enter 2020 for STP & CMAQ Projects and 2015 for TAP Projects

Construction Items	Cost	Remarks
Public Information Services	\$1,600	
Roadway and Drains	\$168,800	
Traffic and Safety	\$2,360	
Structures	\$0	
Environmental Mitigation	\$4,500	
ITS	\$0	
Other Construction Cost	Information Needs to be Provided on Separate Spreadsheet	\$0
	Subtotal	\$174,960
	Items not Estimated (15%)	\$26,244 \$27,842.26
	Construction Subtotal	\$201,204 \$213,457.32
P.E. Cost	P.E. Subtotal =	\$34,205 17%
C.E. Cost	C.E. Subtotal =	\$30,181 15%
Right of Way	Right of Way Subtotal =	\$0
Utilities	Utilities Subtotal =	\$0
Incentives	Incentives Subtotal =	\$0
Miscellaneous	Miscellaneous Subtotal =	\$0
This field could be used for those non-construction type projects		Information Needs to be Provided on Separate Spreadsheet

Project Cost Estimate	2017	2019
Concept Report Cost	\$2,000	
Work Prior to an Approved Environmental Document	\$7,500	Cost not Eligible for Federal Aid
Environmental Document	\$1,500	
P.E.	\$34,200	\$36,300
Right of Way	\$0	\$0
Utilities	\$0	\$0
Construction	\$201,200	\$223,300
C.E.	\$30,200	\$32,000
Incentives	\$0	\$0
Aesthetics	0.75% \$1,500	\$1,700
Change Order Contingency	11.50% \$23,300	\$25,000
UDOT Oversight	3.00% \$7,000	\$7,600
Miscellaneous	\$0	\$0
<b>TOTAL</b>	<b>\$297,400</b>	<b>\$327,600</b>

Remarks

Utilities - Not Eligible for Federal Reimbursement	\$0	\$0
Other Contributing Funding Sources (i.e. Additional Sponsor Funds, Developer, etc.)	\$0	\$0
Explain:	Information Needs to be Provided	

Estimated Total Project Cost	2017	\$308,400	2019	\$338,000
PROPOSED FEDERAL FUNDS REQUESTED	TOTAL		TOTAL	
Required Matching Funds	TOTAL		TOTAL	
Project Sponsors TOTAL Estimated Investment	2017		2019	\$330,000

Local Match at 20%

(\$21,600)

Exhibit C

(Supplement Number 2 Interlocal Cooperation Agreement)

**SUPPLEMENT NO. 2 TO  
STAKEHOLDER AGREEMENT  
MILLCREEK**

TIGER GRANT

<b>TIGER 2016 GRANT NO. 2018-02</b>	<b>UTA CONTRACT NO. 18-2657BM</b>	<b>STAKEHOLDER CONTRACT NO.</b>
<b>SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: MIL_SWK_1: SIDEWALK; MAIN STREET-3900 S TO BIG COTTONWOOD CREEK; MIL_BKL_1: BIKE LANES; MAIN STREET-3900 S TO BIG COTTONWOOD CREEK</b>		<b>PROJECT VALUE OF CITY PROJECTS \$ 613,924</b>
		<b>CITY REPRESENTATIVE: JOHN MILLER</b>

THIS SUPPLEMENT NO. 2 TO STAKEHOLDER AGREEMENT (“Supplement”), made and entered into this 29<sup>th</sup> day of April, 2020, by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”), and Millcreek (“City”).

The parties hereto entered in to a Stakeholder Agreement dated March 30, 2018, (the “Agreement”), which Agreement contemplated execution of a Supplement outlining specific details for the City Projects to be completed thereunder.

The parties hereto entered in to a Supplement No. 1 to Stakeholder Agreement dated March 30, 2018 to outline specific details for City Project MIL\_SWK\_1: Sidewalk; Main Street-3900 S to Big Cottonwood Creek to be completed thereunder, including the scope, schedule, and estimated budget of the City Project.

The parties hereto desire to enter into this Supplement No. 2 to include additional scope, identified as City Project MIL\_BKL\_1: Bike Lanes; Main St-3900 S to Big Cottonwood Creek, to be completed thereunder, and to increase the estimated budget of the City Projects. All definitions and terms of the Stakeholder Agreement and Supplement No. 1 remain in full force and effect unless otherwise specified herein.

1. Project Scope: The parties agree to the scope of the specific City Projects as follows:
  - a. MIL\_SWK\_1: Sidewalk improvements along Main Street between 3900 S and Big Cottonwood Creek. Improvements include, but are not limited to, installation of new sidewalk, curb and gutter, pedestrian ramps, driveway modifications, roadway modifications, utilities, and signing and striping (included in Supplement No. 1).
  - b. MIL\_BKL\_1: Bike lane improvements along Main Street between 3900 S and Big Cottonwood Creek. Improvements include, but are not limited to, bike lane striping, messages, and signing.
  
2. Estimated Total Cost of Work: The parties hereto desire to increase the estimated budget for the City Projects by Two Hundred Nineteen Thousand Two Hundred Thirteen Dollars (\$219,213.00), for an estimated budget of Six Hundred Thirteen Thousand Nine Hundred Twenty Four Dollars (\$613,924.00). The Estimated Total Cost of Work and funding sources is summarized below:

	SUPPLEMENT NO. 1	SUPPLEMENT NO. 2	TOTAL
<b>ESTIMATED BUDGET:</b>	<b>\$394,711</b>	<b>\$219,213</b>	<b>\$613,924</b>
ESTIMATED AMOUNT OF TIGER PARTICIPATION:	\$315,769		\$315,769
ESTIMATED AMOUNT OF CITY PARTICIPATION	N/A	\$94,213	\$94,213
ADDITIONAL FUNDING SOURCES (CATNIP SL County)	\$78,942		\$78,942
ADDITIONAL POTENTIAL FUNDING SOURCES (SL County)	N/A	\$125,000	\$125,000

Upon full execution of this Supplement No. 2, UTA will be authorized to proceed with construction of the work covered herein. The estimated cost of the City Projects was determined using Contractor pricing from December 10, 2019 and includes construction contingency. City shall be responsible for all costs in excess of the TIGER Grant funding and Salt Lake County CATNIP funding identified in Supplement No. 1 regardless of whether it obtains additional County funding for these City Projects. The City will be invoiced for total actual construction costs incurred less TIGER Grant funding and Salt Lake County CATNIP funding following Final Completion. Invoices shall be paid by the City within sixty (60) days of being invoiced for those costs by UTA.

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

UTAH TRANSIT AUTHORITY

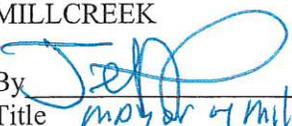
By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date: \_\_\_\_\_

By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date: \_\_\_\_\_

Reviewed and Approved as to Form:

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

MILLCREEK

By  \_\_\_\_\_  
 Title Mayor of Millcreek  
 Date: April 29, 2020

By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date: \_\_\_\_\_



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Kim S. Ulibarri, Chief People Officer  
**PRESENTER(S):** Kim S. Ulibarri, Chief People Officer,  
Rich Murry Director of HR Services & Labor Relations

**BOARD MEETING DATE:** May 20, 2020

<b>SUBJECT:</b>	<b>R2020-05-05 Resolution Authorizing Execution of a Collective Bargaining Agreement (CBA) with Amalgamated Transit Union Local 382</b>
<b>AGENDA ITEM TYPE:</b>	<b>Resolution</b>
<b>RECOMMENDATION:</b>	Adopt Resolution 2020-05-05 authorizing UTA's Executive Director, Chief People Officer and Treasurer to execute and deliver the new terms of a collective bargaining agreement (CBA) with Amalgamated Transit Local 382.
<b>BACKGROUND:</b>	Approximately 1600 Operators, Maintenance, and Parts employees of UTA are represented by ATU Local 382 for wages, benefits, and working conditions. In August 2019, representatives for the Utah Transit Authority (UTA) and ATU Local 382 entered negotiations on new terms for the CBA, which expired on December 10, 2019.
<b>DISCUSSION:</b>	<p>Parties came to a Tentative Agreement (TA) on new terms on March 16, 2020. On May 6, 2020, the membership of ATU Local 382 voted to accept the terms as presented in the TA. The terms negotiated in the TA will help ensure UTA is competitive in hiring and retaining the great workforce that keeps UTA running. This need has become even more evident during the current COVID pandemic, where our employees have continued to provide essential services to our customers.</p> <p>In addition to wage and healthcare increases, the TA also includes improvements to working conditions that will better support our operators as they implement our service.</p>
<b>ALTERNATIVES:</b>	If this resolution is not adopted, parties would need to return to negotiations to attempt to bargain different terms that would be acceptable to both parties.
<b>FISCAL IMPACT:</b>	The costs associated with the new contract are programmed into UTA's Long Range Financial Plan and those costs in 2020 were accounted for in the 2020 budget.
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"><li>Resolution R2020-05-05 - Authorizing execution of a Collective Bargaining Agreement with Amalgamated Transit Union Local 382 (including exhibit)</li></ul>

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING  
AGREEMENT WITH AMALGAMATED TRANSIT UNION LOCAL 382**

R2020-05-05

May 20, 2020

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

WHEREAS, the Board of Trustees ("Board") of the Authority previously approved a Collective Bargaining Agreement ("Agreement") with Amalgamated Transit Union Local 382 ("ATU") in Resolution R2017-06-03 on June 28, 2017; and

WHEREAS, that Agreement has expired, and the Authority and ATU have been negotiating a new Agreement between the parties; and

WHEREAS, the ATU and the Authority have negotiated in good faith, and together have reached accord on a new Agreement between the parties; and

WHEREAS, the Board has reviewed the proposed Agreement between the ATU and the Authority, and believes it represents the best interests of both of the parties, and promotes the Authority's ability to retain and build an excellent, highly-committed, productive, and involved workforce; and

WHEREAS, the Board desires that the Authority execute the new Agreement with the ATU.

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

1. That the Executive Director, Chief People Officer, and Treasurer of the Authority are hereby empowered to execute and deliver the Collective Bargaining Agreement, in substantially the same form as the one attached as Exhibit A, subject to approval by the Authority's legal counsel.
2. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director, Chief People Officer, other staff and legal counsel, that are necessary or appropriate with regard to participation with the negotiations with the ATU and to give effect to this Resolution.

3. That Resolution R2017-06-03, enacted on June 28, 2017, is hereby rescinded and superseded.
4. That this Resolution remain in force and effect until rescinded, amended, or superseded by further action of the Board.

Approved and adopted this 20<sup>th</sup> day of May 2020.

---

Carlton Christensen, Chair  
Board of Trustees

ATTEST:

---

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

---

Legal Counsel

EXHIBIT A

Collective Bargaining Agreement between  
Utah Transit Authority and Amalgamated Transit Union, Local 382  
(December 11, 2019 – December 20, 2022)

<b>SECTION I: GENERAL PROVISIONS.....</b>	<b>1</b>
<b>ARTICLE 1: DURATION OF AGREEMENT .....</b>	<b>1</b>
<b>ARTICLE 2: UNION RECOGNITION .....</b>	<b>1</b>
<i>Union Business .....</i>	<i>1</i>
<i>Committees .....</i>	<i>1</i>
Arbitration: Rockney Anderson Termination December 12, 1980	
Arbitration: Subcontracting Out Shop Janitor Work December 21, 2011	
Arbitration: Subcontracting Out TRAX Service Employee's Duties January 13, 2013	
Arbitration: Facilities Bidding January 31, 2014	
<b>ARTICLE 3: RECOGNITION OF MANAGEMENT .....</b>	<b>2</b>
Arbitration: Michael Nuss Termination March 21, 1989	
Arbitration: Thomas Smokoff Termination August 2, 1990	
Arbitration: Billie Knight Termination September 18, 1991	
Arbitration: Frank Freeman Termination January 28, 1992	
Arbitration: Robert Creager Termination November 29, 1994	
Arbitration: Definition of Benefits June 10, 2002	
Arbitration: Farrell (Butch) Williams Termination November 16, 2005	
Arbitration: Ross Parsell Termination January 22, 2010	
Arbitration: Facilities Bidding January 31, 2014	
<b>ARTICLE 4: EMPLOYEE COOPERATION AND NON-DISCRIMINATION .....</b>	<b>2</b>
<b>ARTICLE 5: NO STRIKES OR LOCK-OUTS.....</b>	<b>2</b>
<b>ARTICLE 6: ADMINISTRATION OF THE AGREEMENT.....</b>	<b>2</b>
Arbitration: Subcontracting Out Shop Janitor Work December 21, 2011	
Arbitration: Subcontracting Out TRAX Service Employee's Duties January 13, 2013	
<b>ARTICLE 7: PROBATIONARY PERIOD .....</b>	<b>3</b>
<i>New Operations and Parts Employees.....</i>	<i>3</i>
<i>New Maintenance Employees .....</i>	<i>3</i>
<i>Transfers to Another Department .....</i>	<i>3</i>
<i>Bidding Out of Departments During a New Hire Probationary Period .....</i>	<i>3</i>
<i>30 Shift Evaluation Period.....</i>	<i>4</i>
Arbitration: Facilities Bidding January 31, 2014	
<b>ARTICLE 8: SENIORITY .....</b>	<b>4</b>
<i>Postings .....</i>	<i>4</i>
<i>Transfers from one Department to Another.....</i>	<i>4</i>
<i>Position Outside the Bargaining Unit.....</i>	<i>4</i>
<i>Time on Leave.....</i>	<i>5</i>
<i>Loss of Seniority .....</i>	<i>5</i>
Arbitration: Assignment of A and B Board August 3, 1987	
Arbitration: Ann Hunter Termination October 14, 1991	
Arbitration: Non-Selection of John Webster September 19, 1994	
Arbitration: Farrell (Butch) Williams Termination November 16, 2005	
Arbitration: Ross Parsell Termination January 22, 2010	
Arbitration: Subcontracting Out Shop Janitor Work December 21, 2011	
Arbitration: Subcontracting Out TRAX Service Employee's Duties January 13, 2013	
Arbitration: Facilities Bidding January 31, 2014	

<b>ARTICLE 9: LAYOFFS AND RECALLS.....</b>	<b>5</b>
<i>Advance Notice</i> .....	5
<i>Displaced Employees</i> .....	5
<i>Employees on Layoff</i> .....	6
Arbitration: Subcontracting Out Shop Janitor Work December 21, 2011	
<b>ARTICLE 10: EMPLOYEES' PERSONNEL RECORDS.....</b>	<b>6</b>
<i>Complaints</i> .....	6
<i>12 Months</i> .....	6
<i>Personnel Files</i> .....	6
<i>Oral Warnings</i> .....	6
<i>Revocation of Drivers License</i> .....	6
Arbitration: Dorthy Martinez Termination March 3, 1982	
Arbitration: Veronica Edet Termination April 25, 1989	
Arbitration: Melanie Benson Termination July 9, 1991	
Arbitration: Michael Nuss Termination March 21, 1989	
Arbitration: Ann Hunter Termination October 14, 1991	
<b>ARTICLE 11: NOTICE OF DISCIPLINE .....</b>	<b>7</b>
<i>11 Calendar Days</i> .....	7
<i>Oral Warnings</i> .....	7
<i>Written Statement</i> .....	7
<i>Chargeable Accidents</i> .....	7
Arbitration: Keith Setser Termination September 12, 1978	
Arbitration: Michael Nuss Termination March 21, 1989	
Arbitration: Veronica Edet April 25, 1989	
Arbitration: Thomas Smokoff Termination August 2, 1990	
Arbitration: Melanie Benson Termination July 9, 1991	
Arbitration: Billie Knight Termination September 18, 1991	
Arbitration: Frank Freeman Termination January 28, 1992	
Arbitration: Gabriele Basile Termination January 18, 2002	
Arbitration: Farrell (Butch) Williams Termination November 16, 2005	
Arbitration: Ross Parsell Termination January 22, 2010	
<b>ARTICLE 12: SUSPENSION OR DISCHARGE.....</b>	<b>7</b>
<i>11 Calendar Days</i> .....	7
<i>Grievance Resolution Committee</i> .....	8
<i>Preliminary Hearing Option</i> .....	8
.....	10
<i>New Information</i> .....	11
Arbitration: Keith Setser Termination September 12, 1978	
Arbitration: Dorthy Martinez Termination March 3, 1982	
Arbitration: Cora Vigil Termination February 11, 1982	
Arbitration: Michael Nuss Termination March 21, 1989	
Arbitration: Veronica Edet April 25, 1989	
Arbitration: Thomas Smokoff Termination August 2, 1990	
Arbitration: Melanie Benson Termination July 9, 1991	
Arbitration: Billie Knight Termination September 18, 1991	
Arbitration: Ann Hunter Termination October 14, 1991	
Arbitration: Frank Freeman Termination January 28, 1992	
Arbitration: Robert Creager Termination November 29, 1994	
Arbitration: Gabriele Basile Termination January 18, 2002	
Arbitration: Paul Flynn Psychiatric Examination December 20, 2002	
Arbitration: David Holly Termination August 11, 2003	
Arbitration: Farrell (Butch) Williams Termination November 16, 2005	

<b>ARTICLE 13: PROCEDURE FOR GRIEVANCES.....</b>	<b>13</b>
<i>First Step</i> .....	13
<i>Step Two</i> .....	14
<i>Step Three</i> .....	14
<i>Step Four</i> .....	14
Arbitration: Keith Setser Termination September 12, 1978	
Arbitration: Dorthy Martinez Termination March 3, 1982	
Arbitration: Veronica Edet April 25, 1989	
Arbitration: Non-Selection of John Webster September 19, 1994	
Arbitration: Frank Freeman Termination January 28, 1992	
Arbitration: Arnold Jenkins “BYU Flyer” August 28, 1995	
Arbitration: Farrell (Butch) Williams Termination November 16, 2005	
<b>ARTICLE 14: ARBITRATION PROCEDURES.....</b>	<b>15</b>
<i>Selection of Arbitrator</i> .....	15
<i>Transcripts or Post-Hearing Briefs</i> .....	15
Arbitration: Keith Setser Termination September 12, 1978	
Arbitration: Assignment of A and B Board August 3, 1987	
Arbitration: Vacation Accrual October 8, 1987	
Arbitration: Veronica Edet April 25, 1989	
Arbitration: Billie Knight Termination September 18, 1991	
Arbitration: Ann Hunter Termination October 14, 1991	
Arbitration: Frank Freeman Termination January 28, 1992	
Arbitration: Non-Selection of John Webster September 19, 1994	
Arbitration: Robert Creager Termination November 29, 1994	
Arbitration: Arnold Jenkins “BYU Flyer” August 28, 1995	
Arbitration: Bert Wink Miss-Out December 15, 2000	
Arbitration: Gabriele Basile Termination A January 18, 2002	
Arbitration: Farrell (Butch) Williams Termination November 16, 2005	
Arbitration: Ross Parsell Termination January 22, 2010	
<b>ARTICLE 15: LEAVES OF ABSENCE .....</b>	<b>16</b>
<i>Leaves Longer than 90 Days</i> .....	16
<i>Returning from Leaves of Absence</i> .....	16
<i>12 Months Non-Renewable Leave</i> .....	16
<i>Medical insurance</i> .....	17
Arbitration: Gabriele Basile Termination January 18, 2002	
<b>ARTICLE 16: JURY DUTY LEAVE .....</b>	<b>17</b>
<b>ARTICLE 17: COURT ATTENDANCE .....</b>	<b>17</b>
<b>ARTICLE 18: PERSONAL TIME .....</b>	<b>18</b>
<i>Accrual of Personal Time</i> .....	18
<i>Personal Time Hours</i> .....	18
<i>Retiree Medical Account Deposits</i> .....	18
<i>Use</i> .....	18
<i>4% Daily Time Off Slots (Operations)</i> .....	18
<i>Partial Days</i> .....	18
<i>Pay</i> .....	18
<i>Advance Notice</i> .....	19
<i>Unforeseen Illness or Emergency</i> .....	19
<i>Cancellation</i> .....	19

<i>Retiree Medical Account Program</i> .....	19
<i>Eligibility</i> .....	19
<i>Voluntary Employee Benefit Association</i> .....	19
<i>Cost of Program</i> .....	20
<i>Vesting Period</i> .....	20
<i>IRS Regulations</i> .....	20
<i>Conversion to Retiree Medical Account</i> .....	20
<i>Hours of 900</i> .....	20
<i>Vesting Schedule</i> .....	20
<i>Retirement</i> .....	20
<i>Serious Illness Account</i> .....	21
<i>40 Consecutive Work Hours</i> .....	21
<i>Purpose</i> .....	21
<i>Retirement</i> .....	21
<i>Pay</i> .....	22
<i>Notice of Accrual</i> .....	22
<i>Survivor Distribution</i> .....	22
<i>240 Hours</i> .....	22
Arbitration: Sick Pay on Holidays November 24, 1986	
<b>ARTICLE 19: BEREAVEMENT LEAVE</b> .....	<b>22</b>
<b>ARTICLE 20: PHYSICAL EXAMINATIONS</b> .....	<b>23</b>
<i>Non-Renewable Leave of Absence</i> .....	23
Arbitration: Veronica Edet April 25, 1989	
Arbitration: Silvia Sherwood October 16, 1989	
Arbitration: Paul Flynn Psychiatric Examination December 20, 2002	
<b>ARTICLE 21: VACATIONS</b> .....	<b>24</b>
<i>Paid Vacation</i> .....	24
<i>Seperation of Employment</i> .....	24
<i>Maintenance and Parts Employees Vacation Accrual</i> .....	24
<i>Operator Allottement</i> .....	25
<i>Vacation Weeks for Regular Operators</i> .....	25
<i>Pay for Unused Available Vacation</i> .....	26
<i>Single Day Vacation</i> .....	26
<i>Meet and Confer</i> .....	26
<i>Vacation Pay</i> .....	27
Arbitration: Vacation Accrual October 8, 1987	
Arbitration: Vacation Eligibility August 3, 1998	
<b>ARTICLE 22: HOLIDAYS</b> .....	<b>27</b>
<i>Paid Holidays</i> .....	27
<i>Holiday Observance</i> .....	27
<i>Employees Working Four Ten Hour Days</i> .....	28
<i>Employees that Work the Holiday</i> .....	28
<i>Holiday Pay Eligibility</i> .....	28
<i>Floating Holidays</i> .....	28
Arbitration: Maintenance Holiday Pay November 9, 1983	
Arbitration: Vacation Accrual October 8, 1987	
<b>ARTICLE 23: ANNUAL PASS AND EDUCATIONAL ASSISTANCE PROGRAM</b> .....	<b>29</b>
<i>Retired Employees</i> .....	29
<i>Participation</i> .....	29

<b>ARTICLE 24: WAGE RATES</b> .....	<b>29</b>
<i>Minimum Wage Rates</i> .....	29
<i>Senior Operators</i> .....	30
<i>Senior Flextrans Operators</i> .....	30
<i>Senior Parts Clerks</i> .....	30
<i>Shift Differential</i> .....	30
<i>Lead People</i> .....	30
<i>Trainee Positions</i> .....	30
<b>ARTICLE 25: INSURANCE</b> .....	<b>31</b>
<i>Joint Insurance Committee</i> .....	31
<i>Plan Structures</i> .....	31
<i>Extra-Board and Flextrans Operators</i> .....	31
<i>UTA Contributions</i> .....	32
<i>Joint Insurance Account</i> .....	32
<i>\$300,000 Balance</i> .....	32
<b>ARTICLE 26: PAY DAYS</b> .....	<b>33</b>
<i>Workweeks</i> .....	33
<i>Workers Compensation</i> .....	33
<b>ARTICLE 27: UNION DUES DEDUCTION</b> .....	<b>34</b>
<b>ARTICLE 28: ACCIDENT PREVENTION</b> .....	<b>34</b>
<i>Vehicle Inspection Report</i> .....	34
Arbitration: Dorthy Martinez Termination March 3, 1982	
Arbitration: Michael Nuss Termination March 21, 1989	
<b>ARTICLE 29: ACCIDENT REPORTS AND RECORDS</b> .....	<b>34</b>
<i>Reports</i> .....	34
<i>Pay</i> .....	35
<i>Grading Committee</i> .....	35
<i>Grading Committee Terms</i> .....	35
<i>New Evidence</i> .....	35
Arbitration: Michael Nuss Termination March 21, 1989	
Arbitration: Frank Freeman Termination January 28, 1992	
<b>ARTICLE 30: BULLETIN BOARDS</b> .....	<b>36</b>
<b>ARTICLE 31: PENSION</b> .....	<b>36</b>
<i>Years of Service</i> .....	36
<i>Multiplier</i> .....	36
<i>Early Retirement</i> .....	36
<i>37.5 Years of Service</i> .....	36
<i>457 Plan</i> .....	36
<b>ARTICLE 32: NOTIFICATION</b> .....	<b>37</b>
<i>Fax</i> .....	37
<i>Mailings</i> .....	37
<i>Electronic Mail</i> .....	37
<b>SECTION II: OPERATORS</b> .....	<b>37</b>
<b>ARTICLE 33: APPEARANCE AND UNIFORMS</b> .....	<b>37</b>
<i>Committee</i> .....	37
<i>Uniform Vendor Credit</i> .....	37

Carry Over.....	37
<b>ARTICLE 34: OPERATOR RUNS, WORK DAYS, DAYS OFF .....</b>	<b>38</b>
<i>Regularly Assigned Run</i> .....	38
<i>Regular Operators</i> .....	38
<i>Vanpool Operators</i> .....	38
<i>Displaced (Regular Operators)</i> .....	38
<i>Intra-Divisional Bids</i> .....	38
<i>System-Wide Bid</i> .....	38
<i>Bumping</i> .....	38
<i>Change Days</i> .....	38
<i>40 Hour Pay Per Week</i> .....	38
<i>Days Off (Regular Operators)</i> .....	39
<i>Layover Time in Excess of Recovery Time</i> .....	39
Arbitration: Travel Time September 12, 1978	
Arbitration: Assignment of A and B Board August 3, 1987	
Arbitration: Definition of Benefits June 10, 2002	
Arbitration: Carmen Special April 27, 2005	
<b>ARTICLE 35: OPERATOR RUN SELECTION .....</b>	<b>39</b>
<i>Regular Schedules and Shifts</i> .....	39
<i>Union Committee</i> .....	39
<i>Meet and Confer</i> .....	39
<i>Vacant or New Regular Runs</i> .....	40
<i>Bumping of Shifts</i> .....	40
<i>Returning to the Extra-Board</i> .....	40
<i>Vacation Relief</i> .....	41
<i>Emergency Sign-Up</i> .....	41
<i>Changes in a Run</i> .....	41
<i>Operating a Bus in Service</i> .....	41
<i>Carpools and Vanpools</i> .....	42
Arbitration: Travel Time September 12, 1978	
Arbitration: Travel Time September 14, 1982	
Arbitration: Assignment of A and B Board August 3, 1987	
Arbitration: Ann Hunter Termination October 14, 1991	
Arbitration: Spread Time / Overtime August 14, 2000	
Arbitration: In-Service Grievance December 21, 2000	
<b>ARTICLE 36: SPLIT RUNS.....</b>	<b>42</b>
<i>Three Ways</i> .....	42
Arbitration: Arnold Jenkins "BYU Flyer" August 28, 1995	
Arbitration: Definition of Benefits June 10, 2002	
<b>ARTICLE 37: PREPARATORY AND DISTANCE ALLOWANCE.....</b>	<b>42</b>
<i>Pre-Trip Inspections</i> .....	42
<i>Distance Allowance</i> .....	42
Arbitration: Travel Time September 12, 1978	
Arbitration: A Board Travel Pay October 7, 1986	
<b>ARTICLE 38: OVERTIME FOR REGULAR OPERATORS.....</b>	<b>43</b>
<i>Work Performed Before or After a Regular Run</i> .....	43
<i>Work Performed on a Regular Scheduled Day Off</i> .....	43
<i>12.5 Hour Spread</i> .....	43
<i>Overtime Trippers</i> .....	43
<i>Failing to be Relieved</i> .....	43

Arbitration: Arnold Jenkins “BYU Flyer” August 28, 1995  
 Arbitration: Spread Time / Overtime August 14, 2000  
 Arbitration: Bert Wink Miss-Out December 15, 2000  
 Arbitration: Definition of Benefits June 10, 2002

<b>ARTICLE 39: MINIMUM PAY FOR EXTRA WORK .....</b>	<b>43</b>
<i>Performing Extra Work Before or After a Regular Run .....</i>	<i>43</i>
<i>Called for Extra Work During the Interim of Two Periods of a Regular Run .....</i>	<i>43</i>
<i>Temporarily Displaced .....</i>	<i>44</i>
<i>Acts of God .....</i>	<i>44</i>
Arbitration: Bert Wink Miss-Out December 15, 2000	
Arbitration: Definition of Benefits June 10, 2002	
<b>ARTICLE 40: STUDENT INSTRUCTION PAY .....</b>	<b>44</b>
<b>ARTICLE 41: FELONIOUS ASSAULT INSURANCE .....</b>	<b>45</b>
<b>ARTICLE 42: EXTRA-BOARD AND FLEXTRANS .....</b>	<b>45</b>
<i>Extra-Board .....</i>	<i>45</i>
<i>Work Week .....</i>	<i>45</i>
<i>Work Assignment Windows .....</i>	<i>45</i>
<i>Minimum Pay .....</i>	<i>45</i>
<i>Pay for Work Outside of Work Assignment Window or Day Off .....</i>	<i>45</i>
<i>Daily Postings .....</i>	<i>46</i>
<i>Filling a Regular Operator Position .....</i>	<i>46</i>
<i>Layoffs .....</i>	<i>46</i>
<i>Overtime .....</i>	<i>46</i>
<i>Emergency Situations .....</i>	<i>46</i>
<i>Displaced Operators (Extra-Board) .....</i>	<i>46</i>
<i>Worker Service Operators and Community Based Operators .....</i>	<i>47</i>
<i>Limitations .....</i>	<i>47</i>
<i>Benefits .....</i>	<i>47</i>
<i>Definition .....</i>	<i>47</i>
<i>Flextrans .....</i>	<i>47</i>
<i>Flextrans Operation .....</i>	<i>47</i>
<i>Pay Rate .....</i>	<i>48</i>
<i>Flextrans Service .....</i>	<i>48</i>
<i>Flextrans Regular Operators .....</i>	<i>48</i>
<i>40 Hours Pay per Week .....</i>	<i>48</i>
<i>Days Off .....</i>	<i>48</i>
<i>Run Selection .....</i>	<i>48</i>
<i>Union Committee .....</i>	<i>48</i>
<i>Vacant or New Runs .....</i>	<i>49</i>
<i>Bumping of Shifts .....</i>	<i>49</i>
<i>Flextrans Operators on Leave .....</i>	<i>49</i>
<i>Vacation Relief .....</i>	<i>50</i>
<i>Emergency Sign-Up .....</i>	<i>50</i>
<i>Changes in Flextrans Regular Operator’s Daily Work .....</i>	<i>50</i>
<i>Overtime .....</i>	<i>50</i>
<i>Performing Extra Work Before or After a Run .....</i>	<i>50</i>
<i>Flextrans Interim-Board Operators .....</i>	<i>51</i>
<i>40 Hours Pay per Week .....</i>	<i>51</i>
<i>Flextrans Extra-Board Operators .....</i>	<i>51</i>
<i>Flextrans Extra-Board Operator Limit .....</i>	<i>51</i>

<i>Vacation</i> .....	51
<i>Vacation Weeks</i> .....	51
<i>Part-Time Extra-Board Operators</i> .....	51
<i>Limit</i> .....	51
<i>Work Assignments</i> .....	52
<i>Annual Transit Pass</i> .....	52
<i>Benefits</i> .....	52
<i>Assignment</i> .....	52
<i>Movement from Full-Time to Part-Time Operator Status</i> .....	52
<i>Movement through Retirement</i> .....	52
<i>Movement through Frozen Benefits</i> .....	53
<i>Returning to Full-Time status</i> .....	53
Arbitration: Travel Time September 14, 1982	
Arbitration: A Board Travel Pay October 7, 1986	
Arbitration: Assignment of A and B Board August 3, 1987	
Arbitration: Vacation Accrual October 8, 1987	
Arbitration: Thiokol Grievance January 21, 1990	
Arbitration: Arnold Jenkins “BYU Flyer” August 28, 1995	
Arbitration: Vacation Eligibility August 3, 1998	
Arbitration: Definition of Benefits June 10, 2002	
<b>ARTICLE 43: OPERATOR MISS-OUTS</b> .....	<b>53</b>
<i>One Minute Lee-Way</i> .....	53
<i>A.W.O.L</i> .....	54
<i>En Route to Work by the Coach</i> .....	54
<i>Reporting Sick</i> .....	54
Arbitration: Miss-Out Policy July 9, 1981	
Arbitration: Veronica Edet April 25, 1989	
Arbitration: Robert Creager Termination November 29, 1994	
Arbitration: Thomas Smokoff Termination August 2, 1990	
Arbitration: Bert Wink Miss-Out December 15, 2000	
<b>ARTICLE 44: TOILET FACILITIES</b> .....	<b>54</b>
<b>ARTICLE 45: TRANSFERS INTO TRAX AND FRONTRUNNER</b> .....	<b>54</b>
<i>Application of Language</i> .....	54
<i>Operator Roster</i> .....	55
<i>Operator Training</i> .....	55
<i>Extra-Board</i> .....	55
<i>Pre-Qualification Examination</i> .....	55
<i>90 Calendar Day Probationary Period</i> .....	55
<i>Failing or Withdrawing from Training</i> .....	56
<i>Temporary Assignment</i> .....	56
<i>Declining a Position</i> .....	56
<b>ARTICLE 46: TRAX AND FRONTRUNNER CHANGE DAYS</b> .....	<b>56</b>
<i>Change Days</i> .....	56
<i>Bumping of Shifts</i> .....	56
<i>Union Committee</i> .....	56
<b>ARTICLE 47: TRAX AND FRONTRUNNER OPERATORS RETURNING TO FORMER OPERATIONS CLASSIFICATION</b> .....	<b>57</b>
<i>Application of Language</i> .....	57
<i>TRAX and FrontRunner Operators Returning to Bus</i> .....	57
<i>Bidding Back to Bus</i> .....	57

<i>FrontRunner Operators Returning to TRAX</i> .....	57
<i>Bidding Back to TRAX</i> .....	57
<i>Returning to Former Operations Classification</i> .....	57
<i>Emergency Requests</i> .....	57
<i>Returning to Former Position</i> .....	58
<b>ARTICLE 48: TRANSFER BETWEEN FLEXTRANS AND FIXED ROUTE</b> .....	<b>58</b>
<i>Hiring</i> .....	58
<i>Training</i> .....	58
<i>Pay</i> .....	59
<i>Bidding Back</i> .....	59
<i>Vacation</i> .....	59
<b>SECTION III: MAINTENANCE EMPLOYEES</b> .....	<b>59</b>
<b>ARTICLE 49: MAINTENANCE CRAFTS AND CLASSIFICATIONS</b> .....	<b>59</b>
<i>Crafts and Classifications and Specialty Classifications</i> .....	59
<i>General Job Descriptions</i> .....	61
<i>Journeyist</i> .....	61
<i>A-Level Mechanic/Technician</i> .....	61
<i>Mechanic/Technician</i> .....	62
<i>Helper/TVT</i> .....	62
<i>Service Employee</i> .....	63
Arbitration: Subcontracting Out Shop Janitor Work December 21, 2011	
Arbitration: Subcontracting Out TRAX Service Employee's Duties January 13, 2013	
Arbitration: Facilities Bidding January 31, 2014	
<b>ARTICLE 50: MAINTENANCE PROMOTIONS AND POSITION BIDDING</b> .....	<b>63</b>
<i>Maintenance Bid Schedule</i> .....	63
<i>Filling a Vacancy</i> .....	63
<i>New Maintenance Job</i> .....	63
<i>48 Hour Minimum Posting</i> .....	64
<i>Facilities and Parts Positions</i> .....	64
<i>Lateral Transfers</i> .....	64
<i>Selection Process</i> .....	64
<i>Minimum Qualifications</i> .....	64
<i>Reasonable Trial Period</i> .....	64
<i>Journeyist Positions</i> .....	64
Arbitration: Non-Selection of John Webster September 19, 1994	
Arbitration: Subcontracting Out TRAX Service Employee's Duties January 13, 2013	
Arbitration: Facilities Bidding January 31, 2014	
<b>ARTICLE 51: MAINTENANCE HOURS OF WORK</b> .....	<b>64</b>
<i>Day of Work</i> .....	64
<i>Days Off</i> .....	65
<i>Holiday</i> .....	65
Arbitration: Maintenance Holiday Pay November 9, 1983	
Arbitration: Facilities Bidding January 31, 2014	
<b>ARTICLE 52: OVERTIME FOR MAINTENANCE</b> .....	<b>65</b>
<i>Work Performed in Excess of Eight Hours per Day</i> .....	65
<i>Work Required on a Regular Scheduled Day Off</i> .....	65
<i>Trading Days Off</i> .....	65
<b>ARTICLE 53: CALL-OUTS FOR MAINTENANCE</b> .....	<b>65</b>
<i>Minimum of Three Hours</i> .....	65

<i>Personal Contact Device</i> .....	65
<i>Holiday Assignments</i> .....	65
<b>ARTICLE 54: TEMPORARY TRANSFERS, MAINTENANCE</b> .....	<b>66</b>
<i>Temporarily Transferred</i> .....	66
<i>Pay</i> .....	66
<i>Travel</i> .....	66
<i>Allowance</i> .....	66
Arbitration: Facilities Bidding January 31, 2014	
<b>ARTICLE 55: EQUIPMENT AND TOOLS</b> .....	<b>67</b>
<i>Lockers</i> .....	67
<i>Safety Glasses</i> .....	67
<i>Protective Clothing</i> .....	67
<i>Tools</i> .....	67
<i>Allowance</i> .....	67
<i>Carry Over</i> .....	67
<b>SECTION IV: PARTS EMPLOYEES</b> .....	<b>68</b>
<b>ARTICLE 56: WAGES AND CONDITIONS</b> .....	<b>68</b>
<i>Promotions</i> .....	68
<i>Hours</i> .....	68
<i>Overtime</i> .....	68
<i>Temporary Transfers</i> .....	68
<i>Safety Glasses</i> .....	68
<i>Coveralls, Pants, Shirts and Jackets</i> .....	68
<i>Annual Bid</i> .....	68
<b>ARTICLE 57: CLASSIFICATIONS</b> .....	<b>68</b>
<i>Parts Clerk</i> .....	68
<i>Parts Courier</i> .....	68
<b>SECTION V: RAIL MAINTENANCE</b> .....	<b>69</b>
<b>ARTICLE 58: RAIL MAINTENANCE CLASSIFICATIONS</b> .....	<b>69</b>
<i>Electromechanic</i> .....	69
<i>Coach Technician</i> .....	69
<i>Line and Signal Technician</i> .....	69
<i>Rail Service Employee</i> .....	69
<i>Study Materials</i> .....	69
Arbitration: Subcontracting Out TRAX Service Employee's Duties January 13, 2013	
Arbitration: Facilities Bidding January 31, 2014	
<b>ARTICLE 59: RAIL MAINTENANCE QUALIFICATIONS</b> .....	<b>69</b>
<i>Applicant Qualifying Examinations</i> .....	69
<i>Eligibility List</i> .....	69
<i>Notification for Testing</i> .....	69
<i>Compensation</i> .....	69
<i>Declining a Position</i> .....	69
<i>Electromechanic/Line &amp; Signal Technician Qualification Training Program</i> .....	70
<i>Training Program</i> .....	70
<i>Individual Learning Program Agreement</i> .....	70
<i>Grades</i> .....	70
<i>Skipping a Semester</i> .....	70
<i>Admission</i> .....	71
<i>Line &amp; Signal Technician Qualifications</i> .....	71

<i>Journeyist Level Qualifications</i> .....	71
<b>ARTICLE 60: CRAFT TRAINING PAY RATES</b> .....	<b>71</b>
<i>Electromechanic, Coach Technician, or Line and Signal Technician</i> .....	71
<i>Craft Training</i> .....	71
<i>Assignment of Shifts</i> .....	72
<b>ARTICLE 61: RETURNING TO PREVIOUS POSITIONS</b> .....	<b>72</b>
<i>Electromechanic, Coach Technician, or Line and Signal Technician</i> .....	72
<i>Bidding Out of Rail Classification</i> .....	72
<b>SECTION VI</b> .....	<b>72</b>
<b>ARTICLE 62: WARRANTY</b> .....	<b>72</b>
Arbitration: Miss-Out Policy July 9, 1981	
Arbitration: Vacation Accrual October 8, 1987	
Arbitration: Non-Selection of John Webster September 19, 1994	
Arbitration: Arnold Jenkins "BYU Flyer" August 28, 1995	
Arbitration: Bert Wink Miss-Out December 15, 2000	
<b>SCHEDULE A WAGE RATES</b> .....	<b>74</b>
<b>SIDE LETTERS</b> .....	<b>75</b>
<b>SIDE LETTER NO. 1</b> .....	<b>76</b>
<i>Maintenance Special Campaign Positions</i> .....	76
<b>SIDE LETTER NO. 2</b> .....	<b>77</b>
<i>BYU Flyer Service</i> .....	77
<b>SIDE LETTER NO. 3</b> .....	<b>79</b>
<i>Apprenticeship Agreement</i> .....	79
<b>SIDE LETTER NO. 3.1</b> .....	<b>94</b>
<i>Grandfathered Career Ladder</i> .....	94
<b>SIDE LETTER NO. 4</b> .....	<b>95</b>
<i>Facilities Maintenance Apprenticeship Agreement</i> .....	95
<b>SIDE LETTER NO. 5</b> .....	<b>98</b>
<i>Diesel Mechanic Scholarship Agreement</i> .....	98
<b>SIDE LETTER NO. 6</b> .....	<b>100</b>
<i>Drug And Alcohol Testing</i> .....	100
Arbitration: Silvia Sherwood October 16, 1989	
Arbitration: Steve Mattingly February 1, 1993	
<b>SIDE LETTER NO. 7</b> .....	<b>107</b>
<i>Parts Clerk Wage Increase</i> .....	107
<b>SIDE LETTER NO. 8</b> .....	<b>108</b>
<i>Lateral Transfers and Shift Bids for Transit Vehicle Technicians</i> .....	108
<b>SIDE LETTER NO. 9</b> .....	<b>109</b>
<i>Operators Trading Shifts</i> .....	109

<b>SIDE LETTER NO. 10</b> .....	<b>110</b>
<i>Protective Footware for FrontRunner Operators</i> .....	<i>110</i>
<b>SIDE LETTER NO. 11</b> .....	<b>111</b>
<i>TRAX Operator External Hires - Transfers</i> .....	<i>111</i>
<b>SIDE LETTER NO. 12</b> .....	<b>112</b>
<i>Transit ASE Certification Pay for Bus Journeyist and A-Level Mechanics</i> .....	<i>112</i>
<b>SIDE LETTER NO. 13</b> .....	<b>113</b>
<i>Body Shop ASE Certification Pay for Body Shop Journeyist and Body Shop A-Level Mechanics</i> .....	<i>113</i>
<b>SIDE LETTER NO. 14</b> .....	<b>114</b>
<i>Premium Pay Program for Line &amp; Signal Technicians</i> .....	<i>114</i>
<b>SIDE LETTER NO. 15</b> .....	<b>116</b>
<i>Flexible Route/Route Deviation for Salt Lake County</i> .....	<i>117</i>
<b>SIDE LETTER NO. 16</b> .....	<b>117</b>
<i>Park City Connector</i> .....	<i>117</i>
<b>SIDE LETTER NO. 17</b> .....	<b>119</b>
<i>Facilities Equipment Repair Technician Position</i> .....	<i>119</i>
<b>SIDE LETTER NO. 18</b> .....	<b>121</b>
<i>Change Day/Work Schedule Review Process</i> .....	<i>121</i>
<b>SIDE LETTER NO. 19</b> .....	<b>123</b>
<i>FrontRunner Operator Decertification with Pay</i> .....	<i>123</i>
<b>SIDE LETTER NO. 20</b> .....	<b>125</b>
<i>Commuter Rail Locomotive Maintenance Transition</i> .....	<i>125</i>
<b>SIDE LETTER NO. 21</b> .....	<b>126</b>
<i>Ratification Signing Bonus</i> .....	<i>126</i>
<b>SIDE LETTER NO. 22</b> .....	<b>127</b>
<i>Maintenance Internship Pilot Program</i> .....	<i>127</i>
<b>SIDE LETTER NO. 23</b> .....	<b>129</b>
<i>Operator Working Conditions Committee</i> .....	<i>129</i>
<b>SIDE LETTER NO. 24</b> .....	<b>131</b>
<i>CarHere Clinic Renewal</i> .....	<i>131</i>

1 COLLECTIVE BARGAINING AGREEMENT  
2 BETWEEN  
3 UTAH TRANSIT AUTHORITY AND  
4 AMALGAMATED TRANSIT UNION, LOCAL 382  
5

6 SECTION I: GENERAL PROVISIONS

7 ARTICLE 1: DURATION OF AGREEMENT

8 The Agreement is effective, December 11, 2019 and continues in full force and effect  
9 through December 10, 2022, and from year to year thereafter unless either party shall give  
10 notice of a desire to terminate or modify the Agreement not less than 60 days prior to such  
11 expiration date or its anniversary.

12 ARTICLE 2: UNION RECOGNITION

13 The Utah Transit Authority (“UTA”) recognizes the Union as the sole and exclusive  
14 collective bargaining agent for all bus, TRAX, and FrontRunner Operators (except worker  
15 service operators as defined in Article 42), Parts and Maintenance employees of UTA.

16 Union representatives designated in writing shall be permitted to transact Union  
17 business on the premises of UTA during working hours with management personnel or with  
18 bargaining unit employees who can be and are relieved from duty. No representative shall  
19 interfere with or delay any employee at work. Union representatives shall not neglect any  
20 work for UTA unless officially relieved of duty. Twenty-four hours advance notice shall be  
21 given when possible, in any case at least one hour notice shall be given or by 5:00 a.m. if the  
22 employee is required to report before 6:00 a.m.

23 Concerning any committee created by UTA dealing with the terms and conditions of  
24 employment and which is comprised in part of bargaining unit personnel, the Union shall  
25 appoint all the bargaining unit members of such committee within a reasonable time. No

1 committee shall be empowered to alter the terms of this Agreement. This paragraph shall not  
2 prevent management from meeting with employees from time to time.

3 ARTICLE 3: RECOGNITION OF MANAGEMENT

4 The Union recognizes that UTA shall continue to have and to exercise exclusive rights  
5 to set policy; to manage the business; to determine qualifications for employment; to select all  
6 personnel; to determine the size of the work force; to make and enforce reasonable rules and  
7 regulations governing the operation of the business and the conduct of its employees; and to  
8 otherwise exercise full control except as limited by the express terms of this Agreement.

9 ARTICLE 4: EMPLOYEE COOPERATION AND NON-DISCRIMINATION

10 Employees shall work to the best interests of UTA. They shall be efficient, operate and  
11 handle vehicles and equipment carefully and with utmost regard for passengers' safety, for  
12 equipment, and for the public. They shall be courteous and respectful to the public and shall  
13 maintain a clean and neat appearance.

14 There shall be no discrimination by UTA, the Union, or any employee against any other  
15 employee as prohibited by law, because of race, color, religion, creed, sex, age, or national  
16 origin.

17 ARTICLE 5: NO STRIKES OR LOCK-OUTS

18 Neither the Union nor its members shall engage in any strikes, nor shall UTA engage  
19 in any lockouts during the term of this Agreement.

20 ARTICLE 6: ADMINISTRATION OF THE AGREEMENT

21 Any business necessary to administer this Agreement shall be between designated  
22 representatives of UTA and of the Union or the International Union.

23 Before either party makes public any matter relating to issues covered by this

1 Agreement, the local Union President and the Director, HR Services & Labor Relations shall  
2 meet together in person to discuss such matter. If no mutual resolution is reached, the parties  
3 shall defer contact with the public for 24 hours.

#### 4 ARTICLE 7: PROBATIONARY PERIOD

5 A. All new Operations and Parts employees shall be on probation until they have  
6 worked 90 shifts. All new Maintenance employees shall be on probation until they have  
7 worked 105 shifts. During such periods UTA is the sole judge of ability, competency, fitness  
8 and qualifications to perform work. This judgment shall not be subject to the grievance or  
9 arbitration procedure. Otherwise the Union shall have the right to represent the employee.  
10 Upon completion of the probationary period, the employee shall have seniority back to the date  
11 of employment, and if two or more employees begin work on the same day, their place on the  
12 seniority list shall be determined by lot.

13 B. Employees who complete the probationary period in one department and later  
14 transfer to another department shall be considered to have completed the probationary period  
15 set forth in this Article for the purposes of termination of employment, but shall be considered  
16 probationary employees for the first 60 shifts worked in the new department for the purposes  
17 of transfer back to their previous department. Employees may be transferred back to their  
18 original department during the first 60 shifts worked in a new department for any reason and  
19 such transfer will not be subject to grievance or arbitration.

20 During an employee's new hire probationary period the employee may not bid out of  
21 such employee's department. If, during an employee's new hire probationary period, such  
22 employee is awarded a bid to a different shift, a different division, a different craft or a position  
23 which constitutes a promotion, such employee's probationary period shall begin anew, less a

1 credit for one-half of the probationary shifts already worked. This shall not affect the 30-shift  
2 evaluation period under Article 50 of the Agreement.

3 ARTICLE 8: SENIORITY

4 Employees are credited with system-wide seniority in one of three departments:  
5 Operations, Parts, or Maintenance. For operators with Regular status on or before December  
6 10, 1985, seniority shall be governed by the seniority list posted on that date. For all other  
7 operators, seniority shall be governed by date of hire. The maintenance list shall be posted in  
8 each maintenance area. The operators list shall be posted near the dispatch area or in the driver  
9 train room. The Parts list shall be posted in the Parts areas. Lists shall be updated as needed.  
10 A copy shall be furnished to the Union. Seniority shall be deemed correct if not protested  
11 within 30 days after the first incorrect posting.

12 An employee who transfers from one department to another shall continue to accrue  
13 seniority in the former department until the employee completes a period of 60 shifts worked  
14 in the new department. Upon completion of such period, the transfer shall be considered  
15 permanent and seniority in the former department shall be retained up to the date the position  
16 was awarded but shall not thereafter accumulate. Seniority in the new department shall  
17 commence as of the initial date of award. However, departmental seniority between employees  
18 who are awarded a position from the same job posting in the same new department will be  
19 governed by their original date of hire into the bargaining unit.

20 Any employee accepting full time Union office shall retain and accumulate seniority  
21 during the period of such service. Any employee who accepts a position outside the bargaining  
22 unit after working in a position within the bargaining unit, will continue to accumulate seniority  
23 in the bargaining unit for a period of 90 days. Upon completion of the 90 day period, seniority

1 in the bargaining unit will be retained up to the date of transfer but will not thereafter continue  
2 to accumulate. Upon returning to the bargaining unit the employee shall return to the  
3 employee's original classification and may exercise seniority to take the least senior available  
4 assignment or regular run but otherwise shall bid for assignment on the next regular Change  
5 Day or bid day.

6 Seniority continues to accumulate during any layoff or approved leave of absence such  
7 as for sickness or injury. Time on leave is not considered time worked for any purpose except  
8 accumulation of seniority.

9 Seniority shall be lost whenever the employee quits; is discharged for just cause; retires;  
10 or fails to return to work within five work days after the end of a leave of absence or the receipt  
11 of notice of recall from a layoff.

#### 12 ARTICLE 9: LAYOFFS AND RECALLS

13 A five day advance notice of necessary lay-offs shall be given. Regular force  
14 reductions shall be in the reverse order of departmental seniority. As classifications are  
15 reduced, a senior employee facing lay-off, may within five days, displace a junior employee in  
16 a lower classification. Any displaced employee shall have the same privilege unless prevented  
17 from doing so by sickness or leave of absence.

18 When regular forces of operators, parts or maintenance employees are increased, laid  
19 off employees of UTA in the classification being increased shall be offered reemployment in  
20 the reverse order in which they were laid off.

21 Displaced operators, parts or maintenance employees shall have the opportunity to  
22 return to their previous classification for a period not to exceed two (2) years from the effective  
23 date of their displacement.

1 Employees on lay-off must keep UTA and the Union supplied with their correct  
2 address. A notice of recall may be made by UTA by personal contact or by telephone. If  
3 unable to be contacted, the individual shall be notified by certified letter sent to the last known  
4 address in accordance with Article 32. A list of those notified of recall shall be furnished to  
5 the Union.

6 ARTICLE 10: EMPLOYEES' PERSONNEL RECORDS

7 No complaint shall be entered in any employee's record unless a copy is given to the  
8 employee by UTA and a copy is sent to the Union. Unverifiable complaints shall not be  
9 included in an employee's personnel file.

10 Written notations in an employee's records of more than 12 months duration will not  
11 be considered against the employee in matters of discipline or discharge.

12 Employees may examine their own personnel files and obtain copies of any complaint  
13 therein and may furnish copies to the Union or by written consent authorize the Union to  
14 examine the employee's personnel records. Oral warnings or requests for improvement may  
15 be given but, if added to personnel files, must be confirmed in writing as above.

16 All employees must report immediately in writing any revocation of their drivers  
17 license.

18 Revocation of any employee's commercial drivers license shall not constitute sole  
19 reason for discharge provided, however, any employee whose license is revoked a second time  
20 in any five year period shall be subject to discharge. An employee whose license is revoked,  
21 and who is not discharged for other reasons, shall be granted a leave of absence.

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ARTICLE 11: NOTICE OF DISCIPLINE

Employees shall be advised of any discipline or charges within 11 calendar days after the General Manager of UTA or its designees have knowledge of any alleged violation of UTA rules or other offenses. Oral warnings may be given, or the employee shall be furnished a written statement of the offense or discipline. The written statement shall include a description of the actions or behavior in which the employee is alleged to have engaged. Such statement shall be sufficiently precise and complete so that the employee may be able to identify the actions or behavior to which reference is made. For the purposes of this Article, persons who have been retained to monitor service and performance shall be deemed designees of the General Manager. Also, with respect to discipline for chargeable accidents, the time period under this Article shall commence to run when the Accident Review Committee’s report is received and time-stamped in the Claims Unit Office of UTA. A copy of the time-stamped report shall be furnished to the Union. UTA will not arbitrarily or randomly view any type of video recordings or live feed video for the sole purpose of finding misconduct, issuing discipline or monitoring individual performance. Random means without specific dates, times or incident.

ARTICLE 12: SUSPENSION OR DISCHARGE

A prompt review shall be made in any situation where discharge or other discipline is contemplated or has been administered, provided request for such review is made in writing to the Labor Relations Office within 11 calendar days following notice by UTA to the Union that discharge or discipline may be involved. If no request is made to UTA within that time, and the discharge or discipline is administered by UTA, such action by UTA shall be deemed final by all concerned. If UTA has not yet imposed discipline prior to the preliminary hearing or

1 Peer Review below, UTA shall delay such discipline until after the preliminary hearing or Peer  
2 Review is held and a decision is rendered.

3           Within seven calendar days after the receipt of the request for discipline review, the  
4 matter shall be submitted to the Grievance Resolution Committee (herein, the “GRC”) which  
5 shall attempt to settle the matter by using a Collaborative process. The GRC shall consist of  
6 two members appointed by the Union President and two members appointed by UTA. If the  
7 matter is not settled by the GRC within 14 calendar days after the request for discipline review,  
8 the Union may request that the discharge or discipline be reviewed under either the Preliminary  
9 Hearing Option or the Peer Review Option set forth below.

10           Preliminary Hearing Option. If the Union timely seeks a review of the discharge or  
11 other discipline under this Preliminary Hearing Option, UTA shall promptly designate  
12 someone to conduct a preliminary hearing to be held within seven calendar days after the  
13 request for review. At such hearing, the employee, the Union, and others may present any  
14 relevant facts and evidence. Persons who have been retained by UTA to monitor performance  
15 and service shall be made available in person or by telephone to provide testimony and respond  
16 to questioning at the hearing. Within seven calendar days after the hearing, UTA shall notify  
17 the employee and the Union that the discipline has been rescinded, modified, or sustained. If  
18 the Union is not satisfied with the decision under the Preliminary Hearing Option, the Union  
19 may request arbitration under Article 14, provided such request is made within 21 calendar  
20 days after receipt of the decision of the hearing officer. The selected arbitrator shall review the  
21 same facts and evidence as were presented in the first hearing together with any new facts and  
22 evidence subsequently discovered and promptly brought to the attention of the other party and  
23 shall then either sustain, modify or rescind the discipline, with or without back pay as deemed

1 justified by the facts and evidence.

2 If either party fails to meet the above time limits, the other party may automatically  
3 move the matter to the next step in the procedure or arbitration. If a matter is not appealed by  
4 the Union to the next step in a timely manner, it shall be deemed resolved on the basis of the  
5 last answer; provided, however, that if UTA fails to meet any of the time deadlines and the  
6 Union carries the matter to the next step, UTA shall pay to the Union a penalty of \$400.00.

7

### 8 ARTICLE 13: PROCEDURE FOR GRIEVANCES

9 The term "grievance", shall mean a complaint and/or dispute by the Union and/or  
10 employee concerning the proper interpretation or application of any provision of this  
11 Agreement.

12 FIRST STEP: All grievances should first be discussed with the immediate  
13 supervisor who should be advised of the particular section of the Agreement that is involved.  
14 The Union and UTA agree that it is in the best interest of all parties to settle the dispute at this  
15 stage. If not resolved in that discussion, or if other circumstances warrant, the Union or the  
16 employee may fill out a grievance form provided by UTA. The grievance form must be  
17 submitted in writing to the Labor Relations Office within 11 calendar days after the incident  
18 giving rise to the grievance is known to exist. Grievances in the Mount Ogden and Timpanogos  
19 Business Units may be filed with the Regional General Manager's office.

20 STEP TWO: Within seven calendar days following the filing of a grievance,  
21 the Labor Relations Office will investigate the facts and evidence giving rise to the grievance  
22 and shall give to the Union a written answer to the grievance.

23 STEP THREE: If the grievance is not satisfactorily resolved by the Step Two



1 be selected from a panel of names provided by the Federal Mediation and Conciliation Service.  
2 The parties will select from the panel by alternately striking names from the panel with the  
3 first strike made by the party who, on the prior selection of an arbitrator, did not make the first  
4 strike. Extensions of up to seven calendar days may be granted for either party if written or  
5 verbal request is made within 48 hours of the original deadline. If the Union fails timely to  
6 select an arbitrator, the grievance shall be deemed withdrawn.

7 Both parties shall reduce to writing their agreed positions with respect to facts,  
8 evidence, and issues, and any disputed facts, evidence or issues. In discipline or discharge  
9 cases, no transcripts or post-hearing briefs shall be used unless requested by the Union, and  
10 the decision of the arbitrator shall be rendered within five calendar days. In other cases,  
11 transcripts and post-hearing briefs may be omitted by mutual agreement, and a time limit for  
12 decision may be set by mutual agreement.

13 The arbitrator shall have no power to change this Agreement nor to impose any terms  
14 or conditions the arbitrator might think the parties should have agreed upon. The arbitrator's  
15 power is limited to finding the facts and to applying the terms of this Agreement to those facts.  
16 The Union and UTA shall equally share the expense and charges of the arbitrator. The decision  
17 of the arbitrator shall be final and binding upon all parties.

#### 18 ARTICLE 15: LEAVES OF ABSENCE

19 A. Leaves of absence without pay or fringe benefits shall be granted for good and  
20 sufficient reasons for periods of up to 90 days. All leaves of absence must be approved in  
21 writing before commencing such leave. UTA may refuse to grant leaves of absence for good  
22 cause, but will not arbitrarily refuse leaves. Leaves longer than 90 days must be approved by  
23 both UTA and the Union, except for military leave, which shall be granted in accordance with

1 applicable laws.

2 B. Employees elected or appointed to full-time Union office shall be granted leave  
3 of absence.

4 C. Employees returning from leaves of absence, less than a cumulative duration of  
5 12 months, shall return to their original classification and may exercise seniority to take the  
6 least senior shift or regular run but otherwise shall bid for assignment on the next regular  
7 Change Day or bid day, except in the case of employees who exceed 12 months non-renewable  
8 leave but who are able to return prior to the expiration of their leave. In such case, the employee  
9 may bid on open positions for which they qualify. If their previous position is no longer open,  
10 the employee may bid on other open positions for which they qualify or may continue on leave  
11 until such position is available. Time on leave is not considered time worked for any purpose  
12 except seniority, which continues to accumulate during leaves of less than 90 days, military  
13 leaves or leaves longer than 90 days as approved by both parties, essentially for long-term  
14 illness.

15  
16 D. Employees who are eligible for and have enrolled in the medical insurance  
17 program, and who take a leave of absence from UTA, and who waive benefit coverage while  
18 on a leave, will be reinstated to the insurance program on the first day of the month following  
19 their return to work, provided they have given UTA at least 30 days' advance notice of their  
20 return from leave of absence and they actually return on the specified day. Employees who  
21 fail to give at least 30 days' notice but who return to work on or before the 15th of the month  
22 will be reinstated to the insurance plan on the first day of the next following month. Employees  
23 who fail to give at least 30 days' notice and who return to work after the 15th of the month will

1 be reinstated to the insurance plan on the first day of the second following month.

2 E. Parental leave will be provided to full time Bargaining Unit Employees who  
3 have completed 12 months of employment prior to the birth, adoption or placement of a child  
4 in order to care for and bond with a newborn or newly adopted or newly placed child. Parental  
5 Leave shall run concurrently with any Family and Medical Leave (FML) available to the  
6 employee. This includes four (4) weeks of approved paid Parental Leave to be taken within  
7 six-months (6) immediately following the birth, adoption, or placement of a child with the  
8 employee. Employees will not receive more than four weeks of paid Parental Leave within a  
9 rolling 12 month period. If both parents are employed by UTA, they are entitled to a combined  
10 four (4) weeks of Parental Leave. Employees must take Parental Leave in one continuous  
11 period. Employees will not be paid for unused Parental Leave at the time they leave  
12 employment with UTA. If a Holiday occurs while an employee is on Parental Leave, such day  
13 will be charged to holiday pay such holiday pay will not extend the total length of paid Parental  
14 Leave.

15 ARTICLE 16: JURY DUTY LEAVE

16 Employees shall be entitled to leave for jury duty and shall be compensated for loss of  
17 any straight-time pay, less any amount received for such jury service. If not selected to serve  
18 or released from jury duty, employees shall immediately notify the supervisor that they are  
19 available for work. Copy of summons and amount of pay for jury service shall be provided by  
20 the employee.

21 ARTICLE 17: COURT ATTENDANCE

22 Employees who witness but are not involved in an accident while on duty, and as a  
23 result are required to make a report of the accident to UTA and who are later required to attend

1 court, or employees required by a subpoena issued at the request of UTA or its designated  
2 agent to appear in court as witnesses shall be paid the difference between straight-time pay  
3 they would have received and any amount paid for such court appearance. Employees who  
4 would not be working shall be paid at straight-time for the time required to be at court.  
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ARTICLE 18: PERSONAL TIME

Regular attendance is expected of every employee.

A. Accrual of Personal Time.

Each full-time employee will accrue 7.33 hours of Personal Time for each full month of service. Of those 7.33 hours, six hours will be deposited by UTA in each employee's Personal Time Account and 1.33 hours will be deposited by UTA in each employee's retiree medical account as set forth in Section C of this Article.

B. Use.

An employee may use accrued and available Personal Time for any purpose, subject to the limitations of this Section B.

An employee may request Personal Time from the employee's manager, supervisor, or the on-duty dispatch supervisor. An employee may take the requested Personal Time only if the request has been approved by the manager, supervisor, or on-duty dispatch supervisor. Personal Time will be approved on a first-come, first-serve basis according to staffing needs for the requested day or period of time. The operations manager of each division will set aside daily time off slots for the use of Personal Time, Floating Holidays, and Single Day Vacation, equivalent to at least 4% of the Operators in the division, in addition to the meet and confer process set forth in Article 21.

An employee may use accrued and available Personal Time in partial days of no less than two hours. However, the parties recognize that employees may be required to take more than the requested hours if UTA is unable to establish a reasonable break in the requesting employee's schedule.

An employee will receive Personal Time pay equivalent to the actual scheduled time

1 not worked, up to eight hours per day, except that in the case of an employee normally  
2 scheduled to work a four day/ten hour schedule, up to ten hours per day. An employee will  
3 not be paid Personal Time during a period when the employee is paid for any other paid leave,  
4 such as bereavement, short-term disability, and vacation.

5 An employee will use Personal Time only after providing advance notice to UTA of  
6 not more than 12 months before the day or period of time that the Personal Time will be taken,  
7 and not later than noon on the day before the Personal Time will be taken, except in the case  
8 of unforeseen illness or emergency. If an employee uses Personal Time because of unforeseen  
9 illness or emergency three times in a 12-month period, then UTA may require the employee to  
10 verify any subsequent unforeseen illness or emergency for which Personal Time is used within  
11 the same 12-month period.

12 An employee who has requested, and received approval for, Personal Time may request  
13 the cancellation of that scheduled Personal Time. In Operations, if the employee requests  
14 cancellation of the Personal Time before 1:00 p.m. on the day before the scheduled Personal  
15 Time, the employee will perform the employee's scheduled work. If the employee does not  
16 request the cancellation before 1:00 p.m. on the day before the scheduled Personal Time, UTA  
17 may reassign the employee based on work that is or becomes available.

18 C. Retiree Medical Account Program

- 19 1. All Bargaining Unit employees who are eligible to participate in the pension  
20 plan will also be eligible to participate in the Retiree Medical Account Program.
- 21 2. The program will be designed as either a Voluntary Employee Benefit  
22 Association (VEBA) or Integral Part Trust, as allowed under IRS regulations,  
23 private letter rulings, and other applicable federal laws, regulations, and

1 guidance.

2 3. All costs for the program administration will be paid from the program assets.

3 4. Retiree medical savings will be maintained in a trust with individual accounts.

4 Investments will be directed by employees among choices determined by UTA  
5 and the Union.

6 5. Employees will become fully vested in their Retiree Medical Account balances  
7 upon reaching five years of service, with no vesting prior.

8 6. Vested Retiree Medical Account moneys may be withdrawn upon separation  
9 from UTA for qualified medical expenses.

10 7. Any terms of this agreement that are found to be in violation of IRS regulations  
11 or other applicable law will be renegotiated by the parties.

12 D. Conversion to Retiree Medical Account.

13 UTA will transfer any hours over 900 in an employee's Personal Time Account into  
14 the employee's Retiree Medical Account, as those hours over 900 accrue.

15 Any hours converted to an employee's Retiree Medical Account under this Section D  
16 will be subject to the following vesting schedule:

17 1. Employees with less than five years of service will not be vested in their Retiree  
18 Medical Accounts.

19 2. Employees with at least five years of service will be 100% vested in all of their  
20 Retiree Medical Account balances.

21 Any Personal Time hours remaining in an employee's Personal Time Account upon  
22 the employee's retirement from UTA, will be transferred to the employee's Retiree Medical  
23 Account.

1 E. Serious Illness Account.

2 Employees who have a Serious Illness Account may use any hours in their Serious  
3 Illness Account for pay protection if:

4 1. (a) the employee has been unable to work for 40 consecutive work hours  
5 because the employee has a serious health condition (as defined by the Family  
6 and Medical Leave Act of 1993), and (b) the employee used any accrued and  
7 available Personal Time during those 40 consecutive work hours, in which  
8 event the employee may use hours available in the Serious Illness Account after  
9 that 40th hour for the continuing absence incurred because of that serious health  
10 condition; or

11 2. (a) the employee used Serious Illness Account hours under the above  
12 subsection (1) and, within twelve months after the employee began using hours  
13 under that subsection, the employee is subsequently unable to work because of  
14 the same serious health condition that allowed the employee to use such hours  
15 under that subsection, and (b) the employee has exhausted all Personal Time,  
16 in which event the employee may use hours available in the Serious Illness  
17 Account for the same serious health condition.

18 The sole purpose of hours in an employee's Serious Illness Account is to protect  
19 employees from excessive pay losses during times when serious illness will not permit the  
20 employee to work. Hours in an employee's Serious Illness Account may not be converted to  
21 terminal pay or other types of payment, except: (1) in the case of an employee who was fully  
22 pension vested as of December 31, 2004, any unused hours remaining in the employee's  
23 Serious Illness Account on the date of the employee's retirement from UTA will be transferred

1 to the employee’s Retiree Medical Account before that date and (2) as allowed under Section  
2 G.

3 An employee will receive the pay equivalent of one hour of straight-time pay for each  
4 hour of sick leave used under the Serious Illness Account, up to eight hours per day, except in  
5 the case of an employee normally scheduled to work a four- day ten- hour schedule, up to ten  
6 hours per day. An employee will not be paid for sick leave under that Account during a period  
7 when the employee is paid for other paid leaves, such as bereavement, short-term disability,  
8 and vacation.

9 F. Notice of Accrual.

10 UTA will include in each employee’s paycheck notice of the unused hours in the  
11 employee’s Personal Time Account and Serious Illness Account.

12 G. Survivor Distribution.

13 In the event that an employee passes away, UTA will pay up to 240 hours of the  
14 employee’s accumulated and unused Personal Time hours to the employee’s beneficiary. If  
15 the employee’s accrued Personal Time hours as of the date of death are less than 240, UTA  
16 will pay up to a combined 240 hours of the employee’s Personal Time and Serious Illness  
17 Account hours.

18 ARTICLE 19: BEREAVEMENT LEAVE

19 Employees may use Bereavement Leave associated with the death of an “immediate  
20 Family Member” without loss of pay for a maximum of three (3) working days per instance of  
21 death.

22 a. Extra Time. If more than three (3) days is needed due to travel time or  
23 extenuating circumstances, an employee may use accrued Vacation,

1                   Personal Time, or unpaid time off, if approved.

2                   b. Immediate Family. For the purposes of Bereavement Leave, “Immediate  
3                   Family Member” means parents, step-parents, parents-in-law, spouse, children,  
4                   foster children, step-children, grandchildren, brothers, sisters, grandparents,  
5                   step-brothers, step-sisters, brothers-in-law, sisters-in-law, sons-in-law, and  
6                   daughters-in-law. Employees regularly scheduled to work a four-day ten-hour  
7                   schedule shall receive Bereavement Leave at the rate of ten hours per day.

8                   ARTICLE 20: PHYSICAL EXAMINATIONS

9                   When UTA solicits proposals for the Occupational Medical Provider (OMP), the ATU  
10                  can appoint one person to participate on the Request for Proposal selection process. At least  
11                  two times per year, UTA will meet with ATU to discuss OMP performance, at least one  
12                  meeting will include the OMP. UTA may require any employee to submit to a physical  
13                  examination by a physician selected and paid by UTA. An employee found to have physical  
14                  or mental problems shall agree to have the problem properly treated and corrected if of a  
15                  curable nature. If the physician certifies this can be safely done while the employee continues  
16                  working, the employee may do so. If a leave of absence is required for treatment, leave shall  
17                  be granted until the physician certifies the employee is again fit for duty. UTA shall be kept  
18                  informed of progress of treatment at least once every 30 days. If declared unfit for duty, an  
19                  employee may at his or her own expense, obtain a comparable physical examination and  
20                  opinion from a physician of his or her own choosing. If the two opinions conflict, the two  
21                  physicians shall select a third physician who shall examine the employee and give a final and  
22                  binding opinion. The expense of the third physician shall be paid equally by UTA and the  
23                  Union. An employee declared unfit for service who has completed five or more years of

1 service shall be given a non-renewable leave of absence for a period not to exceed 12 months.  
2 An employee declared unfit for service who has completed 15 years of service shall have an  
3 additional three months of non-renewable leave added to their non-renewable leave balance.  
4 An employee declared unfit for service who has completed 25 or more years of service shall  
5 have additional six months of non-renewable leave added to their non-renewable leave balance.  
6 All non-renewable leave is cumulative over the course of the employee's employment with  
7 UTA. For the purpose of calculating non-renewable leaves, an employee's absences prior to  
8 January 1, 2000 will not count towards the cumulative total.

9 ARTICLE 21: VACATIONS

10 1. Vacation. Employees are entitled to five days of paid vacation during their first year  
11 of service; 10 days of paid vacation after one year of service; 12 days of paid vacation after  
12 five years of service; 15 days of paid vacation after seven years of service; 20 days of paid  
13 vacation with the option of taking either 15 or 20 days after 14 years of service; and 25 days  
14 of paid vacation after 25 years of service. Service is calculated from date of employment.

15 Maintenance and Parts employees who quit or are terminated or retire shall be paid all  
16 vacation earned by reason of service completed at the time of such separation. Operators who  
17 quit or are terminated or retire shall be paid all vacation earned by reason of service completed  
18 at the time of such separation, on a prorated basis.

19 2. Maintenance and Parts Employees. Maintenance and Parts employees will accrue  
20 vacation each pay period. Maintenance and Parts employees will accrue vacation as long as  
21 they receive compensation from UTA. Compensation from UTA for purposes of vacation  
22 accrual does not include Workers' Compensation payments, Short Term Disability payments,  
23 lump sum payments, or military pay. The maximum vacation leave accrual for Maintenance

1 and Parts Employees is 360 hours. All accrued unused vacation hours over 360 hours will be  
2 dropped from the employees leave balance. Maintenance and Parts employees may use their  
3 accrued vacation once they have completed their probationary period and obtained approval  
4 from their supervisor.

5 3. Operators. During each anniversary year, Operators working 75% or more of his or  
6 her allotted work days shall be entitled to a full vacation. Operators working less than 75% of  
7 the allotted work days receive vacation on a prorated basis.

8 Time for taking vacations, and Floating Holidays as found in Article 22, in Operations  
9 shall be posted and bid with the November-December service bid in all divisions on an annual  
10 basis, with employees choosing preferred time according to seniority. Vacation weeks for  
11 Regular Operators shall be posted for bid by all Regular Operators by seniority, and vacation  
12 weeks for Extra-Board Operators shall be posted for bid by Extra-Board Operators by  
13 seniority. Extra-Board Operators who voluntarily work less than 20 hours per week and who  
14 have grandfathered vacation eligibility shall bid their vacations after all other Extra-Board  
15 Operators. The following weeks shall not be available for bid by Extra-Board Operators unless  
16 such weeks scheduled for bid by Regular Operators were not selected by a Regular Operator:  
17 Weeks containing President's Day, Memorial Day, Independence Day, Pioneer Day, Labor  
18 Day, Thanksgiving Day, Christmas Day, and the opening day of the (rifle) deer hunting season  
19 and the opening day of the (rifle) elk hunting season. When vacation periods become open an  
20 employee may bid for the open time, limited to one bid per vacation year. Vacations will be  
21 scheduled so as to avoid disruption of work, and to minimize inconvenience and expense for  
22 UTA. UTA may give an incentive of eight hours pay to operators who bid and take vacations  
23 during undesirable weeks. If UTA uses this incentive, operators will be informed at the

1 beginning of the vacation bid which weeks will receive the incentive.

2 UTA shall allow operators to request and be paid for unused available vacation.  
3 Operators with two or more weeks of accrued and available vacation, in lieu of time off, may  
4 choose to receive pay in full week increments for all but one week. Operators who have bid a  
5 vacation week, but who then choose to receive pay for such week in lieu of time off, shall be  
6 assigned Extra-Board work during the scheduled week and shall work under Extra-Board  
7 working conditions during that scheduled week.

8 Operators may declare their desire to take up to two weeks of their accrued vacation in  
9 single day increments. Operators may use available single day vacation time in partial days of  
10 no less than two-hour increments. However, the parties recognize that Operators may be  
11 required to take more than the requested hours if UTA is unable to establish a reasonable break  
12 in the Operator's schedule. A request for single day vacation must be made to the dispatcher,  
13 supervisor, or foreman at least 24 hours before the requested day. UTA may waive the 24 hour  
14 notice provision.

15 At the conclusion of each year's vacation bid, UTA and the Union will meet and confer  
16 to determine a reasonable number of operators to be allowed off using Personal Time, Floating  
17 Holidays, and Single Day Vacation in each division on any given day, based on the number of  
18 vacation weeks set aside by operators to be taken in single days. This meet and confer process  
19 will also take into account single days given to new operators and Floating Holidays for eligible  
20 employees. This meet and confer is in addition to the time off percentage set forth in Article  
21 18 section B. The meet and confer will be completed by January 1, this deadline may be  
22 extended by mutual agreement from ATU and UTA. An Operator who has been approved for  
23 an advance-notice personal time day and has declared his or her desire to take one or two weeks

1 of single day vacations and has single day vacation time available shall be allowed to convert  
2 that advance-notice personal time day to a single day vacation day. An employee who elects  
3 to take a one or two weeks of vacation in single days must take the entire week(s) during his  
4 or her anniversary year. UTA agrees that all Operators who declare their desire to take one or  
5 two weeks of their vacation in single day increments shall receive this benefit during his or her  
6 anniversary year.

7 Operators may bid some or all of their single day vacation by seniority in conjunction  
8 with the annual vacation bid. Some number of single day vacation slots each day will be  
9 retained for selection on a first-come-first-served basis, and will not be available for selection  
10 by seniority with the vacation bid. The single day vacations not bid by seniority shall be  
11 selected on a first come first served basis with the selection beginning no sooner than 12  
12 months before such day that is chosen.

13 Regular Operator pay for each week of vacation due shall be computed on the basis of  
14 weekly hours regularly scheduled for the operator at the time of vacation or, for vacation relief  
15 operators, during the last full work week before the vacation. For all other employees, vacation  
16 shall be paid at 40 hours per week.

#### 17 ARTICLE 22: HOLIDAYS

18 New Year's Day, President's Day, Memorial Day, Independence Day, Pioneer Day,  
19 Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day, are paid  
20 holidays. Should one of these holidays fall on a Saturday, it will be observed on the preceding  
21 Friday, except in the case of employees who are regularly scheduled to work on Saturday. In  
22 such case, such employees shall observe the holiday on Saturday. Should one of these holidays  
23 fall on a Sunday, it will be observed on the following Monday, except in the case of employees

1 who are regularly scheduled to work on Sunday. In such case, such employees will observe  
2 the holiday on Sunday.

3 Employees who do not work on the paid holiday shall be paid eight hours at their  
4 regular straight-time rate for such unworked holiday. Employees regularly scheduled to work  
5 a four-day ten-hour schedule shall receive holiday pay at the rate of ten hours per day.

6 Employees who work on the holiday, shall be paid their regular overtime (1.5) hourly  
7 rate plus the pay for the holiday. Employees may, but shall not be required to work two  
8 consecutive holidays within any one 30 day period.

9 To be eligible for any holiday pay, employees must complete their work assignment on  
10 their last scheduled day before and the first scheduled day after the holiday. When employees  
11 are on vacation, the foregoing rule shall not apply, and the holiday pay shall be paid in addition  
12 to vacation pay.

13 Employees are eligible for one floating holiday starting the January after their fifth  
14 anniversary a second floating holiday starting the January after their seventh anniversary and  
15 a third floating holiday starting the January after their twentieth anniversary. Floating  
16 Holidays may be requested not more than 12 months in advance and not later than 24 hours  
17 before the requested day. UTA may waive the 24 hour notice provision on a case by case  
18 basis. Operators may choose to bid the Floating Holidays during the annual vacation bid.  
19 Floating Holidays can only be used in whole day increments. Floating holidays must be  
20 scheduled during the calendar year in which they are received. Employees may choose to  
21 receive pay in full day increments in lieu of time off for Floating Holidays.

22



1           New employees may be started at pay levels up to \$5.00 per hour less than the  
2 minimum rate in Schedule A and shall be advanced \$.50 per hour for each six months of work  
3 completed until they reach the regular wage rate listed in Schedule A. However,  
4 Mechanic/Technician/ Apprentice will follow a separate progression, as indicated in Schedule  
5 A.

6           Senior operators shall be paid \$.25 per hour more than the Regular Operator. A senior  
7 operator is one having three or more years of continuous service. Effective upon ratification of  
8 this Agreement, Senior Flextrans operators having three or more years of continuous service  
9 shall be paid \$.25 per hour in addition to their regular wage.

10           Senior Parts Clerks shall be paid a premium of \$.14 per hour in addition to their regular  
11 rate set forth in Schedule A. A Senior Parts Clerk is one having three or more years of  
12 continuous service as a parts clerk in the parts department.

13           UTA shall pay a shift differential of \$.65 per hour to Maintenance and Parts department  
14 employees only scheduled to work shifts beginning between the hours of 2:00 p.m. and 10:59  
15 p.m. UTA shall pay a shift differential of \$1.00 per hour for Maintenance and Parts employees  
16 whose regular shift starts after 10:59 p.m. and prior to 4:01 a.m. or who has a regular shift of  
17 which 4 hours or more falls between these hours shall receive a shift differential of \$1.00 per  
18 hour.

19           Lead people will be paid \$1.50 per hour more than their regular classification pay rate  
20 for additional leadership responsibilities assigned by UTA.

21           Maintenance employees assigned to train and instruct one or more students, or to retrain  
22 other employees, shall be paid \$2.00 per hour for Maintenance Trainer A and \$1.50 per hour  
23 for Maintenance Trainer B in addition to their regular pay during such training time.



1           Extra-Board and Flextrans Operators who have completed 60 calendar days of service  
2 may voluntarily elect to participate in the insurance plan by enrolling with the Human  
3 Resources Office and making the required monthly employee contributions.

4           UTA shall contribute \$1,175.05 per enrolled employee per month for the period of May  
5 1, 2020 to April 30, 2021. UTA shall contribute \$1,245.55 per enrolled employee per month  
6 for the period of May 1, 2021, through April 30, 2022. UTA shall contribute \$1,326.51 per  
7 enrolled employee per month for the period of May 1, 2022 through the expiration of this  
8 agreement.

9           The amounts contributed by UTA and the employees shall be placed in an account, and  
10 administered by the Joint Insurance Committee. The Joint Insurance Committee shall have  
11 power to invest the funds in treasury bills, bonds, stocks, mutual funds, and other securities  
12 according to lawful standards of prudence and fidelity. All costs of administration of the  
13 insurance plans shall be paid out of the funds in the account; provided, that the costs of the  
14 three UTA members and the three Union members shall be paid by UTA and the Union  
15 respectively. The services provided by UTA's Benefits Specialist shall continue to be provided  
16 at the sole cost of UTA.

17           If during the term of this Agreement, the Joint Insurance Account balance drops below  
18 \$300,000.00, then UTA will contribute to the account the greater of the applicable amount  
19 under this Agreement or the amount it is then contributing, on a composite basis, for insurance  
20 coverage for each administrative employee. If the account is still under \$300,000.00, or if the  
21 amount contributed for administrative employees is less than the amounts set forth above for  
22 bargaining unit employees, then UTA will contribute 75% and employees will contribute 25%  
23 of the amount needed to maintain the account at \$300,000.00. For the purposes of this Article,

1 funds on deposit with a self-insurance administrator shall be deemed to be included in the  
2 balance of the account.

3 In selecting self-insurance benefits, plans, and carriers, the Joint Insurance Committee  
4 shall use only A+ rated reinsurance carriers. Self-insured premium rates shall be determined  
5 by taking into consideration all claims incurred on an annual basis commencing each year on  
6 May 1. In addition, plans should be structured to encourage benefit utilization at or below  
7 community norms. During the terms of this Agreement there shall be no enrichment of  
8 benefits. If the Joint Insurance Committee decides to change carriers, comparable or reduced  
9 benefits will be offered.

#### 10 ARTICLE 26: PAY DAYS

11 Pay days shall be every other Friday, with checks available by the start of the first shift.  
12 When the pay day is a holiday, paychecks shall be available by 12:00 noon on the preceding  
13 day. Workweeks for payroll purposes are broken down into three separate groups (groups A,  
14 B and C). Group A will consist of employees with work shifts that begin from 03:00 to 11:59  
15 hours, group B will consist of employees with work shifts that begin from 12:00 to 19:59 hours  
16 and group C consist of employees with work shifts that begin 20:00 to 02:59 hours. Workweek  
17 A runs from 02:31 Sunday, for one week ending at 02:30 on the following Sunday. Workweek  
18 B runs from 11:31 Sunday, for one week ending at 11:30 on the following Sunday. Workweek  
19 C runs from 17:01 Sunday, for one week ending at 17:00 on the following Sunday. When the  
20 checks are available, employees may pick up their checks on Thursday prior to pay day.  
21 Substantiated pay shortages shall be a priority item with the payroll office and shall be paid as  
22 soon as possible.

23 For employees who are receiving workers compensation benefits, payments will be

1 available for pick-up in the Claims Unit by 2:00 p.m. each regular pay day.

2 ARTICLE 27: UNION DUES DEDUCTION

3 UTA shall deduct bi-weekly membership dues and assessments from the pay of any  
4 employee who authorizes such deduction by a written notice signed by the employee. The  
5 employee may revoke such authorization at any time by giving notice in writing. Up to two  
6 uniform deduction amounts shall be deducted from the first pay check each month, and shall  
7 be forwarded to the Financial Secretary of the Union within ten days following pay day. Other  
8 variable deductions shall be deducted from the second and/or third pay check(s); provided,  
9 requests for such deductions shall be submitted to the Human Resources Office at least eight  
10 days prior to the pay day from which deductions are requested. Employees may authorize  
11 Credit Union deductions in the same manner.

12 ARTICLE 28: ACCIDENT PREVENTION

13 All employees shall fully cooperate in efforts to prevent accidents, and the Union shall  
14 encourage such cooperation including attendance at safety meetings and banquets.

15 Operators shall reserve the right to refuse to operate a vehicle that is unsafe. Operators  
16 who refuse to operate an allegedly unsafe vehicle shall list reasons for refusal on a Vehicle  
17 Inspection Report and submit the same to a dispatcher or supervisor.

18 ARTICLE 29: ACCIDENT REPORTS AND RECORDS

19 All accidents and incidents however slight, involving a motor coach or other UTA  
20 property and including any unusual matters such as passenger disturbance or ejection, or  
21 accident or injury in the Maintenance or Parts department, including those resulting in harm to  
22 any employee or other person, shall be fully and promptly reported to UTA by the employee  
23 or employees involved, in accordance with the rules of UTA. Such reports are to be submitted

1 during the day in which the accident/incident occurs. If the report is to be submitted in writing,  
2 UTA shall provide forms. When reports (except those made by employees who were injured)  
3 are completed during the non-paid time, the employee shall be entitled to 30 minutes straight-  
4 time pay for properly making such reports.

5 UTA shall grade all non-avoidable and non-chargeable accidents. All others will be  
6 submitted to a grading committee consisting of two members appointed by the Union and two  
7 by UTA, none of whom shall be officers of the Union or persons involved in the investigation,  
8 grading or discipline in connection with the accident. Initially, one representative for each  
9 party shall be appointed for a one year term and the other for a two year term. Thereafter, each  
10 representative shall serve for two years after appointment and may be re-appointed for any  
11 number of successive terms. Upon nomination for appointment or re-appointment, the other  
12 party may exercise up to two challenges for each appointment. Any name which has been  
13 challenged shall be withdrawn and not re-submitted for another opening for a minimum of  
14 three years. Mid-term vacancies shall be filled by the appointing party for the remainder of  
15 the term, such appointments also being subject to the two challenges. A fifth outside member  
16 chosen by these four shall also be designated to resolve cases not resolved by the four by  
17 majority vote. All grading of any accidents shall be by secret ballot, without revealing ballot  
18 results. The decision of the committee is final and binding. If UTA or the Union discovers  
19 new evidence that was not available at the time of the grading, then either party may request  
20 to have the accident re-reviewed. The grading committee will determine if there is in fact new  
21 evidence that was not available at the time of the first review. If there is such new, previously  
22 unavailable evidence, then the accident shall be submitted to the grading committee for re-  
23 review on the basis of the new evidence.

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ARTICLE 30: BULLETIN BOARDS

UTA will erect in all operators' rooms, Maintenance and Parts areas of all divisions glass encased bulletin boards with locks and keys, which shall be given to the authorized Union officer. These boards may be used by the Union for posting all notices and literature approved by the Union and not derogatory or injurious in any way to the interests of UTA. The number and location of such bulletin boards shall be decided by UTA and the Union. Union bulletin boards shall be confined to Union business.

ARTICLE 31: PENSION

Eligible employees' pension benefits shall be based upon their respective years of service and their corresponding average annual wages for their highest five consecutive years. The multiplier for each year of service shall be 2%. The maximum benefit available at normal retirement date is 75% of the average annual wages for the employee's highest five consecutive years. Normal retirement date shall mean the date the participant reaches age 65 and completes five years of service in the pension plan or at any age and completed 37.5 years of service in the pension plan. Employees being paid by the Union for Union business shall have that pay count towards their highest five consecutive years calculation. Retirement prior to the normal retirement date will be considered an early retirement and will result in a lower benefit of 5% per year based on the participant's age at the time of retirement, except when a participant completes 37.5 years of service in the pension plan. Employees shall not be allowed to elect an early retirement benefit prior to age 55. UTA and the Union shall each have the same number of representatives on the pension Board of Trustees (not counting members of the UTA Board of Trustees).

UTA shall provide a deferred compensation plan as provided for in Section 457 of the

1 Internal Revenue Code on terms equal to those set forth in the UTA Administrative Employee's  
2 Section 457 plan in effect at time of plan commencement.

### 3 ARTICLE 32: NOTIFICATION

4 For the purpose of interpreting notification requirements outlined in this Agreement,  
5 notification will be considered to have been made on the fifth calendar day following mailing  
6 of the notification, or on the date a fax or electronic mail is received and verified sent by  
7 confirmation, or upon personal delivery of the notification, whichever is earlier. For such  
8 mailings, postage stamps and/or certified mail (rather than postage meters) shall be used. A  
9 fax or electronic mail sent after 5:00 p.m. shall be deemed received as of the next regular  
10 business day.

## 11 SECTION II: OPERATORS

### 12 ARTICLE 33: APPEARANCE AND UNIFORMS

13 While on duty, operators shall present a clean and neat appearance, wearing the proper  
14 uniform as determined by UTA. Within one month of ratification of the current contract, shorts  
15 and lighter clothing will be made available for Operators to purchase as part of their uniforms.  
16 A committee consisting of two representatives each, appointed by UTA and the Union shall  
17 serve in an advisory capacity with respect to uniforms. After each employee reaches the  
18 anniversary of his or her employment, and each year thereafter on such anniversary date, UTA  
19 will award to the employee dollars \$ 295.00 uniform vendor credit. Operators shall have the  
20 ability to carry over any unused portion of the uniform allowance to the following year; with  
21 a maximum accrual of two times the annual allowance. Belts and shoes shall be included in  
22 uniform articles. UTA will replace any uniform article which is ruined on the job due to  
23

1 circumstances beyond the control of the operator. UTA will pay for any required embroidery  
2 on the front of the uniform.

3 ARTICLE 34: OPERATOR RUNS, WORK DAYS, DAYS OFF

4 A regularly assigned run is a day's work selected by an operator according to seniority  
5 and assigned to the operator for a period of time or until the next selection of regular runs.  
6 Except Extra-Board (including Part-Time Extra-Board Operators), worker service, Flextrans  
7 and community based operators, all operators will be considered Regular Operators and will  
8 work under Regular Operator conditions. Vanpool operators who are not employees of UTA  
9 are not covered by this Agreement. Any Regular Operator permanently displaced from an  
10 assigned run because of no fault of the operator shall choose another assignment held by an  
11 operator with less seniority and shall be given the chosen assignment after giving 24 hours  
12 written notice to the dispatcher.

13 There shall be two intra-divisional bids during each calendar year and one other system-  
14 wide bid. The Change Days resulting from these bids will occur in the months of November  
15 or December, and in the months of March or April, and in the months of July or August of  
16 each year. For the purpose of interpreting this Article, divisions will mean Ogden, Salt Lake  
17 and Timpanogos. As determined by UTA, one of the bids will be system-wide and either or  
18 both of the intra-divisional bids referenced above, may instead be bid as a system-wide bid.

19 To the extent that limits on the size of the Extra-Board permit, any Regular Operator  
20 who is faced with changing divisions due to other operators exercising their seniority may  
21 instead choose to remain in his or her division by bumping into and working under the Extra-  
22 Board conditions as outlined in Article 42. To accommodate this bumping, UTA may expand  
23 the Extra-Board limits in each division by four operators.



1 Change Day regarding Saturday and Sunday days off for Regular Operators.

2 Operators who change divisions and bid a regular run, shall qualify before the Change  
3 Day at their own expense and time.

4 Vacant or new regular runs shall be filled between Change Days on a seniority basis  
5 within each division and will be posted for 72 hours within each division. A Regular Operator  
6 who bids down to successfully fill an open run created between Change Days, will not be  
7 eligible to bid on other openings until the next scheduled Change Day. A successful bidder  
8 will not be allowed to sign back on to his or her original run until the next General Choice Day.  
9 It will be UTA's responsibility to notify operators of their successful bid. Vacant or new  
10 Regular Operator positions will be posted in all business units and awarded to the most senior  
11 Extra-Board Operator who bids.

12 On General Choice Days, operators shall have not more than ten minutes to choose  
13 their run, starting when it becomes the operator's turn to choose.

14 After the ten minutes, the next operator in seniority will choose around. Bids for runs  
15 will be conducted in a location set by UTA. The percentage of operators to bid to be mutually  
16 agreed upon by the Union and UTA.

17 A bulletin may be posted designating the time, the place and the operators who must  
18 be present for bidding. UTA will arrange to relieve drivers who are working at the time they  
19 are required to place their bid.

20 There shall be no bumping of shifts during the two weeks prior to the beginning of the  
21 effective Change Day bid and until one week after Change Day.

22 UTA will allow Regular Operators to bid back to the Extra-Board during any regular  
23 Change Day. During the time on the Extra-Board, the Operator will work under all Extra-

1 Board conditions outlined in Article 42. The Operator may bid back onto a regular route during  
2 a Change Day, and may not bump any regular operator back to the Extra-Board.

3 Operators on vacation, leave, or Personal Time when bid days occur shall leave a list  
4 of preference choices with their Union Representative, ten or more, depending on their  
5 seniority, from which assignment will be made. Operators who fail to furnish a valid choice  
6 will be assigned a run to conform as near as possible to the hours of work and days off that the  
7 operator is presently running.

8 When operators are choosing vacation relief or day-off relief runs, they will be allowed  
9 not more than 25 minutes at the choose board. If an operator bids a new run between Change  
10 Days, then the vacation relief operator who bid to relieve such operator shall work that new  
11 run.

12 Selection of runs during an emergency sign-up shall commence not later than seven  
13 days prior to the date the run selection becomes effective and all bidding shall be completed  
14 within five days. Selection of runs shall be on a seniority basis, and may be temporarily  
15 assigned during such posting.

16 When it is an employee's turn to bid at the sign-up, the employee shall be required to  
17 select an assignment from the selections open to them.

18 If too much time is shown by typographical error or error in arithmetic, or run breakup  
19 sheets, that run shall immediately be corrected and only the correct time paid from the date of  
20 correction.

21 UTA may make other changes in a run of up to a net difference of 15 minutes without  
22 being required to have the run re-posted and re-bid and without the operator being considered  
23 displaced. UTA shall pay the greater of the original time of the run or the adjusted run time.



1 at a point greater than three-tenths of one mile from where it begins, that operator will be paid  
2 an allowance of \$6.00 per day. Effective August, 2020 Change Day, distance allowance will  
3 be \$7.00 per day. Effective August, 2021 Change Day, distance allowance will be \$8.00 per  
4 day. This allowance is meant to include reimbursement for added travel expense incurred. This  
5 provision excludes distances traveled on the property of UTA. UTA will provide shuttle  
6 service to minimize operator travel time.

7 ARTICLE 38: OVERTIME FOR REGULAR OPERATORS

8 Regular Operators shall be paid at one and one-half times their regular straight-time  
9 rate for all work performed before or after their regular run, provided the entire scheduled run  
10 is worked. Paid time not worked, such as holidays, vacation, sick leave, and Personal Time  
11 shall not be considered time worked for overtime calculations.

12 Regular Operators shall be paid at one and one-half times their regular straight-time  
13 hourly rate for all work performed on their regular scheduled day off. For the purpose of  
14 interpreting this Article, operators who have worked part of a shift, and have been properly  
15 excused from the remainder, or operators who are off on official business for UTA or for the  
16 Union, shall be considered to have worked their assignment for that day.

17 Regular Operators shall be paid at one and one-half times their regular straight-time  
18 rate for all work performed in excess of a 12.5 hour spread.

19 UTA may post overtime trippers for Regular Operators to bid in addition to their  
20 regular runs; otherwise, overtime for Regular Operators will be assigned on a first-come-first-  
21 serve basis, or an operator can notify the dispatcher of availability for that day.

22 Any operator failing to be relieved shall not be required, without the operator's consent,  
23 to work more than one and one-half hours before being relieved. If UTA requires more than

1 one and one-half hours of work, and the operator agrees to more than one and one-half hours  
2 of extra work a minimum of two hours work or pay for two hours shall be provided.

3 ARTICLE 39: MINIMUM PAY FOR EXTRA WORK

4 Any Regular Operator having worked a regular run and performing extra work before  
5 or after a regular run or being called for extra work during the interim of two periods of a  
6 regular run shall be paid one and one-half times their regular straight-time rate for such extra  
7 work with a minimum of two hours time.

8 Any Regular Operator called for extra work not otherwise herein outlined, shall be paid  
9 time and one-half, with a minimum of two work hours. Any Extra-Board or Flextrans Extra-  
10 Board Operator who is called to work and who is released without receiving an assignment  
11 shall be paid two hours pay.

12 Operators, after having worked a regular run and being called for special work, will be  
13 allowed 30 minutes for meals before such work, if possible; if not, they will be allowed 30  
14 minutes time after four hours of such work. Special work is defined as any work not a regular  
15 run or regular tripper.

16 If, through no fault of the operator, a Regular Operator is temporarily displaced from  
17 his or her assigned run, the operator shall be paid eight hours or the amount of that regular run,  
18 provided that the Regular Operator relieve that assignment as soon as possible and that any  
19 operator temporarily assigned to that work report his or her availability immediately to the  
20 dispatcher. If the operator is not able to reassume his or her regular assignment, then such  
21 operator shall immediately report his or her availability to the dispatcher and accept such  
22 assignment for that day as is made by the dispatcher. Acts of God, war, earthquake and civil  
23 commotion shall relieve UTA from liability under this section.

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ARTICLE 40: STUDENT INSTRUCTION PAY

Operators assigned to train and instruct one or more student operators or to retrain other operators, shall be paid \$2.00 per hour for Operator Instructors and \$1.50 per hour for Line Platform Instructors in addition to regular pay during such training time.

ARTICLE 41: FELONIOUS ASSAULT INSURANCE

UTA shall provide Felonious Assault Insurance at a cost not to exceed \$3.60 per year per bargaining unit employee. The insurance coverage under this Article shall be \$100,000.00.

ARTICLE 42: EXTRA-BOARD AND FLEXTRANS

A. Extra-Board.

UTA may create Extra-Board positions to be assigned at UTA's discretion. The number of such positions (not including Part-Time Extra-Board Operators) shall not exceed 30% of the number of Regular Operators. UTA shall have until the next Change Day to make any reductions in the number of Extra-Board Operators.

Extra-Board Operators shall be entitled to select, by seniority, work assignment windows for periods of time as established by UTA. Specific work assignments within the window will be made at UTA's discretion. The windows and days off will be posted no less than four days prior to the start of the Extra Board work assignment windows selection. If for unforeseen reasons UTA cannot meet the four day minimum, UTA and ATU will meet to adjust the timeline. A member of the Union Committee shall assist UTA in conducting all work assignment windows selections and shall be paid for all time spent in performing this service at the straight time hourly rate of pay. Extra-Board Operators will receive a minimum of 70 hours pay per pay period and receive two days off per week. All Extra-Board Operators' work

1 assignments shall be at least two hours of paid time. Extra-Board Operators shall be paid at  
2 one and one-half times their regular straight-time rate for all work performed outside of their  
3 work assignment window or on their scheduled day off.

4 Extra-Board Operators shall work all assignments offered on their regularly scheduled  
5 workdays. Any Extra-Board Operator who fails to complete, or otherwise misses an  
6 assignment due to his or her own fault, waives the minimum hours pay for that pay period.

7 All Extra-Board operators must check the assignment posting daily. Operators who  
8 have not received an assignment by 5:00 p.m. for the following day's work must contact the  
9 dispatcher by 6:00 p.m. Failure to do so will waive the minimum hours pay requirement for  
10 that pay period. This does not limit UTA's right to change assignments at its discretion.

11 When UTA fills a vacancy or creates a new Regular Operator position, preference shall  
12 first be given to present Extra-Board Operators who bid for the opening. The bid will be  
13 awarded to the bidder with the earliest date of hire. In the event of layoffs, Regular Operators  
14 shall, by seniority, have the option of bumping into the Extra-Board category. Any Regular  
15 Operator so doing shall retain his or her seniority and shall work under the Extra-Board  
16 working conditions set forth in this Article. Regular Operators moving into the Extra-Board  
17 may increase the allowable number of positions above the specified 30%.

18 Except in emergency situations, overtime shall be assigned by division on a first-come-  
19 first-serve basis with priority being given to Extra-Board Operators who are present at the  
20 division. UTA may give priority for overtime to Extra-Board Operators who have not yet met  
21 their minimum guarantee. In emergency situations mandatory overtime shall be assigned  
22 within each Business Unit by reverse order of operations seniority.

23 If through no fault of the operator, an Extra-Board Operator is displaced from his or

1 her assigned work, that operator shall be guaranteed no less than the assigned number of hours  
2 for that day, provided that such operator reports his or her availability to the dispatcher and  
3 shall accept such assignment as is made by the dispatcher.

4 For the purpose of interpreting this Article, "assigned at UTA's discretion" means that  
5 UTA, without restriction, may assign an employee to any work at any location, at any time, on  
6 a regular or irregular basis for any duration; or may assign no work.

7 B. Worker Service Operators and Community Based Operators.

8 This Article shall not be construed to limit or restrict UTA's right to hire 50 worker  
9 service operators (including exemption from bidding procedures). Worker service operators  
10 shall be in addition to the Extra-Board limitation set forth above. Worker service operators  
11 shall not be entitled to any benefits other than wages for hours actually worked and shall work  
12 only worker service as defined herein. "Worker service" shall mean a piece of work where  
13 UTA's equipment is operated by a person who is also an employee of another firm at a specific  
14 employment center who only picks up and transports passengers to their work place, at that  
15 center, parks the equipment there, and then at the end of the work shift, returns and only drops  
16 off the passengers. This definition is meant to describe the worker service practice which  
17 currently exists.

18 UTA may hire up to 50 community based operators. Community based operators shall  
19 mean those operators used for service currently or previously performed by non-UTA carriers  
20 to provide Hotel/Airport shuttle service. Community based operators shall not be entitled to  
21 any benefits other than uniform vendor credit, bus passes and wages for hours actually worked.

22 C. Flextrans.

23 1. Flextrans Operation.

1           If UTA chooses to operate, with its employees, a transportation service for persons with  
2 disabilities, it may create Flextrans Operator positions. These operators will be paid at the rate  
3 established in Article 24 of this Agreement and will be part of the bargaining unit. This service  
4 is designed to provide service only for persons with disabilities, their attendants and  
5 companions. These operators shall not be assigned to any regular, fixed route or non-disabled  
6 service. Any fixed route Regular or Extra-Board Operator temporarily assigned to work this  
7 service shall receive pay at their regular rate and applicable benefits.

8           2.       Flextrans Regular Operators.

9           Sixty percent of all Flextrans Operators will be able to select shifts on the basis of their  
10 seniority, and will be titled Flextrans Regular Operators. Flextrans Regular Operators in that  
11 60% will be assigned runs that include not less than 40 hours of pay per week. However, such  
12 operators are not guaranteed 40 hours pay if they do not work their assignment for any reason  
13 or if they bid new work and have a transition week with less than 40 hours work. Any Flextrans  
14 Regular Operator who bids a new regular run and as a result of that bid would have a transition  
15 week with less than 40 hours paid time will upon request be given additional straight time work  
16 by the dispatcher to total 40 hours of pay.

17           Flextrans Regular Operators shall be entitled to at least two days off each week. The  
18 Flextrans Regular Operator shall have at least eight hours off duty before being required to  
19 accept the next day's work.

20           Flextrans Regular Operators shall be entitled to select runs at least three times per  
21 calendar year. The Change Days resulting from these bids will be determined by UTA but  
22 must be no less than three months apart from another Change Day. UTA will provide to  
23 Flextrans Regular Operators reasonable notice of the next Change Day.

1           Prior to scheduled Change Days, Flextrans runs shall be posted for ten days, and may  
2 be temporarily assigned during such posting. The Union shall be provided with a copy of the  
3 schedules and shifts. Each Flextrans Regular Operator's time for bidding shall be scheduled  
4 at the time of Flextrans run posting. A member of the Union Committee shall assist UTA in  
5 conducting all sign-ups and shall be paid for all time spent in performing this service at the  
6 straight-time hourly rate of pay. All runs will be bid on a seniority basis. Days off shall be  
7 included as part of each run, as determined by UTA.

8           Vacant or new runs shall be filled between Change Days on a seniority basis by  
9 Flextrans Regular Operators who bid for the open Flextrans runs. Open runs shall be posted  
10 for 72 hours. A Flextrans Regular Operator who bids down to successfully fill an open run  
11 created between Change Days will not be eligible to bid on other openings until the next  
12 scheduled General Choice Day. A successful bidder will not be allowed to sign back on to his  
13 or her original run until the next Change Day. It will be UTA's responsibility to notify  
14 operators of their successful bid. Vacant or new Flextrans Regular Operator positions will be  
15 posted and awarded to the most senior Flextrans Extra-Board or Flextrans Interim-Board  
16 Operator who bids.

17           On General Choice Days, Flextrans Regular Operators shall have not more than ten  
18 minutes to choose their run, starting when it becomes the operator's turn to choose. After the  
19 ten minutes, the next operator in seniority will choose around. Bids for runs will be conducted  
20 in a location set by UTA.

21           There shall be no bumping of shifts during the two weeks prior to the effective Change  
22 Day bid and until one week after Change Day.

23           Flextrans Regular Operators on vacation, leave or Personal Time when bid days occur

1 shall leave a list of preference choices with their Union Representative, ten or more, depending  
2 on their seniority, from which assignment will be made. Flextrans Regular Operators who fail  
3 to furnish a valid choice will be assigned a run to conform as near as possible to the hours of  
4 work and days off that the Flextrans Regular Operator is presently running.

5 When Flextrans Regular Operators are choosing vacation relief or day-off relief runs,  
6 they will be allowed not more than 25 minutes at the choose board. If a Flextrans Regular  
7 Operator bids a new run between Change Days, then the vacation relief Flextrans Regular  
8 Operator who bids to relieve such operator shall work that new run.

9 Selection of runs during an emergency sign-up shall commence not later than seven  
10 days prior to the date the run selection becomes effective and all bidding shall be completed  
11 within five days. Selection of runs shall be on a seniority basis, and may be temporarily  
12 assigned during such posting.

13 When it is an employee's turn to bid at the sign-up, the employee shall be required to  
14 select an assignment from the selections open to the employee.

15 If too much time is shown by typographical error or error in arithmetic, or run breakup  
16 sheets, that run shall immediately be corrected and only the correct time paid from the date of  
17 correction. UTA may make other changes in Flextrans Regular Operator's daily work of up  
18 to a net difference of 20 minutes without being required to have the run re-posted and re-bid.  
19 UTA shall pay the greater of the original time of the run or the adjusted run time.

20 Flextrans Regular Operators shall be paid at one and one-half times their regular  
21 straight-time rate for all work performed before or after their run, provided the entire scheduled  
22 run is worked. Paid time not worked, such as holidays, vacation, sick leave, and Personal  
23 Time, shall not be considered time worked for overtime calculations.

1           Any Flextrans Regular Operator having worked a run and performing extra work before  
2 or after a run or being called for extra work during the interim of two periods of a run shall be  
3 paid one and one-half times the operator’s regular straight-time rate for such extra work with  
4 a minimum of two hours pay.

5           3.       Flextrans Interim-Board Operators.

6           UTA will create Flextrans Interim-Board positions equal to at least 10% of the total  
7 number of Flextrans Operators. The preceding Section C.2 will apply to Interim-Board  
8 Operators, except that Interim-Board Operators’ work is subject to change. UTA may adjust  
9 the time and days of Interim-Board Operators’ schedules as necessary, but the Interim-Board  
10 Operators will maintain 40 hours pay per week and a five-day workweek.

11          4.       Flextrans Extra-Board.

12          UTA may create Flextrans Extra-Board Operator positions equal to no more than 30%  
13 of the total number of Flextrans Operators (not including Part-Time Extra-Board Operators).  
14 Those operators will work under the Extra-Board working conditions set forth in Section A of  
15 this Article.

16          5.       Vacation.

17          Vacation weeks for Flextrans Operators shall be posted for bid by all Flextrans  
18 Operators by seniority. Flextrans Regular Operator pay for each week of vacation due shall  
19 be computed on the basis of weekly hours regularly scheduled for the operator at the time of  
20 vacation. For Flextrans Interim-Board Operators, Flextrans Extra-Board Operators, and  
21 Flextrans vacation relief operators, vacation shall be paid at 40 hours per week.

22          D.       Part-Time Extra-Board Operators.

23          UTA may create Part-Time Extra-Board Operators in Fixed Route and Flextrans (“Part-

1 Time Operators”), so long as the number of Part-Time Operators does not exceed 15% of the  
2 total number of Regular Operators. Part-Time Operators shall work all assignments offered.  
3 Part-Time Operators may not work more than 25 hours per week. Part-Time Operators will be  
4 assigned at UTA’s discretion.

5 All Part-Time Operators must check the assignment posting daily. Operators who have  
6 not received an assignment by 5:00 p.m. for the following day's work must contact the  
7 dispatcher by 6:00 p.m. This does not limit UTA's right to change assignments at its  
8 discretion.

9 Part-Time Operators may qualify for an annual transit pass pursuant to Article 23,  
10 deferred compensation plan benefits as provided for in Section 457 of the Internal Revenue  
11 Code pursuant to Article 31, a partial uniform vendor credit pursuant to Article 33. Part-Time  
12 Operators who work eight or more hours per week will receive educational assistance benefits  
13 pursuant to Article 23.

14 Part-Time Operators will not be eligible for vacation or holiday pay, Personal Time or  
15 any other type of leave. Part-Time Operators are also ineligible to accrue pension benefits.  
16 Part-Time Operators will not accrue operations department seniority but will accrue operations  
17 seniority only within the classification of Part-Time.

18 For the purpose of interpreting this Article, "assigned at UTA's discretion" means that  
19 UTA, without restriction, may assign an employee to any work at any location, at any time, on  
20 a regular or irregular basis for any duration; or may assign no work. For the duration of this  
21 Agreement, UTA will not hire any Part-Time Operators in the Rail Services Division  
22 (including FrontRunner and TRAX).

23 E. Movement from Full-Time to Part-Time Operator Status.



1 operator to work. Operators who are not assigned forfeit the pay for their missed run or  
2 assignment.

3 This article shall not be construed so as to limit or restrict in any manner the right of  
4 UTA to discharge an operator for excessive miss-outs.

5 An operator who does not report in person or by telephone within three hours of any  
6 miss-out shall be considered A.W.O.L., and subject to any of the penalties specified in this  
7 article.

8 Any operator missing a run or work assignment while en route to work by the coach  
9 being five or more minutes late on its schedule, shall be permitted to take the run on its return  
10 trip and shall be paid for the full time specified in the run or work assignment, provided the  
11 dispatcher is immediately notified of the operator being late and is furnished a detailed report  
12 of the incident and the cause of the delay.

13 The penalties for miss-outs shall be as follows:

14 OPERATORS:

15 For each miss-out, the operator involved shall lose the run and pay for the day the miss-  
16 out occurred.

17 Any operator reporting sick must advise the dispatcher of such sickness one hour prior  
18 to the time the assigned duties are scheduled to start and not later than 5:00 a.m., if the sickness  
19 occurs during the night. Failure to do so shall be considered a miss-out.

20 ARTICLE 44: TOILET FACILITIES

21 UTA will work with the designated Union Representatives to ensure there is at least  
22 (1) approved UTA restroom within a block of the Operators' EOL/Recovery time on at least  
23 one end of the Operators' route(s) with adequate time computed into their EOL/Recovery time

1 to use this restroom without affecting their scheduled EOL/Recovery time. UTA agrees to  
2 provide restroom facilities at all UTA-owned properties. UTA will ensure company restrooms  
3 are properly equipped and sanitary.

4 UTA will endeavor to design routes with a UTA approved restroom located at EOL  
5 locations, and include adequate recover time during the EOL. If designated routes have 60  
6 continuous minutes of driving time before reaching a scheduled EOL/Recovery locations,  
7 UTA will endeavor to include reasonable time for restroom stops in the route.

8 The designated Union Representatives and UTA will ensure this criteria is met during  
9 the Run Cut/Blocking processes. If during a Change Day a route is reported as to having  
10 problems meeting this criteria, the designated Union Representatives and UTA will ride that  
11 route and begin working to resolve the reported problem during the Change Day if possible. If  
12 they are unable to correct the issue during that Change Day, there will be changes made to  
13 ensure the problem is correct by the next upcoming Change Day.

#### 14 ARTICLE 45: TRANSFERS INTO TRAX AND FRONTRUNNER

15 The following language applies to TRAX and FrontRunner Operators in their  
16 respective Rail classification.

17 When permanent openings or regular runs become available, they will be posted for  
18 current Operators to bid on for 72 hours. After all Operators have had an opportunity to select  
19 from open runs, the most senior operator on the Operator roster (as defined below) will have  
20 the opportunity to accept unfilled Operator positions, subject to completion of training. Any  
21 remaining positions will be Extra-Board positions unless all the current Operators on the Extra-  
22 Board pass on a regular run. If an Operator position is open during a Change Day, the most  
23 senior Operator on the Operator roster may exercise his or her seniority to bid a run, together

1 with the current Operators.

2 Employees may bid for positions on the Operator roster when openings are offered so  
3 that UTA may maintain an adequate number of trained operators on the Operator roster.  
4 Operator Trainee applicants will be selected with preference given to those with Operations  
5 seniority. Operator Trainee Applicants must pass a pre-qualification examination as  
6 determined by UTA in order to be eligible to enter training. If there are no eligible bidders  
7 with operations seniority, preference will be given to the applicant with the highest  
8 Maintenance or Parts seniority who pass the pre-qualification examination. Operator Trainees  
9 will receive training to be provided by UTA. During such training, each Operator Trainee will  
10 continue to be compensated at a rate equivalent to his or her respective pay immediately prior  
11 to accepting the position.

12 Operator Trainees who successfully complete training will be placed on the Operator  
13 roster. Only those on the Operator roster will be allowed to fill vacant Operator positions. The  
14 Operator positions will be filled by the operators on the Operator roster according to operations  
15 seniority. New Operators will be required to complete a 90 calendar day probationary period.  
16 An Operator Trainee on the Operator roster who declines a position as an Operator will be  
17 removed from the roster, and may return only by bidding back to the roster during another  
18 bidding opportunity.

19 Any Operator Trainee who fails or withdraws from training, or who completes training  
20 and does not accept a run, two times within that classification shall be prohibited from bidding  
21 on any subsequent Operator positions for a period no longer than ten (10) years from the date  
22 of the last fail, withdraw from training, or the last refusal of a run. Operator Trainees on the  
23 Operator roster will continue to work in their prior positions until accepting a position as an

1 Operator. Operator Trainees on the Operator roster may be temporarily assigned, according to  
2 a rotating schedule, to work as Operators, to staff special needs, and to maintain their skills  
3 and knowledge. Operator Trainees who decline positions as Operators will continue to work  
4 in their prior positions after removal from the Operator roster.

#### 5 ARTICLE 46: TRAX AND FRONTRUNNER CHANGE DAYS

6 There shall be three TRAX and FrontRunner Change Days each calendar year. The  
7 Change Days resulting from these bids will occur in the months of November or December,  
8 and in the months of March or April, and in the months of July or August of each year. There  
9 shall be no bumping of shifts during the two weeks prior to the beginning of the effective  
10 Change Day bid and until one week after Change Day, Regular schedules and shifts subject to  
11 choice shall be posted for ten days and may be temporarily assigned during such posting. The  
12 Union shall be provided with a copy of the schedules and shifts. A member of the Union  
13 Committee shall assist UTA in conducting all sign-ups and shall be paid for all time spent in  
14 performing this service at the straight-time hourly rate of pay. TRAX and FrontRunner  
15 Operators shall have not more than ten minutes to choose their run, starting when it becomes  
16 the operator's turn to choose.

17 UTA and the Union recognize that planned maintenance and repair (SGR) project are  
18 unavoidable and necessary. Both parties agree that SGR disruptions impact Operators and their  
19 bidded work, days off, and time off, and that those disruptions can and should be mitigated  
20 with advance notice.

21 UTA will notify the Union of all SGR projects as soon as they are known including  
22 location, planned dates, duration and all other information, and both sides will work together  
23 to eliminate or minimize any negative impacts these projects will have on the operators'

1 regularly bid work.

2 Any rebidding necessary because of an SGR project will be planned and done at the  
3 regularly scheduled Change Day bids following the same bidding process associated with a  
4 regular Change Day bid. A change in bid work as a result of an SGR project will not affect  
5 any Operator's previously planned vacation or time off unless that Operator chooses to make  
6 that change. Operators who had plans that may be interrupted by a change in their days off as  
7 a result of an SGR project will notify Management of any conflicts caused by this and  
8 Management and the designated Union Representatives will work together to accommodate  
9 and minimize these negative impacts. If an SGR project results in a bidding of Operators'  
10 work/days off (change in original bid run) during a Change Day, affected Operator will  
11 receive displacement pay during the interruption.

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13 ARTICLE 47: TRAX AND FRONTRUNNER OPERATORS RETURNING  
14 TO FORMER OPERATIONS CLASSIFICATION

15 The following language applies to TRAX and FrontRunner Operators in their  
16 respective Rail classification.

17 A. TRAX and FrontRunner Operators Returning to Bus Operations.

18 Bus Operators who accept positions as TRAX or FrontRunner Operators, and complete  
19 a 90-day probationary period will have the opportunity to bid to bus once each year in  
20 conjunction with the November/December Change Day, provided that they declare their  
21 intention to do so not later than October 11, by 11:59 PM. If there are not enough Operators  
22 and individuals on the Operator roster to operate the system, the Operator bidding to bus shall  
23 remain in their current classification until a replacement Operator is trained.

1 B. FrontRunner Operators Returning to TRAX Operations.

2 TRAX Operators who accept positions as FrontRunner Operators or a FrontRunner  
3 Operator Trainee, and complete a 90-day probationary period in FrontRunner will have the  
4 opportunity to bid to TRAX once each year in conjunction with the November/December  
5 Change Day, provided that they declare their intention to do so not later than October 11, by  
6 11:59 PM, If there are not enough FrontRunner Operators and individuals on the FrontRunner  
7 Operator roster to operate the FrontRunner system, the FrontRunner Operator bidding to  
8 TRAX shall remain in FrontRunner until a replacement FrontRunner Operator is trained.

9 C. Returning to Former Operations Classification.

10 Emergency requests to bid back to bus will be evaluated on a case-by-case basis. If  
11 approved by the Union and UTA, the employee will work on the bus Extra-Board until the  
12 next Change Day. In the event a vacant or new regular run becomes available after the  
13 employee has returned to the bus Extra-Board, the employee may exercise their seniority to  
14 bid on that piece of work.

15 An employee who accepts a position as an Operator or Operator Trainee, and who  
16 subsequently returns to his or her former position with UTA will be prohibited from bidding  
17 for a position on the Operator roster or accepting a position as an Operator Trainee for a period  
18 of three years from the date he or she leaves his or her position.

19 If at any November/December Change Day 10% or more of the Operators bid back to  
20 their position, UTA and the Union may reevaluate and renegotiate the restrictions set forth in  
21 this paragraph.

22 ARTICLE 48: TRANSFER BETWEEN FLEXTRANS AND FIXED ROUTE

23 When UTA is accepting external applications for a fixed route Extra-Board or Flextrans

1 Extra-Board Operator position, any current operator may also apply for the position. A current  
2 operator who applies for a fixed route Extra-Board position or Flextrans Extra-Board position  
3 posted for a fixed period of time will be hired before any outside applicant for the same posting.  
4 A current operator who applies for a fixed route Extra-Board position or Flextrans Extra-Board  
5 position posted on an open-ended basis will be hired before any outside applicant who applies  
6 after the current operator. A current operator who applies for an external posting for a fixed  
7 route Extra-Board position or Flextrans Extra-Board position will be awarded the extra-board  
8 position and may exercise seniority to bid on open work thereafter. If the current operator  
9 requires a change in operations job classification (Flextrans or fixed route), then the operator  
10 will be awarded the position after successfully completing training, licensing, and any other  
11 certification requirements. While in training, the operator will continue to receive pay at the  
12 operator's current pay rate. An operator bidding to change the operator's job classification  
13 will retain and accumulate operations seniority. If more than 90 days pass between the date  
14 the new position was awarded and the date the employee is placed in the new job, the operator  
15 will receive the greater of the new or current pay rate after 90 days pass.

16 Any operator who transfers between a fixed route job classification and a Flextrans job  
17 classification, and then bids back to the operator's former operations job classification, shall  
18 not be allowed to bid out of the former operations job classification for the next 24 months  
19 after the date the operator bids back to the operator's former job classification.

20 In the event that the receiving division is not able to accommodate the transferring  
21 operator's selected vacation, the operator will select from available vacation weeks (including  
22 any weeks that have become vacant), use vacation in single days, or carry vacation to the  
23 following year. If ten or more operators change their operations job classification under this

1 Article within one calendar year, then UTA and Union will renegotiate changes to this Article.

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### SECTION III: MAINTENANCE EMPLOYEES

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#### ARTICLE 49: MAINTENANCE CRAFTS AND CLASSIFICATIONS

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##### A. CRAFTS & CLASSIFICATIONS AND SPECIALTY CLASSIFICATIONS

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The following six crafts and classification within each craft, and the following five

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specialty classifications shall be established in the Maintenance Department:

8

##### Crafts & Classifications

9

##### 1. Shop and Components

10

a) Journeyist Mechanic

11

b) A-Level Mechanic

12

c) Mechanic Apprentice

13

d) Master Technician

14

e) Transit Vehicle Technician (TVT)

15

##### 2. Body Shop

16

a) Journeyist Body Shop Mechanic

17

b) Body Shop A-Level Mechanic

18

c) Body Shop Apprentice

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d) Body Shop Helper

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##### 3. Facilities

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a) Journeyist Facilities Technician

22

b) A-Level Facilities Technician

23

c) Facilities Apprentice

- 1 d) Facilities Helper
- 2 4. Electromechanic
- 3 a) Journeyist Electromechanic
- 4 b) A-Level Electromechanic
- 5 c) Electromechanic
- 6 d) Electromechanic Helper
- 7 5. Commuter Rail Technician
- 8 a) Journeyist Commuter Rail Technician
- 9 b) A-Level Commuter Rail Technician
- 10 c) Commuter Rail Technician
- 11 d) Commuter Rail Technician Helper
- 12 6. Line & Signal
- 13 a) Journeyist Line & Signal Technician
- 14 b) A-Level Line & Signal Technician
- 15 c) Line & Signal Technician
- 16 d) Rail Maintenance Worker
- 17 Specialty Classifications:
- 18 1. Service Employee
- 19 2. Shop Janitor
- 20 3. Coach Cleaner
- 21 4. Rail Service Employee
- 22 5. Road Crew
- 23 B. General Job Descriptions:

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JOURNEYIST:

Appointment to this classification is limited to those individuals who have completed a bona fide apprenticeship or have had a minimum of four or more years equivalent experience and training. Journeyists must have the ability, skill, knowledge, and proficiency with all tools to do any and all phases of the most complicated repair and rebuilding of components with little or no supervision or instruction, producing a quality and quantity of work which confirms outstanding abilities; capable of teaching and assisting employees of lesser skill; assists in the development of skills and in setting high standards of competence that encourage productive and responsible output by other employees; qualified to do any and all work assigned to less skilled employees; may be assigned any work.

A-LEVEL MECHANIC/TECHNICIAN:

An employee having not less than 95% of the capability of the journeyist, including at least three or more years of all around experience and training; fully capable of performing complex and technical repair work on most components with little or no supervision or training; may require closer supervision on those parts of which not wholly familiar; may be a highly skilled specialist in some particular phase of repair work; resulting in output well above that of a non-specialist; but lacking all around journeyist level ability, knowledge, training or experience.

MECHANIC/TECHNICIAN:

An employee capable of doing any and all repair work under general supervision; works with all hand and power tools; disassembles, repairs and reassembles parts, sub-assemblies and components; does routine and repetitive assembly and repair such as electrical wiring, heating, inspection and general mechanical repair; generally works under closer

1 supervision when assigned to more complex or less repetitive repair work; may be assigned  
2 more complex and difficult work as required by the flow of work or for training purposes prior  
3 to qualification for promotion to higher classification.

4 HELPER/TVT:

5 An employee assigned to do lesser skilled work or assigned to assist employees in a  
6 higher skill classification; works with hand and power tools as directed; may be assigned to do  
7 work requiring little or no training or experience or may be assigned to work directly with  
8 other employees of greater skill and knowledge in doing more complex work; performs lesser  
9 skilled duties or manual functions sometimes assigned to employees in higher skill  
10 classifications; generally works under closer supervision than employees of higher skilled  
11 classifications.

12 Selection of Helpers/TVT: UTA will determine the number of Helper/TVT  
13 classification positions in each craft, division, and shift. Maintenance Department employees  
14 may bid for Helper/TVT Level openings and will be awarded positions based on seniority  
15 provided they have met the minimum qualifications for the Helper/TVT position and are  
16 subject to the 30-shift evaluation period set forth in Article 50 of this Agreement.

17 SERVICE EMPLOYEE:

18 Those fueling coaches, lubricating, changing tires or oil, and cleaning parts or grounds,  
19 or doing other types of service labor.

20 At least annually, UTA shall post all Service Employee shifts to be bid, by division, in  
21 order of seniority by Service Employees employed at the time of the bid. Service Employees  
22 who bid shifts which include work assignments different from the work assignments they have  
23 previously been assigned may be required to demonstrate that they are qualified for the new

1 work assignments. If they are not qualified, they will be required to bid another shift with  
2 work assignments for which they are qualified.

3 ARTICLE 50: MAINTENANCE PROMOTIONS AND POSITION BIDDING

4 At least annually, by craft, each maintenance division will conduct a shift bid by  
5 seniority, taking into consideration classifications. Facilities Maintenance and Line & Signal  
6 crafts will be exempt from an annual bid. UTA will post available shifts and days off at a  
7 minimum of 10 days before the scheduled bid. The bid will end no later than two weeks before  
8 implementation of the new shifts. When UTA fills a vacancy or creates a new maintenance  
9 job, preference shall first be given to present maintenance employees who bid for the opening.  
10 Maintenance Department employees may bid, and shall be assigned, division and shift  
11 openings within a craft and classification by seniority. When openings or new positions occur,  
12 the opening shall be posted for at least 48 hours excluding Saturday and Sunday, with a copy  
13 of the posting given to the Union Representative in the Maintenance Department upon request.  
14 When UTA fills a vacated or new Facilities Maintenance or Parts position and shift, the  
15 position and shift opening shall be posted system wide for Facilities and Parts employees,  
16 respectively.

17 Position openings which are not filled through lateral transfers or by an employee who  
18 has completed the apprenticeship program, shall be filled through a selection process  
19 determined by UTA. The selection process shall be designed to determine minimum  
20 qualifications. The most senior employee meeting the minimum qualifications will be awarded  
21 the position. Bids will be awarded only to persons who meet the minimum qualifications of  
22 the position involved. When current UTA Maintenance Department employees are being  
23 considered, the Union may appoint an employee to attend the selection interview and to

1 provide input to the selection decision. The Union appointee shall be a current Maintenance  
2 Department employee, and whenever possible, shall be within the same craft and at the same  
3 classification or higher, as the opening. The Union appointee will be paid by the Union. If  
4 there are no qualified current Maintenance Department employees who bid for the opening,  
5 UTA may hire an outside applicant.

6 Qualified employees selected to fill higher classifications shall be given a reasonable  
7 trial period of not to exceed 30 shifts worked during which time they may not bid out of the  
8 position, but may be returned to the former position without loss of seniority if not found  
9 satisfactory.

#### 10 ARTICLE 51: MAINTENANCE HOURS OF WORK

11 Eight or ten hours shall be a normal day of work in the maintenance department.  
12 Maintenance employees shall normally be entitled to at least two days off each week and 40  
13 hours of pay each week. Days off shall be consecutive. In the event a holiday falls on a  
14 maintenance or parts department employee's day off, the employee may elect to take another  
15 day off during the particular pay period involved. Selection of such day off shall be with the  
16 prior approval of the employee's supervisor. This section does not guarantee any work, but  
17 prescribes a normal schedule.

18 UTA has full discretion to set the number of employees allowed off per day within  
19 various classifications and functional work teams by shift. Anytime UTA modifies days off  
20 within various classifications and functional work teams by shift, UTA shall allow  
21 maintenance employees to bid their days off according to seniority.

#### 22 ARTICLE 52: OVERTIME FOR MAINTENANCE

23 All work performed in excess of eight hours per day for an eight hour shift or ten hours

1 a day for a ten hour shift shall be paid time and one-half the regular straight-time rate. Shift  
2 differential shall be part of the base rate when computing overtime.

3 Maintenance employees shall be paid at one and one-half times their regular straight  
4 time hourly rate for all work required on their regular scheduled day off, unless by consent of  
5 the employee to make up a day lost or to trade days off.

#### 6 ARTICLE 53: CALL-OUTS FOR MAINTENANCE

7 Maintenance employees called to work before or after having performed their regularly  
8 assigned duties, where a time lapse occurs between such work and their regular shift, shall be  
9 paid a minimum of three hours at their regular straight time hourly rate, or the actual hours  
10 worked at an overtime rate, whichever is greater.

11 Each mechanic who is required to carry a personal contact device on a holiday listed in  
12 the first sentence of Article 22 of this Agreement shall receive an additional allowance equal  
13 to three times the mechanic's normal hourly rate. If a mechanic is called in to work, such  
14 mechanic shall not receive this allowance for that day, but rather shall be compensated under  
15 the terms of the first paragraph of this Article. When a call out is needed, the person carrying  
16 the personal contact device will be notified by a phone call. If the Manager or supervisor  
17 cannot reach the person by phone, the personal contact device will be called. The person  
18 carrying the personal contact device is expected to respond within 15 minutes of the call if at  
19 all possible. Employees may trade their assigned days with the approval of their supervisor or  
20 manager. Holiday assignments will be covered by the existing rotating call-out list.  
21 Employees shall be paid one hour's pay for correcting a situation by telephone.

#### 22 ARTICLE 54: TEMPORARY TRANSFERS, MAINTENANCE

23 A. When temporarily transferred from a higher to a lower classification, or from a

1 lower to higher classification, the employee shall receive the higher of the two rates of pay  
2 while on such temporary assignment. This applies only to four or more hours worked per day  
3 in temporary classifications, and not to lesser amounts of time. Employees shall perform  
4 whatever work is assigned. Temporary transfers will be limited to 30 days.

5 B. When a facilities mechanic is required on a temporary transfer basis to travel  
6 from Salt Lake County to Weber County or to Utah County, or from Weber County to Salt  
7 Lake County or Utah County, or from Utah County to Salt Lake County or Weber County,  
8 UTA shall pay a temporary transfer travel allowance to such an employee in an amount equal  
9 to 60 cents per mile for the mileage from the employee's residence to the destination of the  
10 temporary transfer less the mileage from the employee's residence to his normal workplace  
11 location. In lieu of a mileage allowance, at the discretion of UTA, the employee may be  
12 assigned an UTA vehicle to use in the travel.

13 ARTICLE 55: EQUIPMENT AND TOOLS

14 UTA will continue to furnish adequate lockers for each maintenance employee. UTA  
15 shall pay one-half the cost of safety glasses for employees in helper/TVT classifications, or  
16 higher, working in the shops, provided the employee furnishes the prescription and buys the  
17 glasses from the company approved by UTA and the Union.

18 Protective clothing will be furnished to steam cleaners, and raincoats will be furnished  
19 to employees required to work outdoors during inclement weather. Employees will be  
20 responsible for the care of any items furnished and for their ultimate return to UTA.

21 All journeymen, mechanics, and helper/TVTs are required to have the metric tools  
22 included on UTA's amended tool list. Effective January 1st of each year, non-probationary  
23 journeymen, mechanics, and helper/TVTs may purchase tools required in their work by prior

1 arrangement using an UTA-furnished purchasing instrument. UTA will pay or reimburse the  
2 cost of hand tools so purchased to replace tools verified as worn out or broken in doing work  
3 for UTA, up to a maximum of \$325.00.. Helper/TVTs shall have the same privilege limited to  
4 \$285.00. Journeyists, mechanics, and helper/TVTs shall have the ability to carryover any  
5 unused portion of the tool allowance to the following year; with a maximum accrual of two  
6 times the annual allowance.

7 UTA shall furnish and launder coveralls, pants and shirts required on the job for  
8 maintenance employees.

9 UTA shall purchase and make available any power tools or protective equipment  
10 required by UTA.

11

## 12 SECTION IV: PARTS EMPLOYEES

### 13 ARTICLE 56: WAGES AND CONDITIONS

14 The wages set forth in the schedule in Article 24 above, shall apply to the parts  
15 department employees.

16 The conditions in this Article, together with the general conditions set forth in Articles  
17 1 through 32 and the applicable conditions in the following articles shall apply to the parts  
18 department employees: Article 50 (promotions), Article 51 (hours), Article 52 (overtime),  
19 Article 53 (call-outs), Article 54 (temporary transfers), and safety glasses under Article 55  
20 (equipment and tools).

21 UTA shall furnish and launder coveralls, pants, shirts and jackets required on the job  
22 for parts department employees.

23 At least annually, UTA will post all Parts Clerk shifts to be bid, by business unit, in

1 order of seniority by Parts Clerks employed at the time of the bid.

2 ARTICLE 57: CLASSIFICATIONS

3 The parts department shall include the following classifications without limiting UTA's  
4 ability to create new classifications:

5 Parts Clerk: Receives, stores, and issues spare and replacement parts, equipment, and  
6 expendable items used in repair or maintenance shops and other divisions. Requisitions  
7 needed parts and supplies. Maintains proper inventory level of parts and may be  
8 required to do reordering. Participates in inventories as needed. May also monitor gas,  
9 diesel, and torch tank levels. Performs other duties assigned by UTA from time to time  
10 which may be necessary for the efficient operation of UTA.

11 Parts Courier: Picks up and delivers parts and supplies. Participates in inventories as  
12 needed. Performs other duties assigned by UTA from time to time which may be  
13 necessary for the efficient operation of UTA.

14 SECTION V: RAIL MAINTENANCE

15 ARTICLE 58: RAIL MAINTENANCE CLASSIFICATIONS

16 Rail Maintenance positions shall include the crafts of Electromechanic, Coach  
17 Technician, Line and Signal Technician, and the specialty classification of Rail Service  
18 Employee. UTA may assign employees in the Line and Signal craft and classification to work  
19 on both TRAX and FrontRunner interchangeably. The Commercial Drivers License will not  
20 be required for positions in the Electromechanic and Coach Technician crafts. Job  
21 announcements will list the requirements for applicants as set forth in this Agreement. Upon  
22 request by employees, UTA will provide a list of the competency areas and provide study  
23 materials for loan to interested employees, for study on their own.

1 ARTICLE 59: RAIL MAINTENANCE QUALIFICATIONS

2 A. Applicant Qualifying Examinations

3 To qualify for an open Electromechanic, Coach Technician, or Line and Signal  
4 Technician position, an applicant must be on the eligibility list or must have completed the  
5 required training as agreed to by the parties. UTA will offer qualifying examinations for the  
6 Electromechanic and Line and Signal Technician positions at least twice a year. Notification  
7 for such testing will be made at least four weeks prior to the tests. Employees who pass the  
8 qualifying examination will be placed on an eligibility list in order of seniority with preference  
9 given to Maintenance employees. Applicants taking the Electromechanic or Line and Signal  
10 qualifying examination will be compensated by UTA for time spent taking the examination  
11 based upon their then-current hourly rate of compensation. Applicants who pass the qualifying  
12 examination will be offered the position for which they have bid based upon Maintenance  
13 seniority. By mutual agreement between the Union and UTA, certain training or experience  
14 may be substituted for the qualifying examination as set forth in Section B and C of this Article.  
15 If there are no qualified bidders with Maintenance seniority, preference will be given to the  
16 qualified applicant with the highest Operations or Parts seniority. Employees who pass the  
17 qualifying examination but decline UTA's offer of a Electromechanic, Coach Technician, or  
18 Line and Signal Technician Maintenance position will be removed from consideration for the  
19 Maintenance position and must rebid in order to obtain such a position.

20 B. Electromechanic/Line & Signal Technician Qualification Training Program

21 Employees may become qualified for an Electromechanic or Line & Signal Technician  
22 position by attending and successfully completing an Electromechanic or Line & Signal  
23 training program at a Community College or other accredited institute of higher education,

1 with a minimum grade of a “C” or better.

2 Employees who participate in such training program will be required to file an  
3 Individual Learning Program Agreement with the Maintenance Training Department. The  
4 Agreement states: The classes will be attended consecutively. While a minimum of a “C”  
5 grade is required in each class, the participant must average a 2.5 GPA in all classes in order  
6 to successfully complete the program. Classes will be attended on the employee’s own  
7 (unpaid) time. UTA will pay for books, tuition, fees, and a parking pass in advance for  
8 approved participant.

9 Upon request, an employee may skip a single semester, provided they have requested  
10 the extension and received advance approval from Maintenance Training in writing. Any  
11 participant skipping more than one semester or doing so without approval will be dropped from  
12 the program. Any participant receiving a grade below a “C” will be dropped from the program.  
13 Participants may retake the class at their own expense and reapply to the program if they  
14 receive a “C” or better in that class and still maintain a 2.5 overall GPA. If a significant number  
15 of individuals wish to participate in the program, UTA may contract with the Community  
16 College or other accredited institute of higher education to provide the training at a UTA  
17 facility, on the employee’s own time.

18 Admission standards and pre-qualifications will be required by the Community College  
19 or other accredited institute of higher education. These pre-requisites are the full responsibility  
20 of the employee and are not part of this agreement. Such courses taken for this purpose can be  
21 reimbursed through UTA’s Education Assistance Program.

22 C. Line & Signal Technician Qualifications

23 Employees with the Journeyist Electrician, Master Electrician, Journeyist Lineman,

1 and Journeyist Railroad Signalman trade classifications shall fulfill the minimum  
2 qualifications for the Line & Signal Technician positions. Such trade classifications will not  
3 fulfill the minimum qualifications for any other positions in the Rail Maintenance areas.

4 ARTICLE 60: CRAFT TRAINING PAY RATES

5 Once an applicant has accepted a position as an Electromechanic, Coach Technician,  
6 or Line and Signal Technician, he or she will begin extensive craft training to be provided by  
7 UTA. Electromechanics, Coach Technicians, and Line and Signal Technicians will be  
8 compensated during such training at the greater of their existing wage rate or the top rate for  
9 an Electromechanic/Coach Technician/Line and Signal Technician. At the successful  
10 completion of craft training and experience, Electromechanics, Coach Technicians, and Line  
11 and Signal Technicians will be advanced to the A-Level/Journeyist mechanic rate. During  
12 training, the Electromechanic, Coach Technician, or Line and Signal Technician will be  
13 assigned to shifts and schedules as needed to obtain necessary instruction and on-the-job-  
14 training.

15 ARTICLE 61: RETURNING TO PREVIOUS POSITIONS

16 Employees who accept positions as Electromechanics, Coach Technicians, or Line and  
17 Signal Technicians, and who subsequently return to their prior craft, for which they are  
18 qualified, will be prohibited from bidding for a position on the respective Maintenance Roster  
19 for a period of three years from the date they leave their current position in Maintenance. Due  
20 to the cost and training time involved, Electromechanics, Coach Technicians, and Line and  
21 Signal Technicians who complete their craft training will not be able to bid out of their  
22 classification for a period of two years.

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SECTION VI

ARTICLE 62: WARRANTY

This Agreement contains all the terms and obligations agreed upon and negotiated by the parties. The Agreement shall be binding upon any successors or assigns of the parties hereto. Any provision in conflict with any applicable law or rules, regulation or order of governmental authority, shall be void and invalid but all other terms and conditions of this Agreement shall remain in full force and effect. The parties shall meet upon request to renegotiate any such invalidated terms. A waiver or breach of any condition in this Agreement by either party, shall not constitute a precedent for any subsequent waiver or breach of any condition. This Agreement terminates and renders inoperative all verbal and written agreements between the parties existing or made prior to these negotiations.

This Agreement is effective on the date set forth in Article 1, above. Signed this the

For UTA:

Utah Transit Authority

\_\_\_\_\_  
Carolyn Gonot  
Executive Director  
Utah Transit Authority

\_\_\_\_\_  
Robert Biles  
Chief Financial Officer  
Utah Transit Authority

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\_\_\_\_\_  
Kim S. Ulibarri  
Chief People Officer  
Utah Transit Authority

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

For the Union:

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2 Amalgamated Transit Union  
3 Local 382  
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7 \_\_\_\_\_  
8 Rod Dunn Doug Underwood  
9 President/Business Agent Vice President  
10 ATU, Local 382 ATU, Local 382  
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14 Norm Blessant  
15 Financial Recording Secretary/Treasurer  
ATU, Local 382

Schedule A  
**WAGE RATES**

	3/16/2020	11/29/2020	6/27/2021	11/28/2021	6/26/2022
Operator (a)	\$ 23.85	\$ 24.21	\$ 24.57	\$ 24.94	\$ 25.44
Journeyist/ A-Level Mechanic	\$ 30.68	\$ 31.14	\$ 31.61	\$ 32.08	\$ 23.72
Mechanic/Technician/ Apprentice (b) (c)	\$ 28.19	\$ 28.61	\$ 29.04	\$ 29.48	\$ 30.07
Rail Maint. Worker, Road Crew, Facilities Helper, Electromechanic Helper	\$ 25.94	\$ 26.33	\$ 26.72	\$ 27.12	\$ 27.66
Transit Vehicle Technician, Body Shop Helper (b)	\$ 25.94	\$ 26.33	\$ 26.72	\$ 27.12	\$ 27.66
Service Employee	\$ 22.83	\$ 23.17	\$ 23.52	\$ 23.87	\$ 24.35
Coach Cleaner	\$ 20.31	\$ 20.61	\$ 20.92	\$ 21.23	\$ 21.65
Parts Clerk (d) (e)	\$ 23.69	\$ 24.05	\$ 24.41	\$ 24.78	\$ 25.28
Parts Courier	\$ 22.83	\$ 23.16	\$ 23.50	\$ 23.85	\$ 24.32

- a. Senior Operators (three or more years in classification) receive an additional \$0.25 per hour.
- b. New Apprentices in the Bus & Component Rebuilding, Transit Vehicle Body & Paint and Body Fabrication Apprenticeship Programs will be paid at their current (TVT/Helper) wage rate and will receive an additional \$0.30 per hour each six months as an Apprentice up to the top Mechanic/Apprentice rate beginning six months after the start of the apprenticeship. In the event a TVT/Helper currently receives \$0.25 per module for up to three modules and enters the Apprenticeship Program, he or she will receive the time-based increase at a prorated amount (as detailed in Side Letter #3).
- c. New Apprentices in the Facilities HVAC Apprenticeship Program will be paid at their current (Helper) wage rate and will receive an additional \$0.20 per hour each six months as an Apprentice up to the top Mechanic/Apprentice rate beginning six months after the start of the apprenticeship. Facilities Helpers who complete and demonstrate competency in a Pre-apprenticeship module (as detailed in Side Letter #4) will be paid an additional \$0.25 per hour per Module passed.
- d. Top Parts Clerks (five or more years in Parts Clerk classification) will receive an additional \$1.20 per hour, as detailed in Side Letter #7.
- e. Parts Clerks (three or more years in classification) receive an additional \$0.14 per hour.

Side Letter

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Mr. Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382  
2261 South Redwood Road, Suite B  
Salt Lake City, Utah 84119

**Side Letter No. 1**

Re: Maintenance Special Campaign Positions

Dear Mr. Dunn:

It is understood and agreed that Utah Transit Authority may create, on a trial basis, six maintenance special campaign positions to assist our current maintenance employees who have had their drivers license suspended due to their being convicted of driving under the influence of alcohol.

- A. Pay for performing in this capacity will be mid-point between the affected employee's current pay and the next lower classification's corresponding pay level.
- B. This good faith effort on the part of Maintenance Management does not set precedence in future job classification or requirements.
- C. This trial program may be abolished by Maintenance Management at any time.
- D. The Amalgamated Transit Union Local 382 may abolish this program at any time provided that those employees currently in the program may be allowed to complete it under the agreed upon conditions contained herein.
- E. Any working conditions set forth by Maintenance Management concerning this trial program are not grievable under our current labor contract.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Carolyn Gonot  
Executive Director

This Letter accurately reflects our agreement:

\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

[date]

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3 Mr. Rod Dunn, President/Business Agent  
4 Amalgamated Transit Union, Local 382  
5 2261 South Redwood Road, Suite B  
6 Salt Lake City, Utah 84119  
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8 **Side Letter No. 2**  
9

10 Re: BYU Flyer Service  
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12 Dear Mr. Dunn:  
13

14 This is to confirm our understanding with respect to the operation of the BYU Flyer Service.  
15

16 Commencing with the 1996 Football season and continuing thereafter unless changed by  
17 mutual agreement of the Parties, operators assigned to the BYU Flyer Service shall be given  
18 a free pass to attend the game plus a \$13.00 allowance. Each operator will be given a set  
19 time by which that operator is to return to his or her bus toward the end of the game.  
20 Regardless of what the exact return time is in each instance, all operators assigned to the  
21 Service will be paid commencing not later than three hours after the starting time of the game  
22 or commencing as of their return time whichever is earlier.  
23

24 This letter will apply to all operators assigned to the BYU Flyer Service, including without  
25 limitation operators from the Timpanogos Business Unit.  
26

27 The following is an illustrative example of this Side Letter agreement: A BYU Flyer operator  
28 arrives with his or her bus at 12:45 p.m. for a game which commences at 1:00 p.m. For the  
29 first piece of work, that operator is paid through 12:45 p.m. During the game the operator is  
30 given a pass to attend the game and a \$13.00 allowance. At 4:00 p.m., three hours after the  
31 commencement of the game, the operator is considered to be "back on the clock" and for the  
32 second piece of work is paid from that time until the end of the assignment on that day. The  
33 operator is advised to report back to his or her bus at 4:25 p.m., and the operator leaves the  
34 stadium three minutes before the game ends and commences to prepare for the return trip.  
35

36 Operators, of course, are not required to attend the game, but must report back to their buses  
37 not later than the assigned report time in each case.  
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Side Letter #2

1 If the above correctly reflects your understanding and agreement, please sign where indicated  
2 below.

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Sincerely,

UTAH TRANSIT AUTHORITY

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Carolyn Gonot  
Executive Director

13 This Letter accurately reflects our agreement:

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\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

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Mr. Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382  
2261 South Redwood Road, Suite B  
Salt Lake City, Utah 84119

**Side Letter No. 3**

Re: Apprenticeship Agreement

Dear Mr. Dunn:

Attached to this Side Letter is Exhibit A, the agreed upon Maintenance Apprenticeship Training Program (“Program”). This program shall be subject to modification as required by the Department of Labor, Bureau of Apprenticeship and Training, to maintain eligibility for certified status.

The Joint Apprenticeship and Training Committee may develop and recommend adoption of apprenticeship programs in other crafts. Any new apprenticeship programs must be approved by UTA and the Union and incorporated into the Apprenticeship Agreement.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Carolyn Gonot  
Executive Director

This Letter accurately reflects our agreement:

\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

**EXHIBIT A**  
**MAINTENANCE APPRENTICESHIP TRAINING PROGRAM**

**FORWARD**

The ability of the Utah Transit Authority to meet the current and future transportation needs of the state of Utah rests largely upon the foundation of its work force. This work force must develop the skills and knowledge necessary to fully utilize all of the improved methods, equipment and technological advances available. The Utah Transit Authority (UTA) and the Amalgamated Transit Union (Union) recognize the value of the current apprenticeship program to the organization and its employees. The parties also recognize the importance of ensuring that employees who enter the program have sufficient aptitude and skill in order for them to be successful in the program and for the program's continued viability and success.

This apprenticeship program outlines a plan for providing much of that skill and knowledge training. This training will help ensure that we develop a work force capable of meeting the demands of today and the advances of tomorrow.

The continuing approval of this program by the Bureau of Apprenticeship and Training, U.S. Department of Labor is essential to its acceptance by the Parties. This program shall be subject to modification as required by the Department of Labor, Bureau of Apprenticeship and Training, to maintain eligibility for certified status.

**DEFINITIONS**

**SPONSOR**: Utah Transit Authority ("UTA") is the sponsoring agency. To the extent authorized, the JATC will act on behalf of UTA for this program.

**UNION**: Amalgamated Transit Union, Local 382 (the "Union").

**STANDARDS**: Or, Standards of Apprenticeship, means this entire document, including the attached "Trade schedules" and other attachments hereto.

**APPRENTICE**: A Person meeting the qualifications described in Section III of these Standards who has entered into a written Apprenticeship Agreement providing for learning and acquiring the skills of a recognized trade under the provisions of these standards.

**APPRENTICESHIP AGREEMENT**: Means the written document between the apprentice and the Sponsor, setting forth the responsibilities and obligations of both with respect to training under these Standards. This agreement shall not over-ride any provision in the Collective Bargaining Agreement between the Sponsor and the Union.

**JOINT APPRENTICESHIP TRAINING COMMITTEE**: Or, JATC is the committee with duties and responsibilities outlined in these Standards. The Joint Apprenticeship and Training Committee may develop and recommend adoption of apprenticeship programs in other crafts. Any new apprenticeship programs must be approved by UTA and the Union.

1 REGISTRATION AGENCY: Or, “the Agency,” means the Bureau of Apprenticeship and  
2 Training, U.S. Department of Labor.

3  
4 **I. PURPOSE**

- 5  
6 A. To encourage careful selection of persons entering the program.  
7  
8 B. To provide an approved plan of training apprentices within UTA’s Shop and  
9 Components, and Body Shop Disciplines.  
10  
11 C. To assure that UTA obtains the services of proficient and skilled workers.  
12  
13 D. To provide UTA and the public with the highest possible grade of service in  
14 conformity with approved practices of safety and skilled craftsmanship.  
15

16 **II. JOINT APPRENTICESHIP TRAINING COMMITTEE**

17  
18 A. Composition and Compensation

19  
20 The JATC shall be composed of three members selected by UTA and three members  
21 selected by the Union. UTA shall compensate the members of the JATC for time spent on  
22 JATC duties.  
23

24 During even-numbered years, the JATC chairman shall be a Union-selected member;  
25 during odd years, the JATC chairman shall be a UTA-selected member. Unless the Union and  
26 UTA agree otherwise, a facilitator shall meet with the JATC to assist with difficult issues. No  
27 contested decision shall be considered official unless both UTA and Union members are  
28 present in equal numbers.  
29

30 B. Duties of the JATC

- 31  
32 1. The JATC shall periodically review on-the-job training and related instruction for all  
33 apprentices.  
34  
35 2. UTA shall designate the number of positions in each classification, including  
36 apprentice, on each shift in each Division. The JATC shall work to ensure an adequate  
37 supply of apprentices to meet the staffing requirements of UTA.  
38  
39 3. The JATC shall verify that employees entering the apprenticeship program meet the  
40 minimum qualifications established in the *Selection of Apprentices* Section.  
41  
42 4. The JATC shall ensure that maintenance training records are properly completed,  
43 signed, and current. The JATC shall ensure that forms and reports required by the  
44 Agency are completed and transmitted in a timely and accurate manner. When  
45 analyzing maintenance training records, the JATC will have the authority to verify  
46 training hours, supervisor signature and the honesty and integrity of the apprentice’s  
47 actions in completing training records. If the JATC finds discrepancies with the training

1 records, it will have three ways to remedy the situation. The JATC can correct the  
2 records or, if the apprentice is found to be culpable in the record errors, the JATC may  
3 suspend an apprentice from the program for a specified period of time, or cancel an  
4 apprentice from the program. The members of the JATC will act in good faith to  
5 investigate the situation or accusations and make an educated, well-informed decision.  
6 The final outcome will be decided by a consensus of the JATC members.  
7

8 5. The JATC shall promote quality work experience, training and related instruction for  
9 apprentices at UTA. UTA shall be responsible for providing the experience and  
10 training. The JATC shall assist in developing apprenticeship training programs for  
11 various crafts, submitting such programs to the Union and UTA for final approval.  
12

13 6. If employees believe that the terms and conditions of this apprenticeship document  
14 have been improperly applied or interpreted, they shall submit a written complaint  
15 regarding such matter directly to the JATC, within 11 calendar days after the incident  
16 which gave rise to the complaint is known to exist. The decision of the JATC shall be  
17 final and binding. If the JATC fails to resolve the issue, then within 21 calendar days  
18 of such failure, the Union may request arbitration pursuant to Article 14 of the Labor  
19 Agreement.  
20

21 7. The JATC shall transmit to the Agency notices of cancellation, suspension,  
22 reinstatement, or completion of Apprenticeship Agreements and obtain and present  
23 Certificates of Completion of Apprenticeship to those who have satisfactorily  
24 completed all requirements of these Standards.  
25

26 8. The JATC shall maintain minutes of their meetings to include members in attendance,  
27 agenda items discussed, decisions made and actions taken.  
28

29 9. The JATC will determine which mechanics will attend apprenticeship training courses.  
30 Selection for training will be by maintenance department seniority, within each  
31 division; provided, however, that the JATC will also consider the business needs of  
32 UTA, and may make exceptions to application of strict seniority to accommodate  
33 business needs; and provided further that generally mechanics will complete the OJT  
34 associated with completed class work before commencing additional class work.  
35

36 **III. QUALIFICATIONS FOR AND SELECTION OF APPRENTICES**  
37

38 A. Qualifications: Applicants accepted and registered as apprentices shall meet the  
39 minimum qualifications as shown in the attached Selection Procedures.  
40

41 B. Selection:  
42

43 1. The recruitment, selection, employment, and training of apprentices shall be  
44 without discrimination because of race, color, religion, national origin, or sex. UTA  
45 shall comply with all applicable laws and regulations. UTA shall prepare an Equal  
46 Employment Opportunity Plan which shall include affirmative action goals for  
47 employees working as apprentices.

1           2.       Records: UTA shall maintain records for its employees, including apprentices,  
2                    which shall be maintained for at least five years. For apprentices, such records shall  
3                    permit identification by sex and minority status. Such records shall be made available  
4                    for inspection by the Agency pursuant to the terms of any applicable law.  
5

6       **IV.    APPRENTICESHIP AGREEMENT**  
7

8           Apprentices shall be covered by a written Apprenticeship Agreement, signed by the  
9           Apprentices, their manager, and the Manager of Training or that Manager’s designee. Such  
10          Agreement shall incorporate the terms of these Standards. A copy of each agreement shall be  
11          furnished to the JATC, the Apprentice, the Agency, and UTA. The Agreement shall contain  
12          all information necessary for the proper registration of the Apprentice.  
13

14       **V.     RATIO OF APPRENTICES TO JOURNEYISTS**  
15

16          UTA shall determine the number of apprentices. Only that number of apprentices will  
17          be employed as can be given proper supervision and training and can be assured of reasonable  
18          opportunity for employment by UTA on the completion of the apprenticeship. The actual ratio  
19          may change from time to time.  
20

21       **VI.    TERM OF APPRENTICESHIP**  
22

23          The term of apprenticeship shall be a period of reasonably continuous employment,  
24          including the probationary period, as stated on the applicable “Trade Schedule” attached to  
25          and made a part of these Standards; plus the required related instruction. In the event  
26          apprentices are required to work overtime, they shall receive credit in the term of  
27          apprenticeship for only the actual hours worked, although their pay may be calculated at an  
28          overtime rate.  
29

30          The apprentices’ progress in each period of apprenticeship may be determined on an  
31          actual hour basis. However, an apprentice who, by unusual aptitude or past education and/or  
32          practical experience, achieves the desired level of skill in a portion of the training in less than  
33          the time scheduled or programmed, may be advanced to the next level. The JATC or UTA  
34          may certify eligibility for such early advancement.  
35

36       **VII.   PROBATIONARY PERIOD**  
37

38          The first six months of employment for apprentices, after signing the Apprenticeship  
39          Agreement, shall be a probationary period. The JATC, the apprentice’s manager and foreman,  
40          and assigned mechanics shall carefully observe the performance and behavior of apprentices  
41          during this probationary period to assist in forming a recommendation as to the advisability of  
42          their continuing in the trade. If an Apprentice fails to perform at an acceptable level, and is  
43          canceled from the apprenticeship program, UTA will determine the employment status of the  
44          former apprentice. If an employee is returned to the Helper classification, he or she will not  
45          be considered for re-admission into the apprenticeship program until the JATC has determined  
46          that the issues contributing to the cancellation of that employee’s apprenticeship agreement  
47          have been adequately resolved.

1           The Agency shall be promptly advised of the termination of any apprentice.  
2

3       **VIII. HOURS OF WORK**  
4

5           Apprentices will be employed under conditions which will permit the assistance and  
6 oversight of competent supervisors and/or mechanics at times when completing on-the-job  
7 training requirements under the apprenticeship program. Apprentices shall be exempt from  
8 shift and division bidding procedures and shall be assigned to shifts and divisions by UTA.  
9 UTA shall coordinate assignments so that whenever practicable there will be no interference  
10 with approved apprenticeship training programs.  
11

12       **IX. APPRENTICESHIP WAGE SCHEDULE**  
13

14           Apprentices shall be paid according to the schedule set forth in the Collective  
15 Bargaining Agreement.  
16

17       **X. REQUESTS FOR CREDIT FOR PREVIOUS EXPERIENCE AND/OR**  
18       **TRAINING**  
19

20           All personnel enrolled in the Apprenticeship program may receive credit for previous  
21 experience or training. In order to receive credit for a particular module of training the  
22 apprentice must contact the Maintenance Training Office and request that they be given the  
23 end of course exam for the applicable module. Any apprentice who scores above the minimum  
24 passing grade for an end of course exam will then be scheduled as soon as practicable, for any  
25 necessary related OJT required by that module.  
26

27       **XI. WORK EXPERIENCE**  
28

29           Wherever scheduling requirements permit, apprentices shall be given work  
30 assignments that allow them to gain experience, skill and proficiency related to their current  
31 area of training. Such on-the-job training shall be carried out by the individual's Manager,  
32 Foreman and/or a qualified mechanic assigned by the Foreman. The Schedule of Work  
33 Experience for each trade is covered in this document in the section labeled "Trade Schedule."  
34

35       **XII. RELATED INSTRUCTION**  
36

37           All apprentices shall be required to attend classes in subjects related to the trade as part  
38 of the Apprenticeship program. These classes may be given during or outside of the regular  
39 working hours, depending on available resources. All time spent in such classes outside of an  
40 apprentice's normal scheduled work time shall not be considered hours of work and will not  
41 be paid. If an apprentice is required to attend classes during their normally scheduled work  
42 hours they will be compensated at their regular hourly rate. The Apprenticeship program may  
43 be made up of a combination of UTA sponsored classroom training, correspondence training,  
44 home study or off-site classes provided by other organizations. All courses of study must be  
45 approved by UTA.  
46  
47

1           Whenever possible, the time devoted to each subject and the sequence of training will  
2 be determined by the type of work being performed by the apprentice at the job. Instruction  
3 shall be coordinated as much as possible with the work on the job so that both the apprentice  
4 and UTA will receive the maximum benefits from such training.

5  
6           Failure on the part of apprentices to fulfill their obligation as to the related training  
7 studies and/or attendance, or their failure to maintain passing grades therein, shall constitute  
8 adequate cause for cancellation of their Apprenticeship Agreement.

9  
10          The schedule of related instruction may be adjusted as the training programs are  
11 developed, subject to the approval of the JATC.

12  
13 **XIII. SAFETY AND HEALTH TRAINING**

14  
15          UTA will comply with all applicable State and Federal laws pertaining to health and  
16 safety practices. All apprenticeship training programs shall instruct the apprentice in safe and  
17 healthful work practices and procedures.

18  
19 **XIV. SUPERVISION OF APPRENTICES**

20  
21          UTA shall exercise supervisory responsibility for all apprentices. On the job training  
22 of Apprentices may be provided by any Manager, Foreman or any mechanic selected and  
23 assigned by the Foreman due to their qualification, skill and experience in the task being  
24 trained. Whenever practicable the Foreman should assign their apprentices to work related to  
25 their current area of study and in accordance with the work processes shown on the attached  
26 Trade Schedule.

27  
28 **XV. PERIODIC EXAMINATION**

29  
30          Periodically, or when concerns about an apprentice's progress arise, UTA and an  
31 authorized representative of the JATC will examine the apprentice's training progress. If, after  
32 the Probationary period, the apprentice's training or work progress is found unsatisfactory the  
33 apprentice shall be returned to Probationary status. The JATC shall devise a reasonable  
34 program of supplemental training and/or OJT aimed at helping the apprentice successfully  
35 complete the area(s) in which they are deficient.

36  
37          If, after a suitable period of supplemental training and/or OJT, the apprentice does not  
38 demonstrate the ability and the desire to continue the training necessary to complete the  
39 Apprenticeship Program, this may be considered adequate cause for cancellation of the  
40 Apprenticeship Agreement.

41  
42 **XVI. CONTINUITY OF EMPLOYMENT**

43  
44          As long as the apprentice is successfully meeting their training requirements UTA  
45 intends and expects to give the apprentice continuous employment. UTA reserves the right,  
46 however, to suspend training whenever conditions of business make it necessary. When it is  
47 necessary to lay off apprentices, it shall be done in accordance with the current Collective

1 Bargaining Agreement.

2  
3 **XVII. MAINTENANCE OF RECORDS**

4  
5 The JATC shall assist UTA's Training Department in maintaining complete training  
6 records on each apprentice, covering all details of their apprenticeship, including OJT reports,  
7 attendance, and written progress in related instruction.

8  
9 **XVIII. CERTIFICATE OF COMPLETION**

10  
11 Upon satisfactory completion of the requirements of the apprenticeship as established  
12 herein, the JATC shall certify in writing the name of the completing apprentice to the  
13 Registration Agency and recommend that a Certificate of Completion of Apprenticeship be  
14 awarded to the apprentice.

15  
16 Apprentices who complete a UTA apprenticeship program will be classified as a  
17 Journeyist. Upon graduation, the apprentices will remain in their assigned business units.

18  
19 **XIX. NOTICE TO REGISTRATION AGENCY**

20  
21 The Registration Agency shall be notified promptly of all new apprentices to be  
22 registered, credit granted, suspensions for any reason, reinstatements, extensions,  
23 cancellations, and completions.

24  
25 **XX. REGISTRATION OF STANDARDS**

26  
27 These Standards will be promptly registered with the Agency, with a copy provided.

28  
29 If UTA and the Union decide to terminate the apprenticeship program, they shall jointly  
30 notify the Agency. If the parties do not follow the terms of these Standards, the Agency may  
31 also de-register the program.

32  
33 **XXI. AMENDMENTS OR MODIFICATIONS.**

34  
35 These Standards may be amended at any time by agreement between UTA and the  
36 Union upon recommendation of the JATC.

37  
38 **XXII. DISPUTE RESOLUTION**

39  
40 Apprentices are encouraged to take up individual problems or grievances with their  
41 supervisor and/or the designated persons administering this program. Issues involving the  
42 interpretation or application of the terms of this program shall be resolved by the JATC under  
43 Article II (B)(6), above.

44  
45 Nothing in this side letter or the Collective Bargaining Agreement shall prohibit an  
46 employee from exercising his or her rights to register a complaint or appeal with the  
47 Department of Labor as allowed under federal regulations.

**XXIII. SEXUAL HARASSMENT AND DISCRIMINATION**

UTA has a company-wide policy prohibiting sexual harassment and discrimination in violation of federal law. That policy shall be deemed to apply to all apprentices and all rights and remedies under federal law shall be available to all apprentices.

**XXIV. GENDER**

Any reference to either the male or female gender in these standards is intended to include both genders and is not to be considered as a limitation on either sex.

**XXV. CONFORMANCE WITH STATE AND FEDERAL LAWS**

No section of these Standards of Apprenticeship shall be construed as permitting violation of any Law of the state of Utah or of the United States.

**Shop and Components Program:**

	<b>RECOMMENDED MINIMUM</b>	<b>OJT HOURS MAXIMUM</b>
A. Preventative Maintenance	480	850
Conducts all Preventive Maintenance inspections (A,B,C,D,E) on Transit Vehicles in accordance with most current procedures adhering to all applicable safety and environmental standards.		
B. Electrical	620	1096
Troubleshoot, Repair, Replace Transit Vehicle Electrical/Electronic Systems and/or components adhering to all applicable safety and environmental standards.		
C. Brake Systems	280	496
Troubleshoot, Repair, Replace Transit Vehicle Brake System and/or components in accordance with most current procedures adhering to all applicable safety and environmental standards.		
D. Air Systems	200	354
Troubleshoot, Repair, Replace Transit Vehicle Air System and/or components in accordance with most current procedures adhering to all applicable safety and environmental standards.		
E. Suspension/Steering	540	955
Troubleshoot, Repair, Replace Transit Vehicle Suspension System and/or components in accordance with most current procedures adhering to all applicable safety and environmental standards.		
F. HVAC	480	850
Inspect, Troubleshoot, Repair, Replace Transit Vehicle HVAC System and/or components in accordance with most current procedures adhering to all applicable		

1	safety and environmental standards.		
2			
3	G. Passenger Assist Units	280	496
4	Inspect, Troubleshoot, Repair, Replace Transit Vehicle Passenger Assist Units and/or		
5	components in accordance with most current procedures adhering to all applicable		
6	safety and environmental standards.		
7			
8	H. Transmission and Associated Drivetrain Components	480	850
9	Troubleshoot, Repair, Replace Transit Vehicle Transmission and Associated Drivetrain		
10	Components in accordance with most current procedures adhering to all applicable		
11	safety		
12	and environmental standards.		
13			
14	I. Engines	1160	2053
15	Inspect, Troubleshoot, Repair, Replace Transit Vehicle Engines, Engine Components		
16	and/or Sub Systems in accordance with most current procedures adhering to all		
17	applicable safety and environmental standards.		
18			
19	<b>Total OJT Hours</b>	<b>4520</b>	<b>8000</b>
20			

**SCHEDULE OF RELATED INSTRUCTION**

UTA will provide related technical instruction. The related technical instruction is divided into ten modules with a total of 960 classroom hours of instruction.

**RELATED TECHNICAL INSTRUCTION MODULARITY UNITS**

Classroom Hours

30	A. Preventive Maintenance	80
31	B. Basic and Advanced Electricity	240
32	C. Brakes	64
33	D. Air Systems	16
34	E. Air Suspension/Steering and Axles	120
35	F. HVAC/EAC	80
36	G. Wheelchairs and Handicap Systems	80
37	H. Transmissions, Axles, Drives and Differentials	120
38	I. Engines Trouble Shooting, Overhaul	160
39		
40	Total RTI	960

1	<b>Transit Vehicle Body, Paint and Fabrication Technician Program:</b>		
2			
3	<u>Work Process Schedule</u>	<u>Related Instruct Hrs</u>	<u>OJT Hours</u>
4			
5	<b>A. Electrical Systems</b>	<b>240</b>	<b>160-280</b>
6	1. Motors		
7	2. Relays		
8	3. Starters		
9	4. Generator/Alternator		
10	5. Charging Systems		
11	6. Lighting Systems		
12	7. Engine Control Systems		
13	8. Gages and Instruments		
14			
15	<b>B. Basic and Advanced Welding</b>	<b>80</b>	<b>640-800</b>
16	1. Perform basic welding and		
17	cutting procedures (in order)		
18	Oxy/acetylene and plasma cutting overview	24	
19	TIG	24	
20	Stick	24	
21	MIG	8	
22			
23	2. All Positions:		
24	Vertical		
25	Horizontal		
26	Overhead		
27	Flat		
28	3. All Metals:		
29	All positions		
30	Aluminum		
31	Steel		
32	Stainless steel		
33			
34	<b>C. Metal Work &amp; Fabrication, Safety &amp; Equipment</b>	<b>248</b>	<b>1040-1200</b>
35	1. Read and understand blue prints	8	
36	2. Sheet metal layout	32	
37	Forming		
38	Shearing		
39	Assembly		
40	3. Structural steel forming	40	
41	Fabricating components from:		
42	Channel		
43	Angles		
44	Tubing		
45	Aluminum		
46	4. Manufacturing of tools, jigs		
47	and fixtures	4	

1	5. Operation of Equipment	84	
2	CNC Pantograph Plasma Cutter	40	
3	CNC press brake	24	
4	Shear	4	
5	Metal muncher	4	
6	Power saws	4	
7	Form roller	2	
8	Drill press	2	
9	Various and power tools	4	
10	6. Layout and fabrication (Sheet		
11	metal, aluminum, stainless)	80	
12	Body panels		
13	Doors		
14	Compartment boxes		
15	Step wells		
16	Window and door frames		
17	Floor, side and roof supports		
18	Inside and outside moldings		
19			
20	<b>D. Coach Body Repair (Prerequisites: Electrical &amp; Air)</b>	<b>248</b>	<b>1680-2000</b>
21	1. Adhesive and Fillers	40	
22	2. Repair small and large dents	32	
23	3. Aligning, drilling and securing panels	24	
24	4. Assembly, straighten, align:	68	
25	Body components		
26	Frame structures		
27	Pulling	4	
28	Straightening		
29	5. Repair or replace:		
30	Front and rear cowl panels	24	
31	Fire walls and floors, bulk heads	40	
32	Glass and windshield openings	16	
33			
34	<b>E. Air Systems</b>	<b>16</b>	<b>120-200</b>
35	1. Air compressors R&R TS		
36	2. Air Drivers, Purge, Heaters		
37	3. Accessory Valve and Wipers-Throttle		
38	4. Tanks		
39	5. Brake foot valve and throttle valve		
40			
41	<b>F. Air Suspension Systems</b>	<b>64</b>	<b>120-200</b>
42	1. Air bags and Leveling Valves		
43	2. Radius and Lateral Rods		
44	3. Stabilizers		
45	4. Torsion Bars and shocks		
46	5. Leyland		
47	6. Kneeling systems		

1			
2	<b>G. Coach Sub System Assembly</b>	<b>176</b>	<b>560-640</b>
3	1. Mechanical components		
4	Radiator assembles (lab only)	8	
5	Door shaft, motor assemblies,		
6	Door assemblies	36	
7	Designation signs and control	4	
8	Steering systems	8	
9	Coolant booster pumps (OJT)		
10	A/C components	8	
11	Windshield washer components (OJT task)		
12	Brakes (back off slack adjusters)	8	
13	2. Remove and replace		
14	Accessories and components	24	
15	Wheels (OJT task)		
16	3. Repair and/or replace windshield and		
17	window assembly	16	
18	4. Repair, replace and/or align body		
19	components; doors(passenger, engine		
20	battery, trans) headlight, destination		
21	sign	48	
22	5. Seats:drivers, passengers	8	
23	6. Bumpers and mounting structures	8	
24			
25	<b>H. Passenger Assist Units</b>	<b>48</b>	<b>160-240</b>
26	1. Lift-U lifts		
27	2. Ricon		
28			
29	<b>I. Coach Body Painting</b>	<b>112</b>	<b>1040-1200</b>
30	1. Prepare surface for refinishing	40	
31	Feather edge metal finished areas		
32	Mask area to be finished		
33	Apply and sand glazing putty		
34	Apply and sand primer-surfacer		
35	2. Refinish body panels	40	
36	Apply paint to steel, aluminum, fiberglass,		
37	plastic		
38	Apply lacquer-type paint		
39	Apply enamel-type paint		
40	3. Repair/replace logos and decals	8	
41	4. Clean and maintain shop equipment	24	
42	Properly dispose of hazardous waste		
43	Properly use safety equipment		
44			
45	<b>TOTAL HOURS</b>	<b>1232</b>	<b>5520-6760</b>
46			
47			

1 **SELECTION OF APPRENTICES**

2 Applicants accepted as apprentices shall meet all the following requirements:

- 3
- 4 A. Helpers/TVTs who meet the minimum qualifications of the apprenticeship program  
5 may complete an application to become an apprentice. An apprentice who withdraws  
6 or is cancelled from the program and who retains employment with UTA will, for the  
7 purposes of bidding back into the apprenticeship program, hold a seniority position  
8 immediately below the least senior Helper/TVT at the time of cancellation or  
9 withdrawal from the program. If at any time there are not enough apprentices in any  
10 given business unit, UTA will post openings as described in Article 50: Maintenance  
11 Promotions and Bidding.

12

13 All applicants must have **ALL** of the following.

- 14
- 15 A. A current, or be able to acquire, valid Class B CDL driver’s license and associated  
16 endorsements. If under the age of 21, applicant must be able to acquire an Intrastate  
17 CDL and must be able to acquire a Class B CDL driver’s license once they reach the  
18 age of 21.
- 19
- 20 B. Passed both an aptitude and standardized test determined by UTA. Employees will be  
21 able to take both of these tests on UTA time. UTA will pay the standardized test fee,  
22 one time, for qualifying employees.
- 23
- 24 C. The required tools.

25

26 All applicants must have **(1) ONE** of the following:

- 27
- 28 A. Have a 2-year degree in a related field;  
29 **OR**
- 30 B. Have a military MOS;  
31 **OR**
- 32 C. Have one year of related technical school AND one year of related experience;  
33 **OR**
- 34 D. Have 6 months related experience.

35

36 The JATC shall verify that employees entering the apprenticeship program meet the  
37 minimum qualifications.

38

39 **MODULE PAYMENT INCORPORATION**

40

41 A Helper/TVT who completed one, two, or three of the three possible Career Ladder  
42 Training Modules by November 30, 2010 will be “grandfathered” in a separate agreement  
43 document.

44

45 Master Technicians will also be eligible for selection as an apprenticeship. Master  
46 Technicians will not be eligible for the \$0.30 increase for every 6 months as an apprentice as  
47 detailed in Schedule A of the CBA, foot note b. Master Technicians will remain at the top

Side Letter #3

- 1 Mechanic/Technician/Apprentice wage rate until they graduate from the apprenticeship
- 2 program.
- 3
- 4

<b>Time-Based Apprenticeship Increases After 6 months, a \$0.30 increase would appear except for the final 6-months which would be paid at \$0.29. Total: \$1.79</b>						
Months	6 months	12 months	18 months	24 months	30 months	36 months
Cumulative	\$0.30	\$0.60	\$0.90	\$1.20	\$1.50	\$1.79
Individual Increase	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.29

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Mr. Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382  
2261 S. Redwood Road, Suite B  
Salt Lake City, UT 84119

**Side Letter 3.1**

Re: Grandfathered Career Ladder Bus and Facilities Maintenance Employees

Dear Mr. Dunn:

The Bus and Facilities Maintenance divisions of UTA ended the training program known as the “career ladder” in 2010. Currently four individuals are receiving payment for 1-3 career ladder modules.

These individuals are now considered “grandfathered” which means they will continue to receive the payment for career ladder modules until they are no longer employed by UTA’s Bus Maintenance &/or Facilities Maintenance divisions.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Carolyn Gonot  
Executive Director

This Letter accurately reflects our agreement:

\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

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Mr. Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382  
2261 South Redwood Road, Suite B  
Salt Lake City, Utah 84119

**Side Letter No. 4**

Re: Facilities Maintenance Apprenticeship Agreement

Dear Mr. Dunn:

In accordance with Side Letter No. 3 of the Collective Bargaining Agreement (CBA) between the Amalgamated Transit Union Local 382 (the Union) and the Utah Transit Authority (UTA), UTA will continue the Facilities Maintenance Apprenticeship Agreement created for the Facilities Maintenance craft.

This Facilities Maintenance Apprenticeship Agreement (“FMAA”) clarifies the revisions associated with the Bus Maintenance Apprenticeship Program will not impact the “FMAA” Career Ladder. The three (3) modules that form the Facilities Career Ladder (HVAC, Electrical and Construction) will continue to remain separate from the ”FMAA” and will continued to be paid as set forth in Schedule A: Wage Rates footnote “c.”

All sections of Side Letter No.3, Exhibit A shall apply to this program with the exception of the Work Process Schedule - Shop and Components, Schedule of Related Instruction, and Selection of Apprentices. Attached to Side letter No.4 is Exhibit B which contains the Work Process Schedule – Facilities HVAC, Schedule of Related Instruction, and Selection of Apprentices for the Facilities Maintenance Apprenticeship Program.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Carolyn Gonot  
Executive Director

This Letter accurately reflects our agreement:

\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

**EXHIBIT B**

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<b>WORK PROCESS SCHEDULE – Facilities HVAC</b>	<b><u>OJT Hours</u></b>	
A. HVAC 1110 Refrigeration Basic Electrical Troubleshoot, Repair, and Replace HVACR electrical controlled circuits, single phase motors, and starting devices. Able to read ladder and schematic diagrams.	<b>736</b>	<b>1280</b>
B. HVAC 1120 Basic Refrigeration Cycle and Physics Principles Troubleshoot, Repair and Replace refrigeration systems utilizing proper HVAC tools and equipment. Able to cut, solder, and braze copper tubing. Pass 608 EPS/CFC certification test.	<b>736</b>	<b>1280</b>
C. HVAC1210 Refrigeration Fundamentals & Domestic Units Troubleshoot, assemble, install, service and repair of refrigeration units. Understand properties of refrigerants, piping, layout, and service of small hermetic systems.	<b>736</b>	<b>1280</b>
D. HVAC 1220 Reading & Interpreting of HVAC blueprints Read and interpret HVAC blueprints to design. Install HVAC layout, fabricate and install common sheet metal duct fittings.	<b>230</b>	<b>400</b>
E. HVAC 2310 Residential & Light Commercial System Start-up, preventative maintenance, service, repair, and installation of residential and light commercial systems including electrical and electronic controls.	<b>736</b>	<b>1280</b>
F. HVAC 2410 Air Conditioning Understanding of commercial and residential air-conditioning installation. Able to service refrigerant control devices and compressors.	<b>736</b>	<b>1280</b>
G. HVAC 2420 Computer Operated Controls Troubleshoot, repair, and replacement of Programmable Logic Controls/Components. Understanding of Ladder Logic as it applies to HVAC systems.	<b>230</b>	<b>400</b>
H. HVAC 1470 Math Basics for HVAC Apply mathematical functions pertaining to HVAC tasks.	<b>0</b>	
I. WLD 1005 Related Welding Perform basic brazing, welding and cutting procedures using arc and acetylene equipment.	<b>460</b>	<b>800</b>
<b>Total OJT Hours</b>	<b>4600</b>	<b>8000</b>

1	<b>RELATED TECHNICAL INSTRUCTION MODULARITY UNITS</b>		
2	<u>Related Instruction Classroom Hours</u>		<u>RI Hours</u>
3			
4	A. HVAC 1110	HVAC IA (Refrigeration Basic Electrical)	150
5	B. HVAC 1120	HVAC IB (Basic Refrigeration Cycle and Physics Principles)	45
6	C. HVAC 1210	HVAC IIA (Refrigeration Fundamentals & Domestic Units)	150
7	D. HVAC 1220	HVAC IIB (Reading & Interpreting of HVAC blueprints)	45
8	E. HVAC 2310	HVAC IIIA (Residential & Light Commercial Systems)	150
9	F. HVAC 2410	HVAC IVA (Air Conditioning)	150
10	G. HVAC 2420	HVAC IVB (Computer Operated Controls)	45
11	H. HVAC 1470	Math Basics for HVAC	75
12	I. <u>WLD 1005</u>	<u>Related Welding</u>	<u>45</u>
13		<b>Total</b>	<b>855</b>

14  
15 **SELECTION OF APPRENTICES – Facilities HVAC**

16 Applicants accepted as apprentices shall meet all the following requirements:

- 17
- 18 A. Apprenticeship openings shall be posted by UTA for at least 48 hours excluding Saturday and  
19 Sunday before selections are made for the program. A copy of the posting shall be given to  
20 the Union upon request. Preference for selection as an apprentice shall be given to the most  
21 senior qualified Helper who applies. An apprentice who withdraws or is cancelled from the  
22 program and who retains employment with UTA will, for the purposes of bidding back into  
23 the apprenticeship program, hold a seniority position immediately below the least senior  
24 Helper at the time of cancellation or withdrawal from the program.
- 25
- 26 B. Employees who are classified as Helpers within the Shop & Components Discipline will be  
27 eligible to bid on an apprenticeship opening after one year in the Helper classification in that  
28 Discipline. During the time that employees are classified as Helpers, they will receive the  
29 preventive maintenance module and may also receive other training within the apprenticeship  
30 program.
- 31
- 32 C. UTA will determine the number of apprentices in each craft, division, and shift. Apprentices  
33 will be selected by seniority from Helpers who apply to the apprenticeship program, and who  
34 meet the minimum qualifications for the apprenticeship program. The minimum  
35 qualifications shall include completion of the Maintenance Enhancement Program (MET),  
36 plus the following minimum qualifications:
- 37 1. The candidate must be 21 years of age
  - 38 2. The candidate must have successfully completed UTA’s MET program
  - 39 3. The candidate must have (a) one year of technical school and two years experience in  
40 the industry, have a two-year degree in a related field, or have a military mechanical  
41 MOS; or (b) one year of related technical school and one year of related experience,  
42 plus satisfactory score on an aptitude test administered by UTA
  - 43 4. The candidate must have required tools; and
  - 44 5. The candidate must pass a standardized test administered by UTA
- 45

46 The JATC shall verify that employees entering the apprenticeship program meet the minimum  
47 qualifications.

[date]

1  
2  
3 Mr. Rod Dunn, President/Business Agent  
4 Amalgamated Transit Union, Local 382  
5 2261 S. Redwood Road, Suite B  
6 Salt Lake City, UT 84119  
7

8 **Side Letter No. 5**  
9

10 Re: Diesel Mechanic Scholarship Agreement  
11

12 Dear Mr. Dunn:  
13

14 UTA shall established a Diesel Mechanic Scholarship Program “Program” that provides a  
15 total of 30 Diesel Mechanic scholarships and 3 Body Shop Mechanic scholarships for full  
16 tuition for a two year Diesel Mechanic Program or Body Shop Mechanic Program approved  
17 by UTA. Candidates for the “Program” will be selected based upon their seniority, subject to  
18 successful completion of probation and testing. Employees who voluntarily quit will be  
19 required to repay their tuition assistance received within the 24 months preceding their  
20 separation. All courses of study must be taken during non-working hours.  
21

22 Employees selected to participate in this scholarship program will be required to file and  
23 have approved an Individual Learning program agreement with the Maintenance Training  
24 Program.  
25

26 To be eligible for the “Program”, an employee must be currently employed by UTA, pass  
27 their probationary period and pass an aptitude test administered by UTA. The “Program” will  
28 be made available to all Maintenance department employees by seniority.  
29

30 Any unused scholarships will be made available to all bargaining unit employees and  
31 awarded in accordance with their Parts and Operations seniority.  
32

33 Employees will be required to remain within their craft for a period of 24 months following  
34 receipt of the last disbursement of scholarship funds.  
35

36 Upon request, an employee may skip a single semester, provided they have requested the  
37 extension and received advance approval from Maintenance Training in writing. Any  
38 individual skipping more than one semester or doing so without approval will be dropped  
39 from the program.  
40

41 Any participant receiving a grade below a “C” will be dropped from the program.  
42 Participants may retake the class at their own expense and reapply to the program if they  
43 receive a “C” or better in that class and still maintain a 2.5 overall GPA.  
44

45 Admission standards and pre-qualifications are required by the college, and include an  
46 admissions test, math skills and other requirements as determined by the college. These pre-  
47 requisites are the full responsibility of the employee and are not part of this Agreement.  
48

Side Letter #5

1 If the above correctly reflects your understanding and agreement, please sign where indicated  
2 below.

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Sincerely,

UTAH TRANSIT AUTHORITY

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Carolyn Gonot  
Executive Director

14 This Letter accurately reflects our agreement:

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\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

[date]

Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382  
2261 South Redwood Road, Suite B  
Salt Lake City, Utah 84119

**Side Letter No. 6**

Re: Drug And Alcohol Testing

Dear Mr. Dunn:

This letter summarizes the agreement between Utah Transit Authority and the Amalgamated Transit Union, Local 382, regarding drug and alcohol testing of bargaining unit employees. The parties agree to the following:

**Recitals**

The Utah Transit Authority ("UTA") and the Amalgamated Transit Union, Local 382 (the "Union"), hereinafter collectively referred to as "the Parties", hereby agree to the terms of this Side Letter to the Collective Bargaining Agreement which supersedes the December 11, 1998 Drug and Alcohol Side Letter and all prior drug and alcohol testing Side Letters.

The Parties share concern and consideration regarding the problem of drug<sup>1</sup> and alcohol use in society and in the workplace. We have adopted shared interests as stated below, which have guided the development of this Side Letter and should guide any future interpretations of this Side Letter.

The Parties jointly express that our first and foremost concern is for the safety of our riding passengers, the other users of the highways and rail system, and UTA employees.

The Parties recognize that UTA and certain of its employees are subject to federal drug and alcohol testing requirements, as set forth in 49 C.F.R. Parts 40 and 655 (hereinafter, the "FTA Regulations") and the Parties agree to adhere to the requirements of those Regulations.

The Parties recognize that the Collective Bargaining Agreement, generally accepted management practices and specific past practice at UTA, gives UTA management the right to administer complete physical exams to UTA employees, and that it is the employee's obligation to cooperate fully in these exams. This procedure of giving exams is intended to protect the employee as well as the public. The exams should be conducted in such a manner

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<sup>1</sup> The terms drug, illegal drug, illicit drug, and/or controlled substance will be construed in this Side Letter to include, without limitation, narcotics, central nervous system stimulants or depressants, sedatives, anti-anxiety agents, hallucinogens, volatile hydrocarbons and petroleum derivatives, belladonna alkaloids, marijuana, hashish, synthetic (designer) chemicals, and all other controlled, habit forming or performance altering substances.

1 as to ensure factually correct exam results.  
2

3 The Parties recognize that UTA has the right to continue to publish, administer, and  
4 enforce drug and alcohol policies and procedures applicable to bargaining unit employees.  
5 Such policies and procedures will include matters that may or may not be specifically  
6 addressed in this Side Letter, including, but not be limited to, matters relating to prohibited  
7 substances, treatment requirement, testing procedures, role of the substance abuse professional,  
8 voluntary rehabilitation, defined positive test results, and consequences of positive test results.  
9 Any such policies or procedures will be construed and applied in a manner consistent with this  
10 Side Letter and the Collective Bargaining Agreement.  
11

12 **Testing**  
13

14 ***Reasonable Cause Testing.*** UTA may require an employee to undergo a drug and  
15 alcohol test when facts, circumstances, evidence, physical signs or symptoms, or a pattern of  
16 performance or behavior would cause a supervisor or manager to conclude that an employee  
17 may be intoxicated, has diminished ability, or is under the influence of a prohibited substance.  
18 This testing is separate from, and in addition to, UTA’s right to test in accordance with FTA’s  
19 reasonable suspicion testing.  
20

21 ***Post-Accident Testing.***

22  
23 I. **Vehicle-Related Post Accident Testing.**  
24

25 An employee will be required to undergo a drug and alcohol test if:  
26

27 (1) as required under the FTA regulations, the employee is involved in an accident. An  
28 “accident”, as that term is defined in those Regulations, means an occurrence associated with  
29 the operation of a vehicle if, as a result:  
30

- 31 a. an individual dies;
- 32
- 33 b. an individual suffers a bodily injury and immediately receives medical  
34 treatment away from the scene of the accident;
- 35
- 36 c. with respect to an occurrence in which the UTA vehicle involved is a bus,  
37 electric bus, van or automobile, one or more vehicles incurs disabling damage  
38 as the result of the occurrence and is transported away from the scene by a tow  
39 truck or other vehicle; or
- 40 d. with respect to an occurrence in which the UTA vehicle involved is a rail car,  
41 trolley car, trolley bus, or vessel, the UTA vehicle is removed from revenue  
42 service; or  
43

44 (2) if, in the estimation of the investigating supervisor, there are circumstances that would give  
45 reason to test; examples of such circumstances are:  
46  
47

- 1 a. a violation of defensive driving rules or training;
- 2
- 3 b. a violation of motor vehicle laws or rules; or
- 4
- 5 c. a violation of a standard operating procedure or work rule relating to the
- 6 operation of a UTA vehicle.
- 7

8 Except as required under the FTA Regulations, an employee will not be required to  
9 undergo a drug and alcohol test in the event of an incident involving injury to a third person  
10 that occurs while a transit vehicle is stopped nor an incident involving injury to a third person  
11 that occurs away from, and does not involve any contact with, a transit vehicle.

12  
13 ***Non-Vehicular Industrial Accident Testing.***

14  
15 Employees will be required to undergo drug and alcohol testing if they are involved in  
16 a non-vehicular industrial accident that involves a person receiving medical treatment for a  
17 work-related injury at a medical facility.

18  
19 A. An employee will immediately report the work-related injury to the Workers'  
20 Compensation Administrator or to the employee's immediate supervisor; and

21  
22 B. UTA will conduct testing as follows:

23  
24 1. UTA will ensure that the employee is tested for alcohol as soon as  
25 practicable within eight hours after the person reported the accident if the  
26 employee immediately reports an industrial accident to the Workers'  
27 Compensation Administrator or to the employee's immediate supervisor or  
28 manager; and

29  
30 2. UTA will test the employee for drugs as soon as practicable within 32  
31 hours after the employee reported the accident if the person immediately reports  
32 an industrial accident to the Workers' Compensation Administrator or to the  
33 person's immediate supervisor or manager.

34  
35 ***Return to Duty Testing.*** All employees who previously tested positive on a drug or  
36 alcohol test must test negative and be evaluated and released to duty by the UTA-designated  
37 substance abuse professional before returning to work. Such employees will be required to  
38 undergo frequent unannounced follow-up drug and/or alcohol testing as specified by the  
39 substance abuse professional and for the period of their return-to-work agreements (up to 60  
40 months).

41  
42 ***Fitness for Duty Testing.*** In accordance with Article 20 of the Collective Bargaining  
43 Agreement, UTA may require an employee to submit to a physical examination by a physician  
44 selected and paid by UTA. If UTA requires a fitness for duty examination pursuant to Article  
45 20, UTA may also require the employee to submit to drug and alcohol testing if:

46  
47

1 (A) the physician has reason to believe that the employee should be tested for drugs or  
2 alcohol; or  
3

4 (B) the physician cannot conclude that a physical reason unrelated to drugs or alcohol  
5 caused, or is causing, the concern that led to the fitness for duty examination.  
6

7 However, if UTA requires a fitness for duty examination pursuant to Article 20, UTA may not  
8 also require the employee to submit to drug and alcohol testing if the physician concludes that  
9 the reason for the concern that led to the fitness for duty examination is a physical impairment  
10 unrelated to drugs or alcohol.  
11

12 ***Management Right to Require Medical Evaluations.*** This Side Letter will not be  
13 construed to limit UTA's right to require medical evaluations, but UTA will do this in a  
14 reasonable manner.  
15

16 ***Union Review of Testing Procedures.*** UTA has established and will monitor testing  
17 and evidence custody procedures. The Union may review and provide input on these  
18 procedures to assure appropriate handling of samples and correct test results. These procedures  
19 are assumed to be valid and any change made will be implemented from that point on and will  
20 not impact test results which occurred before the procedural changes.  
21

22 ***Transportation.*** UTA will provide for transportation to the residence of an employee  
23 who, as a result of drug or alcohol testing conducted after the end of the employee's regularly  
24 scheduled shift, does not otherwise have transportation home. UTA will compensate an  
25 employee at the employee's regular rate of pay, including applicable overtime required by law,  
26 for time spent traveling to and from a UTA-designated drug and alcohol testing site if such  
27 travel is required before or after the employee's regularly scheduled shift, except that no such  
28 compensation will be paid to an employee undergoing return-to-duty or follow-up testing  
29 following a positive test result.  
30

**Test Results**

1  
2  
3 This Side Letter is intended to encompass the complete issue of drug use and misuse.  
4 The failure to specifically mention a drug or substance should be assumed to mean that drug  
5 or substance falls into the category of “prohibited substance other than marijuana or alcohol”  
6 as an illicit or controlled substance.  
7

8 ***Testing Procedures.*** The Parties agree to apply the federal regulations concerning drug  
9 and alcohol testing contained in the FTA Regulations. The Parties agree to jointly select the  
10 Medical Review Officer (MRO) to be used during the term of this Side Letter.  
11

12 ***Split Samples.*** All urine samples, for all types of tests, will be collected using the split  
13 sample method set forth in 49 C.F.R. Part 40, as amended or superceded.  
14

15 ***MRO Review.*** As set forth in the FTA Regulations, all positive laboratory drug tests  
16 shall be privately reviewed by a MRO before a test result will be considered positive. This  
17 procedure shall be used for all types of testing.  
18

19 ***Positive Marijuana Test Results.*** If an employee’s sample is found to contain  
20 marijuana, the employee will immediately be taken out of service and placed on an approved  
21 leave without pay. In order to return to work, the employee may take a second exam anytime  
22 within 30 days. If the results of the second exam show no presence of marijuana, then the  
23 employee will be eligible to agree to a Return-to-Work Behavioral Agreement and resume  
24 their regular duties. If the results of the test of the second sample show presence of marijuana,  
25 but less than the previous sample, then the employee will be allowed to wait for a period not  
26 greater than 30 days and submit to another test. If the results of the second exam show presence  
27 of marijuana greater than the previous sample or shows the presence of any other prohibited  
28 substance, the employee will be terminated.  
29

30 ***Positive Drug Test for Other Than Marijuana.*** An employee with a positive drug test  
31 for any prohibited substance other than marijuana or alcohol will receive a suspension without  
32 pay for 21 calendar days. In order to return to work, the employee must take a second exam  
33 following the suspension. If the results of the second exam show no presence of any prohibited  
34 substance, then the employee will be eligible to agree to a Return-to-Work Behavioral  
35 Agreement and resume their regular duties. If the results of the second exam show presence  
36 any prohibited substance, the employee will be terminated.  
37

38 ***Positive Alcohol Test Results.*** A positive breath alcohol test means a level of 0.02 or  
39 greater. UTA may require an employee with a confirmed alcohol test level of 0.02 to 0.03999  
40 to sign a Return-to-Work Behavioral Agreement, pass a subsequent alcohol test, and pass an  
41 evaluation by a substance abuse professional, as a condition of returning to work.  
42

43 No employee shall consume alcohol within five hours before reporting for duty or  
44 consume or be under the influence of alcohol while at work or on UTA property. No employee  
45 shall be in possession of an opened container of an alcoholic beverage while at work (including  
46 breaks and lunches) or on UTA property. No employee shall transport any alcohol in an UTA  
47 vehicle or distribute, transact or sell alcohol while at work or on UTA property. Failure to

1 adhere to a requirement of this paragraph may result in the termination of the employee.  
2

3 ***Return-to-Work Behavioral Agreement.*** A Return-to-Work Behavioral Agreement  
4 will at a minimum include an agreement to not use illegal or illicit drugs including marijuana,  
5 and alcohol, an agreement to submit to future testing, an agreement to no future positive test  
6 results, an agreement to participate in and submit continuing documentation from a UTA-  
7 approved drug treatment or counseling program, and an agreement that a subsequent positive  
8 test will constitute notice of the employee's resignation from UTA.  
9

10 **Medication Reporting**  
11

12 An employee who is taking a properly prescribed drug that has been approved by the  
13 employees' physician for use while working, but who fails to submit a medication reporting  
14 form to UTA within seven days of returning to work, will be relieved from duty without pay.  
15 The employee may return to work upon submission of a completed UTA medication reporting  
16 form.  
17

18 **Employee Assistance Program**  
19

20 The Parties agree to continue the Employee Assistance Program throughout the term  
21 of this Side Letter.  
22

23 **Discipline Review and Arbitration**  
24

25 Neither the Union nor any employee may seek a discipline review of, nor arbitrate, a  
26 termination based on:  
27

28 (A) the employee incurring a positive marijuana sample within 30 days after the prior  
29 positive sample, when the results of the second sample are greater than the results of the first  
30 sample;  
31

32 (B) except as provided in paragraph (A), the employee incurring a positive return-to-  
33 work test for a prohibited drug following a prior positive test;  
34

35 (C) the employee violating a procedure of, or discontinuing, a UTA-approved treatment  
36 or counseling program entered into by the employee following a positive test for marijuana or  
37 another prohibited drug; or

Side Letter #6

1 (D) the employee testing positive for alcohol, marijuana, or other illegal or illicit drugs  
2 contrary to a Return-to-Work Behavioral Agreement, except that the Union or an employee  
3 may seek a discipline review of, or arbitrate, a termination of the employee based on such a  
4 positive test if the test was a reasonable cause test or a fitness for duty test, as each such test is  
5 described in this Side Letter.

6  
7 Except as specifically limited in this Side Letter, the Union shall maintain the rights of  
8 discipline review and arbitration as established under the Collective Bargaining Agreement.

9  
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11  
12 Sincerely,

13  
14 UTAH TRANSIT AUTHORITY

15  
16  
17  
18 Carolyn Gonot  
19 Executive Director

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21  
22  
23 This statement accurately reflects our agreement:

24  
25  
26  
27 \_\_\_\_\_  
28 Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

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Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382  
2261 South Redwood Road, Suite, B  
Salt Lake City, Utah 84119

**Side Letter No. 7**

Re: Parts Clerk Wage Increase

Dear Mr. Dunn:

This letter will serve to reflect our agreement that Parts Clerks with five or more years of service within the Parts Clerk classification will receive an additional \$1.20.

The parties also agree that the Parts Clerks will cooperatively perform current and future responsibilities assigned within the framework of Article 56-57 of the current Collective Bargaining Agreement.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Carolyn Gonot  
Executive Director

This statement accurately reflects our agreement:

\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

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Mr. Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382  
2261 S. Redwood Road, Suite B  
Salt Lake City, UT 84119

**Side Letter No. 8**

Re: Lateral Transfers and Shift Bids for Transit Vehicle Technicians

Dear Mr. Dunn:

This letter acknowledges the agreement between the ATU Local 382 and UTA regarding lateral transfers and shift bids for Transit Vehicle Technicians (TVT). In the event UTA hires a TVT who does not meet the minimum age requirement to possess a CDL with a passenger endorsement, should that TVT later bid on a lateral transfer to a different shift or division, they will have to meet the specific CDL requirements for that specific shift or division to be eligible for the lateral transfer. UTA is the sole judge of the CDL requirements for each shift and division.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Carolyn Gonot  
Executive Director

This statement accurately reflects our agreement:

\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

[date]

Mr. Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382  
2261 S. Redwood Road, Suite B  
Salt Lake City, UT 84119

**Side Letter No. 9**

Re: Operators Trading Shifts

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU) Local 382, regarding Operators trading work. The parties agree to the following:

Each Business Unit may elect on a trial basis to allow Operators to trade work. UTA management will establish the criteria for which the trade is allowed and all trades must be approved in writing by UTA Operations Management.

Operators who trade work, waive all contractual overtime premiums and minimum guarantees. The ATU or UTA may abolish this program at any time.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Carolyn Gonot  
Executive Director

This statement accurately reflects our agreement:

\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

[date]

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Mr. Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382  
2261 S. Redwood Road, Suite B  
Salt Lake City, UT 84119

**Side Letter No. 10**

Re: Protective Footwear for Frontrunner and TRAX Operators

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU) Local 382, regarding protective footwear requirements for Frontrunner and TRAX Operators. The parties agree to the following:

UTA will provide Frontrunner and TRAX Operators with an allowance to purchase protective footwear from a vendor of their choosing, provided that the footwear meets the protective footwear criteria list. After each employee reaches their anniversary date UTA will award to the employee a footwear allowance to their current uniform allowance P-Card. This allowance is non-cumulative. Employees shall maintain their protective footwear in good repair without excessive tears, sole, toe, or heel damage. Employees with exceptional needs such as requiring prescription boots, winter boots, or needing replacement of damaged boots within one year of purchase may be eligible for additional consideration. Such needs will be decided on a case-by-case basis with final approval being made by the manager or executive. All other terms and conditions of Article 33, Appearance and Uniforms are applicable.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Carolyn Gonot  
Executive Director

This statement accurately reflects our agreement:

\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

[date]

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Mr. Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382  
2261 S. Redwood Road, Suite B  
Salt Lake City, UT 84119

**Side Letter No.11**

Re: TRAX Operator External Hires – Transfers

Dear Mr. Dunn:

The Utah Transit Authority will begin hiring TRAX Operators from external candidates due to a limited number of interested or qualified internal applicants. The authority will continue to hire from the TRAX Operator roster prior to hiring from the outside, as required by Article 45 of the Collective Bargaining Agreement (CBA).

The UTA and ATU have agreed on the following changes to the CBA in order to address this new practice. TRAX Operators will be eligible to transfer to Fixed Route or Flextrans consistent with the language in Article 48 of the CBA, Transfers Between Flextrans and Fixed Route. If an operator is offered a transfer and there are not enough TRAX Operators or individuals on the TRAX Operator roster to operate the system, the TRAX Operator scheduled to transfer shall remain in TRAX until a replacement TRAX Operator is trained.

The parties also agree that the language in Article 47 of the CBA referring to November/December Change Day bid will only apply to TRAX Operators who have previously worked as a Fixed Route Operator.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Carolyn Gonot  
Executive Director

This statement accurately reflects our agreement:

\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

[date]

Mr. Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382  
2261 S. Redwood Road, Suite B  
Salt Lake City, UT 84119

**Side Letter No. 12**

Re: Transit ASE Certification Pay for Bus Journeyist and Bus A-Level Mechanics

Dear Mr. Dunn:

The Utah Transit Authority will pay any Bus Journeyist and Bus A-Level Mechanic an additional \$0.50 per hour for each ASE certification attained. (H2 Transit Bus Diesel Engines, H4 Transit Bus Brakes, H6 Transit Bus Electrical & Electronic Systems, H7 Transit Bus Heating Ventilation and Air Conditioning). Bus Journeyist and Bus A-Level Mechanics who obtain all four certifications will be paid a total premium of \$2.00 per hour. Bus Journeyist and Bus A-Level Mechanics who obtain all four certifications will be classified as a Master Journeyist. To receive this pay and title the mechanic must remain ASE certified. ATU and UTA reserve the right to negotiate similar premiums in other crafts.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Carolyn Gonot  
Executive Director

This statement accurately reflects our agreement:

\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

[date]

Mr. Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382  
2261 S. Redwood Road, Suite B  
Salt Lake City, UT 84119

**Side Letter No. 13**

Re: Body Shop ASE Certification Pay for Body Shop Journeyist and Body Shop A-Level Mechanics

Dear Mr. Dunn:

The Utah Transit Authority will pay any Body Shop Journeyist and Body Shop A-Level Mechanic an additional \$0.50 per hour for each ASE certification attained. (B2 Painting and Refinishing, B3 Non-Structural Analysis and Damage Repair, B4 Structural Analysis and Damage Repair, B5 Mechanical and Electrical Components). Body Shop Journeyist and Body Shop A-Level Mechanics who obtain all four certifications will be paid a total premium of \$2.00 per hour. Body Shop Journeyist and Body Shop A-Level Mechanics who obtain all four certifications will be classified as a Master Journeyist. To receive this pay and title the mechanic must remain ASE certified. ATU and UTA reserve the right to negotiate similar premiums in other crafts.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Carolyn Gonot  
Executive Director

This statement accurately reflects our agreement:

\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

[date]

1  
2  
3 Mr. Rod Dunn, President/Business Agent  
4 Amalgamated Transit Union, Local 382  
5 2261 S. Redwood Road, Suite B  
6 Salt Lake City, UT 84119  
7

8 **Side Letter No. 14**  
9

10 Re: Premium Pay Program for Line and Signal Technicians  
11

12 Dear Mr. Dunn:  
13

14 This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the  
15 Amalgamated Transit Union Local 382 regarding the creation of a premium pay program for  
16 Line and Signal Technicians. The parties agree to the following:  
17

18 1. UTA will pay Line and Signal Technicians an additional \$1.00 per hour for the successful  
19 completion of the Union Pacific Railroad Signalman School offered through the Salt Lake  
20 Community College. Employees eligible for this program will complete each of the four  
21 phases designated below and the following criteria are applicable.  
22

- 23 Phase 1 - Basic Signaling Theory
- 24 Phase 2 - Grade Crossing and Equipment
- 25 Phase 3 - Railroad Signaling Relays and Equipment
- 26 Phase 4 - Coded Track Circuits and Related Equipment  
27

- 28 a. Participants must have topped out at the A-Level/Journeyist mechanic rate in order  
29 to receive the additional \$1.00 per hour as outlined in Section 1 of this agreement.
- 30 b. All four phases will be attended consecutively.
- 31 c. A minimum of a 75% is required in order to pass each phase.
- 32 d. UTA will pay for books, tuition, and fees for approved participants.
- 33 e. Participants may attend classes on (paid) company time provided they abide the  
34 conditions of this agreement.
- 35 f. Any participant receiving a grade below a 75% will be dropped from the program.  
36 Participants may then be disqualified or required to retake the test and/or class  
37 depending on Union Pacific's discretion. Disqualified employees will be dropped  
38 from the program for a period up to one year.  
39

1 2. UTA will pay Line and Signal Technicians an additional \$1.00 per hour for the successful  
2 completion of the Lineman-Cableman's Training Basics course offered through the Railroad  
3 Educational Bureau. Employees eligible for this program will complete each required test as  
4 designated by the Railway Educational Bureau. The following criteria are applicable.

- 5  
6 a. In order to be eligible for the Lineman-Cableman's Training Basics course  
7 participants must first successfully complete the Union Pacific Railroad Signalman  
8 School as outlined in Section 1 of this agreement.  
9 b. A minimum of a 70% is required in order to pass each test.  
10 c. UTA will pay for books, tuition, and fees for approved participants.  
11 d. Classes and/or tests will be completed on the participants own (unpaid) time.  
12 e. Any participant receiving a grade below 70% will be dropped from the Lineman-  
13 Cableman's Training Basics course. Participants may retake the class and/or test at  
14 their own expense and reapply to the program if they receive a 70% or better.

15  
16 If the above correctly reflects your understanding and agreement, please sign where indicated  
17 below.

18  
19 Sincerely,

20  
21 UTAH TRANSIT AUTHORITY

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25 Carolyn Gonot  
26 Executive Director  
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30 This statement accurately reflects our agreement:

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34 \_\_\_\_\_  
35 Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

34 \_\_\_\_\_  
UTA Legal Counsel

[date]

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Mr. Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382  
2261 S. Redwood Road, Suite B  
Salt Lake City, UT 84119

**Side Letter No. 15**

Re: Flexible Route /Route Deviation for Salt Lake County

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union, Local 382 regarding the operation of flexible routes. The parties agree to the following:

Parties agree that Flextrans Operators, covered by the Collective Bargaining Agreement between ATU and UTA, will continue to operate flexible service routes (route deviation) in the Salt Lake County service area.

Route deviation affords a degree of demand response service for customers. Additionally, this service provides flexible routes that deviate from specific location points on a schedule in order to provide demand response service for customers.

Flexible or deviated routes/runs will be identified separately at run cut and change days and bid by operators along with other Paratransit work.

At least annually, UTA will review data and related scenarios with ATU concerning flexible routing runs and its impact to the community and the workforce.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Carolyn Gonot  
Executive Director

This statement accurately reflects our agreement:

\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

[date]

1  
2  
3 Mr. Rod Dunn, President/Business Agent  
4 Amalgamated Transit Union, Local 382  
5 2261 S. Redwood Road, Suite B  
6 Salt Lake City, UT 84119  
7

8 **Side Letter No. 16**  
9

10 Re: Park City Connector  
11

12 Dear Mr. Dunn:  
13

14 This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the  
15 Amalgamated Transit Union, Local 382 regarding the Park City Connector service. The  
16 parties agree to the following:  
17

18 This new service is provided to the Park City community in partnership with Summit County  
19 and Park City through an Interlocal Agreement (ILA) between the parties. UTA will operate  
20 the service using Fixed Route operators currently covered under the Collective Bargaining  
21 Agreement (CBA). UTA will maintain the buses used for this service with UTA maintenance  
22 employees, also covered by the CBA.  
23

24 Because the service is offered in partnership with other entities, there will be times that  
25 revenue service operations and maintenance duties will be performed by parties other than  
26 UTA in response to urgent situations that arise during operation of the service. Parties agree  
27 that service interruptions occurring in Salt Lake County will be handled by UTA employees.  
28 Issues that occur outside of Salt Lake County may be responded to by other entities, based  
29 on UTA's evaluation of the situation. This might entail non-UTA employees completing a  
30 revenue route in Salt Lake County, to avoid further impact on customers.  
31

32 The initial term of this side letter will be for a period of one year commencing on October 1,  
33 2011 and continuing automatically on a year to year basis thereafter. The side letter may be  
34 terminated with 30 day advance written notice from either party of its intent not to renew the  
35 side letter for the next renewal period should the ILA between UTA, Park City, and Summit  
36 County be modified or terminated. ATU Local382 will be notified of any changes to the ILA  
37 within 5 working days after UTA becomes aware of any change.  
38

Side Letter #16

1 If the above correctly reflects your understanding and agreement, please sign where indicated  
2 below.

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Sincerely,

UTAH TRANSIT AUTHORITY

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Carolyn Gonot  
Executive Director

14 This statement accurately reflects our agreement:

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\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

[date]

1  
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3 Mr. Rod Dunn, President/Business Agent  
4 Amalgamated Transit Union, Local 382  
5 2261 S. Redwood Road, Suite B  
6 Salt Lake City, UT 84119  
7

8 **Side Letter No. 17**  
9

10 Re: Facilities Equipment Repair Technician Position  
11

12 Dear Mr. Dunn:  
13

14 This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the  
15 Amalgamated Transit Union, Local 382 regarding the creation of a Facilities Equipment  
16 Repair Technician.  
17

18 **Background**

19 UTA owns and operates a variety of equipment used to assist in the maintenance of buildings  
20 and grounds owned and operated by the Authority. This equipment requires preventative  
21 maintenance and repair to ensure it is in good working condition while maximizing the life  
22 span of such equipment. In the past UTA has outsourced the maintenance and repair of this  
23 equipment. Given the wide range and quantity of this equipment, it is now possible and cost  
24 effective to maintain some of this equipment in-house. With the exception of the equipment  
25 owned and operated by Rail Services, it is UTA's intent to maintain and repair this  
26 equipment in house to the greatest extent possible. However, due to the complexity,  
27 certification requirements, and other required skills and abilities, it is also necessary that  
28 some of this equipment be maintained by sources outside of UTA. Upon the execution of this  
29 side letter, UTA and the ATU agree to establish a position within the bargaining unit to  
30 maintain and repair Facilities equipment as described in the agreement below.  
31

32 **Agreement**

- 33
- 34 • UTA will create an Equipment Repair Technician position within the Facilities  
35 Maintenance Craft.
  - 36 • This position will be paid at the Mechanic/Technician/Apprentice wage as indicated  
37 in Schedule A of the Collective Bargaining Agreement.
  - 38 • All other applicable terms and conditions specified in the Collective Bargaining  
39 Agreement apply.
  - 40 • UTA maintains the right to determine the scope of work and which equipment will be  
41 repaired by the Facilities Equipment Repair Technician.
  - 42 • Equipment owned and operated by Rail Services will continue to be maintained and  
repaired by sources outside of UTA.

Side Letter #17

1 If the above correctly reflects your understanding and agreement, please sign where indicated  
2 below.

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Sincerely,

UTAH TRANSIT AUTHORITY

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Carolyn Gonot  
Executive Director

14 This statement accurately reflects our agreement:

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\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

[date]

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3 Mr. Rod Dunn, President/Business Agent  
4 Amalgamated Transit Union, Local 382  
5 2261 S. Redwood Road, Suite B  
6 Salt Lake City, UT 84119  
7

8 **Side Letter No. 18**  
9

10 Re: Change Day/Work Schedule Review Process  
11

12 Dear Mr. Dunn:  
13

14 This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the  
15 Amalgamated Transit Union (ATU), Local 382 regarding the Change Day/Work Schedule  
16 Review Process. The parties agree to the following:  
17

18 **Bid Debrief Meeting**

19 Within 30 days following each Change Day, the UTA and ATU will conduct a meeting  
20 within each business unit to debrief the previous bid (The "Debrief Meeting"). The ATU will  
21 appoint representatives who worked in the bid room during the Change Day to attend the  
22 Debrief Meeting. UTA will pay for the time spent by three ATU representatives from Salt  
23 Lake Business Unit (SLBU) and one representative from the other business units to attend  
24 the Debrief Meetings at their regular straight time hourly rate.  
25

26 **Headways Review Process**  
27

28 On the first Monday of the Change Day, UTA will provide the Union with a copy of the  
29 headways for the next Change Day. In the SLBU, the Union will appoint two representatives,  
30 who will each receive eight hours of straight-time pay, to provide feedback and propose  
31 changes to the SLBU Operations Planning Representatives, At least 105 days before the next  
32 Change Day, the Union-appointed representatives will meet with the SLBU Operations,  
33 Planning Representatives to discuss the feedback and proposed changes. The Union-appointed  
34 representatives will be paid straight-time for attending these meeting.  
35

36 At least 97 days before the next Change Day, the SLBU Operations Planning Representatives  
37 will meet with the Union-appointed representatives to inform them of proposed changes  
38 made, and give reasons for proposed changes not made. The Union-appointed representatives  
39 will be paid straight-time for attending these meetings.  
40

41 **Pre-Blocking Meeting #1**

42 At least 72 days before the Change Day, the SLBU Operations Planning Representatives will  
43 provide the Union with Blocks. In the SLBU, the Union will appoint two representatives,  
44 who will each receive six hours of straight-time pay to review the Blocks. At least 65 days  
45 before the Change Day, the SLBU Operations Planning Representatives and three Union-  
46 appointed representatives will meet. The Union-appointed representatives will be paid  
47 straight-time for attending these meetings. The SLBU Operations Planning Representatives

1 will consider the Union's recommendations, make changes where possible, and give reasons  
2 for proposals not made.

3  
4 **Blocking Meeting**

5 UTA and ATU agree to hold a meeting with each Business Unit prior to each Change Day  
6 for the purpose of discussing blocking scenarios. ATU has the right to appoint three  
7 representatives for the SLBU meeting and one representative for each other Business Unit  
8 meeting (the "ATU Appointed Representatives"). UTA will pay for the time spent by the  
9 ATU Appointed Representatives to attend the Blocking Meetings at their regular straight  
10 time hourly rate. Both the UTA and ATU agree to appoint individuals to attend the blocking  
11 meetings who have enough time and interest to do the work required to make the meeting  
12 productive. UTA will provide the ATU Appointed Representatives with the block scenarios  
13 in advance of the Blocking Meeting so they have enough time to review them and come to  
14 the meeting prepared for the discussion.

15  
16 Consistent with past practices, UTA agrees to discuss, among other things, routes which may  
17 not have adequate layover time, with the ATU.

18  
19 If the above correctly reflects your understanding and agreement, please sign where indicated  
20 below.

21  
22 Sincerely,

23  
24 UTAH TRANSIT AUTHORITY

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28 Carolyn Gonot  
29 Executive Director

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32 This statement accurately reflects our agreement:

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36 \_\_\_\_\_  
37 Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

\_\_\_\_\_

UTA Legal Counsel

[date]

1  
2  
3 Mr. Rod Dunn, President/Business Agent  
4 Amalgamated Transit Union, Local 382  
5 2261 S. Redwood Road, Suite B  
6 Salt Lake City, UT 84119  
7

8 **Side Letter No. 19**  
9

10 Re: FrontRunner Operator Decertification with Pay  
11

12 Dear Mr. Dunn:  
13

14 This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the  
15 Amalgamated Transit Union (ATU), Local 382 regarding FrontRunner (FR) Operators  
16 working during their first FRA mandated decertification and suspension period.  
17

18 **Supporting Information**

19 CFR 240.117(b) through (c)(1) and (c)(2) describes the type of Operator that is eligible for  
20 this agreement. The six rule violations for which a FR Operator maybe be decertified are  
21 identified in CFR 240.117 (e)(1) through (e)(6).  
22

23 If an Operator is decertified, the suspension for the first offense shall be for a period of one  
24 month (see 240.117 (g)(3)(i)). The CFR allows UTA to reduce the decertification period by  
25 half (see 240.117(h)(5)). UTA may or may not reduce suspension periods by half. Each  
26 instance will be handled on a case by case basis.  
27

28 An Operator who has had a first offense and has another offense within 24 months of the first  
29 offense, will not be eligible for the terms of this agreement. An operator who has a first  
30 offense and has another offense after 24 months of the first offense, will be eligible for the  
31 terms of this agreement.  
32

33 **Agreement**

34 A FR Operator who commits a first offense of one of the operating practices listed in CFR  
35 240.117 (e)(1) through (e)(4) shall be eligible to choose one of the following options during  
36 their suspension period:  
37

- 38 A. Perform work and duties as assigned by UTA for the entire suspension period.
- 39 OR
- 40 B. Serve all of the required suspension period using allotted vacation and/or accrued
- 41 personal time and/or unpaid leave.
- 42 OR
- 43 C. A combination of A and B. to be determined by the Operator prior to the start of
- 44 the suspension

45  
46 IF an Operator chooses to work part or all of their suspension period:

- 1 • UTA will determine the tasks and duties that an Operator will perform. Assigned
- 2 duties will not take the place of other bargaining unit employees in Maintenance or
- 3 Parts.
- 4 • UTA will pay 90% of the employee's regular wage for work performed.
- 5 • The Operator will work their normal bid shift and days off during this period, limited
- 6 to 40 hours per week.
- 7

8 At any time during the suspension period, if UTA has no work for an Operator to perform the  
9 Operator will be sent home, and the Operator may use accrued vacation, personal time,  
10 and/or unpaid leave to cover days that work is not performed. If work becomes available,  
11 UTA will notify the Operator twelve hours prior to the normally scheduled shift and will give  
12 the Operator the option to accept the work.

13  
14  
15 The following Operators are not eligible to select Options A, B, or C identified above:

- 16
- 17 • An Operator who is engaged in behavior or actions that caused him/her to violate
- 18 240.177 (e)1 through (e)(4)
- 19 • An Operator who violates CFR 240.117 (e)(5) (tampering with or knowingly
- 20 operating a train with a defective safety device) or CFR 240.117 (e)(6) (using or
- 21 carrying alcohol and or controlled substances).
- 22 • An Operator who has had a first offense under CFR 240.117 (e)(1) through (e)(6)and
- 23 has a second offense within 24 months following the first offense. However, an
- 24 Operator who has a first offense and has a second offense more than 24 months after
- 25 the first offense will be eligible to select Options A,B, or C identified above to apply
- 26 to the suspension period.
- 27

28 If there are any relevant changes to this CFR or other Federal Rules, UTA and the ATU will  
29 handle them outside of this agreement.

30  
31 Sincerely,

32  
33 UTAH TRANSIT AUTHORITY

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37 Carolyn Gonot  
38 Executive Director

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41 This statement accurately reflects our agreement:

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45 \_\_\_\_\_  
46 Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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UTA Legal Counsel

[date]

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Mr. Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382  
2261 S. Redwood Road, Suite B  
Salt Lake City, UT 84119

**Side Letter No. 20**

Re: Commuter Rail Locomotive Maintenance Transition

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU), Local 382 regarding the transition in the Commuter Rail Maintenance Department to combine locomotive and coach car maintenance. The intent of this agreement is to recognize UTA’s desire to bring the FrontRunner Locomotive Maintenance work in-house to be performed by Bargaining Unit Employees. The parties agree to the following:

- UTA will bring the day to day work of the locomotive maintenance, such as preventative maintenance and repairs, currently performed by an external contractor in house to be performed by Bargaining Unit Commuter Rail Technicians.
- Transition details will be negotiated with the ATU no later than September 30, 2017.
- The shared goal of the involved parties is to begin the transition in early 2018.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Carolyn Gonot  
Executive Director

This statement accurately reflects our agreement:

\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

[date]

Mr. Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382  
2261 S. Redwood Road, Suite B  
Salt Lake City, UT 84119

**Side Letter No. 21**

Re: Lump Sum Signing Bonus

Dear Mr. Dunn:

This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union, Local 382 regarding UTA's lump sum signing bonus to employees. The parties agree to the following:

By May 27<sup>th</sup> pay day, UTA will make a one-time lump sum signing bonus to Full-Time employees of \$300 and to Part-Time employees of \$150. In order to be eligible for the one-time lump sum signing bonus, employees must be employed in the bargaining unit on the date of ratification of this agreement.

If the above correctly reflects your understanding and agreement, please sign where indicated below.

Sincerely,

UTAH TRANSIT AUTHORITY

Carolyn Gonot  
Executive Director

This statement accurately reflects our agreement:

\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

[date]

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2  
3 Mr. Rod Dunn, President/Business Agent  
4 Amalgamated Transit Union, Local 382  
5 2261 S. Redwood Road, Suite B  
6 Salt Lake City, UT 84119  
7

8 **Side Letter No. 22**  
9

10 RE: Maintenance Internship Pilot Program  
11

12 This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the  
13 Amalgamated Transit Union, Local 382 (ATU) regarding the establishment of maintenance  
14 internships in the maintenance crafts.  
15

16 **Purpose**

17 The purpose of establishing internships is not to replace bargaining unit positions. The  
18 internship pilot program (program) is intended to provide limited hands on experience to  
19 interns and to provide the UTA maintenance department another option for recruiting talent  
20 from bonafide maintenance trade programs. The option of recruiting using an internship  
21 program allows UTA to hire employees right out of college before they accept jobs with our  
22 competitors and will increase the likelihood of UTA being a potential candidate's first choice  
23 for employment. There is a large number of current UTA mechanics eligible for retirement in  
24 the next 5 years, this program will allow UTA's current employees to educate and help  
25 attract future employees that they know are skilled and capable to do the work.  
26

27 The parties acknowledge the efforts of the ATU and the represented maintenance employees  
28 in helping advance the efforts of the State of Utah to increase the interest in the maintenance  
29 trades and crafts and helping ensure continued success of UTA.  
30

31 **Internships**

32 Internships are intended to provide individuals pursuing education in the maintenance trades  
33 with practical application of mechanical skills with exposure to the different maintenance  
34 crafts. High school level interns are expected to observe and learn about the maintenance  
35 crafts. College and trade school level interns enrolled in a bonafide maintenance trade  
36 program, related to the work performed at UTA, will be expected to act professionally and  
37 perform limited hands on tasks under the direct supervision of an experienced bargaining unit  
38 mechanic. Interns will not perform tasks on their own.  
39

40 **Agreement**

- 41
- 42 • UTA may establish temporary internships within the maintenance crafts.
  - 43 • Maintenance internships are not subject to any of the rights established in the  
44 Collective Bargaining Agreement (CBA).
  - 45 • No intern wage will exceed the hourly rate of any bargaining unit Employee.
  - 46 • No intern will independently perform bargaining unit tasks.
  - No Bargaining Unit Employee will be disciplined for the behavior of an intern.

- 1 • UTA will collect feedback from Maintenance Training regarding the program. The
- 2 parties at the union's request will meet quarterly during the first year to review the
- 3 program and thereafter annually or upon request.
- 4 • Interns' weekly time at UTA will not exceed 29 hours.
- 5 • Internships are intended to coincide with bonefide maintenance trade programs and
- 6 schedules which last approximately 12 months.
- 7 • Interns' experiences will not hinder the work needed by UTA employees to meet
- 8 training expectations or apprenticeship modules.
- 9 • In the unlikely event of layoffs UTA will layoff paid maintenance interns before any
- 10 bargaining unit employee.

11  
12 If the above correctly reflects your understanding and agreement, please sign where indicated  
13 below.

14  
15 Sincerely,

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17 UTAH TRANSIT AUTHORITY

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21 Carolyn Gonot  
22 Executive Director

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25 This statement accurately reflects our agreement:

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28 \_\_\_\_\_  
29 Rod Dunn, President/Business Agent  
30 Amalgamated Transit Union, Local 382

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UTA Legal Counsel

[date]

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Mr. Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382  
2261 S. Redwood Road, Suite B  
Salt Lake City, UT 84119

**Side Letter No. 23**

Re: **ATU/UTA Working Conditions Meeting**

**Dear Mr. Dunn:**

**This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the Amalgamated Transit Union (ATU), Local 382 regarding the ongoing commitment to discuss working conditions at UTA. The Parties agree that:**

- **On or around July 1<sup>st</sup> of each year of this contract, UTA and ATU will meet to discuss working conditions as UTA begins budget and goal preparations for the following year.**
- **Participants will be the CPO, COO, HR & Labor Relations Director, one RGM assigned by UTA, the Union President, the Union Vice President, the Union Treasurer, and the Union ABA of Maintenance and Operations.**
- **This meeting is not intended to replace or restrict either sides' ability to address or discuss working conditions at any other time, but to enhance and continue both parties' shared interests in a formal and planned meeting.**
- **Both Parties agree to work collaboratively on considering innovative solutions to ongoing or emergent issues.**

Sincerely,

UTAH TRANSIT AUTHORITY

Carolyn Gonot  
Executive Director

This statement accurately reflects our agreement:

\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

[date]

1  
2  
3 Rod Dunn, President / Business Agent  
4 Amalgamated Transit Union, Local 382  
5 2261 South Redwood Road, Suite, G  
6 Salt Lake City, Utah 84119  
7

8 **Side Letter No. 24**  
9

10  
11 Re: UTA Onsite Clinic  
12

13  
14 Dear Mr. Dunn:  
15  
16

17 This letter reflects our agreement to allow Bargaining Unit employees and  
18 dependents enrolled in a UTA health insurance plan to participate in the Onsite  
19 Health Clinic UTA may establish in Fall. The Onsite Clinic offered will be funded  
20 solely by the UTA, using no funds from the Joint Insurance Trust, therefore not  
21 subject to the Joint Insurance Committee noted in Article 25 of the parties  
22 Collective Bargaining Agreement.  
23

24 If UTA chooses to open the Onsite Health Clinic, parties have agreed to the following  
25 terms:  
26

- 27
- Doctor/patient privilege applies to anyone using the clinic(s).
  - ATU will appoint a representative to serve on any provider recruitment selection panel.
  - At least two times per year UTA will meet with the ATU to discuss the clinic performance. During these meetings, UTA will provide any reports to the Union that are created concerning the bargaining unit employee utilization, including usage statistics, and overview of specific services utilized, and copies of any reports concerning the bargaining unit.
  - UTA will give the Union 60 days-notice before closing any clinic to allow time for the Union and UTA to discuss potential alternatives.
- 38  
39

40 Nothing in this agreement commits the Authority to offer a health clinic or maintain  
41 one if one is established.  
42  
43  
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46

1 If the above correctly reflects your understanding and agreement, please sign where  
2 indicated below:  
3

4 Sincerely,

5  
6 UTAH TRANSIT AUTHORITY  
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10 Carolyn Gonot  
11 Executive Director  
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13  
14 This statement accurately reflects our agreement:  
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16  
17 \_\_\_\_\_  
18 Rod Dunn, President/Business Agent  
19 Amalgamated Transit Union, Local 382

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

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Rod Dunn, President / Business Agent  
Amalgamated Transit Union, Local 382  
2261 South Redwood Road, Suite, G  
Salt Lake City, Utah 84119

**Side Letter No. 25**

Re: Rail Apprenticeship Programs

Dear Mr. Dunn:

The FrontRunner and MOW Maintenance Apprenticeship Programs will have the outline of an Apprenticeship Program with the modules and hours identified submitted to UTA and the Union Bargaining Committees for approval. Once the UTA and Union Bargaining Committee approve the submitted information, an outline of the program(s) will be submitted to the USDOL for apprenticeship approval no later than January 31, 2021. No later than 30 days after the programs' outline is submitted to the USDOL for approval, the first group of maintenance employees will begin training in their first program's modules.

The same criteria as above will apply to the TRAX Maintenance Apprenticeship Program with the change being their outline with modules and identified hours will be submitted to the UTA and the Union Bargaining Committees for approval, and an outline of the program submitted to the USDOL no later than April 1, 2020.

(Bridging language concerning Article 59 and 60, and crafting language for adding the training programs to Side Letter #3):

When the Rail Maintenance Programs in their respective group begin training the maintenance employees in their first module, UTA and the ATU will meet to discuss amending the language in Articles 59 and 60, and crafting language for amending Side Letter #3 or adding additional Side Letters to incorporate the FrontRunner, MOW, and TRAX Maintenance Apprenticeship Programs into the Collective Bargaining Agreement.

If the above correctly reflects your understanding and agreement, please sign where indicated below:

Sincerely,

UTAH TRANSIT AUTHORITY

Carolyn Gonot  
Executive Director

Side Letter #25

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This statement accurately reflects our agreement:

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Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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UTA Legal Counsel

[date]

1  
2  
3 Rod Dunn, President / Business Agent  
4 Amalgamated Transit Union, Local 382  
5 2261 South Redwood Road, Suite, G  
6 Salt Lake City, Utah 84119  
7

8 **Side Letter No. 26**  
9

10  
11 Re: Commuter Rail Locomotive Maintenance Transition  
12

13 Dear Mr. Dunn:  
14

15 This letter acknowledges the agreement between the Utah Transit Authority (UTA) and the  
16 Amalgamated Transit Union (ATU), Local 382 regarding the transition of Commuter Rail  
17 Maintenance Department to combine locomotive and coach car maintenance. The intent of  
18 this agreement is to bring the day to day work, such as preventative maintenance and repairs  
19 currently performed by an external contractor in house to be performed by Bargaining Unit  
20 Commuter Rail Technicians. The parties agree to the following:  
21

22 **Agreement**  
23

- 24 • UTA has begun the process of canceling the maintenance contract for commuter rail  
25 locomotive maintenance.
- 26 • There will be a transition period of three years after UTA hires the first new Qualified  
27 Maintenance Person (QMP) to work on the locomotives in house.
- 28 • For the initial staffing period, new hires will be required to have the appropriate  
29 (QMP) certification on UTA locomotive vehicles and previous locomotive  
30 maintenance experience.
- 31 • As part of the initial transition UTA will hire no more than 12 QMP qualified  
32 employees from outside of the bargaining. However, if an internal UTA employee  
33 meets these qualifications they will be hired as part of the initial twelve.
- 34 • During this transition period current UTA employees will be assigned to Work Group  
35 A and trained on maintenance skills for the commuter rail locomotives and new QMP  
36 employees will be assigned to Work Group B and trained on the maintenance skills  
37 for the commuter rail coaches.
- 38 • By bringing the locomotive work in house UTA will reclassify the Coach Technician  
39 craft under Article 49 to Commuter Rail Technician.
- 40 • During the transition the work groups will bid separately. When the transition is  
41 complete the employees will bid together with no separation of duties or job  
42 descriptions within their classifications.
- 43 • If unforeseen attrition occurs within Work Group B the vacated slots will be filled  
44 using Article 50.
- 45 • UTA and ATU will meet two years after the transition begins to review progress.

- 1       • With mutual consent between ATU and UTA the bidding of the separate work groups  
2       may begin sooner than the three year period described above.  
3

4 If the above correctly reflects your understanding and agreement, please sign where indicated  
5 below.  
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Sincerely,

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UTAH TRANSIT AUTHORITY

Carolyn Gonot  
Executive Director

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This statement accurately reflects our agreement:

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\_\_\_\_\_  
Rod Dunn, President/Business Agent  
Amalgamated Transit Union, Local 382

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

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Side Letter #25

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## MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** May 20, 2020

<b>SUBJECT:</b>	<b>Vendor Managed Inventory– Light Rail Parts (Siemens Mobility, Inc.)</b>
<b>AGENDA ITEM TYPE:</b>	<b>Expense Contract</b>
<b>RECOMMENDATION:</b>	Approve award and authorize Executive Director to execute a contract and associated disbursements with Siemens Mobility, Inc. in the amount of \$5,920,528.
<b>BACKGROUND:</b>	<p>In late 2017 UTA began collaboration efforts with San Diego (MTS) and Portland (TriMet) transit agencies to work on a joint procurement for Vendor Managed Inventory (VMI) to help resolve supplier stock issues and achieve cost savings through combining purchasing volumes. Initially this effort was focused on contracting with a light-rail parts supplier that would stock hard to source parts on behalf of the agencies and ship them within 24 hours of receipt of a purchase order. After further discussions, the agencies expanded the scope to include bus, commuter rail, and Maintenance of Way parts. Only one supplier responded to the Request For Proposal with a proposal for all modes (bus, light rail, commuter rail, and maintenance of way). However, we were unable to reach an agreement with them and began negotiations with the next highest rated vendor, Siemens Mobility. Negotiations are complete and terms have been agreed to by all parties. Although this is a joint procurement, each agency retains the ability to negotiate separate contracts with Siemens for agency specific items (i.e. list of parts, contract terms and conditions, etc.).</p>
<b>DISCUSSION:</b>	<p>This Contract is between Utah Transit authority (UTA) and Siemens Mobility, Inc. to purchase and stock 102 Light Rail parts for UTA. The contract will be for a base period of 3 years, with two 1-year options. This Contract is estimated at \$1,184,105.52 per year, which may vary due to actual parts demand by maintenance. Total value of this contract is estimated at \$5,920,528 over 5 years, which is included in the annual parts inventory budget.</p> <p>Having this VMI contract allows us to set up the inventory system to automatically send an order to Siemens when a requisition is generated. Parts are stocked by Siemens and shipped within 24 hours of receiving an order. This reduces UTA’s inventory, buyer workload, and invoice processing, eliminates order creation errors, and increases parts availability in maintenance shops.</p>

	As Siemens Mobility shows an ability to perform to the terms of this contract UTA will review parts usage and add additional parts to the Contract as appropriate to take advantage of cost efficiency and benefits that come with a VMI Contract. UTA staff will conduct Quarterly Business Reviews (QBRs) with Siemens to ensure they are meeting on-time delivery performance and order fulfillment rates.	
<b>CONTRACT SUMMARY:</b> This section may be removed if the agenda item is not a contract.	Contractor Name: Siemens Mobility, Inc.	
	Contract Number: 17-2218JH	Existing Contract Value: \$
	Base Contract Effective Dates: 5/13/2020 – 5/12/2023	Extended Contract Dates: Two 1-yr options
	Amendment Amount: NA	New/Total Amount Contract Value: \$5,920,528.
	Procurement Method: RFP	Funding Sources: Local
<b>ALTERNATIVES:</b>	Bid parts individually and place orders as needed. Orders are shipped when they become available based on on-hand stock and lead-times from the manufacturer.	
<b>FISCAL IMPACT:</b>	No impact. Parts prices bid were at or slightly below current price paid. Business unit parts budgets were based on current price paid.	
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• 17-2218JH Vendor Managed Inventory Supply contract <ul style="list-style-type: none"> <li>○ Exhibit A – List of parts</li> </ul> </li> </ul>	

**VENDOR MANAGED INVENTORY SUPPLY CONTRACT**

THIS VENDOR MANAGED INVENTORY SUPPLY CONTRACT (“Contract”) is hereby entered into by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and SIEMENS MOBILITY, INC., a Delaware corporations having an office located at 5301 Price Ave, McClellan, California 95828 (the “Contractor”).

**RECITALS**

WHEREAS, UTA is seeking a Firm to provide vendor managed inventory services including, without limitation, providing turn-key inventory management, procurement, warehousing, receiving, stocking, order processing, supply, delivery, warranty processing, and consulting services (the “Services”) with respect to dedicated stores of specified light rail vehicle parts (the “Goods”); and

WHEREAS, UTA received competitive proposals to provide the Services according to the terms, conditions and specifications prepared by UTA in 17-2218JH (the “RFP”); and

WHEREAS, the Agency “Vendor Managed Inventory” (VMI), proposal, proposal submitted by the Contractor (“Contractor’s Proposal”) in response to the RFP was deemed to be the most advantageous to UTA; and

WHEREAS, this Contract reflects all modifications, additions and clarifications to the RFP and Contractor’s Proposal that were made as a result of the negotiated proposal process.

**AGREEMENT**

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

**1. INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
  - 1. The terms and conditions of this Vendor Managed Inventory Supply Contract (including any exhibits and attachments hereto).
  - 2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
  - 3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, drawings, plans, specifications and standards and other descriptions of the Goods and Services;
- b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

**2. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor hereby agrees to furnish and deliver goods for a Vendor Managed inventory Program (VMI). In Phase I, In Phase I, Contractor will be required to calculate and

maintain sufficient inventory levels to ensure on time delivery of all goods specified in Exhibit 'A' (Parts List).

UTA may choose to exercise the option for Phase II through a change order. Both parties shall negotiate all particulars of moving to Phase II consistent with the RFP, detailing steps involved with transitioning from Phase 1 to Phase II. UTA reserves the right to execute Phase II.

### **3. TERM**

- a. Subject to subsection (b) of this Section 1, this Contract shall commence as of the Effective Date.
- b. Contractor shall not proceed with furnishing any Goods or Services under this Contract until receipt of a Notice to Proceed ("NTP") from UTA. UTA's issuance of an NTP is subject to UTA obtaining internal budget approvals, as well as the receipt of insurance and other required documentation from Contractor. Prior to the issuance of an NTP, UTA shall have the right to terminate this Contract for convenience without incurring any cost or liability of any kind.
- c. The Contract shall remain in full force and effect for an initial term expiring on the three-year anniversary of the date UTA issues the NTP (the "Initial Term"). UTA may, at its sole election and in its sole discretion, extend the Initial Term for up to two, additional one-year periods (each, as applicable a "Renewal Term" and, together with the Initial Term hereafter collectively referred to as the "Term"). Renewal Terms may be exercised by UTA upon providing Contractor with notice of such election at least ninety (90) days prior to the expiration of the Initial Term or (as applicable) then-expiring Renewal Term. The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

### **4. COMPENSATION, PRICE ADJUSTMENTS, AND FEES**

- a. UTA shall pay Contractor for Goods shipped to UTA in accordance with the unit prices identified in Exhibit "A".
- b. Contractor shall submit invoices to UTA's Project Manager for processing and payment on a monthly basis. Reasonable supporting documentation demonstrating Contractor's entitlement to the requested payment for any "optional services" must be submitted with each invoice.
- c. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.
- d. Contract prices are to remain firm through the first year of the contract period. Contractor may request price adjustments annually. If the total number of stock keeping unit (SKU) is 100 or less, Contractor may only request for price adjustments on individual parts that have experienced a price increase of at least 3.5% above the current contract price. Contractor shall absorb all increases under 3.5% of the current contract price. However, if the cumulative PPI increase is

greater than 3.5% of the current contract price from the last price increase, the percent increase is limited to that cumulative PPI. If the total number of stock keeping unit (SKU) is greater than 100, Contractor may request for price adjustments for all parts the lessor of PPI or 3%. Requests must be in writing and must be received sixty (60) days prior to the desired adjustment date. Contractor must provide the Agency with reasonable documentation demonstrating that the part price has actually increased by the required amount. Provided the Agency determines that price increase has been reasonably demonstrated, the price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Producer Price Index (PPI), Commodity Group Item Code for "Transit Rail Parts" PPI #WPU14420304. If market conditions change due to legislative action or other reasons that result a significant fluctuation in unit part price (price of each SKU) of 10% or greater and where this change is industry wide, and Contractor will review evidence of the escalation and determine the appropriate rate of escalation for the affected parts, which could be part removal from the Contract.

**5. INSPECTION, DELIVERY AND TRANSFER OF TITLE**

- a. Contractor shall ship Goods to UTA within the later of the following: (i) twenty four (24) hours of receipt of a purchase order from UTA; (ii) the end of the succeeding business day.
- b. Contractor shall retain all liability and risk of loss with respect to the Goods until the Goods are received by UTA at the specified delivery point. Contractor shall be solely responsible for all costs related to the transportation of the Goods up to specified delivery point.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA. UTA shall have the right to reject any Goods that are defective or do not conform to the specifications or other Contract requirements. Rejected Goods shall be replaced at Contractor's expense. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the Goods nor UTA's payment for Goods shall relieve Contractor of its obligations under the Contract.
- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

**6. DELAYS AND EXTENSIONS OF TIME**

- a. The Contractor shall be granted an extension of time for any delay arising from acts of God, acts of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, earthquake, epidemics, quarantine restrictions, strikes, freight embargoes, unusually or severe weather, provided that:
  1. The aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor
  2. That the Contractor has taken reasonable precautions to prevent further delays owing to such causes

- b. The worldwide outbreak of the coronavirus disease (“COVID-19”) may affect usual business activities and/or the execution of work under this contract. As the impacts from COVID-19 are continuously changing, their impacts on Contractor’s ability to deliver Goods and services are unknown at this time. To avoid potentially unnecessary contingency, matters such as procurement lead-time, delivery date, resources, and schedule are provided without consideration of impacts from COVID-19. Contractor reserves the right to propose an adjustment to its obligations related to schedule, price, or any other reasonably required adjustments of the Contract, including postponing activities/deliveries to the extent the Contractor’s ability to repair or deliver is impacted. UTA’s approval shall not be unreasonably withheld.

## **7. WARRANTY OF GOODS AND SERVICES**

- a. Contractor warrants that all Goods shall conform to the drawings, standards, samples, and other descriptions furnished by Contractor and (unless otherwise specifically agreed by UTA) to original equipment manufacturer requirements. Contractor further warrants that all Goods shall be of the quality specified, or of the best grade if no quality is specified, and will be new (unless otherwise agreed by UTA), and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Services shall be performed in a good and workmanlike manner and in accordance with applicable rail transit industry standards.
- c. The warranties provided above shall continue for a one year period. The warranty period for each Good provided shall commence on the date that the Good is delivered to UTA. Contractor shall at its own expense promptly replace any Good that is defective or in any way fails to conform to the Contract requirements. The warranty period for each Service performed shall commence on the date that the Service is completed and accepted by UTA. Contractor shall at its own expense re-perform any Service that fails to conform to the Contract requirements.
- d. To the extent that Contractor is able to obtain supplier warranties that exceed the scope of duration of the warranties set forth above, Contractor shall administer and enforce such warranties on UTA’s behalf.
- e. If Contractor fails to perform its warranty obligations, UTA may conduct the necessary remedial work at Contractor’s expense.
- f. The foregoing warranties are not intended as a limitation, but with the exception of any implied warranties of merchantability or fitness for a particular purpose, are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade.

## **PERFORMANCE GUARANTEES**

- a. The Contractors performance will be measured against Key Performance Indicators and associated criteria (KPIs) listed below. The KPIs shall be reviewed as part of a Quarterly Business Review (QBR) between UTA and the Contractor. QBRs will be conducted via teleconference or video and shall be on-site at UTA at least once per year. If Contractor is required to implement additional measurement and monitoring tools for KPIs requested by UTA, such additions shall be added through the change order process in section 19 of the Contract.

1. Purchase Order On Time Delivery

- a) Purchase Order On Time Delivery performance measures the actual delivery time for all purchase orders against the delivery due date, which is 7 days from the order date. This allows 24 hours to ship part(s) and 5 days shipping. This report is designed to demonstrate the Contractor’s planning preparedness as reflected in the delivery successful percentage across each contracted part. This will apply to orders that are equal to or less than 125% of a rolling 12 month average monthly consumption for any given month. The Contractor’s performance will not be measured against orders that exceed 125% of the average monthly consumption. In the event that the calculated number is not a whole number, then the calculation should always round the number up to the next whole number.

2. Recovery Purchase Order on Time Delivery

- a) Recovery Purchase Order On Time Delivery measures the actual delivery time for all purchase orders that failed the Purchase Order On Time Delivery against a 5 business day recovery period. This report is designed to demonstrate the Contractor’s planning and recovery preparedness as reflected in the successful recovery delivery percentage across each contracted part.

- 3. Total items transacted
- 4. Top ten items transacted
- 5. Train Down for parts
- 6. Parts Spend
- 7. Average days to ship
- 8. Warranty claims/RMA’s
- 9. Over/Under performing parts (to be measured quarterly and year to date on parts that exceeds 25%)
- 10. Parts added and removed to capture part numbers and value

**8. LIQUIDATED DAMAGES**

- a. Inasmuch as the Parties agree that time is of the essence under this contract, the following liquidated damage provision shall apply: With respect to any Good(s) that is(are) not timely delivered in accordance with the applicable guaranteed delivery time set forth in 7.a.1.a above, the Contractor agrees to apply the following percentage price adjustment discounts to the price of affected goods:

<u>Duration</u>	<u>Adjustment</u>
1 to 10 days late relative to guaranteed delivery date	Discount Equal to 5% of Good(s) Price
11 to 20 days late relative to guaranteed delivery date	Discount Equal to 10% of Good(s) Price
21 to 30 days late relative to guaranteed delivery date	Discount Equal to 15% of Good(s) Price
More than 30 days late relative to guaranteed delivery date	Discount Equal to 20% of Good(s) Price

Except as provided in the following sentence, the price adjustment discounts applied as set forth above shall constitute (customer omitted) sole and exclusive remedy, and Contractor's sole and exclusive obligation for damages in the event of Contractor's untimely delivery of Goods in accordance with the applicable guaranteed delivery date. Contractor will reduce price or create a transaction credit by corresponding percentage, at the customer's sole discretion.

**9. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables exclusively prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared for the sole purpose of fulfilling the work required under the Contract, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property solely for UTA's operation, maintenance, of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

**10. GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the intentional or negligent acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees. Contractor's indemnity obligations are conditioned upon the following: UTA shall issue timely notice to contractor of any claim subject to the indemnity obligation; contractor shall retain sole control of the defense of any claim covered hereunder; and UTA shall be precluded to admit any liability for any claim subject to this indemnity.

**11. INSURANCE REQUIREMENTS**

- a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged (including satisfaction of all warranty periods under the Contract), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- b. The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. UTA in no

way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

c. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

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

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

The policy shall be endorsed to include the following additional insured language: “Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

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

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

The policy shall be endorsed to include the following additional insured language: “Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.”

3. **Worker's Compensation and Employers' Liability**

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

Policy shall contain a waiver of subrogation against UTA.

d. The policies shall include, or be endorsed to include, the following provisions:

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

- e. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Utah and with an "A.M. Best" rating of not less than A-VII. UTA in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- f. Contractor shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- g. Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to UTA separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

**12. OTHER INDEMNITIES**

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

**13. INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's

employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

**14. USE OF SUBCONTRACTORS**

All sub-suppliers used by Contractor to furnish Goods under this Contract shall be subject to UTA's review and approval and UTA reserves the right to qualify any new Goods (without a current product number in UTA's inventory system) pursuant to an "approved equals" submittal process.

**15. CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems management company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

**16. LAWS, Regulations AND UTA PROPERTY REQUIREMENTS**

Contractor agrees that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection. With respect to its use of (or presence upon) UTA property, Contractor also agrees to comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

**17. ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

**18. END OF CONTRACT TERM OBLIGATIONS**

**a. Contract Demobilization**

1. Contractor agrees to fully cooperate by taking all measures necessary as directed by UTA in order to secure continuity of UTA's operations at the expiration of the Contract. Specifically, UTA and the Contractor shall agree upon

a demobilization plan which will take effect six months prior to the last day of the Term. This six month period prior to expiration of the contract shall be referred to as the "Demob Period". As part of this demobilization plan, within the first week of the Demob Period, Contractor shall provide UTA with a list of all UTA-contracted parts, including quantities, and lead times, that Contractor has on hand, in inventory or on order. UTA and the Contractor shall consult together and reach agreement on which Goods (Parts) Contractor will continue to order into inventory and which Goods will be consumed and not be reordered. If there are previously ordered Goods or Goods that are ordered during the Demob Period that are not scheduled to be delivered to UTA until after the contract expiration date, Contractor shall assign the purchase orders/contracts for such Goods to UTA or the successor Contractor as directed by UTA, at the current contracted price.

**b. Warehouse Stocked Parts – purchase commitment**

During the one-year period immediately following expiration of the Contract, UTA and/or Successor, as directed by UTA, shall purchase Contractor's warehouse stocked parts as specified below at the current contract price:

- (i) Contractor's remaining warehouse stock of Goods at a quantity that does not exceed a 3 month supply (based on then-current usage) from the contract expiration date;
- (ii) Contractor's remaining warehouse stock of those Goods for which UTA has specifically directed Contractor (in writing) to maintain a warehouse stock that exceeds a 3 month supply;
- (iii) Contractor shall be solely responsible for any excess inventoried items beyond those described above.

**19. TERMINATION PRIOR TO END OF TERM**

- a. UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience: (i) UTA shall pay Contractor in full for all Services performed in accordance with the Contract up to the effective date of termination; and (ii) Contractor shall sell to UTA, and UTA shall purchase, Contractor's remaining warehoused stock of Goods and Goods on order in accordance with the terms and conditions of Section 16 of this Contract. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.
- b. If Contractor materially fails to deliver the Goods in accordance with the Contract requirements, fails to perform any Services in the manner called for in the Contract, or fails to comply with any of its obligations under the Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within seven (7) days after receipt of written notice from UTA, UTA may, at its discretion:
  - 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
  - 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or

3. Except to the extent limited by the Contract, pursue other remedies available at law.
- c. Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive.
- d. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

**20. CHANGES**

UTA may direct changes to the Contract. Upon receipt of such direction, Contractor shall prepare an estimate of the cost impacts of the change (if any). No change in the Contract shall be made unless made pursuant to a mutually executed written instrument designated to be a change order or contract amendment. Oral changes to the Contract are not permitted.

**21. AUDIT**

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

**22. FINDINGS CONFIDENTIAL**

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

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

**23. PROJECT MANAGER**

UTA's Project Manager for the Contract is Jolene Higgins, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 237-1925.

**24. CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Jolene Higgins, Grants & Contracts Administrator, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 237-1925.

**25. PROHIBITED INTEREST**

No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

**26. NOTICES OR DEMANDS**

- a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and will be personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

ATTN: Grants & Contracts Administrator

669 West 200 South

Salt Lake City, UT 84101

If to Contractor:

Contract Administrator,  
Managed Inventory

5301 Price Avenue

McClellan CA 95828

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

**27. DISPUTE RESOLUTION**

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

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager, Jolene Higgins Contractor Project Manager, Zack Mougharbel	Five Calendar Days
UTA's Sr. Supply Chain Manager, Todd Mills Aftermarket Manager, Barry Sidler	Five Calendar Days
UTA's Chief Financial Officer, Bob Biles CS Business Head, Michael Tyler	Five Calendar Days

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

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

**28. GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

**29. SEVERABILITY**

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

**30. AMENDMENTS**

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

**31. NO THIRD PARTY BENEFICIARIES**

The parties enter in to the Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of the Contract.

**32. ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

**33. COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of the Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

**34. SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 6, 7, 8, 9, 10, 11, 15, 17, 18, 20, 21, 24, 26, 27, 28, 29, 30 and 31.

**35. Effectiveness; Date. This 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).**

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

**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_ Date \_\_\_\_\_  
Carolyn M. Gonot  
Executive Director

By \_\_\_\_\_ Date \_\_\_\_\_  
Robert K. Biles  
Chief Financial Officer

**SIEMENS MOBILITY, INC.**

By \_\_\_\_\_ Date \_\_\_\_\_  
Name Michael Tyler  
Title Chief Executive Officer, Customer Services-NAM

By \_\_\_\_\_ Date \_\_\_\_\_  
Name Natalie Liggett  
Title Chief Financial Officer, Customer Services-NAM

Approved as to Form and Content

*Michael Bell*

Michael Bell  
Assistant Attorney General  
UTA Counsel

## Exhibit A

### Parts List

	Part Number	Description	VMI Price (each)
1	23535	BOARD, TT1579-3/56C QUADR	\$ 1,403.60
2	49858	CHOKE, CORE, RING, R102X6	\$ 2,814.30
3	50058	LOWERING DEVICE, ELECTRIC	\$ 3,055.00
4	75731	INSTALLATION, WINDSHIELD	\$ 2,100.00
5	101750	INSULATOR, DOUBLE -22MM	\$ 12.30
6	119710	CATCH	\$ 229.83
7	121797	CAM PLATE ASSY, CENTERING	\$ 755.00
8	121811	STEM,STEM&ROLL SUB ASSY	\$ 424.00
9	121850	DRAWBAR	\$ 2,129.00
10	122186	SHIFTING ASSY	\$ 1,363.00
11	152875	BOLT, DRAFT GEAR	\$ 395.00
12	154335	DRAFT BAR	\$ 755.25
13	156668	COVER	\$ 875.00
14	156867	SHACKLE, ROLLER	\$ 992.00
15	156913	PIN, PIVOT - ELECTRICAL H	\$ 79.85
16	159560	TAB WASHER	\$ 10.00
17	164693	PROTECTING COVER	\$ 46.00
18	174680	SPRING, PRESSURE	\$ 37.80
19	174681	SPRING, TENSION	\$ 26.50
20	180033	YOKE, COUPLER	\$ 1,200.00
21	180034	SUPPORT STRUT	\$ 478.00
22	183962	RUBBER INSERT, DRAWGEAR	\$ 92.10
23	184199	SLIDING DISK	\$ 29.00
24	186450	RING,WIPING DRAWGEAR	\$ 22.10
25	186473	SPRING,CENTERING	\$ 7.70
26	468365	RIVET, B5 X 8 DIN7338	\$ 0.36
27	586048	RIGHT SLIDING BLOCK	\$ 48.60
28	803311	KIT, H VALVE REBUILD	\$ 272.00
29	808122	OVERHAUL KIT, CALIPER	\$ 2,557.19
30	942109	COUPLING LINK	\$ 1,727.81
31	966454	HOUSING, VOITH	\$ 4,475.00
32	966455	FLAT LID	\$ 717.00
33	972765	SPIRAL RING	\$ 8.50
34	1032218	DOG HEAD, DRAFT GEAR	\$ 1,415.00
35	1032633	CONTACT HOUSING	\$ 3,290.00

36	1032850	BOLT, SHEAR	\$ 255.00
37	1032851	GUIDING DEVICE	\$ 1,800.00
38	2303841	BRACKET, BLINDS BRG SUPP	\$ 6.50
39	09003126	DOOR CABINET 214 COMPART	\$ 310.00
40	9013342	HOUSING, BEARING AXLE	\$ 3,444.90
41	9419232	TUBE, LINK - COMPLETE	\$ 4,473.00
42	10214413	FELT RING, GROUNDING BRUS	\$ 26.00
43	10478206	BUSHING OUTSIDE UPPER	\$ 10.40
44	10478261	PAN HEAD, SILENT BLOCK	\$ 52.50
45	70076547	JOURNAL BEARING, P.T. -NO	\$ 3,596.00
46	70078715	HOSE ASSY	\$ 89.00
47	75061358	BRACKET, SAFETY GUARD LH	\$ 2,800.00
48	97196123	LEVER, TRACK BRAKE SUPPOR	\$ 298.00
49	97257810	CLEARER, RAIL PAINTED	\$ 949.00
50	97262272	SHIM, 2MM -PUZZLE PIECE D	\$ 10.25
51	97262273	SHIM, 5MM -PUZZLE PIECE D	\$ 22.00
52	97262274	SHIM, 10MM	\$ 30.00
53	304006118	BEARING, NEOPRENE RUBBER	\$ 262.00
54	04159970600	WASHER, PLASTIC 30MM X 8M	\$ 19.10
55	36.0010.10	SEAL, SCREW PLUG (OIL LEV	\$ 8.90
56	3C58295	BELLOW (SEAL FOR SUPPORT	\$ 47.96
57	3TD01265R13	FIXTURE, CLAMPING	\$ 70.20
58	3TD13709R07	BUSHING, BEARING -SST	\$ 3.20
59	432913-102	BEARING, JOURNAL AND HOUS	\$ 2,973.25
60	4B86071	FILTER ELEMENT EHV 12	\$ 16.78
61	51.49.1031.00	ADAPTER	\$ 532.78
62	91.2424.10	PAD, RUBBER - SD160 SUSPE	\$ 427.70
63	A0376101	ARRESTOR, SURGE	\$ 1,047.00
64	A0392100	PRESSURE SWITCH	\$ 546.00
65	A1264100	RELAY, 2K33 BATTERY CONTA	\$ 109.15
66	A1288200	SPEAKERS, EXTERIOR	\$ 385.00
67	A1337100	FOOT LATCH ASSY E&H RAMP	\$ 353.00
68	A1410500	SPACER, WINDOW - RUBBER 5	\$ 12.00
69	A1998600	AXLE HOUSING BEARING, CT	\$ 3,444.94
70	A2035500	COVER, EMERGENCY RELEASE	\$ 8.85
71	A2096700	PUSH BUTTON,INSIDE LIGHTE	\$ 1,666.62
72	A2120500	TCU CARD G027(BINARY OUTP	\$ 3,480.00
73	A2358901	HARNESS, 3-SPEED AXLE SEN	\$ 772.00
74	A2464500	R/H SENSITIVE EDGE	\$ 1,282.00
75	A2464600	L/H SENSITIVE EDGE	\$ 1,245.64
76	A2486102	HARNESS, SANDER - RF, A-C	\$ 2,348.00

77	A2529800	SEALANT, BLACK ISR70-01KS	\$ 23.29
78	A2633100	KIT, CONDUIT TRANSIT	\$ 2,032.00
79	A2654700	FUSE, MICROSWITCH 250A 12	\$ 1,079.75
80	A3600903	SENSOR, SPEED - 1-SIGNAL	\$ 634.50
81	A3697900	SPEED SENSOR KIT	\$ 40.00
82	A4270000	WINDOW, PASSENGER HIGH FL	\$ 884.00
83	A4318202	BUCKET, SUPPORT -SKIRT FR	\$ 170.00
84	A4361601	SEALING, DOOR - LH SIDE	\$ 672.00
85	A4391900	ARMREST, MASTER CONTROLLE	\$ 381.00
86	A4445200	KEY, N2	\$ 79.20
87	A4467900	DOOR WINDOW PANE, SIDE	\$ 1,557.00
88	A4626000	BRIDGEPLATE, HEATED MAT	\$ 309.00
89	A4629400	BRACKET, SKIRT, GAS SPRIN	\$ 300.00
90	A4805400	CAGE, HPU	\$ 1,740.00
91	A5136200	SWITCH, GONG W/ PLATE	\$ 1,005.00
92	A5E00165550	GEL, SPEED SENSOR 247Y127	\$ 540.20
93	AVIX1A963	VEHICLE TRANSMITTER (PUCK	\$ 266.00
94	D640071	BRUSH HOLDER BRUSH	\$ 5,344.50
95	F003896	PAD,PRESSURE ELECTRIC	\$ 402.00
96	F012937	PAD, RAIN PROTECTION	\$ 303.03
97	H90.161110	FILTER, BREATHER	\$ 93.00
98	RV-ABP-7002-03	FLANGE, HUB RH	\$ 2,031.00
99	RV-ABP-7002-04	FLANGE, HUB LH	\$ 1,896.00
100	SAG10068	FAULT INDICATOR, 8A51, 8A	\$ 837.00
101	STU14645	ACCUMULATOR ASSY EH1207	\$ 1,765.64
102	Z123300	SELF GRIPPING SEAL	\$ 7.60



## MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** May 20, 2020

<b>SUBJECT:</b>		<b>Northern ADA Complementary Paratransit and Route Deviation Provider Services (MV Transportation, Inc.)</b>
<b>AGENDA ITEM TYPE:</b>	<b>Expense Contract</b>	
<b>RECOMMENDATION:</b>	Approve award and authorize Executive Director to execute contract and associated disbursements with MV Transportation Inc. to provide paratransit and route deviation services in Weber, Davis, and Box Elder Counties.	
<b>BACKGROUND:</b>	UTA has contracted paratransit and route deviation services in the northern area for many years. During this time, MV Transportation Inc. has been the primary contractor and has proven to be a good partner. MV Transportation Inc. is familiar with UTA processes, policies and expectations and will continue to provide excellent service in Weber, Davis, and Box Elder Counties. Under the terms of this contract, UTA will assume radio dispatching duties in an effort to provide better customer service while ensuring compliance with FTA guidelines.	
<b>DISCUSSION:</b>	UTA staff is requesting approval of contract with MV Transportation Inc. to provide paratransit and route deviation services in Weber, Davis, and Box Elder Counties. This is a two-year contract with five one-year options with an effective date of May 1, 2020. This was a best value RFP. The contract amount is based upon a fixed monthly rate plus an amount per revenue hour. UTA staff recommends option outlined in Exhibit A-3 which brings dispatching responsibilities in house beginning November 1, 2020. Savings associated with this change will be repurposed into a new Special Services FTE to cover dispatching responsibilities. This change will improve customer service, operational efficiency, and ensure compliance with FTA guidelines. Based on the projected service plan, the first year of the contract is \$3,261,919. The total seven-year contract amount is \$25,034,554.	
<b>CONTRACT SUMMARY:</b>	Contractor Name: MV Transportation Inc.	
	Contract Number: 20-03243	Existing Contract Value: N/A

	Effective May 1, 2020 and through April 30, 2027	Extended Contract Dates: N/A
	Amendment Amount: N/A	New/Total Amount Contract Value: \$25,034,554
	Procurement Method: RFP best value service contract	Funding Sources: UTA Operating Budget
<b>ALTERNATIVES:</b>	UTA would be required to provide the Paratransit and Flex operations for approximately 7500 additional monthly trips and maintenance for a fleet of 45 vehicles.	
<b>FISCAL IMPACT:</b>	Contract amount is currently projected in long-term operation's funding	
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>Contract with Exhibits A-1, A-3, A-5, B-1, B-3 Remaining exhibits available upon request</li> </ul>	

Contract 20-03243  
ADA Complementary Paratransit and  
Route Deviation Services

**CONTRACT Number 20-03243**  
**For NORTHERN**  
**ADA COMPLEMENTARY PARATRANSIT AND**  
**ROUTE DEVIATION PROVIDER SERVICES**

THIS ROUTE DEVIATION SERVICES AGREEMENT (“Agreement”) is entered into and made effective as of the date of the last signature below (the “Effective Date”) by and between **UTAH TRANSIT AUTHORITY**, a public transit district organized under Utah Code Ann. §§17B-2a-801, et seq, as amended (hereafter the “Authority”), and **MV TRANSPORTATION, INC.**, a corporation, whose principal place of business is 2711 N. Haskell Ave, Suite 1500, LB-2, Dallas, TX 75804, (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the Authority, is the provider of fixed-route, rail and route deviation transit service in all or part of Salt Lake, Tooele, Utah, Weber, Davis, Box Elder Counties, and Utah Counties and is also responsible for providing complementary paratransit service in accordance with the Americans with Disabilities Act;

WHEREAS, the Authority desires to engage the Contractor to provide the route deviation services and complementary paratransit services in the Authority’s **Northern County Service Area** (the “Services”), all as described in this Agreement; and

WHEREAS the Contractor is willing and able to provide the Services upon the terms and conditions hereinafter set forth.

AGREEMENT

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

1. Services to be Performed by Contractor. Contractor shall provide Services in portions of the Southern County in full accordance with the terms and conditions set forth in, or reasonably implied by: (i) this Contract (inclusive of Exhibits A-1, A-3, A-5 (Revised), A-6, B, B-1, B-3, B-5, B-6, C, C-1, D, D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-9, D-10, D-11, D-12, D-13, D-14, D-15, D-16, E, F, G, H, I, I-1, J, K, L, M, N, O, P, Q, R, S, T; and (ii) the Authority’s Request For Proposals UT-19-03143 (the terms and conditions of which are incorporated herein). The parties hereby acknowledge that changes to the Services described in this Contract and in the incorporated Request for Proposals may become necessary as the result of changed conditions during the term of this Agreement, and the

Contract 20-03243  
ADA Complementary Paratransit and  
Route Deviation Services

parties hereby agree to negotiate such changes in good faith. However, any changes to the Services must be made in a writing signed by both parties.

2. Term of Agreement. Subject to the provisions for termination as hereinafter provided, this Agreement shall become effective May 1, 2020 and terminate April 31, 2022. At the Authority's sole option, this Agreement may be extended for five (5) additional, consecutive one-year terms.
3. Termination of Agreement. This Agreement, and the rights and obligations provided hereunder, may be terminated only as provided in this Paragraph 3.
  - A. The Authority shall have the right to terminate this Agreement at any time by providing sixty (60) days written notice to Contractor. If the Agreement is terminated for convenience, the Authority shall pay Contractor for Services satisfactorily completed as of the effective date of termination and for reasonable contract close-out costs, including subcontract termination fees that have been reasonably mitigated by Contractor. The Authority shall not be responsible for anticipated profits based on Services not performed as of the effective date of termination. Contractor shall promptly submit a termination claim to the Authority. If Contractor has any property in its possession belonging to the Authority, Contractor will account for the same, and dispose of it in the manner the Authority directs.
  - B. If Contractor materially fails to perform any of its obligations under this Agreement, and such failure is not cured or a cure initiated to the satisfaction of the Authority within fifteen (15) days after receipt of written notice from the Authority, The Authority may, at its discretion:
    1. Terminate this Agreement (in whole or in part) for default and complete the Services using other contractors or the Authority's own forces, in which event Contractor shall be liable for all incremental costs so incurred by the Authority;
    2. Pursue other remedies available under this Agreement (regardless of whether the termination remedy is invoked); and/or
    3. Except to the extent limited by this Agreement (including by payment of liquidated or stipulated amounts), pursue other remedies available at law.
  - C. Contractor shall remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination. the Authority shall calculate any termination damages payable under this Agreement, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Paragraph 3 are cumulative and not exclusive.

Contract 20-03243  
ADA Complementary Paratransit and  
Route Deviation Services

4. Contractor an Independent Contractor. The parties agree that the Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither it nor any of its employees is or are servants or employees of the Authority. Neither the Contractor nor any of the Contractor's employees shall be eligible for any workers' compensation insurance, pension, health coverage, collectively bargained fringe benefits or other benefits which apply to the Authority's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the Authority on behalf of the Contractor or the employees of the Contractor. The Contractor acknowledges that it shall be solely responsible for payment of all payroll, income and other taxes generally applicable to independent contractors.
  
5. Compensation of Contractor.
  - A. The Authority agrees to pay Contractor based on the terms of compensation detailed in Exhibit A during the term of this Agreement. The compensation set forth in Exhibit A may be modified to account for service standard adjustments agreed between the parties pursuant to Exhibit A-5 of this Agreement. All such modifications shall be made only pursuant to written contract addenda.
    - a. Cash fares collected from passengers for paratransit services shall be retained by the Contractor upon receipt. The monthly amount collected shall be calculated by the Contractor, and UTA shall confirm the amount that should have to be collected by the Contractor. A final agreed upon fare amount should be reduced from the monthly compensation to the Contractor and clearly identified on the monthly invoice from the Contractor as credit on the bill.
  
  - B. Subject to Paragraph 5(C) below concerning disputed payments, the Authority shall make monthly payments to the Contractor no more than thirty (30) days following receipt of the properly submitted monthly service records and invoice (as detailed in Exhibit A of this Agreement) from the Contractor, and certification and acceptance thereof by the Authority.
  
  - C. The Authority shall endeavor to promptly process Contractor invoices. In the event of a dispute between the Authority and the Contractor over charges, the Authority shall be empowered to withhold compensation for the sum equal to the full value of the disputed charges. Undisputed balances of such invoices shall not be withheld. The Authority shall provide written notification of withholding which identifies the disputed charge(s) and specifies the reason for the disputed charge. Appropriate reasons for disputing Contractor invoices and withholding compensation as provided under this Paragraph 5(C) include, but are not limited to, the following:
    1. Services rendered on specific occasions which fail to meet the level of service standards described in the "Scope of Work/Minimum Requirements" set forth in Exhibit B.

Contract 20-03243  
ADA Complementary Paratransit and  
Route Deviation Services

2. Failure of the Contractor to supply the Authority with complete and accurate documentation as described in the “Records and Reporting Forms” set forth in Exhibit C, and required by the “Scope of Work/Minimum Requirements” set forth in Exhibit B.
  3. Failure of the Contractor to respond to reasonable requests by the Authority to modify the scope or manner of the Services performed by the Contractor or to modify the “Scope of Work/Minimum Requirements” set forth in Exhibit B (provided that any such changes that increase the Contractor’s costs in performing Services shall be subject to an equitable adjustment in the compensation to be paid to the Contractor under this Agreement).
6. Insurance Requirements. The Contractor shall not perform any Services under this Agreement and no compensation due the Contractor shall accrue until the Contractor has obtained all insurance required under this Paragraph 6 and such insurance has been approved by the Authority.
- A. The Contractor shall secure and maintain insurance from an insurance company authorized to write the designated lines of insurance in the State of Utah which will protect the Contractor and the Authority from claims for bodily injury, death or property damage, general liability claims which may arise from operations under this Agreement and which will protect Contractor from worker’s compensation claims which may arise from operations under this Agreement.
  - B. The Contractor shall require its subcontractors to secure and maintain insurance from an insurance company authorized to write the designated lines of insurance in the State of Utah which will protect the subcontractor, Contractor and the Authority from claims for bodily injury, death or property damage; general liability claims, which may arise from operations under this Agreement and which will protect subcontractor from worker’s compensation claims which may arise from operations under this Agreement. Subcontractor’s commercial general liability and automobile liability insurance shall provide that Contractor, its parent, subsidiaries, elected and appointed officials, employees, and agents and Authority, are names as additional insureds.
  - C. The Contractor shall deliver and shall require any of its subcontractors to deliver the certificate(s) of insurance to the Authority prior to the commencement of Services under this Agreement and thereafter upon request by the Authority. Each insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without thirty (30) days advance written notice to the Authority of the intention to cancel. The commercial general liability and automobile liability policies shall provide that the Utah Transit Authority is an additional insured in connection with performance of the Services. The amounts of such insurance shall comply with the laws of the State of Utah, but in any event shall not be less than the following:

Contract 20-03243  
ADA Complementary Paratransit and  
Route Deviation Services

1. Workers' Compensation and Employer's Liability Insurance shall be secured and maintained as required by the laws of the State of Utah.
2. Commercial General Liability Insurance with limits no less than a Two Million Dollar (\$2,000,000) limit per occurrence, Four Million Dollar aggregate (\$4,000,000) limit in any policy year.
3. Automobile Liability Insurance with a combined single limit of Two Million Dollars (\$2,000,000) which could include a combination of primary auto liability insurance and excess liability insurance totaling \$2,000,000 and which must include statutory no-fault benefits, with the exception of no-fault medical benefits which will be in the amount of Five Thousand Dollars (\$5,000).

7. Indemnification.

- A. The Contractor shall indemnify, defend and hold harmless the Authority and its trustees, officers, employees, agents and funding parties (collectively the "Indemnified Parties") from and against any loss, damage, injury, liability, suits, costs, proceedings and other claims (hereinafter collectively referred to as "Claims") arising out of the performance of this Agreement or which are caused in whole or in part by the acts, omissions, failure to act, or negligence of the Contractor or any of its officers, employees, subcontractors, agents of volunteers. The Contractor's obligations under this Paragraph 7 shall not apply to any Claims that arise out of the sole negligence of an Indemnified Party.
- B. Contractor shall defend all suits brought with respect to a Claim and shall pay all incidental costs and expenses, including attorneys' fees. However, the Indemnified Parties shall have the option to participate in the defense of any such suit in which the Indemnified Party perceives that its interests are not being protected by the Contractor or where the Contractor believes, asserts or claims that the Claim arises out of the sole negligence of the Indemnified Parties. In the latter situation, the Contractor shall immediately notify the Authority of its belief that the Claim arises out of the sole negligence of the Indemnified Parties. The participation in the defense of a Claim by an Indemnified Party does not relieve the Contractor of any obligation under this Agreement. However, if the Indemnified Party elects to retain independent counsel, the Indemnified Party shall pay the attorney's fees and costs associated with such counsel, except in cases where the Indemnified Party retains separate counsel due to a claim by Contractor that the Claim arises out of the sole negligence of the Indemnified Parties. In the latter situation, if a finding is later made that the Claim did not arise out of the sole negligence of the Indemnified Parties, then Contractor shall reimburse the Indemnified Parties for all costs and attorney's fees incurred by the Indemnified Parties.
- C. For the avoidance of doubt, the following expenses are included within above referenced the definition of Claim:

Contract 20-03243  
ADA Complementary Paratransit and  
Route Deviation Services

1. Any and all audit exceptions or denials of federal reimbursement funds arising from the Contractor's violation of the terms and conditions of state and federal laws or regulations or of this Agreement; and
  2. Any and all fines, penalties, judgments, punitive damages or other losses sustained by the Authority as the direct or indirect result of the alleged violation of any federal or state law or regulation by the Contractor in the performance of the Services.
8. Maintenance of Service Records. The Contractor agrees to maintain detailed and complete records related to the Services including all reports listed in Exhibit A-1 and Exhibit C (including Exhibits C-1). Contractor shall maintain additional reports and records not listed in such exhibits as requested from time to time by the Authority.
- A. Upon request by the Authority, the Contractor shall permit the Authority or any other party designated by the Authority to reasonably review, inspect, examine and/or take possession of such original records or make copies of any records pertaining to Services performed by the Contractor under this Agreement, provided that such inspection is conducted during regular business hours. In the event that the Authority's exercise of such rights reveals that the Contractor has collected compensation in excess of that properly due under this Agreement, the Contractor shall immediately refund all amounts in excess of that due under this Agreement.
  - B. The Contractor shall deliver to the Authority all original records specific to service delivery customer concerns on an annual basis, and vehicle maintenance records with the return of all Authority provided vehicles. The Contractors shall maintain the required records under this Paragraph 8 for a period of no less than ten (10) years following the expiration or termination of this Agreement. In the event this Agreement is terminated for any reason, the Authority shall have the right, at its option, to take possession of all original records Contractor is required to keep under this Paragraph 8(B). No records will be disposed of without the Authority's approval, and the Authority will be entitled to all records regarding passenger information or Services provided under this Agreement at any time.
  - C. The Contractor agrees to not use the names and addresses of riders for mailings of any kind nor to make presentations, place advertisements or otherwise promote the Authority's service without the prior written consent of the Authority.
  - D. The Contractor agrees to maintain confidentiality of any information regarding all riders, and all Services provided to riders and protect this information from the public. The Contractor will not share even for view, information listed on the Driver's manifest without the approval of the Authority.
9. Service Complaint Procedures. The Contractor understands and acknowledges that the Authority has established a complaint procedure available to all applicants and recipients

Contract 20-03243  
ADA Complementary Paratransit and  
Route Deviation Services

of the Services, and the Contractor hereby agrees to cooperate in informing all such applicants and/or service recipients of their right to file formal complaints through this procedure, in accordance with the provisions set forth in paragraph 9.6 of the "Scope of Work/Minimum Requirements" set forth in Exhibit B. Contractor will be responsible for researching complaints, notifying the customer of the findings and providing written responses in UTA's customer complaint system and notifying the Authority of the findings.

10. Reporting of Accidents or Incidents. Contractor shall immediately report to the Authority all incidents or accidents that are investigated by a local authority having jurisdiction. The Contractor will report these incidents or accidents by first calling the Authority's Radio Control Center at (801) 287-2853/54, then by following the instructions as listed in Exhibit B, Scope of Services, paragraph 9.7, and by completing the Authority's Incident/Accident Report Form as shown in Exhibit C-2. The Contractor shall also comply with the Authority's Drug and Alcohol policy as it relates to post accident testing (Exhibits F).
11. Assignment and Subcontracting. The Authority may assign and delegate any and all rights and responsibilities of the Authority under this Agreement by providing thirty (30) days written notice to the Contractor. In the event that the Authority assigns some or all of its rights to receive the Services, the Authority shall be responsible for ensuring that its assignee or assignees comply with all of the terms and provisions of this Agreement and, notwithstanding any such assignment, the Authority shall be liable for any breach or default hereof. The Contractor's responsibilities under this Agreement will not be affected by any such assignment by the Authority. The Contractor shall not be permitted to assign any rights or responsibilities stemming from this Agreement without the written consent of the Authority. The Contractor agrees not to subcontract any of the Services without the advanced written consent of the Authority which shall not be unreasonably withheld. In the event that the Contractor assigns or subcontracts some or all of the Services, the Contractor shall be responsible for ensuring that its assignee(s) or subcontractor(s) comply with all of the terms and provisions of this Agreement and, notwithstanding any such assignment or subcontract, Contractor shall be liable for any breach or default hereof. Transportation provided under the State of Utah Division of Services for People with Disabilities may not be subcontracted under this Agreement.
12. Contractor's Compliance with Applicable Laws and Regulations. In the performance of the Services, Contractor hereby agrees, covenants and warrants to strictly comply with all applicable federal, state and local laws, regulations, rules, orders and ordinances including, without limitation the federal requirements set forth in Exhibit A-6 and Exhibit O.
13. Representations and Warranties of Contractor. In conjunction with the Services, the Contractor makes the following representations and warranties:
  - A. Neither the Contractor nor any principal of the Contractor is on the U.S. Comptroller General's consolidated list of persons or firms currently debarred from, declared ineligible or voluntarily excluded from participation in or with respect to public contracts.

Contract 20-03243  
ADA Complementary Paratransit and  
Route Deviation Services

- B. Contractor has not employed or retained any company, firm or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and Contractor has not paid or agreed to pay any company, firm or other person, other than a bona fide employee working solely for the Contractor, any fee, commission percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement.
14. Prohibited Interests. No member or officer of the Authority during their tenure of employment, and for a period of one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
15. Implementation of Substance Abuse Policy. The Contractor agrees to implement a substance abuse program applicable to all of the Contractor's employees (and employees of any subcontractors properly retained by the Contractor) who perform safety sensitive functions under this Agreement. The substance abuse policy implemented by the Contractor shall comply with the Authority's Drug and Alcohol Policy Statement attached hereto as Exhibit F and with federal law and applicable regulations and policies promulgated by the Authority and the Federal Transit Administration. The Authority shall have the right to review and approve the Contractor's substance abuse policy and the Authority may require that modifications be made to any portions of the Contractor's substance abuse policy that the Authority deems to be inadequate. The obligation specified in this Paragraph 15 shall obligate Contractor to:
- A. Develop a policy statement on substance abuse in the workplace and distribute such policy statement to all of Contractor's employees (and employees of any subcontractors properly retained by the Contractor).
- B. Institute an on-going employee and supervisor education and training program regarding substance abuse. Contractor agrees to participate in any training mandated by the Authority.
- C. Institute a drug and alcohol testing program, including random testing, for employees and applicants for employment in safety sensitive positions. Program must be approved by the Authority.
- D. Institute administrative action for record keeping, reporting, and release of information, certification of compliance, and requesting waivers. Program must be approved by the Authority.
16. Training Required for the Contractor's Employees. The Contractor agrees to provide sufficient training for all the Contractor employees who will operate vehicles under the terms of this Agreement. The training program to be implemented by the Contractor shall meet the standards and procedures currently implemented by the Authority in the training of the Authority's own drivers. The Contractor shall submit a proposed training program to the Authority prior to the commencement of the Contractor's Services under this

Contract 20-03243  
ADA Complementary Paratransit and  
Route Deviation Services

Agreement. The proposed training program shall describe the length of classroom and on-road training, topics covered, training materials, qualifications of trainers, all of which shall account for the Americans with Disabilities Act which mandates driver training through proficiency. The Authority shall have the right to approve or disapprove of the program proposed by the Contractor in the Authority's sole discretion. Unless otherwise expressly stated in this Paragraph 16, all costs of training required for the Contractor's employees shall be borne by the Contractor. In the event that the Authority judges the Contractor's driver training efforts to be substandard, the Contractor agrees to require its drivers to attend supplementary training to be conducted by the Authority or by another organization approved by the Authority. In addition to the standard driver training program to be implemented by the Contractor as provided in this Paragraph 16, the Contractor further agrees as follows:

- A. The Contractor shall require all of its driver trainers to attend training workshops and information meetings that will be sponsored or approved by the Authority. The purpose of such workshops and meetings shall be to assure that all of the Contractor's trainers have a thorough knowledge of driver training techniques and materials, ADA-focused rider assistance and communication methods, wheelchair securement, and the Authority's rules and procedures.
- B. If requested to do so by the Authority, the Contractor shall require its drivers to attend a driver customer awareness training session sponsored or approved by the Authority. Costs of compensation for the vehicle operators or transportation costs incurred in the course of attending training sessions shall be borne by the Contractor. The costs incurred to provide facilities and staff to conduct said training sessions shall be the responsibility of the Authority.
- C. The Contractor agrees to implement an on-the-road driver supervision program to monitor individual driver performance, particularly in the areas of rider assistance, sensitivity, safety and defensive driving. The Contractor's plan for fulfilling this requirement, including procedures to be used and the frequency of the monitoring shall be submitted to the Authority for approval. The Contractor shall submit a summary of these on-the-road monitoring efforts on a monthly basis.
- D. The Contractor agrees to remove or suspend drivers or prospective drivers from the Authority's service upon a reasonable request from the Authority, providing that the request is made in writing (unless an immediate threat is identified by the Authority, at which verbal notification will be considered reasonable with a written follow-up) specifying the reasons(s) for the action. The Authority agrees to make such requests on a good faith basis. The Contractor shall immediately suspend from the Authority's service any drivers who engages in inappropriate or illegal behavior, drivers who fail to properly and safely operate accessibility equipment, or fail to properly use securement devices and restraining belts for riders using a wheelchair, according to the provisions set forth in Section 11.0 of Exhibit B and paragraphs 2.3 and 2.4 of Exhibit D. The Contractor and the Authority shall mutually agree on the length of time that a driver is suspended for major infractions

Contract 20-03243  
ADA Complementary Paratransit and  
Route Deviation Services

of the Authority's policies and procedures however, this shall not be construed as to limiting Contractor from terminating employees for major infractions of the Authority's policies and procedures.

- E. The Contractor shall not employ or continue the employment of any drivers whose records indicate a potential risk to the customers of the Authority. The Contractor shall research the driving record and BCI level criminal history record of all prospective employees providing service under this Agreement and have the findings available to the Authority upon request. Driving records shall be reinvestigated annually which will be conducted by the Authority upon receipt of driver information. The Contractor must provide the Authority with a list of drivers, driver's license number for annual driving record annually by June 1st. The Contractor must immediately remove drivers from service whose driving records indicate they do not hold a valid driver's license.
17. Outreach. The Contractor agrees to participate in all outreach programs including, but not limited to, monthly contractor and CAT (Committee on Accessible Transportation) meetings, agency site visits, passenger behavior meetings, town meetings held and conducted in the service area by the Authority. The cost incurred for staff attendance shall be borne by the Contractor. The Contractor agrees to respond to Emergency Preparedness training and comply with UTA's commitment to emergency disaster response as requested by the Authority.
18. Emergency Preparedness Plan. The Authority recognizes the importance of an emergency preparedness and so it has developed an Emergency Preparedness Plan. The Contractor must have an Emergency Preparedness Plan and submit it with their Proposal.
19. Use of Vehicles by Contractor.
- A. In the performance of the Services, the Contractor will use the vehicles listed in Exhibit B-3 or B-4 which will be provided to the Contractor by the Authority.
- B. The Contractor hereby agrees to maintain all vehicles to be used pursuant to this Agreement according to the provisions of Exhibit D and to perform preventive maintenance and prepare maintenance reports as set forth therein.
- C. The Contractor agrees that, upon request and without delay, it will permit the Authority and/or its designated representatives to make both scheduled and unscheduled inspections of any vehicles used by the Contractor in providing Services under the terms of this Agreement.
- D. The Contractor hereby warrants that when vehicles are being utilized to fulfill the Contractor's obligations under the terms of this Agreement, such vehicles shall be used solely for that purpose and no other, except that dedicated vehicles in shared-ride service may provide simultaneous service to other clients with the written consent of the Authority provided that costs of such Services are prorated in accordance with the provisions set forth in Exhibit A-1 through A-5 as applicable).

Contract 20-03243  
ADA Complementary Paratransit and  
Route Deviation Services

20. Contractor's Obligations Regarding Passengers Other Than The Authority's Passengers. If approved by the Authority, the Contractor is responsible for having its drivers indicate on the Authority's vehicle manifests and charge slips information about trips provided for non-Authority riders as set forth in Exhibit C of this Agreement. Failure to report non-Authority service will be grounds for forfeiture of the Contractor's right to reimbursement for all vehicle time documented on the offending record.
21. Submission of Trip Records by Contractor. The Contractor agrees that it will submit trip records according to the specifications set forth in Exhibit C-1. Failure to manually and/or electronically record the correct arrival time and departure time for both pick-up and drop-off for each stop/trip, appropriate information for stop/trips not provided for various reasons (no show,), the correct fare payment (including marking Medicaid trips with the correct Medicaid ID number) shall be a sufficient basis for a pro-rated reduction in payments to the Contractor.
22. Governing Law. The laws and regulations of the State of Utah shall govern this Agreement as they may from time to time be in effect.
23. Entire Agreement. This Agreement expresses the entire understanding of the parties hereto with respect to the subject matter hereof and there is no understanding, agreement, representation or warranty expressed or implied, oral or written in any way limiting, extending or relating to the provisions hereof. No subsequent amendment limiting, extending or relating to the provisions hereof shall be valid unless in writing and signed by duly authorized representatives of the parties hereto.
24. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; acts of the Government; war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; or a rational act or omission by the other party, when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of, the party not performing.
25. Incorporation. This Agreement in its entirety consists of these general terms and condition, consisting of 25 paragraphs, and 45 exhibits, all of which are incorporated herein and made a part hereof by this reference. The exhibits and attachments of this Agreement are as follows:

<b>EXHIBITS</b>	
Exhibit A-1	Terms of Compensation for North - W/Dispatch

Contract 20-03243  
 ADA Complementary Paratransit and  
 Route Deviation Services

Exhibit A-2	Terms of Compensation for South - W/Dispatch -Not Applicable
Exhibit A-3	Terms of Compensation for North - Without Dispatch
Exhibit A-4	Terms of Compensation for South - Without Dispatch – Not Applicable
Exhibit A-5	Revised Service Performance Standard and Payment Adjustments
Exhibit A-6	Federal Transit Administration Master Agreement and ADA Guidelines
Exhibit B	Scope of Services
Exhibit B-1	Northern Service Area, Service Days and Hours, Fare, and Inter-County Transfer Location
Exhibit B-2	Southern Service Area, Service Days and Hours, Fare, and Inter-County Transfer Locations – Not Applicable
Exhibit B-3	Vehicle list for Northern Service Area as of June 2019
Exhibit B-4	Vehicle list for Southern Service Area as of June 2019 – Not Applicable
Exhibit B-5	Spill Response and Reporting SOP Business Unit 3.1
Exhibit B-6	Engine Idling - SOP Business Unit 3.2
Exhibit C	Records and Reporting forms
Exhibit C-1	Driver Manifest - Sample
Exhibit D	Vehicle Maintenance Procedures
Exhibit D-1	FE1038 PM 3,000 Mile 16200 17200 Gasoline Engine Inspection
Exhibit D-2	FE1039 PM 6,000 Mile 16200 17200 Gasoline Engine Inspection
Exhibit D-3	FE 1040 PM 12,000 Mile 16200 17200 Gasoline Engine Inspection
Exhibit D-4	FE1041 PM 24,000 Mile 16200 17200 Gasoline Engine Inspection
Exhibit D-5	FE1053 Ford Supplement
Exhibit D-6	FE1273 Chevy Supplement 2 6.6L Diesel Engine
Exhibit D-7	FE1284 PM 3,000 11200 - 12200 - 14200 Diesel Engine Inspection
Exhibit D-8	FE1283 PM 6,000 Mile 11200 - 12200 - 14200 Diesel Engine Inspection
Exhibit D-9	FE1282 PM 12,000 Mile 11200-12200 - 14200 Diesel Engine Inspection
Exhibit D-10	FE1285 24000 Mile B Inspection 11, 12, 14200 Glaval Diesel
Exhibit D-11	FE1290 PM E 3000 Mile 12200 - 13200 - 15200 Gas
Exhibit D-12	FE1291 PM D 6000 Mile 12200 - 13200 - 14200 -15200 Gas
Exhibit D-13	FE1292 PM C 12000 Mile 12200 - 13200 - 14200 - 15200 Gas
Exhibit D-14	FE1293 PM B 24000 Mile 12200 - 13200-14200 -15200 Gas
Exhibit D-15	FE1298 Chevy #1 6.0L Gasoline Engine Supplement
Exhibit D-16	FE1299 Chevy #2 6.0L Gasoline Engine Supplement
Exhibit E	Reaffirmation of UTA's EEO Policy Statement
Exhibit F	UTA Drug and Alcohol Policy No. 6.2.1
Exhibit G	Demand Response Paratransit Monthly Reporting Form
Exhibit H	National Transit Database Reporting Forms

Contract 20-03243  
 ADA Complementary Paratransit and  
 Route Deviation Services

Exhibit I	Annual NTD S-10 and R-30 Reports
Exhibit I-1	Paratransit Block Sheet for Block Number
Exhibit J	Sample UTA's Electronic Radio Control Log
Exhibit K	Service Point & Community Access SOP
Exhibit L	UTA Liquidated Damages Form
Exhibit M	Standard Operating Procedures - SSBU Customer Care Department 001.0
Exhibit N	Sample Mobilization Start-up and Plan Submission
Exhibit O	DSPD Agreement #A027677.119 to 6.30.23 (State of Utah Department of Human Services Contract for Services Provided by a Utah Governmental Entity)
Exhibit P	UTA in Service Request for Reasonable Modification of Policy and Practice
Exhibit Q	Home Stop Analysis Program – Sample forms
Exhibit R	5 years miles and hours
Exhibit S	Daily Operations Sheet Oct 2019
Exhibit T	13200 type engine and transmission replacements

### FTA Standard Contract Terms

*For purposes of this Part , the term “Contractor” means the person or entity that is entering into this Contract with UTA, notwithstanding that in other parts of this Contract, that same person or entity might be referred to as the “supplier”, “vendor”, “consultant”, or some other term.*

- 1. FLY AMERICA:** If the Contract involves the transportation of persons or property, by air, between a place in the United States and a place outside the United States, or between places outside the United States, Contractor shall comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Contract 20-03243  
ADA Complementary Paratransit and  
Route Deviation Services

- 2. BUY AMERICA:** If the Contract is (i) for construction, or for the acquisition of iron, steel, or manufactured goods, or acquisition of rolling stock, and (ii) is, or might be, for an amount more than \$100,000, Contractor shall comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. Contractor shall include the requirements of this section in all subcontracts
- 3. ENERGY CONSERVATION:** Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 4. CLEAN WATER:** If this Contract is, or might be, for an amount more than \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 5. LOBBYING:** If this Contract is, or might be, for an amount more than \$100,000, Contractor certifies that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)).
- 6. ACCESS TO RECORDS AND REPORTS:** Contractor shall provide UTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The

Contract 20-03243  
ADA Complementary Paratransit and  
Route Deviation Services

Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until UTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto

- 7. FEDERAL CHANGES:** Contractor acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the Contract may be modified from time to time. Contractor acknowledges that the most recent of such Federal requirements will govern the Contract at any particular time, unless the Federal Government determines otherwise. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the Contract is executed and may apply to the Contract. Contractor shall at all times comply with all applicable Federal laws, regulations, policies, and related administrative practices, as they may be amended from time to time. Contractor's failure to so comply will constitute a material breach of this Contract.
- 8. CLEAN AIR:** If this Contract is, or might be, for an amount more than \$100,000 in any year, Contractor shall at all comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 9. RECYCLED PRODUCTS:** Contractor shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- 10. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:** Contractor acknowledges that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the UTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- 11. PROGRAM FRAUD; FALSE OR FRAUDULENT STATEMENTS:** (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any

Contract 20-03243  
ADA Complementary Paratransit and  
Route Deviation Services

statement it has made, it makes, it may make, or causes to be made, pertaining to the contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**12. TERMINATION:** See Part 4, paragraph 7.

**13. DEBARMENT:** If this Contract is for an amount equal to or greater than \$25,000, this Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

Upon execution of this Contract, Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Utah Transit Authority. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Utah Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract. Contractor shall include a provision requiring such compliance in its lower tier covered transactions.

**14. PRIVACY ACT:** If Contractor administers any system of records on behalf of the Federal Government under this Contract, the Contractor shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor shall obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to

Contract 20-03243  
ADA Complementary Paratransit and  
Route Deviation Services

those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Contract. Contractor shall include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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

(b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract:

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

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

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

Contract 20-03243  
ADA Complementary Paratransit and  
Route Deviation Services

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

**16. DISPUTES:** See Part 4, paragraph 1.

**17. DISADVANTAGED BUSINESS ENTERPRISE:** (a) This Contract is **not** subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. UTA's overall goal for DBE participation is 6.2%. If a separate contract goal has been established for this Contract, it is set forth on Attachment A-1 to this Contract.

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

(c) Contractor shall report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) **Prompt Payment:** Contractor shall pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the UTA. In addition, Contractor shall return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the UTA and contractor's receipt of the partial retainage payment related to the subcontractor's work.

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

**18. ADA ACCESS:** The Contractor shall comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C.

Contract 20-03243  
 ADA Complementary Paratransit and  
 Route Deviation Services

§§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37; (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35; (5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194; (10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

**19. INCORPORATION OF FTA TERMS:** The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. Department of Transportation (“DOT”), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests which would cause UTA to be in violation of the FTA terms and conditions.

**20. BREACHES AND DISPUTE RESOLUTION:**

**Disputes** – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of The Authority. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized Authority

Contract 20-03243  
ADA Complementary Paratransit and  
Route Deviation Services

Representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized Authority Representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

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

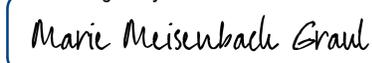
**Rights and Remedies** – The duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act The Authority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

- 21. DISTRACTED DRIVING, INCLUDING TEXT MESSAGING WHILE DRIVING**  
In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messages while using an employer supplied electronic device and driving a vehicle you own or rent, a company owned, rented or leased vehicle, a privately owned vehicle when performing any company work on behalf of the project or any vehicle on or off duty. This provision is to be included in any third party contracts, third party subcontracts or subagreements at each tier financed with federal funds.
- 22. SEAT BELT USE**  
In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

Contract 20-03243  
ADA Complementary Paratransit and  
Route Deviation Services

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed thereunto duly authorized.

**MV TRANSPORTATION, INC.:**

DocuSigned by:  
  
CC90F4517A6F42E...  
Name: Marie Meisenbach Graul  
Title: CFO

**UTAH TRANSIT AUTHORITY:**

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Carolyn M. Gonot  
Executive Director

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D. Eddy Cumins  
Chief Operative Officer

---

Cherryl Beveridge  
Acting Light Rail Manager

---

Ben Adams  
Acting Special Services General Manager

Approved as to Form and Content

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Michael Bell  
Assistance Attorney General  
UTA Counsel

**EXHIBIT A-1**

**TERMS OF COMPENSATION – SECTION 5**

**NORTHERN AREA CONTRACTOR PROVIDES SAME-DAY TRIP DISPATCHING, RUN MANAGEMENT SERVICES AND RADIO COMMUNICATIONS ON SITE AT THEIR GARAGE**

**MV TRANSPORTTION, INC.**

(Contractor)

Compensation to the Contractor, as detailed under Section 5 of the Paratransit and Route Deviation Services Agreement, shall be based upon an **amount per revenue vehicle service hour plus a fixed monthly rate** during the term of the Agreement. The revenue vehicle service hours for Paratransit service should be based upon billable hours to the Authority considered to be from first pickup to last drop off, including any layover time. Revenue vehicle service hours for Route Deviation should be based upon billable hours to the Authority including travel time to and from the storage facility generally defined as deadhead time. A revenue vehicle service hour shall exclude travel time to and from storage facilities (with the exception of Route Deviation), fueling, all driver rest and lunch breaks, training, road tests, vehicle breakdowns, and deadhead (with the exception of Route Deviation).

**It is the intent of UTA to change to Services without Dispatch at the end of approximately six (6) months. Payment will then be covered in Exhibit A-3. However, if UTA does Not then services will continue through the remaining term.**

**1. Fixed Fees Itemized**

	<b>Monthly Fixed Fee</b>	<b>Annual Fixed Fee</b>
<b>Year One first 6 months</b>	<b>\$86,733.15</b>	<b>\$520,398.90*</b>
<b>Year One second 6 months**</b>	<b>\$86,733.15</b>	<b>\$520,398.90*</b>
<b>Year Two**</b>	<b>\$90,210.34</b>	<b>\$1,082,524.03</b>
<b>Year Three**</b>	<b>\$94,085.95</b>	<b>\$1,129,031.35</b>
<b>Year Four**</b>	<b>\$95,721.04</b>	<b>\$1,148,652.54</b>
<b>Year Five**</b>	<b>\$97,758.25</b>	<b>\$1,173,099.01</b>
<b>Year Six**</b>	<b>\$98,533.92</b>	<b>\$1,182,406.99</b>
<b>Year Seven**</b>	<b>\$101,322.17</b>	<b>\$1,215,866.09</b>

**\*Six months of fixed fee**

**\*\* if service continues with dispatch**

**2. Dedicated Vehicles Operated with Authority-Provided Vehicles**

Dedicated vehicle service, utilizing vehicles provided by the Authority, shall be provided at a per vehicle hour rate. Revenue service hours are billable to the Authority from first pickup to last drop off (with the exception of Route Deviation) less any sizable breaks of one (1) hour or more (with the exception of Route Deviation). The hourly rates for dedicated vehicles service are as follows:

	Service Rate for Paratransit Service in the North	Service Rate for Route Deviation Service in the North
Year 1: May 1, 2020 through April 30, 2021	\$42.59	\$35.98
Year 2: May 1, 2021 through April 30, 2022	\$44.15	\$37.30
Year 3: May 1, 2022 through April 30, 2023	\$45.47	\$38.41
Year 4: May 1, 2023 through April 20, 2024	\$47.07	\$39.76
Year 5: May 1, 2024 through April 20, 2025	\$48.66	\$41.11
Year 6: May 1, 2025 through April 20, 2026	\$50.35	\$42.54
Year 7: May 1, 2026 through April 20, 2027	\$51.57	\$43.56

**NOTE: Do not include fuel costs in proposals. Fuel will be provided by UTA at UTA's garages located at: Northern: 135 West 17<sup>th</sup> Street, Ogden, Utah**

**EXHIBIT A-3**

**TERMS OF COMPENSATION – SECTION 5**

**NORTHERN AREA CONTRACTOR OPERATES SERVICE WITHOUT SAME-DAY TRIP DISPATCHING, RUN MANAGEMENT SERVICES, AND RADIO COMMUNICATIONS (each of which is provided by UTA)**

**MV TRANSPORTATION, INC. (Contractor)**

Compensation to the Contractor, as detailed under Section 5 of the Paratransit and Route Deviation Services Agreement, shall be based upon an **amount per revenue vehicle service hour plus a fixed monthly rate** during the term of the Agreement. The revenue vehicle service hours for Paratransit service should be based upon billable hours to the Authority considered to be from first pickup to last drop off, including any layover time. Revenue vehicle service hours for Route Deviation should be based upon billable hours to the Authority including travel time to and from the storage facility generally defined as deadhead time. A revenue vehicle service hour shall exclude travel time to and from storage facilities (with the exception of Route Deviation), fueling, all driver rest and lunch breaks, training, road tests, vehicle breakdowns, and deadhead (with the exception of Route Deviation).

**It is the intent of UTA to change to Services without Dispatch at the end of approximately six (6) months. Payment will then be covered in Exhibit A-3. However, if UTA does Not then services will continue through Year 1.**

**1. Fixed Fees Itemized**

<b>Item</b>	<b>Yearly Fixed Price</b>	<b>Monthly Fixed Price</b>
Year 1: Nov 1, 2020 through April 30, 2021	\$470,487.54	\$78,414.59
Year 2: May 1, 2021 through April 30, 2022	\$980,221.32	\$81,685.11
Year 3: May 1, 2022 through April 30, 2023	\$1,024,129.92	\$85,344.16
Year 4: May 1, 2023 through April 30, 2024	\$1,041,020.28	\$86,751.69
Year 5: May 1, 2024 through April 30, 2025	\$1,062,748.32	\$88,562.36
Year 6: May 1, 2025 through April 30, 2026	\$1,084,476.84	\$90,373.97
Year 7: May 1, 2026 through April 30, 2027	\$1,106,649.60	\$92,220.80

**2. Dedicated Vehicles Operated with Authority-Provided Vehicles**

Dedicated vehicle service, utilizing vehicles provided by the Authority, shall be provided at a per vehicle hour rate. Revenue service hours are billable to the Authority from first pickup to last drop off (with the exception of Route Deviation) less any sizable breaks of one (1) hour or more (with the exception of Route Deviation). The hourly rates for dedicated vehicles service are as follows:

	<b>Service Rate for Paratransit Service in the North</b>	<b>Service Rate for Route Deviation Service in the North</b>
Year 1: Nov 1, 2020 through April 30, 2021	\$42.65	\$36.03
Year 2: May 1, 2021 through April 30, 2022	\$44.22	\$37.35
Year 3: May 1, 2022 through April 30, 2023	\$45.54	\$38.47

Year 4: May 1, 2023 through April 30, 2024	\$47.14	\$39.82
Year 5: May 1, 2024 through April 30 2025	\$48.73	\$41.17
Year 6: May 1, 2025 through April 30, 2026	\$50.43	\$42.60
Year 7: May 1, 2026 through April 30, 2027	\$51.65	\$43.63

**NOTE: Do not include fuel costs in proposals. Fuel will be provided by UTA at UTA's garages located at: Northern: 135 West 17<sup>th</sup> Street, Ogden, Utah**

## **REVISED EXHIBIT A-5**

### **SERVICE PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES PAYMENT ADJUSTMENTS**

#### **SERVICE PERFORMANCE STANDARDS**

The service that shall be provided must be of high quality and meet the requirements of the Authority and is intended to comply with the Americans with Disabilities Act of 1990 (ADA). The ADA requires the Authority to provide Paratransit service in the regular fixed-route transit service area for defined groups of disabled persons who cannot, by virtue of their disability, access or use the fixed-route transit system.

Demand Response Transportation (paratransit) service is a form of public transportation and is provided wherever regular UTA bus service is available. Paratransit services are to be provided to all locations within three-quarter (3/4) mile of a scheduled bus route path or travel, by time of day and day of week. However, any small area (i.e. enclave) outside the three-quarter (3/4) corridor dimension, but surrounded by regular bus service corridors, will be serviced by service provider. Also included with in the 3/4 mile service area is all of the Authorities Light rail platforms (Trax,) by time of day and day of week.

Levels of Service may be adjusted at any time by Utah Transit Authority. Modifications of services may include but not limited to, extending, deleting or adding service hours by day of week, expanding or reducing geographical service areas, or adding or deleting number of daily runs, including Route deviations services.

Performance under this Contract shall require the Contractor to meet a daily 95 percent (95%) on time performance goal for all trips deemed within their control.

The Contractor hereby agrees that pursuant to the Paratransit and Route Deviation Services Agreement, the Contractor will keep detailed and complete records of the below-specified indicators of service performance. The Contractor shall organize by service type (Paratransit or Route Deviation) such records in a manner such that the records are readily available for the Authority's inspection, and the Contractor shall provide such records and any supporting documentation to the Authority upon request.

- A. The Contractor's average vehicle productivity as calculated by revenue passengers per hour. The Contractor shall follow reasonable instructions and guidelines provided by the Authority in the calculation of vehicle productivity. Contractor agrees to utilize Drivermate Trapeze Software Application when determining mileage data for Paratransit service and Odometer reading for Route Deviation services. If paper manifests used for day of service delivery, contractor must input

mileage data on each trip into the Trapeze database, and for Route Deviation Service Exhibit C-2 Contractor must complete required information by route and timepoint in the Excel spreadsheet as provided.

- B. For purposes of the Paratransit Services and Route Deviation Agreement, Paratransit Service on-time shall be defined as no more than ten (10) minutes before or twenty (20) minutes after the scheduled pickup time, and, for going trips, should also arrive no more than thirty (30) minutes before and no later than the scheduled drop-off time. Contractor drivers are required to fully utilize the Trapeze Drivermate application to track all arrivals and trip performs in real time. If a paper manifest is used Contractor must input actual arrival and departure time data for each trip into the Trapeze database within seven (7) days of the date of service. It is acceptable for vehicles to arrive at scheduled pickup locations early (unless otherwise noted on the driver's manifest). Early is defined as no more than 5 minutes before the stated ready window time. The Contractor must synchronize their clock with the Authority daily and must have a verifiable clock to be used by each driver to insure a consistent measurement of time. Individual watches are not sufficient unless they are synchronized with the dispatch center.

The percentage of the Contractor's total scheduled trips which constitute late and missed trips. A "late trip" is a trip which is performed between one (1) minute and fifteen (15) minutes beyond the end of the ready window. Where there is a stated appointment or desired arrival time, arrivals will be considered timely if they occur no more than 30 minutes prior to the appointment time up to, but no later than the appointment time, unless the cause is outside the Contractor's control. 95% goal standard will apply.

**C. Missed Trip-Paratransit Service**

A missed trip may also occur if the vehicle arrives at a pick-up location more than fifteen (15) minutes beyond the on-time pick-up window (regardless of whether or not the customer elects to still make the trip), or fails to carry out specific instructions included with the reservation which results in the passenger missing their ride (e.g. announcing arrival. Service points, Service Modifications) (note: if the vehicle arrives at a pick-up location more than 15 minutes beyond the on-time pick-up window and the customer is not present or elects not to be transported, the trip is still a "missed trip" and not a no-show). If applicable the Contractor must input "missed trip" Trapeze code associated with all trips categorized as a missed trip.

**D. Late Trips-Paratransit Services**

A Late Trip is defined as driver and vehicle arrives outside of the 30-minute ready window, between 1-15 minutes after the end or the ready window but before Missed Trip status.

The percentage of the Contractor's total scheduled/performed trips which constitute

excessive ride trips. Excessive ride trips shall be determined according to standards set by the Authority in the provision of ADA Complementary Paratransit Services by the Authority in Salt Lake County; as such, standards are amended from time to time. Excessive Ride Time. Standards for travel are consistent with fixed route service including walking distance to the fixed route. Ride time is defined as the time the passenger boards the vehicle at their pick-up location until the time passenger disembarks the vehicle at their drop off location. It is the goal of the Authority to not have any passenger ride times of more than two (2) hours (excluding inter-county transfers). Although it is understood that due to the length of the specific ride, some rides are scheduled to take more than two (2) hours by the Authority. The excessive ride time expectation applies to rides that are not initially scheduled by the Authority to take more than two (2) hours ride time.

**E. Excessive Early Arrivals**

Excessively earlier pick up before the ready window times or arrival to appointment time more than 30 minutes before will be tracked and can affect the on-time performance standards.

**F. Paratransit Service Performance**

Contractor and Authority will share their daily Service Performance Standards as outlined in reports Exhibit C-1 and G. Contractor agrees to participate at a minimum in a weekly call to discuss prior week's performance and strategies for improvements. After the first year of the Contractor's service pursuant to the Paratransit Services Agreement, the Contractor and the Authority shall meet for the purpose of discussing the Contractor's service during the initial year and reviewing the results of the above-specified indicators of service performance. At that meeting, the Authority and the Contractor shall mutually agree on the Contractor's goals with respect to such standards during the following years for which the Agreement is in effect.

The Authority is committed to provide a compliant ADA Paratransit service and high quality of customer services to the riders we serve. In order to assure a high quality of service under this Agreement the Authority and Contractor must maintain a constant flow of information. To meet the requirement the Contractor agrees to submit Service Performance Measurements with their monthly invoice documents. The Contractor also agrees to include all supporting documentation for the Authority's review.

**2. LIQUIDATED DAMAGES**

The following procedure will be used by the Authority's Paratransit staff in noticing and assessing liquidated damages in compliance with its Contracts with Service Providers:

**Assessment Procedure**

The Authority will submit notification of the liquidated damage assessment to the Contractor,

wherein the Contractor has five (5) business days from receipt of Liquidated Damage Assessment to respond back to the Authority.

The Authority may assess liquidated damages for inadequate performance, such as failure to adhere to schedule and failure to address in-service failures adequately. Subsection B of this section identifies several performance failures that the Authority anticipates would give rise to the assessment of liquidated damages including the anticipated amounts of liquidated damages for each violation.

The Authority may, at its discretion, assess such damages on a monthly basis and deduct such amounts from the monthly payments due to the Contractor. The Authority will provide the Contractor with prior notice of the liquidated damages to be assessed and will consider documented information from the contractor that outlines any exception(s) to the assessment based on evidence that demonstrates circumstances beyond the control of the Contractor.

A. The performance failures set forth below may result in an assessment of liquidated damages to the Contractor:

(1) **On-time Performance** - The goal for this standard is 95% of all pick-ups within the “ready window” with no pattern to late trips.

The On-Time Performance standard needs to include a defined pick-up window, or “ready window”, a standard for the percentage of pick-ups that will be made within this allowed pick-up period, and a standard for arrivals on or before any identified appointment time.

The “ready window” begins at the start time listed on the driver’s manifest and is considered a 30-minute window of time. It is established during the scheduling process as 10 minutes before the stated pick-up time (“ready time”) and extends until 20 minutes after the ready time.

For example, assume that a customer requests to be at work at 9:00 am and is given a “ready window” which begins at 8:05 am and lasts until 8:35 am. Operator manifests should include the “ready time” as well as any applicable appointment time. If any of this information is missing, please contact either UTA FRCC, Paratransit Scheduling Lead or a Paratransit Scheduling Administrator.

(2) **Late Trips**- The Authority’s minimum standard for on-time performance 95% of all pick-ups within the “ready window.” Where there is a stated appointment or desired arrival time, arrivals will be considered timely if they occur from 30 minutes prior to the appointment time up to, but no later than the appointment time, unless the Authority agrees the cause is outside Contractor’s control. The same 95% standard will apply.

a) When Contractor demonstrates a pattern for any service day in which the actual calculated on-time performance is below 95% (no rounding), the Authority may assess liquidated damages to the Contractor of \$75.00 for each trip that for that service day that

exceeded the on-time window by more than five (5) minutes, unless lateness is outside the Contractor's control.

(3) **Missed Trip.** Missed trips are defined to include two possible occurrences. First, a trip should be considered "missed" if for some reason it was either mistakenly left off the operators' manifest or was on the manifest but the driver did not perform the trip (due to a breakdown, traffic, etc). Second, a trip will be considered "missed" if the pick-up or arrival is "very late" – more than 16 minutes beyond the "ready window". So a trip will be "missed" if the pick-up occurred more than 35 minutes after the "scheduled time". The Contractor may be required to reimburse the Authority for the dollar equivalency, based on the most current rate, for the free ride coupons sent to individuals who qualify for a coupon under the "Rider Reward Program" reimbursement to riders based on events that are within the Contractor's control.

(4) In the event that the Contractor's actual calculated "missed trip" on-time performance on any given day service is above 1% (no rounding) of all the trips scheduled or if there is a pattern of missed trips that are within the Contractor's control, the Authority may assess liquidated damages to the Contractor of \$125.00 for each trip above the 1% on the service day.

(5) **Refusal of a Trip-**The Contractor agrees to accept all trip requests, and staff in accordance with daily demand. If a trip is refused or not performed by Contractors driver in the course of their daily manifest requirements \$75.00 per incident may be assessed in liquidated damages. The contractor also agrees to pay the actual costs incurred by the Authority when performing such trips.

(6) In the event the Contractor's must turn back routes to the Authority, the Contractor may be assessed liquidated damages in the amount of \$400.00 per route, per day. The contractor also agrees to pay the actual costs incurred by the Authority when performing such trips.

(7) **Service availability-**\$100 for each unmet vehicle service hour planned but not performed that results in failure to meet scheduled Services Performance Standards.

(8) **Excessive Ride Time-**Standards for travel are consistent with fixed route service including walking distance to/from the fixed route. Ride time is defined as the time the passenger boards the vehicle at their pick-up location until the time passenger disembarks the vehicle at their drop off location. It is the goal of the Authority to not have any passenger ride times of more than two (2) hours (excluding inter-county transfers). Although it is understood that due to the length of the specific ride, some rides are scheduled to take more than two (2) hours by the Authority. The excessive ride time expectation applies to rides that are not initially scheduled by the Authority to take more than two (2) hours ride time.

In the event that the Contractor's actual ride time exceeds the two (2) hour maximum time due to non-Authority scheduled events, the Contractor will be assessed liquidated damages as follows:

- 1) \$100 for any ride exceeding two (2) hours
- 2) \$300 for any ride exceeding three (3) hours

(9) Transporting non-approved Mobility Device. If the Authority determines that the Contractor has transported a non-approved mobility aid multiple day, the Authority may assess liquidated damages to the Contractor in the amount of \$50.00 per day beginning with the 2<sup>nd</sup> day.

(10) Customer Concerns. The Contractor agrees to investigate and respond to all customer concerns within the required five (5) days' timeline. If the Authority feels there is a pattern of untimely responses after reminding the Contractor of their contractual obligation, the Authority may assess liquidated damages in the amount of \$35 per complaint, per day. The Contractor is required to provide complete and satisfactory responses in the Authorities Trans Track software during the course of investigation for each concern. Including synopsis of conversations with all riders on agreed course of actions. For every concern deem incomplete and returned back to the Contractor a \$25.00 may be assessed in liquidated damages.

(11) Confidentiality. The authority considers all information listed on the manifest or contained in the Trapeze system as confidential. The Contractor shall protect all written or electronic data. In the event that the Contractor uses any confidential information for the purpose other than set forth in this agreement will be assessed liquidated damages in the amount of \$1,000.00 per incident.

(12) Data Collection or Service Performance Monitoring. In order to capture all of the information needed to monitor service performance the Driver must record the actual arrival and perform times at the origins and for the drop-off times at the destinations, using the In-vehicle communication devices without fail. In the event a paper manifest must be used all arrival and departure times, trip mileage, and fare payment must be record in a legible manner. Cancellations and no-shows should be recorded both by the drivers and the dispatchers and recorded on the final operator manifests. If applicable the Contractor is expected to update arrival, departure, trip mileage, no show information into Trapeze immediately, with all other information updated within 7 days from the date of service.

At the sole discretion of the Authority,

- a) For each day in excess of 7 days the Authority will assess liquidated damages in the amount of \$25.00 per route per day.

b) In the event the Authority discovers inconsistency between original data and computer data, and discovers the information was intentionally entered incorrectly the Authority will assess liquidated damages in the amount of \$1,000 per incident.

c) In the event the Authority discovers fraudulent reporting of arrival or departure times on the driver's manifest, the agency will assess liquidated damages in the amount of \$2,500 and would be justification for termination of this Agreement.

(13) Improper Vehicle Appearance.

a) If the Authority determines that the Contractor has failed to maintain the cleanliness and appearance of a Revenue Vehicles in compliance with Exhibit D of this Agreement, the Authority will assess liquidated damages of \$75.00 for each vehicle in non-compliance for each day the situation exists.

b) If the Authority determines that the Contractor failed to maintain the vehicle appearance standard of a Revenue Vehicle in compliance with Exhibit D, the Authority will assess liquidated damages of \$75.00 for each vehicle in non-compliance for each day the situation exists.

(14) Below Standard Vehicle Maintenance Performance. The following vehicle Maintenance items have been identified as having significant impact to the effective and efficient operation of Paratransit and Route Deviation Services. Failure to perform to specified standards may result in the assessment of these amounts:

a) Failure of a Vehicle Operator to properly complete a pre-trip inspection will be assessed at \$100.00 per occurrence.

b) Failure to conduct 100% of Performance Maintenance Inspections (PMI) within the required 3,000-mile interval will be assessed will increase to \$1,000.00 per vehicle operated in excess of 500 miles past the schedules PMI.

c) Failure to maintain effective maintenance as identified by the standard of 50,000 miles between valid mechanical road call will be assessed at \$400 for each valid mechanical road call under 50,000 miles in a monthly reporting period. NOTE: Road call mileage is calculated by dividing the number of valid mechanical road calls by the total number of revenue vehicles traveling in any monthly reporting period. For example, 500,000 miles traveled per month with 50 valid road calls equals 10,000 miles between road call.

d) Liquidated damages in the amount of \$1,000 shall be assessed against the Contractor for each instance where vehicles have not been maintained as required in Exhibit D-1 through D-16.

(15) Failure to provide Passenger assistance-\$50 per verifiable or patterned occurrence for not providing the reason Service modification as directed by UTA.

(16) Improperly secured Wheelchair/Mobility device- \$1000.00 per incident

(17) Failure to Maintain the Personnel Plan.

a) The Contractor shall be required to fill a key personnel position within seven (7) days of the date of the vacancy of the position. The vacancy may be temporarily filled, if necessary, with an interim individual whose qualifications meet the requirements of the position while a more extensive search is conducted. Failure to provide a replacement for a key personnel position(s) shall result in a deduction of the salary and benefit of the individual(s) plus \$100.00 per weekday (after the 7<sup>th</sup> day) that the position(s) remain unfilled.

b) Failing to provide adequate operator staffing to meet the daily demand resulting in runs or trips back to the Authority or a pattern of failed Service Performance Standards may result in a \$200.00 fine per run plus the deduction in difference between the hourly rate charged by the Contractor and the actual cost to the Authority.

(18) Serious incident notification- \$1,000.00 per incident not reported day of service. Including but not limited to Wheel-chair tip overs, lost passengers, claims of abuse, and all customer injuries requiring medical attention, as designated by the Authority.

Accident notification- \$1000 per accident with \$1,000 dollars' worth of damage or any medical treatment required, as designated by the Authority.

(19) **Driver Training-** Liquidated damages in the amount of \$1,000.00 may be assessed against the Contractor for each instance where a driver providing the Authority's service is found by the Authority to be unqualified or to not have received the required minimum amount of training. The parties acknowledge that they have agreed to liquidated damages because in the event that the Contractor were to breach the Paratransit and Route Deviation Services Agreement in either of the manners outlined above, the Authority would sustain actual damages that would be difficult to ascertain and quantify. The parties acknowledge that the figures provided above are good faith estimates of such damages.

(20) **Driver licenses and Background checks-** Liquidated damages in the amount of \$1,000.00 shall be assessed against the Contractor for each instance where a driver providing the Authority's service is found by the Authority to not have a current CDL and valid Medical Card

(21) DSPD requirements see Exhibit O “State of Utah Department of Human Services Contract for Services Provided by a Utah Governmental Entity” Attachment A – Scope of Services.

(22) Contractor Network Access

(i) Contractor shall provide an up-to-date list of active software users and their software access. The Contractor is responsible for notifying UTA within 24 hours of the employees’ separation to ensure access has been terminated. Failure to do so is subject to \$25.00 per incident of Liquidated Damages.

(ii) Contractor employees may not share passwords to gain access to UTA software. Failure of compliance is subject to \$50.00 per incident of Liquidated Damages.

(iii) Employees are required to change their passwords every 60 days. If this fails to occur, the employee will be locked out of the system. Any performance standard failures due to this action is subject to \$100.00 Liquidated Damages.

After the conclusion of each month, the Authority will calculate and notify the Contractor in writing of any liquidated damages to be imposed for that month.

(1) If the Contractor disagrees with the liquidated damages imposed, it will respond to the Authority in writing within five (5) days of receipt of the notice and explain any contingencies or reasons for the violation, Unless rescinded based on information from the contractor all amounts of liquidated damages imposed will be deducted by the Authority from the payment for services otherwise due to the Contractor,

(2) Should the amount due to the Contractor for services rendered be less than the liquidate damages assessed for that period, the balance of the liquidated damages will be deducted from future payments due to the Contractor. If the Contractor contests the assessment of liquidated damages, the dispute is subject to resolution pursuant to the FTA Master Agreement (see section #20 Breaches and Dispute Resolution under the federal clauses of the Contract), Exhibit A-6.

### **3. OTHER PAYMENT ADJUSTMENTS**

The Contractor shall collect and retain fare revenue for ADA paratransit and route deviation trips separately. The Authority shall deduct fare revenue from the Contractor’s invoice for each service provided (paratransit and route deviation) where the amount deducted is calculated based on the reported trips completed. Any shortfall of fare revenue is the responsibility of the Contractor.

The Authority’s Drug and Alcohol Policy (see Exhibit F) shall be administered and paid for by the Contractor. Costs should be considered part of Contractor’s operational costs and should be included in Contractor’s rate submitted to the Authority in their proposal.

In the event of any change in federal, state or local law, rule or ordinance which has the effect of increasing or decreasing Contractor's operating costs, Contractor and the Authority shall meet to discuss the impact of these costs and may, subject to the approval of the Authority and Contractor, negotiate adjustments to Contractor's rates as specified herein.

## **EXHIBIT B-1**

### **NORTHERN SERVICE AREA, SERVICE DAYS AND HOURS, FARE, AND INTER-COUNTY TRANSFER LOCATION**

#### Northern Service Area

##### **1. Service Area**

In accordance with the Americans with Disabilities Act (ADA) the Contractor shall provide service for trips originating within (and returning to) the shaded area shown in Figure B-I. Contractor may provide service originating within and returning to other (non-shaded) areas, but only upon a specific request from UTA.

Service assignments are not exclusive, as there may be other service providers assigned to the same areas.

##### **2. Service Days and Hours**

Northern Service Area service hours are subject to change but are currently as follows:

- Monday through Friday 3:30 a.m. to 12:30 am
- Saturday 5:00 a.m. to 12:00 a.m.
- Sunday 7:00 a.m. to 10:00 p.m.

The Authority observes nine (9) holidays. New Year's Day, President's Day, Memorial Day, Independence Day, Pioneer Day (July 24th), Labor Day, Thanksgiving, the day after Thanksgiving and Christmas. If the holiday falls on a Sunday, the Authority typically observes the holiday the following Monday with its associated service level. The Authority currently operates Saturday service schedule on select holidays except New Year's Day, Thanksgiving Day and Christmas Day, but may elect to operate full, reduced or no service at its discretion.

The Contractor shall operate service on the same days as the Authority operates and as scheduled by the Authority.

##### **3. ADA Paratransit Fare**

The ADA paratransit fare for the Northern Service Area will be established by the Authority. The second leg of any inter county trip is free. Fares must be paid for in cash (exact change only), paratransit coupon, or Medicaid stickers for qualified trips.

##### **4. Inter-County Transfer Point**

The inter-county transfer point will be 190 South 500 West, Bountiful, UT 84010 (parking lot between At Home store and Bank of Utah), or any locations designated by the Authority.

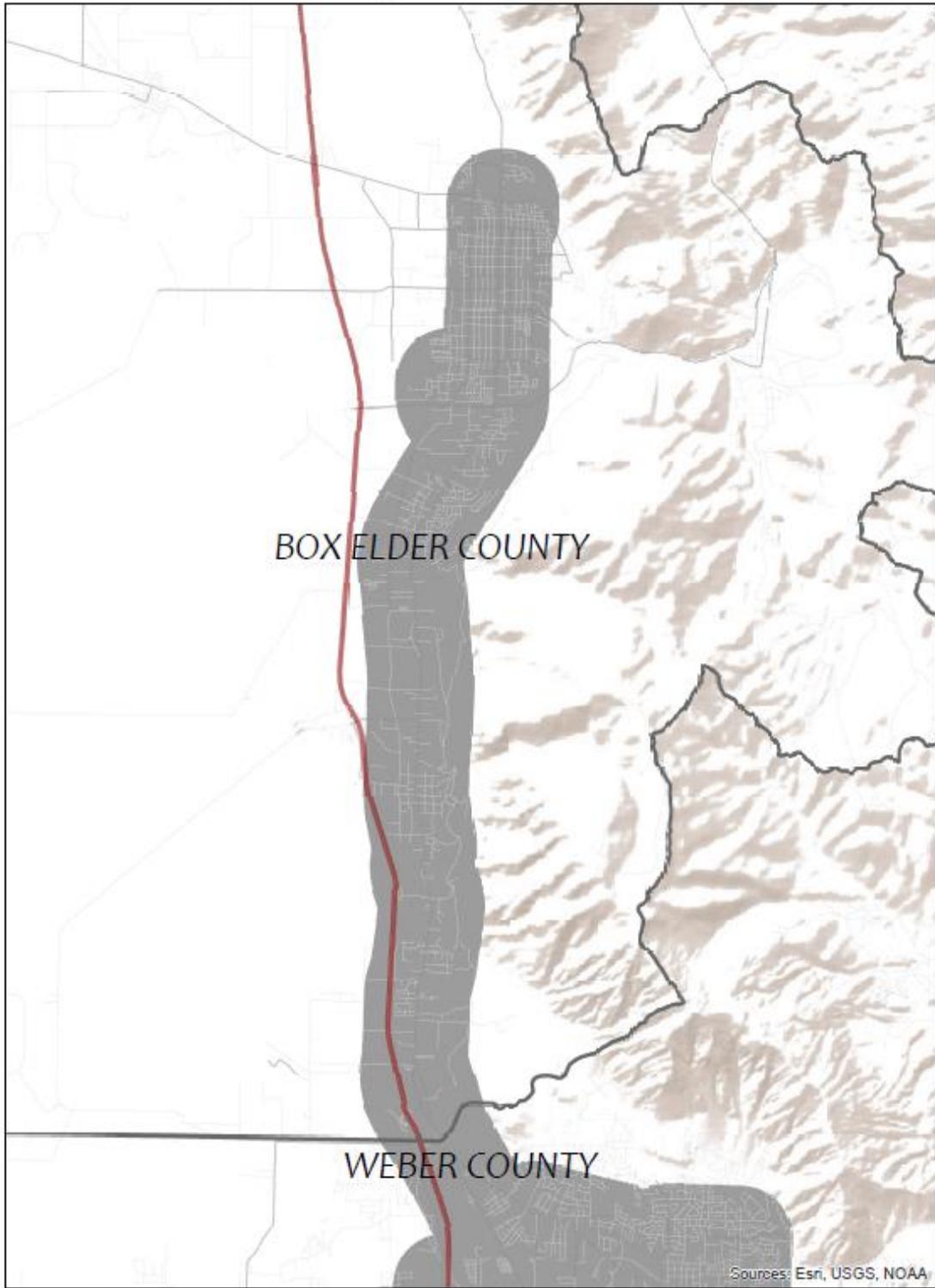
##### **5. UTA Mobility Center**

4384 South 50 West  
Murray, UT 84107  
801-287-2263

**Northern Service Area Map**

**Box Elder, Weber, Davis counties**

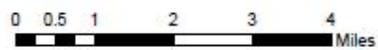
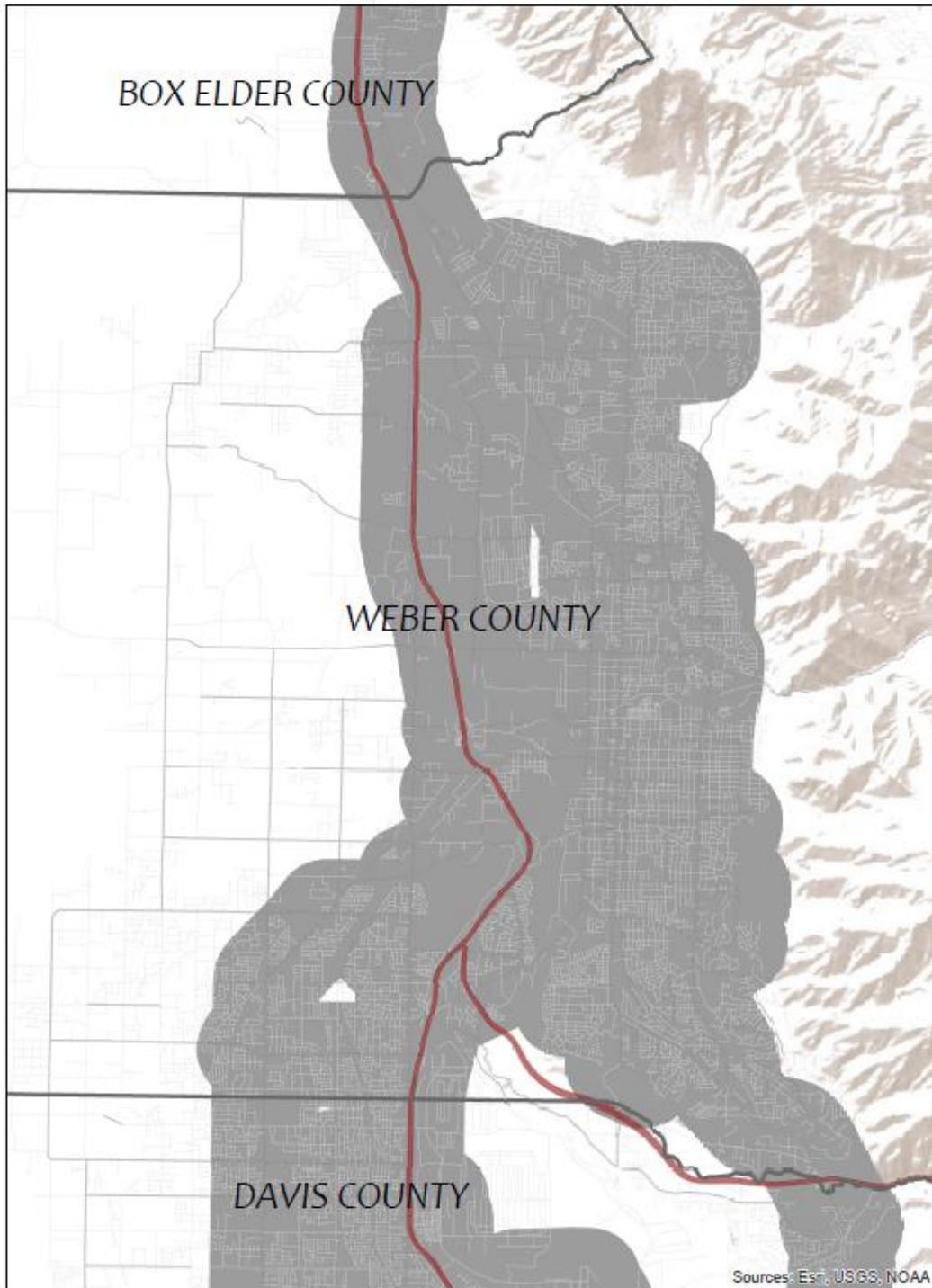
# Box Elder County Paratransit Service Area



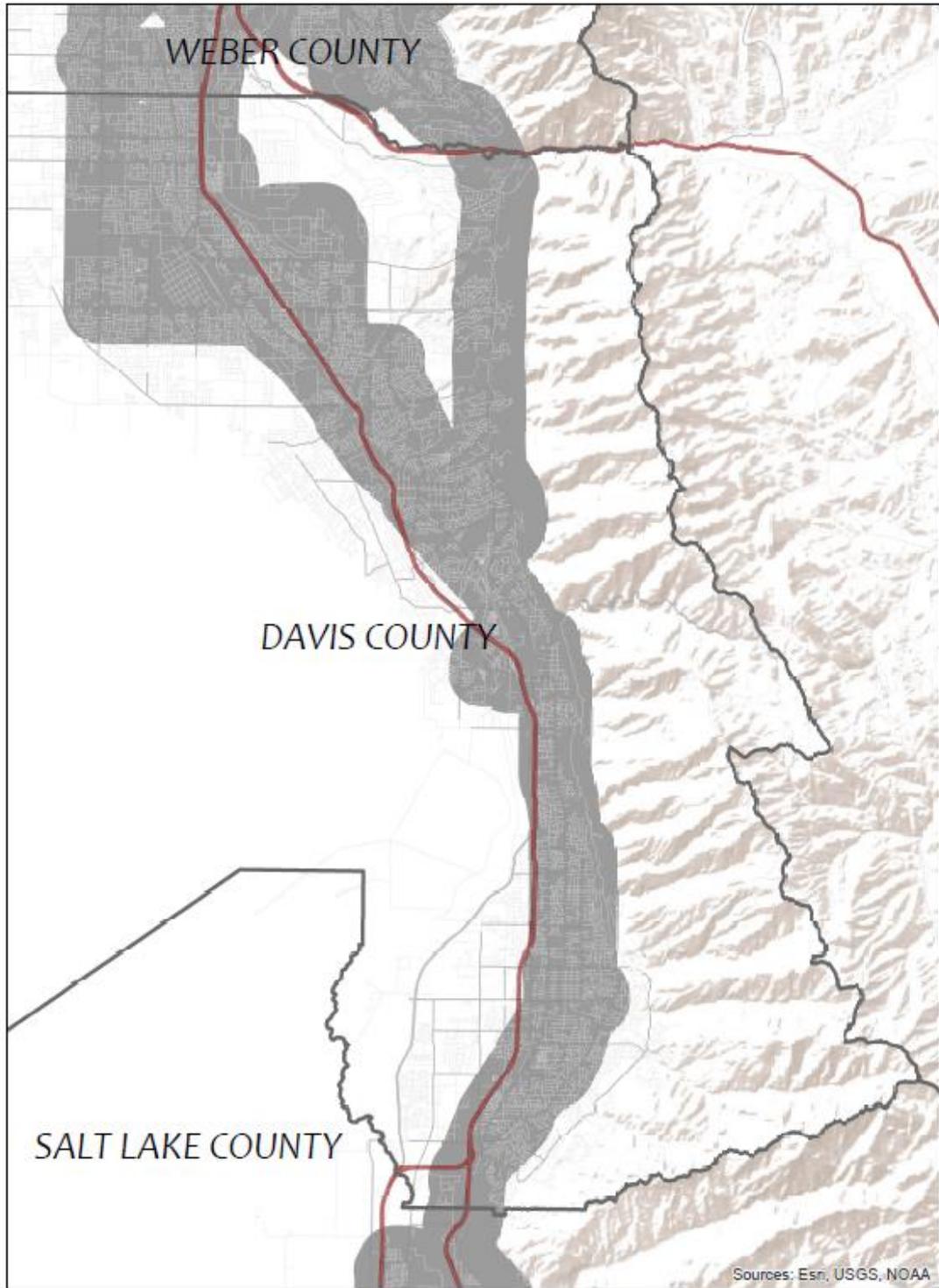
0 0.5 1 2 3 4 Miles



# Weber County Paratransit Service Area



# Davis County Paratransit Service Area



0 0.5 1 2 3 4 Miles



### Exhibit B-3

## Vehicle list for northern service area current as of June 2019

	Vehicle Number	VIN Number	license no	Make	Mdl Yr	Odometer reading
1	11234	1GB6G5BL8C1118357	507094EX	Chevy 4500 Express Cutaway	11	182,821
2	11237	1GB6G5BL9C1119078	507098EX	Chevy 4500 Express Cutaway	11	192,150
3	13201	1GB6G5BG3D1183542	515632EX	Chevy 4500 Express Cutaway	13	179,100
4	13202	1GB6G5BGXD1183506	515633EX	Chevy 4500 Express Cutaway	13	204,647
5	13203	1GB6G5BG3D1183587	515634EX	Chevy 4500 Express Cutaway	13	182,772
6	13204	1GB6G5BG1D1183670	515635EX	Chevy 4500 Express Cutaway	13	157,406
7	13205	1GB6G5BG8D1184329	203496EX	Chevy 4500 Express Cutaway	13	205,999
8	13206	1GB6G5BG8D1185383	515636EX	Chevy 4500 Express Cutaway	13	164,423
9	13207	1GB6G5BGXD1184803	515637EX	Chevy 4500 Express Cutaway	13	201,009
10	13208	1GB6G5BG9D1184064	515638EX	Chevy 4500 Express Cutaway	13	156,991
11	13209	1GB6G5BG4D1184196	515639EX	Chevy 4500 Express Cutaway	13	169,063
12	13210	1GB6G5BG0D1185149	515640EX	Chevy 4500 Express Cutaway	13	162,765
13	13211	1GB6G5BG2D1184875	515641EX	Chevy 4500 Express Cutaway	13	160,163
14	13212	1GB6G5BG8D1184556	515642EX	Chevy 4500 Express Cutaway	13	192,670
15	13213	1GB6G5BG8D1184931	515643EX	Chevy 4500 Express Cutaway	13	171,274
16	13214	1GB6G5BG4D1185669	515644EX	Chevy 4500 Express Cutaway	13	194,454
17	13215	1GB6G5BGXD1185594	203497EX	Chevy 4500 Express Cutaway	13	173,415
18	13216	1GB6G5BG9D1185666	203498EX	Chevy 4500 Express Cutaway	13	172,715
19	15209	1GB6G5BG3F1236100	213361EX	Chevy 4500 Express Cutaway	15	75,904
20	15210	1GB6G5BG3F1237151	213362EX	Chevy 4500 Express Cutaway	15	60,269
21	15211	1GB6G5BG4F1236915	213363EX	Chevy 4500 Express Cutaway	15	87,847
22	15212	1GB6G5BG8F1237680	213364EX	Chevy 4500 Express Cutaway	15	84,015

### Exhibit B-3

### Vehicle list for northern service area current as of June 2019

23	15213	1GB6G5BG2F1239005	213365EX	Chevy 4500 Express Cutaway	15	92,451
24	15214	1GB6G5BG5F1238768	213366EX	Chevy 4500 Express Cutaway	15	70,826
25	15215	1GB6G5BG5F1238009	213325EX	Chevy 4500 Express Cutaway	15	112,505
26	15216	1GB6G5BG2F1236329	213326EX	Chevy 4500 Express Cutaway	15	116,973
27	16223	1FDFE4FS9HDC10589	215145EX	16200 Ford E450 Glaval PT	16	75,416
28	16224	1FDFE4FSXHDC10567	215146EX	16200 Ford E450 Glaval PT	16	79,796
29	16225	1FDFE4FS7HDC10591	215201EX	16200 Ford E450 Glaval PT	16	88,237
30	16226	1FDFE4FS9HDC10592	215202EX	16200 Ford E450 Glaval PT	16	99,183
31	16227	1FDFE4FS0HDC10593	215203EX	16200 Ford E450 Glaval PT	16	77,202
32	16228	1FDFE4FS2HDC10594	215204EX	16200 Ford E450 Glaval PT	16	78,290
33	18230	1FDFE4FSXKDC03870	527459EX	18200 Ford E450 Glaval Flex	19	6,839
34	18231	1FDFE4FS6KDC03865	527460EX	18200 Ford E450 Glaval Flex	19	7,162
35	18232	1FDFE4FS5KDC03856	527464EX	18200 Ford E450 Para	19	10,910
36	18233	1FDFE4FS0KDC03859	527463EX	18200 Ford E450 Para	19	12,391
37	18234	1FDFE4FS4KDC03878	527462EX	18200 Ford E450 Para	19	10,775
38	18235	1FDFE4FSXKDC03853	527465EX	18200 Ford E450 Para	19	11,028
39	18236	1FDFE4FS1KDC03868	527461EX	18200 Ford E450 Para	19	9,906
40	04432	1FBSS31L34HB49236	92985EX	AUTO - VAN - YR2004	4	91,069
41	09440	1FDSS31L49DA72916	205183EX	FORD ECON E350 VAN	9	130,326
42	09471	1FDSS31L29DA70680	506323EX	FORD ECON E350 VAN	9	129,827
43	13515	1GBZG1FA1D1187892	515327EX	2013 CHEV EXPRESS G3500 LT	13	136,759

Estimates for paratransit and flex contract cost

We estimate that the growth will be an additional 16 para hours per month (192 per year) year over year Flex hours will remain the same until service planning makes changes, if that happens more hours will come, along with the funds to operate the route.

Year	Date range	Fixed price (annual)	Para hours (annual)	Para rate	Para total	Flex hours (annual)	Flex rate	Flex total	By year total
First six months of year 1, includes dispatching	5-1-20 to 11-1-20	\$ 520,399	19800	\$ 42.59	\$ 843,282	8100	\$ 35.98	\$ 291,438	\$ 1,655,119
Second six months of year 1, no dispatching	11/1/20 to 4-30-21	\$ 470,488	19800	\$ 42.65	\$ 844,470	8100	\$ 36.03	\$ 291,843	\$ 1,606,801
Year 2	5-1-21 to 4-30-22	\$ 980,221	39600	\$ 44.22	\$ 1,751,112	16200	\$ 37.35	\$ 605,070	\$ 3,336,403
Year 3	5-1-22 to 4-30-23	\$ 1,024,130	39792	\$ 45.54	\$ 1,812,128	16200	\$ 38.47	\$ 623,214	\$ 3,459,472
Year 4	5-1-23 to 4-30-24	\$ 1,041,020	39984	\$ 47.14	\$ 1,884,846	16200	\$ 39.82	\$ 645,084	\$ 3,570,950
Year 5	5-1-24 to 4-30-25	\$ 1,062,748	40176	\$ 48.73	\$ 1,957,776	16200	\$ 41.17	\$ 666,954	\$ 3,687,479
Year 6	5-1-25 to 4-30-26	\$ 1,084,477	40368	\$ 50.42	\$ 2,035,355	16200	\$ 42.60	\$ 690,120	\$ 3,809,951
Year 7	5-1-26 to 4-30-27	\$ 1,106,650	40560	\$ 51.65	\$ 2,094,924	16200	\$ 43.63	\$ 706,806	\$ 3,908,380
<b>Grand totals</b>		<b>\$ 7,290,133</b>			<b>\$ 13,223,892</b>			<b>\$ 4,520,529</b>	
								Grand total for 7 years	\$ <b>25,034,554</b>



## MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** May 20, 2020

<b>SUBJECT:</b> Southern ADA Complementary Paratransit and Route Deviation Provider Services (United Way of Utah County)	
<b>AGENDA ITEM TYPE:</b>	Expense contract
<b>RECOMMENDATION:</b>	Approve award and authorize Executive Director to execute contract and associated disbursements with United Way of Utah County to provide paratransit service in Utah County.
<b>BACKGROUND:</b>	UTA has contracted paratransit and route deviation services in the southern area for many years. During this time, United Way of Utah County has been the primary contractor and has proven to be a good partner. United Way of Utah County is familiar with UTA processes, policies and expectations and will continue to provide excellent service in Utah County. Under the terms of this contract, UTA will assume radio dispatching duties in an effort to provide better customer service while ensuring compliance with FTA guidelines.
<b>DISCUSSION:</b>	UTA staff is requesting approval of contract with United Way of Utah County to provide paratransit service in Utah County. This is a two-year contract with five one-year options with an effective date of May 1, 2020. This was a best value RFP. The contract amount is based upon a fixed monthly rate plus an amount per revenue hour. UTA staff recommends option outlined in exhibit A-4 which brings dispatching responsibilities in house beginning May 1, 2021. Savings associated with this change will be repurposed into a new Special Services FTE to cover dispatching responsibilities. This change will improve customer service, operational efficiency, and ensure compliance with FTA guidelines. Based on the projected service plan and annual CPI increase, the first year of the contract is \$1,919,520. The total seven-year contract amount is \$14,439,511.
<b>CONTRACT SUMMARY:</b>	Contractor Name: United Way of Utah County
	Contract Number: 19-03143 Existing Contract Value: N/A

	Effective May 1, 2020 - April 30, 2027	Extended Contract Dates: N/A
	Amendment Amount: N/A	New/Total Amount Contract Value: \$14,439,511
	Procurement Method: RFP best value service contract	Funding Sources: UTA Operating Budget
<b>ALTERNATIVES:</b>	UTA would be required to provide the Paratransit operations for approximately 2100 additional monthly trips and Maintenance for a fleet of 19 vehicles.	
<b>FISCAL IMPACT:</b>	Contract amount is currently projected in long-term operation's funding	
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>Contract with Exhibits A-2, A-4, A-5, A-6, B, B-2, B-4. Remaining exhibits available upon request.</li> </ul>	

**CONTRACT Number 19-03143**  
**For**  
**ADA COMPLEMENTARY PARATRANSIT AND**  
**ROUTE DEVIATION PROVIDER SERVICES**

THIS ROUTE DEVIATION SERVICES AGREEMENT (“Agreement”) is entered into and made effective as of the date of the last signature below (the “Effective Date”) by and between **UTAH TRANSIT AUTHORITY**, a public transit district organized under Utah Code Ann. §§17B-2a-801, et seq, as amended (hereafter the “Authority”), and **UNITED WAY OF UTAH COUNTY**, a nonprofit, whose principal place of business is 148 N. 100 W. Provo, UT 84601, (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the Authority, is the provider of fixed-route, rail and route deviation transit service in all or part of Salt Lake, Tooele, Utah, Weber, Davis, Box Elder Counties, and Utah Counties and is also responsible for providing complementary paratransit service in accordance with the Americans with Disabilities Act;

WHEREAS, the Authority desires to engage the Contractor to provide the route deviation services and complementary paratransit services in the Authority’s **Southern County Service Area** (the “Services”), all as described in this Agreement; and

WHEREAS the Contractor is willing and able to provide the Services upon the terms and conditions hereinafter set forth.

AGREEMENT

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

1. Services to be Performed by Contractor. Contractor shall provide Services in portions of the Southern County in full accordance with the terms and conditions set forth in, or reasonably implied by: (i) this Contract (inclusive of Exhibits A-2, A-4, A-5 (Revised), A-6, B, B-2, B-4, B-5, B-6, C, C-1, D, D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-9, D-10, D-11, D-12, D-13, D-14, D-15, D-16, E, F, G, H, I, I-1, J, K, L, M, N, O, P, Q, R, S, T; and (ii) the Authority’s Request For Proposals UT-19-03143 (the terms and conditions of which are incorporated herein). The parties hereby acknowledge that changes to the Services described in this Contract and in the incorporated Request for Proposals may become necessary as the result of changed conditions during the term of this Agreement, and the

parties hereby agree to negotiate such changes in good faith. However, any changes to the Services must be made in a writing signed by both parties.

2. Term of Agreement. Subject to the provisions for termination as hereinafter provided, this Agreement shall become effective June 1, 2020 and terminate May 31, 2022. At the Authority's sole option, this Agreement may be extended for five (5) additional, consecutive one-year terms.
3. Termination of Agreement. This Agreement, and the rights and obligations provided hereunder, may be terminated only as provided in this Paragraph 3.
  - A. The Authority shall have the right to terminate this Agreement at any time by providing sixty (60) days written notice to Contractor. If the Agreement is terminated for convenience, the Authority shall pay Contractor for Services satisfactorily completed as of the effective date of termination and for reasonable contract close-out costs, including subcontract termination fees that have been reasonably mitigated by Contractor. The Authority shall not be responsible for anticipated profits based on Services not performed as of the effective date of termination. Contractor shall promptly submit a termination claim to the Authority. If Contractor has any property in its possession belonging to the Authority, Contractor will account for the same, and dispose of it in the manner the Authority directs.
  - B. If Contractor materially fails to perform any of its obligations under this Agreement, and such failure is not cured or a cure initiated to the satisfaction of the Authority within fifteen (15) days after receipt of written notice from the Authority, The Authority may, at its discretion:
    1. Terminate this Agreement (in whole or in part) for default and complete the Services using other contractors or the Authority's own forces, in which event Contractor shall be liable for all incremental costs so incurred by the Authority;
    2. Pursue other remedies available under this Agreement (regardless of whether the termination remedy is invoked); and/or
    3. Except to the extent limited by this Agreement (including by payment of liquidated or stipulated amounts), pursue other remedies available at law.
  - C. Contractor shall remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination. the Authority shall calculate any termination damages payable under this Agreement, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Paragraph 3 are cumulative and not exclusive.

4. Contractor an Independent Contractor. The parties agree that the Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither it nor any of its employees is or are servants or employees of the Authority. Neither the Contractor nor any of the Contractor's employees shall be eligible for any workers' compensation insurance, pension, health coverage, collectively bargained fringe benefits or other benefits which apply to the Authority's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the Authority on behalf of the Contractor or the employees of the Contractor. The Contractor acknowledges that it shall be solely responsible for payment of all payroll, income and other taxes generally applicable to independent contractors.
  
5. Compensation of Contractor.
  - A. The Authority agrees to pay Contractor based on the terms of compensation detailed in Exhibit A during the term of this Agreement. The compensation set forth in Exhibit A may be modified to account for service standard adjustments agreed between the parties pursuant to Exhibit A-5 of this Agreement. All such modifications shall be made only pursuant to written contract addenda.
    - a. Cash fares collected from passengers for paratransit services shall be retained by the Contractor upon receipt. The monthly amount collected shall be calculated by the Contractor, and UTA shall confirm the amount that should have to be collected by the Contractor. A final agreed upon fare amount should be reduced from the monthly compensation to the Contractor and clearly identified on the monthly invoice from the Contractor as credit on the bill.
  
  - B. Subject to Paragraph 5(C) below concerning disputed payments, the Authority shall make monthly payments to the Contractor no more than thirty (30) days following receipt of the properly submitted monthly service records and invoice (as detailed in Exhibit A of this Agreement) from the Contractor, and certification and acceptance thereof by the Authority.
  
  - C. The Authority shall endeavor to promptly process Contractor invoices. In the event of a dispute between the Authority and the Contractor over charges, the Authority shall be empowered to withhold compensation for the sum equal to the full value of the disputed charges. Undisputed balances of such invoices shall not be withheld. The Authority shall provide written notification of withholding which identifies the disputed charge(s) and specifies the reason for the disputed charge. Appropriate reasons for disputing Contractor invoices and withholding compensation as provided under this Paragraph 5(C) include, but are not limited to, the following:
    1. Services rendered on specific occasions which fail to meet the level of service standards described in the "Scope of Work/Minimum Requirements" set forth in Exhibit B.

2. Failure of the Contractor to supply the Authority with complete and accurate documentation as described in the “Records and Reporting Forms” set forth in Exhibit C, and required by the “Scope of Work/Minimum Requirements” set forth in Exhibit B.
  3. Failure of the Contractor to respond to reasonable requests by the Authority to modify the scope or manner of the Services performed by the Contractor or to modify the “Scope of Work/Minimum Requirements” set forth in Exhibit B (provided that any such changes that increase the Contractor’s costs in performing Services shall be subject to an equitable adjustment in the compensation to be paid to the Contractor under this Agreement).
6. Insurance Requirements. The Contractor shall not perform any Services under this Agreement and no compensation due the Contractor shall accrue until the Contractor has obtained all insurance required under this Paragraph 6 and such insurance has been approved by the Authority. All certificates required by this Contract shall be emailed directly to Utah Transit Authority’s insurance email address at [insurancecerts@rideuta.com](mailto:insurancecerts@rideuta.com). The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY’S CLAIMS AND INSURANCE DEPARTMENT.**
- A. The Contractor shall secure and maintain insurance from an insurance company authorized to write the designated lines of insurance in the State of Utah which will protect the Contractor and the Authority from claims for bodily injury, death or property damage, general liability claims which may arise from operations under this Agreement and which will protect Contractor from worker’s compensation claims which may arise from operations under this Agreement.
  - B. The Contractor shall require its subcontractors to secure and maintain insurance from an insurance company authorized to write the designated lines of insurance in the State of Utah which will protect the subcontractor, Contractor and the Authority from claims for bodily injury, death or property damage; general liability claims, which may arise from operations under this Agreement and which will protect subcontractor from worker’s compensation claims which may arise from operations under this Agreement. Subcontractor’s commercial general liability and automobile liability insurance shall provide that Contractor, its parent, subsidiaries, elected and appointed officials, employees, and agents and Authority, are names as additional insureds.
  - C. The Contractor shall deliver and shall require any of its subcontractors to deliver the certificate(s) of insurance to the Authority prior to the commencement of Services under this Agreement and thereafter upon request by the Authority. Each insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without thirty (30) days advance written notice to the Authority of the intention to cancel. The commercial general liability and automobile liability policies shall provide that the Utah Transit Authority is an additional insured in connection with performance of the Services. The amounts of such insurance shall comply with the laws of the State of Utah, but in any event shall not be less than the following:

1. Workers' Compensation and Employer's Liability Insurance shall be secured and maintained as required by the laws of the State of Utah.
2. Commercial General Liability Insurance with limits no less than a Three Million Dollars (\$3,000,000) limit per occurrence, Four Million Dollar aggregate (\$4,000,000) limit in any policy year.
3. Automobile Liability Insurance with a combined single limit of Three Million Dollars (\$3,000,000) which could include a combination of primary auto liability insurance and excess liability insurance totaling \$2,000,000 and which must include statutory no-fault benefits, with the exception of no-fault medical benefits which will be in the amount of Five Thousand Dollars (\$5,000).

7. Indemnification.

- A. The Contractor shall indemnify, defend and hold harmless the Authority and its trustees, officers, employees, agents and funding parties (collectively the "Indemnified Parties") from and against any loss, damage, injury, liability, suits, costs, proceedings and other claims (hereinafter collectively referred to as "Claims") arising out of the performance of this Agreement or which are caused in whole or in part by the acts, omissions, failure to act, or negligence of the Contractor or any of its officers, employees, subcontractors, agents of volunteers. The Contractor's obligations under this Paragraph 7 shall not apply to any Claims that arise out of the sole negligence of an Indemnified Party.
- B. Contractor shall defend all suits brought with respect to a Claim and shall pay all incidental costs and expenses, including attorneys' fees. However, the Indemnified Parties shall have the option to participate in the defense of any such suit in which the Indemnified Party perceives that its interests are not being protected by the Contractor or where the Contractor believes, asserts or claims that the Claim arises out of the sole negligence of the Indemnified Parties. In the latter situation, the Contractor shall immediately notify the Authority of its belief that the Claim arises out of the sole negligence of the Indemnified Parties. The participation in the defense of a Claim by an Indemnified Party does not relieve the Contractor of any obligation under this Agreement. However, if the Indemnified Party elects to retain independent counsel, the Indemnified Party shall pay the attorney's fees and costs associated with such counsel, except in cases where the Indemnified Party retains separate counsel due to a claim by Contractor that the Claim arises out of the sole negligence of the Indemnified Parties. In the latter situation, if a finding is later made that the Claim did not arise out of the sole negligence of the Indemnified Parties, then Contractor shall reimburse the Indemnified Parties for all costs and attorney's fees incurred by the Indemnified Parties.
- C. For the avoidance of doubt, the following expenses are included within above-referenced the definition of Claim:

1. Any and all audit exceptions or denials of federal reimbursement funds arising from the Contractor's violation of the terms and conditions of state and federal laws or regulations or of this Agreement; and
  2. Any and all fines, penalties, judgments, punitive damages or other losses sustained by the Authority as the direct or indirect result of the alleged violation of any federal or state law or regulation by the Contractor in the performance of the Services.
8. Maintenance of Service Records. The Contractor agrees to maintain detailed and complete records related to the Services including all reports listed in Exhibit A-1 and Exhibit C (including Exhibits C-1). Contractor shall maintain additional reports and records not listed in such exhibits as requested from time to time by the Authority.
- A. Upon request by the Authority, the Contractor shall permit the Authority or any other party designated by the Authority to reasonably review, inspect, examine and/or take possession of such original records or make copies of any records pertaining to Services performed by the Contractor under this Agreement, provided that such inspection is conducted during regular business hours. In the event that the Authority's exercise of such rights reveals that the Contractor has collected compensation in excess of that properly due under this Agreement, the Contractor shall immediately refund all amounts in excess of that due under this Agreement.
  - B. The Contractor shall deliver to the Authority all original records specific to service delivery customer concerns on an annual basis, and vehicle maintenance records with the return of all Authority provided vehicles. The Contractors shall maintain the required records under this Paragraph 8 for a period of no less than ten (10) years following the expiration or termination of this Agreement. In the event this Agreement is terminated for any reason, the Authority shall have the right, at its option, to take possession of all original records Contractor is required to keep under this Paragraph 8(B). No records will be disposed of without the Authority's approval, and the Authority will be entitled to all records regarding passenger information or Services provided under this Agreement at any time.
  - C. The Contractor agrees to not use the names and addresses of riders for mailings of any kind nor to make presentations, place advertisements or otherwise promote the Authority's service without the prior written consent of the Authority.
  - D. The Contractor agrees to maintain confidentiality of any information regarding all riders, and all Services provided to riders and protect this information from the public. The Contractor will not share even for view, information listed on the Driver's manifest without the approval of the Authority.
9. Service Complaint Procedures. The Contractor understands and acknowledges that the Authority has established a complaint procedure available to all applicants and recipients

of the Services, and the Contractor hereby agrees to cooperate in informing all such applicants and/or service recipients of their right to file formal complaints through this procedure, in accordance with the provisions set forth in paragraph 9.6 of the "Scope of Work/Minimum Requirements" set forth in Exhibit B. Contractor will be responsible for researching complaints, notifying the customer of the findings and providing written responses in UTA's customer complaint system and notifying the Authority of the findings.

10. Reporting of Accidents or Incidents. Contractor shall immediately report to the Authority all incidents or accidents that are investigated by a local authority having jurisdiction. The Contractor will report these incidents or accidents by first calling the Authority's Radio Control Center at (801) 287-2853/54, then by following the instructions as listed in Exhibit B, Scope of Services, paragraph 9.7, and by completing the Authority's Incident/Accident Report Form as shown in Exhibit C-2. The Contractor shall also comply with the Authority's Drug and Alcohol policy as it relates to post accident testing (Exhibits F).
11. Assignment and Subcontracting. The Authority may assign and delegate any and all rights and responsibilities of the Authority under this Agreement by providing thirty (30) days written notice to the Contractor. In the event that the Authority assigns some or all of its rights to receive the Services, the Authority shall be responsible for ensuring that its assignee or assignees comply with all of the terms and provisions of this Agreement and, notwithstanding any such assignment, the Authority shall be liable for any breach or default hereof. The Contractor's responsibilities under this Agreement will not be affected by any such assignment by the Authority. The Contractor shall not be permitted to assign any rights or responsibilities stemming from this Agreement without the written consent of the Authority. The Contractor agrees not to subcontract any of the Services without the advanced written consent of the Authority which shall not be unreasonably withheld. In the event that the Contractor assigns or subcontracts some or all of the Services, the Contractor shall be responsible for ensuring that its assignee(s) or subcontractor(s) comply with all of the terms and provisions of this Agreement and, notwithstanding any such assignment or subcontract, Contractor shall be liable for any breach or default hereof. Transportation provided under the State of Utah Division of Services for People with Disabilities may not be subcontracted under this Agreement.
12. Contractor's Compliance with Applicable Laws and Regulations. In the performance of the Services, Contractor hereby agrees, covenants and warrants to strictly comply with all applicable federal, state and local laws, regulations, rules, orders and ordinances including, without limitation the federal requirements set forth in Exhibit A-6 and Exhibit O.
13. Representations and Warranties of Contractor. In conjunction with the Services, the Contractor makes the following representations and warranties:
  - A. Neither the Contractor nor any principal of the Contractor is on the U.S. Comptroller General's consolidated list of persons or firms currently debarred from, declared ineligible or voluntarily excluded from participation in or with respect to public contracts.

- B. Contractor has not employed or retained any company, firm or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and Contractor has not paid or agreed to pay any company, firm or other person, other than a bona fide employee working solely for the Contractor, any fee, commission percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement.
14. Prohibited Interests. No member or officer of the Authority during their tenure of employment, and for a period of one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
15. Implementation of Substance Abuse Policy. The Contractor agrees to implement a substance abuse program applicable to all of the Contractor's employees (and employees of any subcontractors properly retained by the Contractor) who perform safety sensitive functions under this Agreement. The substance abuse policy implemented by the Contractor shall comply with the Authority's Drug and Alcohol Policy Statement attached hereto as Exhibit F and with federal law and applicable regulations and policies promulgated by the Authority and the Federal Transit Administration. The Authority shall have the right to review and approve the Contractor's substance abuse policy and the Authority may require that modifications be made to any portions of the Contractor's substance abuse policy that the Authority deems to be inadequate. The obligation specified in this Paragraph 15 shall obligate Contractor to:
- A. Develop a policy statement on substance abuse in the workplace and distribute such policy statement to all of Contractor's employees (and employees of any subcontractors properly retained by the Contractor).
- B. Institute an on-going employee and supervisor education and training program regarding substance abuse. Contractor agrees to participate in any training mandated by the Authority.
- C. Institute a drug and alcohol testing program, including random testing, for employees and applicants for employment in safety sensitive positions. Program must be approved by the Authority.
- D. Institute administrative action for record keeping, reporting, and release of information, certification of compliance, and requesting waivers. Program must be approved by the Authority.
16. Training Required for the Contractor's Employees. The Contractor agrees to provide sufficient training for all the Contractor employees who will operate vehicles under the terms of this Agreement. The training program to be implemented by the Contractor shall meet the standards and procedures currently implemented by the Authority in the training of the Authority's own drivers. The Contractor shall submit a proposed training program to the Authority prior to the commencement of the Contractor's Services under this

Agreement. The proposed training program shall describe the length of classroom and on-road training, topics covered, training materials, qualifications of trainers, all of which shall account for the Americans with Disabilities Act which mandates driver training through proficiency. The Authority shall have the right to approve or disapprove of the program proposed by the Contractor in the Authority's sole discretion. Unless otherwise expressly stated in this Paragraph 16, all costs of training required for the Contractor's employees shall be borne by the Contractor. In the event that the Authority judges the Contractor's driver training efforts to be substandard, the Contractor agrees to require its drivers to attend supplementary training to be conducted by the Authority or by another organization approved by the Authority. In addition to the standard driver training program to be implemented by the Contractor as provided in this Paragraph 16, the Contractor further agrees as follows:

- A. The Contractor shall require all of its driver trainers to attend training workshops and information meetings that will be sponsored or approved by the Authority. The purpose of such workshops and meetings shall be to assure that all of the Contractor's trainers have a thorough knowledge of driver training techniques and materials, ADA-focused rider assistance and communication methods, wheelchair securement, and the Authority's rules and procedures.
- B. If requested to do so by the Authority, the Contractor shall require its drivers to attend a driver customer awareness training session sponsored or approved by the Authority. Costs of compensation for the vehicle operators or transportation costs incurred in the course of attending training sessions shall be borne by the Contractor. The costs incurred to provide facilities and staff to conduct said training sessions shall be the responsibility of the Authority.
- C. The Contractor agrees to implement an on-the-road driver supervision program to monitor individual driver performance, particularly in the areas of rider assistance, sensitivity, safety and defensive driving. The Contractor's plan for fulfilling this requirement, including procedures to be used and the frequency of the monitoring shall be submitted to the Authority for approval. The Contractor shall submit a summary of these on-the-road monitoring efforts on a monthly basis.
- D. The Contractor agrees to remove or suspend drivers or prospective drivers from the Authority's service upon a reasonable request from the Authority, providing that the request is made in writing (unless an immediate threat is identified by the Authority, at which verbal notification will be considered reasonable with a written follow-up) specifying the reasons(s) for the action. The Authority agrees to make such requests on a good faith basis. The Contractor shall immediately suspend from the Authority's service any drivers who engages in inappropriate or illegal behavior, drivers who fail to properly and safely operate accessibility equipment, or fail to properly use securement devices and restraining belts for riders using a wheelchair, according to the provisions set forth in Section 11.0 of Exhibit B and paragraphs 2.3 and 2.4 of Exhibit D. The Contractor and the Authority shall mutually agree on the length of time that a driver is suspended for major infractions

of the Authority's policies and procedures however, this shall not be construed as to limiting Contractor from terminating employees for major infractions of the Authority's policies and procedures.

- E. The Contractor shall not employ or continue the employment of any drivers whose records indicate a potential risk to the customers of the Authority. The Contractor shall research the driving record and BCI level criminal history record of all prospective employees providing service under this Agreement and have the findings available to the Authority upon request. Driving records shall be reinvestigated annually which will be conducted by the Authority upon receipt of driver information. The Contractor must provide the Authority with a list of drivers, driver's license number for annual driving record annually by June 1st. The Contractor must immediately remove drivers from service whose driving records indicate they do not hold a valid driver's license.
17. Outreach. The Contractor agrees to participate in all outreach programs including, but not limited to, monthly contractor and CAT (Committee on Accessible Transportation) meetings, agency site visits, passenger behavior meetings, town meetings held and conducted in the service area by the Authority. The cost incurred for staff attendance shall be borne by the Contractor. The Contractor agrees to respond to Emergency Preparedness training and comply with UTA's commitment to emergency disaster response as requested by the Authority.
18. Emergency Preparedness Plan. The Authority recognizes the importance of an emergency preparedness and so it has developed an Emergency Preparedness Plan. The Contractor must have an Emergency Preparedness Plan and submit it with their Proposal.
19. Use of Vehicles by Contractor.
- A. In the performance of the Services, the Contractor will use the vehicles listed in Exhibit B-3 or B-4 which will be provided to the Contractor by the Authority. The Contractor may use five (5) of their vehicles after obtaining approval of the Authority or unless mechanical failure on the Authority's Vehicles.
- B. The Contractor hereby agrees to maintain all vehicles to be used pursuant to this Agreement according to the provisions of Exhibit D and to perform preventive maintenance and prepare maintenance reports as set forth therein.
- C. The Contractor agrees that, upon request and without delay, it will permit the Authority and/or its designated representatives to make both scheduled and unscheduled inspections of any vehicles used by the Contractor in providing Services under the terms of this Agreement.
- D. The Contractor hereby warrants that when vehicles are being utilized to fulfill the Contractor's obligations under the terms of this Agreement, such vehicles shall be used solely for that purpose and no other, except that dedicated vehicles in shared-

ride service may provide simultaneous service to other clients with the written consent of the Authority provided that costs of such Services are prorated in accordance with the provisions set forth in Exhibit A-1 through A-5 as applicable).

20. Contractor's Obligations Regarding Passengers Other Than The Authority's Passengers. If approved by the Authority, the Contractor is responsible for having its drivers indicate on the Authority's vehicle manifests and charge slips information about trips provided for non-Authority riders as set forth in Exhibit C of this Agreement. Failure to report non-Authority service will be grounds for forfeiture of the Contractor's right to reimbursement for all vehicle time documented on the offending record.
21. Submission of Trip Records by Contractor. The Contractor agrees that it will submit trip records according to the specifications set forth in Exhibit C-1. Failure to manually and/or electronically record the correct arrival time and departure time for both pick-up and drop-off for each stop/trip, appropriate information for stop/trips not provided for various reasons (no show,), the correct fare payment (including marking Medicaid trips with the correct Medicaid ID number) shall be a sufficient basis for a pro-rated reduction in payments to the Contractor.
22. Governing Law. The laws and regulations of the State of Utah shall govern this Agreement as they may from time to time be in effect.
23. Entire Agreement. This Agreement expresses the entire understanding of the parties hereto with respect to the subject matter hereof and there is no understanding, agreement, representation or warranty expressed or implied, oral or written in any way limiting, extending or relating to the provisions hereof. No subsequent amendment limiting, extending or relating to the provisions hereof shall be valid unless in writing and signed by duly authorized representatives of the parties hereto.
24. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; acts of the Government; war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; or a rational act or omission by the other party, when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of, the party not performing.
25. Incorporation. This Agreement in its entirety consists of these general terms and condition, consisting of 25 paragraphs, and 45 exhibits, all of which are incorporated herein and made a part hereof by this reference. The exhibits and attachments of this Agreement are as follows:

<b>EXHIBITS</b>	
Exhibit A-1	Terms of Compensation for North - W/Dispatch – Not applicable
Exhibit A-2	Terms of Compensation for South - W/Dispatch
Exhibit A-3	Terms of Compensation for North - Without Dispatch – Not applicable
Exhibit A-4	Terms of Compensation for South - Without Dispatch
Exhibit A-5	Revised Service Performance Standard and Payment Adjustments
Exhibit A-6	Federal Transit Administration Master Agreement and ADA Guidelines
Exhibit B	Scope of Services
Exhibit B-1	Northern Service Area, Service Days and Hours, Fare, and Inter-County Transfer Location – Not Applicable
Exhibit B-2	Southern Service Area, Service Days and Hours, Fare, and Inter-County Transfer Locations
Exhibit B-3	Vehicle list for Northern Service Area as of June 2019 – Not Applicable
Exhibit B-4	Vehicle list for Southern Service Area as of June 2019
Exhibit B-5	Spill Response and Reporting SOP Business Unit 3.1
Exhibit B-6	Engine Idling - SOP Business Unit 3.2
Exhibit C	Records and Reporting forms
Exhibit C-1	Driver Manifest - Sample
Exhibit D	Vehicle Maintenance Procedures
Exhibit D-1	FE1038 PM 3,000 Mile 16200 17200 Gasoline Engine Inspection
Exhibit D-2	FE1039 PM 6,000 Mile 16200 17200 Gasoline Engine Inspection
Exhibit D-3	FE 1040 PM 12,000 Mile 16200 17200 Gasoline Engine Inspection
Exhibit D-4	FE1041 PM 24,000 Mile 16200 17200 Gasoline Engine Inspection
Exhibit D-5	FE1053 Ford Supplement
Exhibit D-6	FE1273 Chevy Supplement 2 6.6L Diesel Engine
Exhibit D-7	FE1284 PM 3,000 11200 - 12200 - 14200 Diesel Engine Inspection
Exhibit D-8	FE1283 PM 6,000 Mile 11200 - 12200 - 14200 Diesel Engine Inspection
Exhibit D-9	FE1282 PM 12,000 Mile 11200-12200 - 14200 Diesel Engine Inspection
Exhibit D-10	FE1285 24000 Mile B Inspection 11, 12, 14200 Glaval Diesel
Exhibit D-11	FE1290 PM E 3000 Mile 12200 - 13200 - 15200 Gas
Exhibit D-12	FE1291 PM D 6000 Mile 12200 - 13200 - 14200 -15200 Gas
Exhibit D-13	FE1292 PM C 12000 Mile 12200 - 13200 - 14200 - 15200 Gas
Exhibit D-14	FE1293 PM B 24000 Mile 12200 - 13200-14200 -15200 Gas
Exhibit D-15	FE1298 Chevy #1 6.0L Gasoline Engine Supplement
Exhibit D-16	FE1299 Chevy #2 6.0L Gasoline Engine Supplement
Exhibit E	Reaffirmation of UTA's EEO Policy Statement

Exhibit F	UTA Drug and Alcohol Policy No. 6.2.1
Exhibit G	Demand Response Paratransit Monthly Reporting Form
Exhibit H	National Transit Database Reporting Forms
Exhibit I	Annual NTD S-10 and R-30 Reports
Exhibit I-1	Paratransit Block Sheet for Block Number
Exhibit J	Sample UTA's Electronic Radio Control Log
Exhibit K	Service Point & Community Access SOP
Exhibit L	UTA Liquidated Damages Form
Exhibit M	Standard Operating Procedures - SSBU Customer Care Department 001.0
Exhibit N	Sample Mobilization Start-up and Plan Submission
Exhibit O	DSPD Agreement #A027677.119 to 6.30.23 (State of Utah Department of Human Services Contract for Services Provided by a Utah Governmental Entity)
Exhibit P	UTA in Service Request for Reasonable Modification of Policy and Practice
Exhibit Q	Home Stop Analysis Program – Sample forms
Exhibit R	5 years miles and hours
Exhibit S	Daily Operations Sheet Oct 2019
Exhibit T	13200 type engine and transmission replacements

### FTA Standard Contract Terms

*For purposes of this Part , the term “Contractor” means the person or entity that is entering into this Contract with UTA, notwithstanding that in other parts of this Contract, that same person or entity might be referred to as the “supplier”, “vendor”, “consultant”, or some other term.*

- 1. FLY AMERICA:** If the Contract involves the transportation of persons or property, by air, between a place in the United States and a place outside the United States, or between places outside the United States, Contractor shall comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate

of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

2. **BUY AMERICA:** If the Contract is (i) for construction, or for the acquisition of iron, steel, or manufactured goods, or acquisition of rolling stock, and (ii) is, or might be, for an amount more than \$100,000, Contractor shall comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. Contractor shall include the requirements of this section in all subcontracts
3. **ENERGY CONSERVATION:** Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
4. **CLEAN WATER:** If this Contract is, or might be, for an amount more than \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
5. **LOBBYING:** If this Contract is, or might be, for an amount more than \$100,000, Contractor certifies that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)).
6. **ACCESS TO RECORDS AND REPORTS:** Contractor shall provide UTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which

are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until UTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto

7. **FEDERAL CHANGES:** Contractor acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the Contract may be modified from time to time. Contractor acknowledges that the most recent of such Federal requirements will govern the Contract at any particular time, unless the Federal Government determines otherwise. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the Contract is executed and may apply to the Contract. Contractor shall at all times comply with all applicable Federal laws, regulations, policies, and related administrative practices, as they may be amended from time to time. Contractor's failure to so comply will constitute a material breach of this Contract.
8. **CLEAN AIR:** If this Contract is, or might be, for an amount more than \$100,000 in any year, Contractor shall at all comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
9. **RECYCLED PRODUCTS:** Contractor shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
10. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES:** Contractor acknowledges that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the UTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
11. **PROGRAM FRAUD; FALSE OR FRAUDULENT STATEMENTS:** (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as

amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**12. TERMINATION:** *See* Part 4, paragraph 7.

**13. DEBARMENT:** If this Contract is for an amount equal to or greater than \$25,000, this Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

Upon execution of this Contract, Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Utah Transit Authority. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Utah Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract. Contractor shall include a provision requiring such compliance in its lower tier covered transactions.

**14. PRIVACY ACT:** If Contractor administers any system of records on behalf of the Federal Government under this Contract, the Contractor shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor shall obtain the express

consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Contract. Contractor shall include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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

(b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract:

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

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

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630,

pertaining to employment of persons with disabilities. In addition, the Contractor shall comply with any implementing requirements FTA may issue.

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

**16. DISPUTES:** See Part 4, paragraph 1.

**17. DISADVANTAGED BUSINESS ENTERPRISE:** (a) This Contract is **not** subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. UTA's overall goal for DBE participation is 6.2%. If a separate contract goal has been established for this Contract, it is set forth on Attachment A-1 to this Contract.

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

(c) Contractor shall report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) **Prompt Payment:** Contractor shall pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the UTA. In addition, Contractor shall return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the UTA and contractor's receipt of the partial retainage payment related to the subcontractor's work.

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

**18. ADA ACCESS:** The Contractor shall comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the

Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

**19. INCORPORATION OF FTA TERMS:** The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. Department of Transportation ("DOT"), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests which would cause UTA to be in violation of the FTA terms and conditions.

**20. BREACHES AND DISPUTE RESOLUTION:**

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

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

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

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

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

21. **DISTRACTED DRIVING, INCLUDING TEXT MESSAGING WHILE DRIVING**  
In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messages while using an employer supplied electronic device and driving a vehicle you own or rent, a company owned, rented or leased vehicle, a privately owned vehicle when performing any company work on behalf of the project or any vehicle on or off duty. This provision is to be included in any third party contracts, third party subcontracts or subagreements at each tier financed with federal funds.
  
22. **SEAT BELT USE**  
In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other

personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed thereunto duly authorized.

**UNITED WAY OF UTAH COUNTY:**

  
Name:  
Title: *President + CEO*

**UTAH TRANSIT AUTHORITY:**

\_\_\_\_\_  
Carolyn M. Gonot  
Executive Director

\_\_\_\_\_  
D. Eddy Cumins  
Chief Operative Officer

\_\_\_\_\_  
Cherryl Beveridge  
Acting Light Rail Manager

\_\_\_\_\_  
Ben Adams  
Acting Special Services General Manager

Approved as to Form and Content

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

EXHIBIT A-2

TERMS OF COMPENSATION – SECTION 5

SOUTHERN AREA CONTRACTOR PROVIDES SAME-DAY TRIP DISPATCHING, RUN MANAGEMENT SERVICES AND RADIO COMMUNICATIONS ON SITE AT THEIR GARAGE

UNITED WAY OF UTAH COUNTY (Contractor)

Compensation to the Contractor, as detailed under Section 5 of the Paratransit and Route Deviation Services Agreement, shall be based upon an amount per revenue vehicle service hour plus a fixed monthly rate during the term of the Agreement. The revenue vehicle service hours for Paratransit service should be based upon billable hours to the Authority considered to be from first pickup to last drop off, including any layover time. Revenue vehicle service hours for Route Deviation should be based upon billable hours to the Authority including travel time to and from the storage facility generally defined as deadhead time. A revenue vehicle service hour shall exclude travel time to and from storage facilities (with the exception of Route Deviation), fueling, all driver rest and lunch breaks, training, road tests, vehicle breakdowns, and deadhead (with the exception of Route Deviation).

It is the intent of UTA to change to Services without Dispatch at the end of Year 1. Payment will then be covered in Exhibit A-4. However, if UTA does Not then services will continue through Year 2.

**1. Fixed Fees Itemized**

<u>Item</u>	<u>Fixed Price</u>
<u>Year 1 - Annual Amount</u>	<u>\$1,022,400.00</u>
<u>Year 2 – if continued</u>	<u>\$ Increase by 4% or CPI-Western United States Urban all items. Whichever is greater.</u>
<b><u>TOTAL MONTHLY FIXED FEES</u></b>	<b><u>\$85,200.00</u> Year 1</b>

**2. Dedicated Vehicles Operated with Authority-Provided Vehicles**

Dedicated vehicle service, utilizing vehicles provided by the Authority, shall be provided at a per vehicle hour rate. Revenue service hours are billable to the Authority from first pickup to last drop off (with the exception of Route Deviation) less any sizable breaks of one (1) hour or more (with the exception of Route Deviation). The hourly rates for dedicated vehicles service are as follows:

	Service Rate for Paratransit Service in the South	Service Rate for Route Deviation Service in the South
Year 1: May 1, 2020 through April 30, 2021 UTA Veh	<u>\$36.00 per hour</u>	<u>\$28.80 per hour</u>
Year 1; May 1, 2020 through April 30, 2021 UVPT Veh	<u>\$37.50 per hour</u>	<u>\$30.00 per hour</u>
Year 2: May 1, 2021 through April 30, 2022	\$_*_____	\$_*_____

\*All cost increase by 4% or CPI-Western United States Urban all items. Whichever is greater (bls.gov/cpi)

**NOTE: Do not include fuel costs in proposals. Fuel will be provided by UTA at UTA’s garages located at: Southern: 1110 South Geneva, Orem, UT 84059**

**EXHIBIT A-4**

**TERMS OF COMPENSATION – SECTION 5**

**SOUTHERN AREA CONTRACTOR OPERATES SERVICE WITHOUT SAME-DAY TRIP DISPATCHING, RUN MANAGEMENT SERVICES, AND RADIO COMMUNICATIONS (each of which is provided by UTA)**

**UNITED WAY OF UTAH COUNTY(Contractor)**

Compensation to the Contractor, as detailed under Section 5 of the Paratransit and Route Deviation Services Agreement, shall be based upon an **amount per revenue vehicle service hour plus a fixed monthly rate** during the term of the Agreement. The revenue vehicle service hours for Paratransit service should be based upon billable hours to the Authority considered to be from first pickup to last drop off, including any layover time. Revenue vehicle service hours for Route Deviation should be based upon billable hours to the Authority including travel time to and from the storage facility generally defined as deadhead time. A revenue vehicle service hour shall exclude travel time to and from storage facilities (with the exception of Route Deviation), fueling, all driver rest and lunch breaks, training, road tests, vehicle breakdowns, and deadhead (with the exception of Route Deviation).

**It is the intent of UTA to change to Services without Dispatch at the end of Year 1. However, if UTA does Not then services will continue through Year 2. Payment will then be covered in Exhibit A-2**

**1. Fixed Fees Itemized**

<b>Item</b>	<b>Fixed Price</b>
<u>Year 2 Annual Amount</u>	<u>\$997,152.00</u>
*All cost increase by 4% or CPI-Western United States Urban all items. Whichever is greater (bls.gov/cpi)	
<u>Year 3 Option</u>	<u>\$ *</u>
*All cost increase by 3% or CPI-Western United States Urban all items. Whichever is greater (bls.gov/cpi)	
<u>Year 4 Option</u>	<u>\$ *</u>
*All cost increase by 2% or CPI-Western United States Urban all items. Whichever is greater (bls.gov/cpi)	
<u>Year 5 Option</u>	<u>\$ *</u>
*All cost increase by 2% or CPI-Western United States Urban all items. Whichever is greater (bls.gov/cpi)	
<u>Year 6 Option</u>	<u>\$ *</u>
*All cost increase by 2% or CPI-Western United States Urban all items. Whichever is greater (bls.gov/cpi)	
<u>Year 7 Option</u>	<u>\$ *</u>

**TOTAL MONTHLY FIXED FEES** **\$83,096.00** Year 2

**2. Dedicated Vehicles Operated with Authority-Provided Vehicles**

Dedicated vehicle service, utilizing vehicles provided by the Authority, shall be provided at a per vehicle hour rate. Revenue service hours are billable to the Authority from first pickup to last drop off (with the exception of Route Deviation) less any sizable breaks of one (1) hour or more (with the exception of Route Deviation). The hourly rates for dedicated vehicles service are as follows:

Service Rate for Paratransit Service in the South	Service Rate for Route Deviation Service in the South
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Year 2: May 1, 2021 through April 30, 2022 UTA Veh	<u>\$36.40</u>	<u>\$ 29.12</u>
Year 2: May 1, 2021 through April 20, 2022 UVPT Veh	<u>\$37.96</u>	<u>\$ 30.68</u>
Year 3: May 1, 2022 through April 14, 2023-Option	\$_* _____	\$_* _____
*All cost increase by 3% or CPI-Western United States Urban all items. Whichever is greater (bls.gov/cpi)		
Year 4: May1, 2023 through April 14, 2024-Option	\$_* _____	\$_* _____
*All cost increase by 2% or CPI-Western United States Urban all items. Whichever is greater (bls.gov/cpi)		
Year 5: May 1, 2024 through April 14, 2025-Option	\$_* _____	\$_* _____
*All cost increase by 2% or CPI-Western United States Urban all items. Whichever is greater (bls.gov/cpi)		
Year 6: May 1, 2025 through April 14, 2026-Option	\$_* _____	\$_* _____
*All cost increase by 2% or CPI-Western United States Urban all items. Whichever is greater (bls.gov/cpi)		
Year 7: May 1, 2026 through April 14, 2027-Option	\$_* _____	\$_* _____

**NOTE: Do not include fuel costs in proposals. Fuel will be provided by UTA at UTA’s garages located at: Southern: 1110 South Geneva, Orem, UT 84059**

## **REVISED EXHIBIT A-5**

### **SERVICE PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES PAYMENT ADJUSTMENTS**

#### **SERVICE PERFORMANCE STANDARDS**

The service that shall be provided must be of high quality and meet the requirements of the Authority and is intended to comply with the Americans with Disabilities Act of 1990 (ADA). The ADA requires the Authority to provide Paratransit service in the regular fixed-route transit service area for defined groups of disabled persons who cannot, by virtue of their disability, access or use the fixed-route transit system.

Demand Response Transportation (paratransit) service is a form of public transportation and is provided wherever regular UTA bus service is available. Paratransit services are to be provided to all locations within three-quarter (3/4) mile of a scheduled bus route path or travel, by time of day and day of week. However, any small area (i.e. enclave) outside the three-quarter (3/4) corridor dimension, but surrounded by regular bus service corridors, will be serviced by service provider. Also included with in the 3/4 mile service area is all of the Authorities Light rail platforms (Trax,) by time of day and day of week.

Levels of Service may be adjusted at any time by Utah Transit Authority. Modifications of services may include but not limited to, extending, deleting or adding service hours by day of week, expanding or reducing geographical service areas, or adding or deleting number of daily runs, including Route deviations services.

Performance under this Contract shall require the Contractor to meet a daily 95 percent (95%) on time performance goal for all trips deemed within their control.

The Contractor hereby agrees that pursuant to the Paratransit and Route Deviation Services Agreement, the Contractor will keep detailed and complete records of the below-specified indicators of service performance. The Contractor shall organize by service type (Paratransit or Route Deviation) such records in a manner such that the records are readily available for the Authority's inspection, and the Contractor shall provide such records and any supporting documentation to the Authority upon request.

- A. The Contractor's average vehicle productivity as calculated by revenue passengers per hour. The Contractor shall follow reasonable instructions and guidelines provided by the Authority in the calculation of vehicle productivity. Contractor agrees to utilize Drivermate Trapeze Software Application when determining mileage data for Paratransit service and Odometer reading for Route Deviation services. If paper manifests used for day of service delivery, contractor must input

mileage data on each trip into the Trapeze database, and for Route Deviation Service Exhibit C-2 Contractor must complete required information by route and timepoint in the Excel spreadsheet as provided.

- B. For purposes of the Paratransit Services and Route Deviation Agreement, Paratransit Service on-time shall be defined as no more than ten (10) minutes before or twenty (20) minutes after the scheduled pickup time, and, for going trips, should also arrive no more than thirty (30) minutes before and no later than the scheduled drop-off time. Contractor drivers are required to fully utilize the Trapeze Drivermate application to track all arrivals and trip performs in real time. If a paper manifest is used Contractor must input actual arrival and departure time data for each trip into the Trapeze database within seven (7) days of the date of service. It is acceptable for vehicles to arrive at scheduled pickup locations early (unless otherwise noted on the driver's manifest). Early is defined as no more than 5 minutes before the stated ready window time. The Contractor must synchronize their clock with the Authority daily and must have a verifiable clock to be used by each driver to insure a consistent measurement of time. Individual watches are not sufficient unless they are synchronized with the dispatch center.

The percentage of the Contractor's total scheduled trips which constitute late and missed trips. A "late trip" is a trip which is performed between one (1) minute and fifteen (15) minutes beyond the end of the ready window. Where there is a stated appointment or desired arrival time, arrivals will be considered timely if they occur no more than 30 minutes prior to the appointment time up to, but no later than the appointment time, unless the cause is outside the Contractor's control. 95% goal standard will apply.

**C. Missed Trip-Paratransit Service**

A missed trip may also occur if the vehicle arrives at a pick-up location more than fifteen (15) minutes beyond the on-time pick-up window (regardless of whether or not the customer elects to still make the trip), or fails to carry out specific instructions included with the reservation which results in the passenger missing their ride (e.g. announcing arrival. Service points, Service Modifications) (note: if the vehicle arrives at a pick-up location more than 15 minutes beyond the on-time pick-up window and the customer is not present or elects not to be transported, the trip is still a "missed trip" and not a no-show). If applicable the Contractor must input "missed trip" Trapeze code associated with all trips categorized as a missed trip.

**D. Late Trips-Paratransit Services**

A Late Trip is defined as driver and vehicle arrives outside of the 30-minute ready window, between 1-15 minutes after the end or the ready window but before Missed Trip status.

The percentage of the Contractor's total scheduled/performed trips which constitute

excessive ride trips. Excessive ride trips shall be determined according to standards set by the Authority in the provision of ADA Complementary Paratransit Services by the Authority in Salt Lake County; as such, standards are amended from time to time. Excessive Ride Time. Standards for travel are consistent with fixed route service including walking distance to the fixed route. Ride time is defined as the time the passenger boards the vehicle at their pick-up location until the time passenger disembarks the vehicle at their drop off location. It is the goal of the Authority to not have any passenger ride times of more than two (2) hours (excluding inter-county transfers). Although it is understood that due to the length of the specific ride, some rides are scheduled to take more than two (2) hours by the Authority. The excessive ride time expectation applies to rides that are not initially scheduled by the Authority to take more than two (2) hours ride time.

**E. Excessive Early Arrivals**

Excessively earlier pick up before the ready window times or arrival to appointment time more than 30 minutes before will be tracked and can affect the on-time performance standards.

**F. Paratransit Service Performance**

Contractor and Authority will share their daily Service Performance Standards as outlined in reports Exhibit C-1 and G. Contractor agrees to participate at a minimum in a weekly call to discuss prior week's performance and strategies for improvements. After the first year of the Contractor's service pursuant to the Paratransit Services Agreement, the Contractor and the Authority shall meet for the purpose of discussing the Contractor's service during the initial year and reviewing the results of the above-specified indicators of service performance. At that meeting, the Authority and the Contractor shall mutually agree on the Contractor's goals with respect to such standards during the following years for which the Agreement is in effect.

The Authority is committed to provide a compliant ADA Paratransit service and high quality of customer services to the riders we serve. In order to assure a high quality of service under this Agreement the Authority and Contractor must maintain a constant flow of information. To meet the requirement the Contractor agrees to submit Service Performance Measurements with their monthly invoice documents. The Contractor also agrees to include all supporting documentation for the Authority's review.

**2. LIQUIDATED DAMAGES**

The following procedure will be used by the Authority's Paratransit staff in noticing and assessing liquidated damages in compliance with its Contracts with Service Providers:

**Assessment Procedure**

The Authority will submit notification of the liquidated damage assessment to the Contractor,

wherein the Contractor has five (5) business days from receipt of Liquidated Damage Assessment to respond back to the Authority.

The Authority may assess liquidated damages for inadequate performance, such as failure to adhere to schedule and failure to address in-service failures adequately. Subsection B of this section identifies several performance failures that the Authority anticipates would give rise to the assessment of liquidated damages including the anticipated amounts of liquidated damages for each violation.

The Authority may, at its discretion, assess such damages on a monthly basis and deduct such amounts from the monthly payments due to the Contractor. The Authority will provide the Contractor with prior notice of the liquidated damages to be assessed and will consider documented information from the contractor that outlines any exception(s) to the assessment based on evidence that demonstrates circumstances beyond the control of the Contractor.

A. The performance failures set forth below may result in an assessment of liquidated damages to the Contractor:

(1) **On-time Performance** - The goal for this standard is 95% of all pick-ups within the “ready window” with no pattern to late trips.

The On-Time Performance standard needs to include a defined pick-up window, or “ready window”, a standard for the percentage of pick-ups that will be made within this allowed pick-up period, and a standard for arrivals on or before any identified appointment time.

The “ready window” begins at the start time listed on the driver’s manifest and is considered a 30-minute window of time. It is established during the scheduling process as 10 minutes before the stated pick-up time (“ready time”) and extends until 20 minutes after the ready time.

For example, assume that a customer requests to be at work at 9:00 am and is given a “ready window” which begins at 8:05 am and lasts until 8:35 am. Operator manifests should include the “ready time” as well as any applicable appointment time. If any of this information is missing, please contact either UTA FRCC, Paratransit Scheduling Lead or a Paratransit Scheduling Administrator.

(2) **Late Trips**- The Authority’s minimum standard for on-time performance 95% of all pick-ups within the “ready window.” Where there is a stated appointment or desired arrival time, arrivals will be considered timely if they occur from 30 minutes prior to the appointment time up to, but no later than the appointment time, unless the Authority agrees the cause is outside Contractor’s control. The same 95% standard will apply.

a) When Contractor demonstrates a pattern for any service day in which the actual calculated on-time performance is below 95% (no rounding), the Authority may assess liquidated damages to the Contractor of \$75.00 for each trip that for that service day that

exceeded the on-time window by more than five (5) minutes, unless lateness is outside the Contractor's control.

(3) **Missed Trip.** Missed trips are defined to include two possible occurrences. First, a trip should be considered "missed" if for some reason it was either mistakenly left off the operators' manifest or was on the manifest but the driver did not perform the trip (due to a breakdown, traffic, etc). Second, a trip will be considered "missed" if the pick-up or arrival is "very late" – more than 16 minutes beyond the "ready window". So a trip will be "missed" if the pick-up occurred more than 35 minutes after the "scheduled time". The Contractor may be required to reimburse the Authority for the dollar equivalency, based on the most current rate, for the free ride coupons sent to individuals who qualify for a coupon under the "Rider Reward Program" reimbursement to riders based on events that are within the Contractor's control.

(4) In the event that the Contractor's actual calculated "missed trip" on-time performance on any given day service is above 1% (no rounding) of all the trips scheduled or if there is a pattern of missed trips that are within the Contractor's control, the Authority may assess liquidated damages to the Contractor of \$125.00 for each trip above the 1% on the service day.

(5) **Refusal of a Trip-**The Contractor agrees to accept all trip requests, and staff in accordance with daily demand. If a trip is refused or not performed by Contractors driver in the course of their daily manifest requirements \$75.00 per incident may be assessed in liquidated damages. The contractor also agrees to pay the actual costs incurred by the Authority when performing such trips.

(6) In the event the Contractor's must turn back routes to the Authority, the Contractor may be assessed liquidated damages in the amount of \$400.00 per route, per day. The contractor also agrees to pay the actual costs incurred by the Authority when performing such trips.

(7) **Service availability-**\$100 for each unmet vehicle service hour planned but not performed that results in failure to meet scheduled Services Performance Standards.

(8) **Excessive Ride Time-**Standards for travel are consistent with fixed route service including walking distance to/from the fixed route. Ride time is defined as the time the passenger boards the vehicle at their pick-up location until the time passenger disembarks the vehicle at their drop off location. It is the goal of the Authority to not have any passenger ride times of more than two (2) hours (excluding inter-county transfers). Although it is understood that due to the length of the specific ride, some rides are scheduled to take more than two (2) hours by the Authority. The excessive ride time expectation applies to rides that are not initially scheduled by the Authority to take more than two (2) hours ride time.

In the event that the Contractor's actual ride time exceeds the two (2) hour maximum time due to non-Authority scheduled events, the Contractor will be assessed liquidated damages as follows:

- 1) \$100 for any ride exceeding two (2) hours
- 2) \$300 for any ride exceeding three (3) hours

(9) Transporting non-approved Mobility Device. If the Authority determines that the Contractor has transported a non-approved mobility aid multiple day, the Authority may assess liquidated damages to the Contractor in the amount of \$50.00 per day beginning with the 2<sup>nd</sup> day.

(10) Customer Concerns. The Contractor agrees to investigate and respond to all customer concerns within the required five (5) days' timeline. If the Authority feels there is a pattern of untimely responses after reminding the Contractor of their contractual obligation, the Authority may assess liquidated damages in the amount of \$35 per complaint, per day. The Contractor is required to provide complete and satisfactory responses in the Authorities Trans Track software during the course of investigation for each concern. Including synopsis of conversations with all riders on agreed course of actions. For every concern deem incomplete and returned back to the Contractor a \$25.00 may be assessed in liquidated damages.

(11) Confidentiality. The authority considers all information listed on the manifest or contained in the Trapeze system as confidential. The Contractor shall protect all written or electronic data. In the event that the Contractor uses any confidential information for the purpose other than set forth in this agreement will be assessed liquidated damages in the amount of \$1,000.00 per incident.

(12) Data Collection or Service Performance Monitoring. In order to capture all of the information needed to monitor service performance the Driver must record the actual arrival and perform times at the origins and for the drop-off times at the destinations, using the In-vehicle communication devices without fail. In the event a paper manifest must be used all arrival and departure times, trip mileage, and fare payment must be record in a legible manner. Cancellations and no-shows should be recorded both by the drivers and the dispatchers and recorded on the final operator manifests. If applicable the Contractor is expected to update arrival, departure, trip mileage, no show information into Trapeze immediately, with all other information updated within 7 days from the date of service.

At the sole discretion of the Authority,

- a) For each day in excess of 7 days the Authority will assess liquidated damages in the amount of \$25.00 per route per day.

b) In the event the Authority discovers inconsistency between original data and computer data, and discovers the information was intentionally entered incorrectly the Authority will assess liquidated damages in the amount of \$1,000 per incident.

c) In the event the Authority discovers fraudulent reporting of arrival or departure times on the driver's manifest, the agency will assess liquidated damages in the amount of \$2,500 and would be justification for termination of this Agreement.

(13) Improper Vehicle Appearance.

a) If the Authority determines that the Contractor has failed to maintain the cleanliness and appearance of a Revenue Vehicles in compliance with Exhibit D of this Agreement, the Authority will assess liquidated damages of \$75.00 for each vehicle in non-compliance for each day the situation exists.

b) If the Authority determines that the Contractor failed to maintain the vehicle appearance standard of a Revenue Vehicle in compliance with Exhibit D, the Authority will assess liquidated damages of \$75.00 for each vehicle in non-compliance for each day the situation exists.

(14) Below Standard Vehicle Maintenance Performance. The following vehicle Maintenance items have been identified as having significant impact to the effective and efficient operation of Paratransit and Route Deviation Services. Failure to perform to specified standards may result in the assessment of these amounts:

a) Failure of a Vehicle Operator to properly complete a pre-trip inspection will be assessed at \$100.00 per occurrence.

b) Failure to conduct 100% of Performance Maintenance Inspections (PMI) within the required 3,000-mile interval will be assessed will increase to \$1,000.00 per vehicle operated in excess of 500 miles past the schedules PMI.

c) Failure to maintain effective maintenance as identified by the standard of 50,000 miles between valid mechanical road call will be assessed at \$400 for each valid mechanical road call under 50,000 miles in a monthly reporting period. NOTE: Road call mileage is calculated by dividing the number of valid mechanical road calls by the total number of revenue vehicles traveling in any monthly reporting period. For example, 500,000 miles traveled per month with 50 valid road calls equals 10,000 miles between road call.

d) Liquidated damages in the amount of \$1,000 shall be assessed against the Contractor for each instance where vehicles have not been maintained as required in Exhibit D-1 through D-16.

(15) Failure to provide Passenger assistance-\$50 per verifiable or patterned occurrence for not providing the reason Service modification as directed by UTA.

(16) Improperly secured Wheelchair/Mobility device- \$1000.00 per incident

(17) Failure to Maintain the Personnel Plan.

a) The Contractor shall be required to fill a key personnel position within seven (7) days of the date of the vacancy of the position. The vacancy may be temporarily filled, if necessary, with an interim individual whose qualifications meet the requirements of the position while a more extensive search is conducted. Failure to provide a replacement for a key personnel position(s) shall result in a deduction of the salary and benefit of the individual(s) plus \$100.00 per weekday (after the 7<sup>th</sup> day) that the position(s) remain unfilled.

b) Failing to provide adequate operator staffing to meet the daily demand resulting in runs or trips back to the Authority or a pattern of failed Service Performance Standards may result in a \$200.00 fine per run plus the deduction in difference between the hourly rate charged by the Contractor and the actual cost to the Authority.

(18) Serious incident notification- \$1,000.00 per incident not reported day of service. Including but not limited to Wheel-chair tip overs, lost passengers, claims of abuse, and all customer injuries requiring medical attention, as designated by the Authority.

Accident notification- \$1000 per accident with \$1,000 dollars' worth of damage or any medical treatment required, as designated by the Authority.

(19) **Driver Training-** Liquidated damages in the amount of \$1,000.00 may be assessed against the Contractor for each instance where a driver providing the Authority's service is found by the Authority to be unqualified or to not have received the required minimum amount of training. The parties acknowledge that they have agreed to liquidated damages because in the event that the Contractor were to breach the Paratransit and Route Deviation Services Agreement in either of the manners outlined above, the Authority would sustain actual damages that would be difficult to ascertain and quantify. The parties acknowledge that the figures provided above are good faith estimates of such damages.

(20) **Driver licenses and Background checks-** Liquidated damages in the amount of \$1,000.00 shall be assessed against the Contractor for each instance where a driver providing the Authority's service is found by the Authority to not have a current CDL and valid Medical Card

(21) DSPD requirements see Exhibit O “State of Utah Department of Human Services Contract for Services Provided by a Utah Governmental Entity” Attachment A – Scope of Services.

(22) Contractor Network Access

(i) Contractor shall provide an up-to-date list of active software users and their software access. The Contractor is responsible for notifying UTA within 24 hours of the employees’ separation to ensure access has been terminated. Failure to do so is subject to \$25.00 per incident of Liquidated Damages.

(ii) Contractor employees may not share passwords to gain access to UTA software. Failure of compliance is subject to \$50.00 per incident of Liquidated Damages.

(iii) Employees are required to change their passwords every 60 days. If this fails to occur, the employee will be locked out of the system. Any performance standard failures due to this action is subject to \$100.00 Liquidated Damages.

After the conclusion of each month, the Authority will calculate and notify the Contractor in writing of any liquidated damages to be imposed for that month.

(1) If the Contractor disagrees with the liquidated damages imposed, it will respond to the Authority in writing within five (5) days of receipt of the notice and explain any contingencies or reasons for the violation, Unless rescinded based on information from the contractor all amounts of liquidated damages imposed will be deducted by the Authority from the payment for services otherwise due to the Contractor,

(2) Should the amount due to the Contractor for services rendered be less than the liquidate damages assessed for that period, the balance of the liquidated damages will be deducted from future payments due to the Contractor. If the Contractor contests the assessment of liquidated damages, the dispute is subject to resolution pursuant to the FTA Master Agreement (see section #20 Breaches and Dispute Resolution under the federal clauses of the Contract), Exhibit A-6.

### **3. OTHER PAYMENT ADJUSTMENTS**

The Contractor shall collect and retain fare revenue for ADA paratransit and route deviation trips separately. The Authority shall deduct fare revenue from the Contractor’s invoice for each service provided (paratransit and route deviation) where the amount deducted is calculated based on the reported trips completed. Any shortfall of fare revenue is the responsibility of the Contractor.

The Authority’s Drug and Alcohol Policy (see Exhibit F) shall be administered and paid for by the Contractor. Costs should be considered part of Contractor’s operational costs and should be included in Contractor’s rate submitted to the Authority in their proposal.

In the event of any change in federal, state or local law, rule or ordinance which has the effect of increasing or decreasing Contractor's operating costs, Contractor and the Authority shall meet to discuss the impact of these costs and may, subject to the approval of the Authority and Contractor, negotiate adjustments to Contractor's rates as specified herein.

## Exhibit A-6

### Federal Transit Administration Master Agreement and American and Disability Act (ADA) Guidelines

1. To view the FTA Master Agreement please use the link below:

<http://www.fta.dot.gov/documents/20-Master.pdf>

2. To view the American and Disability Act (ADA) Guidelines please use the link below:

<https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-ada-standards/guide-to-the-ada-standards>

## **EXHIBIT B**

### **SCOPE OF SERVICES**

#### **PARATRANSIT AND ROUTE DEVIATION SERVICES**

##### **BACKGROUND**

The Utah Transit Authority (UTA) is responsible for the development, implementation, and maintenance of public transportation services within its service area along the Wasatch Front. As part of this process, we are sharing with our future contractors an overall Mission Statement, Vision and Operational Priorities to serve as general guidelines for daily operations.

##### **MISSION STATEMENT**

Utah Transit Authority strengthens and connects communities enabling individuals to pursue a fuller life with greater ease and convenience by leading through partnering, planning, and wise investment of physical, economic, and human resources.

##### **VISION**

Provide an integrated system of innovative, accessible and efficient public transportation services that increase access to opportunities and contribute to a healthy environment for the people of the Wasatch region.

##### **UTAH TRANSIT AUTHORITIES OPERATIONAL PRIORITIES**

###### **1. Safety**

Emphasize safety of our customers, employees, equipment and community in all aspects of our operations and maintenance services.

###### **2. Earn and Retain the Community's Trust**

Engender trust and accountability and satisfy and exceed the expectations of citizens, customers, and employees; increase ridership; operate an efficient, cost-effective operation; maintain tight control of operational, administrative, and capital expenditures of public resources; provide service that is ADA compliant and meets our customer's needs.

###### **3. Provide Outstanding Customer Service**

Provide consistently high-quality service to customers at every interaction with Utah Transit; be rated by customers, the community, and employees as providing excellent customer service as measured annually in surveys.

###### **4. Employee and Organizational Development**

Have a well-trained and highly productive workforce; promote healthy dialogue on important issues; reduce employee injuries.

**5. Environmental**

Utah Transit takes a proactive approach to environmental management and compliance with all federal, state, and local regulations through its Environmental Management Systems (EMS). The program focusses on continuous improvement of environmental performance by evaluating the impacts of UTA’s activities, products and services it makes in the community.

**6. Introduction**

The Scope of Services accompanied with this RFP is to provide curb-to-curb paratransit and route deviation services for the citizens in Utah Transit Authority’s northern and southern service area which includes parts of Weber, Davis, Box Elder, and Utah Counties. UTA is seeking proposals from professional and qualified paratransit service providers to operate, maintain, and conduct safe and reliable paratransit to certified passengers and route deviation transportation for the general public. All requested services shall be delivered as shared-ride and curb-to-curb transportation service unless noted. Services are inclusive of, but not limited to, providing transportation services for passengers with disabilities who are ambulatory, mobility dependent and transportation disadvantaged. The Contractor will utilize vehicles provided by UTA as set forth in Exhibit B-3 and B-4. The service areas and service hours are set forth in Exhibit B-1 and B-2.

**7. Technology**

UTA currently uses Trapeze PASS software products to manage paratransit and route deviation service delivery. Use of the technology systems listed in this section are required for fulfilling this contract. UTA reserves the right to change, enhance or discontinue use of current technology as new technologies are embraced by UTA. The Contractor shall participate in any future technology testing/implementation that may be required by UTA. The Contractor shall comply with UTA direction on all procedures for transferring, entering and managing data necessary to operate or monitor daily services.

Software required and distributed by UTA under this contract shall be for the exclusive use of the contract. The Contractor shall protect the software from unlawful copying, duplication, and theft.

**UTA Provided Software:**

- Trapeze Pass work station V17.**
- Pass Drivermate 18.2**
- Trapeze Reports V**
- UTA paper manifest V**
- Trans Track Customer Concerns module**
- UTA Radio Log**
- UDOT Reporting Software**

The Contractor is required to fill out a UTA Contractor access form to obtain permission to use UTA provided technology and software. UTA will provide procedures and instructions in writing related to Contractor access to and use of required technology.

The Contractor shall provide an up-to-date list of active software users and their software access. The Contractor is responsible for notifying UTA within 24 hours of the employees' separation to ensure access has been terminated. Failure to do so is subject to Liquidated Damages see Exhibit A-5.

Contractor employees may not share passwords to gain access to UTA software. Failure of compliance is subject to Liquidated Damages see Exhibit A-5.

Employees are required to change their passwords every 60 days. If this fails to occur, the employee will be locked out of the system. Any performance standard failures due to this action is subject to Liquidated Damages see Exhibit A-5.

The Contractor is responsible for personnel training and testing to ensure real-time data is transmitted to the Trapeze PASS system. Contractor must notify UTA immediately of hardware failure.

In the event of software or technology failure, use of a paper manifest will be required. No interruption of service or Service Performance levels may occur due to technology failure. The Contractor will develop and provide a written emergency backup plan to UTA in case of a technology failure.

If it is necessary to use a paper manifest, all trip data must be recorded in permanent and legible manner on the manifest, including:

- Accurate pick up times at all origins and drop off time at all destinations.
- Reconciliation of all passengers and passenger types transported with address information.
- No Show and Missed Trip information with appropriate notes
- Beginning and ending mileages.

UTA reserves the right to add or alter the information that must be recorded. The Contractor is responsible for supplying high speed secure internet connections to all computers used in service delivery. If Contractor installs a WiFi or mobile hotspots, the Contractor will ensure equipment will not interfere with systems or equipment provided by UTA.

The Contractor must provide Key Personnel (see Exhibit B section #8) with individual email accounts for daily use. All email account lists must be updated and distributed to appropriate UTA staff when there is a change in personnel.

The Contractor shall create a minimum of one (1) email distribution list for their Key Personnel and one (1) for their leadership team that can be accessed from outside of the Contractor network

through an email address. This will allow for UTA staff to add the provider to its internal contact lists. Contractor is responsible for maintaining the accuracy of distribution lists.

## **8.0 Personnel Plan**

For this contract Key Personnel shall be identified as: operations manager, safety officer, maintenance manager, operations trainer, radio dispatchers (if applicable), and dispatch coordinators (if applicable). Contractor may assign multiple functions to a single position.

The Contractor shall provide one-page personnel resumes for the key staff identified in this RFP, demonstrating their qualifications for each position. Any operations or maintenance manager hiring or changes in key personnel are subject to prior approval of UTA.

### **8.1 Staff Hiring, Retention, and Training Requirements**

The Contractor will be solely responsible for payment of wages and benefits as well as for wrongful acts of its employees or subcontractors. Wages and work hours shall be in accordance with Local, County, State, and Federal regulations affecting such personnel. Notwithstanding the foregoing, UTA will have the right to notify the Contractor of any problems or concerns involving the performance or conduct of an employee or subcontractor who is participating in the provision of the UTA services. Contractor shall respond immediately to any such notice and shall take appropriate actions to remedy any problems or concerns including, where appropriate, termination or removal of employees from provision of service for UTA. Contractor shall require in their policy and procedures that all employees and subcontractors self-report any arrests and convictions during their employment.

The Contractor including all its agents, employees, independent contractors, and subcontractors, shall carry out its obligations under this RFP in compliance with the regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended from time to time, and the regulations promulgated thereunder, in order to protect the privacy of all individually identifiable protected health information that is created, received, collected, processed or learned as a result of services provided under this RFP.

### **8.2 Retention**

The Contractor shall be solely responsible for the satisfactory work performance of all employees described in the RFP and any reasonable performance standard established by UTA. Contractor shall have a personnel program, which includes recruitment, hiring, training, retention and performance reviews. **It is of paramount interest to UTA and in the best interest of passengers that Contractor employees and subcontractors are properly trained and gain hands-on experience in their craft.**

It is UTA's belief that high turnover reduces service quality. In order to indicate the level of commitment to encouraging retention and longevity of employees and subcontractors, Contractor is required as part of the proposal to submit a retention plan, including, but not limited to,

starting wages and wage progress for operators, mechanics, dispatchers and dispatch coordinators.

### **9.0 Trip Scheduling, Runs Management, and Service Eligibility assessments**

UTA intends to perform all reservation and scheduling work relative to ADA complementary paratransit and route deviation services with UTA's own resources. Contractors will therefore receive predetermined routes and schedules from UTA.

UTA's scheduling department will be responsible for all trip reservations, for placing trips on runs, and for updating passenger account records. UTA reserves the right to leave trips in an unscheduled status to be managed by day-of-service dispatch.

UTA recognizes the effectiveness of subscription services and template runs. UTA will work with the contractor to establish approximately 40% percent of weekday paratransit runs with established start and end times. However, these times may be flexed by UTA by up to 60 minutes before or after the regularly assigned time to meet operational requirements. Flexing of a run time does not automatically shorten or extend the run duration. UTA will provide the Contractor with the total number of runs and start/end times by 6 p.m. local time the day before the scheduled service. Approximately 60% of the weekday, all weekend, and holiday service runs will be adjusted to meet daily service demands to ensure all eligible trips are performed without service denials or performance standard failures. The Contractor is expected to provide adequate staffing and vehicle availability to avoid any service delay or service performance standards failures for each day of service.

UTA reserves the right to schedule trips in a manner that best serves system performance and passenger experience. This could include use of a discretionary work assigns, including, but not limited to directly operating trips within contracted service areas.

UTA's Paratransit Eligibility Center will determine the eligibility of all riders. Applicants deemed conditionally, temporarily and/or unconditionally eligible will be determined by UTA and marked appropriately in Trapeze Pass software. Approval of mobility aids will be conducted by UTA and information will be denoted in Trapeze including the make, model, color and UTA's issued sticker number. All this information will be displayed electronically on an in-vehicle electronic device or a paper manifest for the operator. Contractors will be required to transport passengers seeking paratransit eligibility to and from UTA's Mobility Center in Salt Lake County without requiring fare payment, as scheduled by UTA. This may include waiting for the rider during the assessment.

**\*DIFFERENT OPERATIONAL SCENARIOS** – There are **two** types of service options (with or without dispatching) that can be performed. Both of these types of services must be priced in the pricing area. The final decision will be made at time of Contract Award. The two types are:

- A. Contractor provides same-day trip dispatching, run management services, and radio communication on site at their garage; or
- B. Contractor operates service without same-day trip dispatching, run management services, and radio communications (each of which is provided by UTA)

**OPTION 1:**

**10.1 A- Contractor-Provided Same Day Trip Dispatching and Run Management Services with Radio Communication**

Contractor shall maintain a dispatch function at its local office to manage daily on-time deployment and return of vehicles and vehicle operators. This includes, but is not limited, to answering telephone inquiries, and record-keeping (e.g. passenger feedback, service improvement forms, and customer concerns).

Any employee assigned dispatch functionality must possess an above-average working knowledge of the dispatch functionality of the Trapeze Workstation, Trapeze Drivermate, and of UTA policies and service requirements.

The Contractor shall be in contact with all vehicles, providing service via two-way radio. On-Site Dispatchers shall be responsible for communicating directly with vehicle operators regarding all operational issues, including:

- Maintaining service performance standards (see Exhibit C)
- On-time pull outs and performance
- Coverage of driver work
- Trip routing
- Seamless passenger transfers
- Same-day trip requests
- Transportation of stranded riders
- Operator navigation assistance
- Origin/destination issues
- Reasonable Service Modifications requirements
- Fare resolution
- Passenger disruptions
- Close calls/near misses, accidents, and any mechanical issues or other incidents
- Verbal directions to address services issues UTA deems important.

On-site Dispatch shall be on duty 30 minutes before service begins and continue during all hours in which the vehicles are in service.

**10.2A Service compliance and monitoring**

The Contractor is expected to monitor on-time performance standards as outlined in Exhibit A-5, ensuring vehicles arrive within predetermined ready windows. It is expected a high standard of customer service is met with all passengers. Allocating staff resources and vehicles to prevent delays within the Contractor's control. Driver shortage is deemed within the Contractor's control.

In the event service is delayed for more than 30 minutes or when riders are on the bus that is involved in an accident, the Contractor is also expected to make phone calls to inform family/caregivers. Notifying UTA of any delays more than 30 minutes.

### **10.3A "Where's My Ride?" Calls**

UTA shall receive and properly address "Where's my ride?" calls between 4:00 AM and approximately 11:00 PM when the last UTA paratransit and route deviation vehicles return to the garage, at which time the Contractor will take its own calls. The Contractor shall be required to provide one (1) dedicated phone line for "Where's my ride?" calls. In order to accommodate customers with hearing impairments, the Contractor must communicate through Utah Relay at 711.

Contractor must also record all calls made to its dedicated line for research purposes in case of customer disputes. The Contractor shall directly accommodate customers calling for a second vehicle after a missed trip within thirty-minutes (30) of the phone request. There is no obligation to provide a second vehicle if a customer no-show their first/outbound trip. However, if the customer no-shows a second or return trip the Contractor must provide a second vehicle at a time that benefits the service, within reason. The Contractor shall submit documentation of such trips through the incident reporting process.

### **10.4A Driver Wait Time and No-Shows**

When a vehicle arrives at a pickup location, drivers will wait five (5) minutes from the vehicle arrival time or the beginning of the ready window (whichever is later) before contacting radio dispatch. The dispatcher will confirm the current time, the arrival time, and the location of the vehicle, including surrounding features to identify the location in case a dispute occurs. Dispatch will then instruct the driver to depart or to wait additional time if doing so does not prevent the bus from remaining on time. If there is a time discrepancy between the dispatcher and driver, the driver must correct their time, and if appropriate, correct arrival information on the manifest, making a note of why the change occurred, and then hold for additional time if required.

If the customer does not show up for a trip, arrives after the wait time ends, or cancels a trip at the pick-up location, the trip will be immediately marked as a "No-Show" or "Cancel at Door." It is UTA's practice to notify all riders of any no show, cancel at door, late cancellation or same day cancellation through its Customer Care department.

If the vehicle arrives at the pick-up point later than the pickup ready window and the customer is not present or opts not to take the trip, the driver is to record this trip as; “ Late Trip” or “Missed Trip”). Such an occurrence is not to be tracked as a no-show.

Drivers are expected to notify dispatch at least thirty (30) minutes in advance if they expect to be late (outside the ready window) for any trip in order to allow adequate time for dispatch to make arrangements to keep service on time.

**10.5A Extreme Weather and Natural Disasters**

In the event extreme weather or natural disaster renders operations unsafe, the Contractor, in consultation with UTA, may temporarily suspend services or relax service standards. If services are suspended, the Contractor shall endeavor to contact customers and UTA shall endeavor to make public service announcements on local television stations.

The Contractor shall have the responsibility of making every effort to contact riders who are awaiting transport home and shall provide such transport if safety and prudence permit. In the event that the Contractor is unable to directly provide the return service, the Contractor shall contact UTA’s office immediately.

**10.6A Extreme Weather/Natural Disasters**

The Contractor may be asked to support fixed route bus operations at times, in consultation with UTA paratransit service and local fixed route bus supervisors from the UTA business unit in the Contractor’s service area. This may include Emergency Evacuation Drills. **In the event of an actual emergency the contractor staff will participate in the approved recovery plan as outlined by UTA.**

**OPTION B -**

**10.7B UTA Provided Same Day Trip Dispatching and Run Management Services with Radio Communication**

If UTA chooses to perform the dispatching for the contracted paratransit and route deviation services within Weber/Davis/Box Elder, and Utah Counties.

**10.8B Contractor service delivery coordination requirements**

Contractor Staff will include dispatch coordination to ensure service is delivered in the prescribed manner. The individual or individuals responsible for overseeing the task are referred to here as Dispatch Coordinator(s) (DC).

The DC will be on site 30 minutes, contact UTA Dispatch, prior to any vehicle pull outs, during all hours of operations, until released from UTA Dispatch.

DC staff will be available to communicate with UTA Radio Dispatch with preapproved communications technology. The DC will immediately report to UTA Radio Dispatch any failure of on-time pullout or an operator failing to report for an assigned run. UTA Radio

Dispatch will then determine if trips can be moved and absorbed into the current daily runs. If a replacement operator must be assigned, the contractor must do so within 30 minutes. Any performance standard failure due to late pullout or missed work assignments is considered within Contractor control and is subject to Liquidated Damages (See Exhibit A-5)

Other duties of the DC include, but are not limited to answering telephone inquiries, record-keeping (passenger feedback, driver service improvement forms, and customer concerns) and uninterrupted communications with the UTA Radio Dispatch Office.

### **10.9B System Service Delivery Support**

All vehicle trade outs will be coordinated by the contractor DC and UTA's Radio Dispatch Office in a timely and expeditious manner.

Contractor will be responsible for handling accident and incident investigations, including onsite follow-up reporting as outlined in the contract or instructed by UTA. Disruptive customer behavior and vehicle trade-outs will also be the responsibility of the Contractor. The DC will communicate and coordinate with UTA to resolve any service interruptions or safety issues.

Upon request of UTA Radio Dispatch Center, Contractor support staff will assist in the field with day of services issues within 30 minutes of the request.

The Contractor is expected to maintain on-time performance, ensuring vehicles arrive within predetermined ready-windows and allocating staff resources and vehicles to minimize delays within the Contractor's control. Driver shortage is deemed within the Contractor's control.

In the event service is delayed for more than 30 minutes or when riders are on the bus that is involved in an accident, the Contractor will support UTA Radio Dispatch in making phone calls to inform family/caregivers of the delay.

### **10.9B "Where's My Ride?" Calls**

UTA Radio Dispatch will contact operators directly to inquire about estimated arrival times. Contractor drivers will answer at the first safe opportunity and provide accurate information to the best of their ability.

### **10.10B Driver Wait Times No-Shows, and Cancel at Door reporting requirements**

Once a vehicle has arrived at a pick-up origin, drivers will wait five (5) minutes, beginning with the arrival time of the vehicle or the start of the Pick-up Window (whichever is later) before contacting the Dispatch Office. On the occasion the manifest is marked with an ET (early time) code, the ready window begins at the ET time and must wait five (5) minutes. If the driver determines the passenger is not riding on the listed trip, the driver will request a No-Show/Cancel at Door using the in-vehicle technology application and wait for Dispatch office to respond. The Dispatcher will confirm the current time, ask the arrival time, and confirm the

location including anything that might distinguish the location should a dispute occur, instruct the driver to depart or to wait additional time if doing so does not prevent the bus from remaining on schedule, and confirm the departure time. If there is a discrepancy in time between the dispatcher and driver, the driver must correct their time, and if appropriate, correct arrival information on the manifest making a note of why time change occurred and hold for additional time if required to do so.

If the customer does not show up for the trip, arrives after the wait time, or cancels the trip at the pick-up location, the trip should be immediately reported to the Dispatch Office using the appropriate in-vehicle technology process. UTA's practice is to notify all riders of any no show, cancel at door, late cancellation and same day cancellation.

If the vehicle arrives at the pick-up point later than the Pick-Up Window, and the customer is not present or opts not to take the trip, the driver is to record this trip as a Late Trip" or a Missed Trip by notifying the Dispatch Office; such an occurrence is not to be tracked as a no-show or penalty.

#### **10.11B Drivers running late during service delivery**

Drivers are expected to notify the Radio Dispatcher Office at least thirty (30) minutes in advance if they expect to be late (outside the ready-window) or as soon as possible for any trip they are providing in order to allow adequate time for the dispatcher to make other arrangements to keep service on time. This also includes notification if a driver feels they will be late for a listed appointment time list on the manifest display.

#### **10.12B Inclement Weather**

In the event that extreme weather conditions or natural disaster renders operations unsafe, the Contractor, after consultation with and telephone authorization by UTA, shall temporarily suspend services or temporarily relax service standards. If services are suspended, the Contractor shall endeavor to contact customers still waiting origin trips and UTA shall endeavor to make public service announcements on local television and/or radio stations.

The Authority shall have the responsibility for making every effort to contact riders who are awaiting transport home and guide the contractor to provide such transport if safety and prudence permit. In the event that the Contractor is unable to directly provide or, through a subcontractor arrange for the return service, the Contractor shall contact the Dispatch office immediately.

#### **10.13B Extreme Weather/Natural Disasters**

The Contractor may be asked to support fixed route bus operations at times, in consultation with UTA paratransit service and local fixed route bus supervisors from the UTA business unit in the Contractor's service area. This may include Emergency Evacuation Drills. **In the event of an actual emergency, the contractor staff will participate in the approved recovery plan as outlined by UTA.**

## **11.0 Driver Expectations**

UTA requires all employees associated with paratransit and route deviation services to provide the highest levels of customer service when interacting with riders. This includes but is not limited to the following expectations:

**11.1** Operators shall always be courteous and be out of their seat, to assist passengers, announce themselves and ask riders how they can assist and not assume every passenger needs or wants assistance. Operators shall be courteous and sensitive to the needs of passengers with disabilities and all persons riding the service.

**11.2** UTA considers all information listed on the manifest as confidential, and as such, expects operators to protect the privacy of all information. Operators shall not show their manifest to anyone other than employees of the Contractor, UTA, or those approved by UTA, even as a means to resolve a dispute with a rider.

**11.3** In the event that an operator is found not to be courteous or not properly performing the services required by the Contract, Contractor shall take necessary corrective measures, including but not limited to additional training, skill assessment and development of a performance improvement plan.

**11.4** Operators shall meet and greet riders, sharing their name upon request. They are to confirm the identification of the rider and when in doubt, ask to see the rider's ID card. Operators will not deny serving riders who lack proper ID. Operators shall also confirm the drop-off location with rider. If there is a discrepancy between the driver manifest and the customer boarding the bus, operator is to notify radio dispatch to seek clarification and direction.

**11.5** Before a rider with a mobility device boards the bus, operators must confirm that the rider is registered for a mobility aid and that the devices ID number exactly matches what is listed on the operator manifest. If the information on the manifest does not match the mobility aid the operator must contact Radio Dispatch Office for directions and must complete a Service Concern form and turn in at the end of their shift.

**11.6** Operators shall collect fare or approved payment from every rider. Operators shall call Radio Dispatch for direction in the event a rider does not have proper fare. The Contractor shall not transport passengers without proper fare without the approval of UTA. The Contractor shall mark a ride as a "No Show" if a scheduled ride does not take place due to lack of fare payment. The contractor must also mark the ride as "No Show (But Transported)" if a rider has to leave the bus to retrieve fare and the vehicle must wait longer than the five (5) minutes of total allotted pick up time. In such cases operators shall complete a Service Concern form at the end of their shift.

**11.7** Operators shall provide riders with all necessary assistance in boarding and alighting the vehicle and securing tie downs and seat belts, as appropriate. Operators should honor all reasonable requests for assistance from riders, with the following qualifications:

(1) Service to be provided is “curb-to-curb,” meaning the operator shall render assistance to customers in boarding and alighting from vehicles, are not required to assist customers from the curbside to entryways unless specifically noted on the operator’s manifest

(2) Operators are not required to assist riders with personal items (e.g., packages). Personal items are limited to the number which can be held by the passenger and/or a companion/Personal Care Attendant (“PCA”) in one trip

(3) Children six years of age and under should require only minimal assistance from drivers and no supervision since UTA requires them to be accompanied by an adult, unless the child is the registered rider, in which case the driver shall provide all necessary assistance in boarding and alighting from the vehicle and securing tie downs and seat belts as appropriate.

**11.8** Operators shall be responsible for ensuring that seat belts of all riders are fastened, and if necessary, to assist with seat belt securement. If using a UTA vehicle the Contractor shall ensure seat belt extensions are assigned to each vehicle. Riders who refuse to wear a seat belt shall not be denied service. However, certain riders may be required by contract to wear seat belts on trips funded through the State of Utah. It is UTA’s best practice for drivers to suggest the use of seatbelts.

**11.9** For riders using approved mobility devices, operators shall push or have the rider maneuver the chair onto the lift platform, then secure the safety bar at the end of the lift platform and check that the brakes are applied. While raising the lift, operators shall stand on the ground in front of the lift, facing the rider. After the lift is raised, operators shall step into the vehicle behind the rider, release the brakes, and pull or have rider power the wheelchair into the vehicle. The rider shall retain complete control over the power and controls of the wheelchair, including maneuvering on or off the lift platform and maneuvering into tie down positions, unless assistance is requested. Operators shall inform riders in advance that they will be securing the wheelchair, and during the securement procedure shall inform rider when they reach across the rider and are in the rider’s “personal space zone.”. Operators shall secure the wheelchair with suitable restraints as set forth in Exhibit D, Paragraph 2.3 of this Agreement, set wheel locks, and securely fasten restraining belt around the wheelchair and rider. Failure to properly secure a mobility device is subject to Liquidated Damages.

**11.10** Operators are not allowed to use or play any type of portable audio device or wear headphones aboard vehicles. **Use of cell phones or text messaging while driving is against the law in Utah.**

**11.11** Operators are to avoid boisterous or profane language or incivility to maintain high degrees of professionalism while talking on the two-way radio or communication device.

**11.12** Operators shall refrain from smoking in vehicles at all times and must not smoke closer than 25 feet of the bus. Operators shall similarly instruct riders that smoking in or around the vehicles is not permitted.

**11.13** Operators shall comply with UTA's engine idling and spill response policies set forth in Exhibits B-6 and B-5. Operator is responsible for minimizing vehicle idle time to no more than 15 minutes in order to reduce pollution and conserve fuel (see Exhibit B-6).

**11.14** At transfer points, the operator shall wait for the transfer vehicle, assist with the transfer as needed, and make sure that the transfer has been completed before departing unless the transportation being provided does not require a seamless transfer. If the other vehicle is late, the operator shall contact the Radio Dispatch and not depart the transfer point without authorization. If the transfer is an inter-county transfer from UTA's fixed route or paratransit service, the Contractor must contact UTA at (801) 287-2853/2854 and may not depart without UTA's authorization. If the Contractor's vehicle is running late for any inter-county connection, the operator must contact radio dispatch immediately.

**11.15** Operators operating any route deviation route must comply with service and training requirements specific to the design of the service as required by UTA. This service is a blend of fixed route and paratransit service, which includes the requirement to make stop announcements in accordance with the American's with Disabilities Act. For route deviation requests there is no scheduled ready window: riders must be at their pickup location and operators will not wait past the scheduled time.

**11.16** Operators shall complete Service Concern forms for all scheduling discrepancies, routing concerns, and passenger issues to enable UTA to proactively respond to issues. Operators shall perform all other duties relevant to serving UTA's trips as established and directed by UTA. Operators shall refer riders to UTA's Customer Care department for disputes, customer issues, or service questions.

**11.17** Operators are expected to keep the service on time, meaning within scheduled ready windows and in accordance with ride time and service delivery guidelines. If an operator determines he or she cannot meet the service standards they are to contact radio dispatch for assistance and instructions.

**11.18** In the event service is delayed for more than 30 minutes or of an accident with riders on the bus, Operators must contact Radio Dispatch and the Contractor is expected to call families/caregivers to inform them of the delay or contact UTA Radio Dispatch, whichever is applicable.

**11.19** Operators cannot refuse to perform a trip listed on the daily manifest, even if a trip runs past a scheduled shift end time. Operators must follow all instructions from the Radio Dispatch Office in a safe manner.

**11.20** In the event paper manifests are required on the day of service, Operators shall mark on their manifest arrival times, departure (perform) times, and trip mileage.

**11.21** If the manifest is displayed on in-vehicle technology, operators are required to use the technology to track the progress and service compliance including “arriving” and “performing” trips at the correct times.

**11.22** Operators shall read, understand and follow all routing and trip information provided for individual riders to ensure all their transportation needs are met.

**11.23** Operators will maintain the route time schedules to the extent possible and all trips must be performed unless otherwise directed by Radio Dispatch Office.

**11.24** When using UTA vehicles, operators are to use the preprogrammed messages on the in-vehicle communications system when contacting Radio Dispatch Office whenever possible.

**11.25** Operators shall not allow animals besides service animals (e.g., guide dogs) on vehicles. Small domestic animals are allowed provided they are contained in an enclosed animal carrier.

**11.26** Operators are to refrain from speaking to anyone concerning an accident or similar incident besides police, Contractor supervisory personnel, or designated UTA staff.

**11.27** Operators are to refrain from sharing passenger information with anyone other than the Contractor and Authority staff in compliance with HIPAA,

**11.28** Operators are to avoid personal relations with riders, or behavior that might create the perception of personal relations. Any abuse or suspected abuse of this policy must be reported to supervisors and UTA.

**11.29** Operators are to refrain from acting in a retaliatory manner against any riders or UTA employees.

**11.30** Operators are expected to provide safe and reliable transportation and maintain a safe environment anytime passengers are on their vehicle.

**11.31** Operators are not to accept gratuities of any kind. Can encourage riders to contact UTA’S Customer Care Department for service commendations.

## **12. Employee Expectations**

**12.1** Contractor will ensure that all employees present a neat appearance and conduct themselves in a courteous, professional, and efficient manner at all times.

**12.2** In the event that any employee is found not to be courteous or not to be properly performing the services required by the contract, Contractor shall take necessary corrective measures, including but not limited to additional training, skill assessment and development of a performance improvement plan.

**12.3** Employees who are likely to be in contact with the public or passengers are to be trained by Contractor to give accurate information concerning fares, services and passenger policies to ensure consistent and accurate messaging. Employees shall be courteous and sensitive to the needs of passengers with disabilities and all persons riding the service.

**12.4** Employees are not to accept gratuities of any kind.

**12.5** Employees shall inform passengers of his or her first name or ID number upon the request of the passenger.

**12.6** Employees shall avoid boisterous or profane language or incivility to anyone.

**12.7** Employees shall not allow anyone to solicit on the vehicle.

**12.8** Employees shall not allow any animals besides service animals (e.g., guide dogs) on vehicles. Small domestic animals are allowed provided they are contained in an enclosed animal carrier and in control of the riders.

**12.9** Employees are to refrain from speaking to anyone concerning an accident or similar incident unless besides police, Contractor supervisory personnel and designated UTA staff.

**12.10** Employees are to refrain from sharing passenger information with anyone other than the Contractor and Authority staff, in compliance with HIPAA.

**12.11** Employees are to avoid personal relations with riders, or behavior that might create the perception of personal relations. Any abuse or suspected abuse of this policy must be reported to supervisors and UTA.

**12.12** Employees are to refrain from acting in a retaliatory manner against riders or UTA employees.

**12.13** Employees shall treat all riders and their support staff in a professional and courteous manner.

**12.14** Contractor will ensure all employees have an open and safe atmosphere to work in, to encourage communication and sharing service strategies, ideas for continuous improvement, and developing two way communication strategies with UTA staff members.

### **13. Record Keeping, Reporting and Invoicing**

**13.1** The Contractor shall track all service data and prepare and submit reports to UTA as set forth in Exhibit C, “Records and Reporting Forms.” In the event a paper manifest is used in service delivery the Contractor shall submit original driver manifests, including all notations, changes and corrections made by drivers. Paper manifests should be made available immediately upon request to support billing operations. Errors and corrections to these records shall be lined out rather than erased.

**13.2** The Contractor shall submit a monthly invoice to the Authority, in accordance with the “Terms of Compensation” set forth in Exhibit A-5. The invoice and supporting trip records and Service Performance records shall conform to the requirements set forth in Exhibit C.

**13.3** The Contractor shall prepare a Monthly Operating Report Forms for each service provided (Paratransit and/or Route Deviation) and submit it to UTA with its monthly invoice in order to be paid for the month. Samples of these reports are shown in Exhibit G “Demand Response Paratransit Monthly Reporting Form”. The Contractor shall also provide UTA with all information needed for UTA to complete its annual report according to the National Transit Database (NTD) Reporting Manual by January 30<sup>th</sup> of each year for the previous year’s operations. See NTD report form Exhibit H as an example.

**13.4** With the UTA’s approval, the Contractor shall make available all other pertinent original records for inspection and provide copies to authorized organizations, as set forth in Exhibit B “Scope of Service”. Falsifying records and/or data shall be grounds for termination of contract and pursuit of damages by UTA

**13.5** The Contractor shall relinquish all original records, including driver manifests, for storage at UTA data storage facility on an annual basis, and must turn over all original records specific to the terms of this Agreement at the end of the Agreement.

**13.6** The Contractor will track and report Service Performance Standards Exhibit A-5 as outlined in this Agreement on a daily, weekly, monthly, and yearly basis. This information is to be used for service improvement strategies, feedback with Contractor and UTA employees and to measure compliance with this Agreement. UTA will have the right to change any aspect of this requirement including layout, frequency, transmission, and type of data reported.

### **14. Hiring Policies and Practices**

**14.1** The Contractor’s procedures for recruiting and hiring employees should be consistent with UTA’s Equal Employment Opportunity policy (see exhibit E), assuring a diverse and representative workforce that is treated fairly and afforded opportunities for promotion.

**14.2** All driver applicants must have or be able to obtain by the end of the certified training course, a valid Commercial Driver License (CDL) Class D.

**14.3** At the point of hiring for training, Contractor shall have trainee report to UTA headquarters to conduct DPSD background check.

**14.4** The Contractor must receive authorization from UTA when hiring any applicant previously employed UTA, and. reserves the right to disqualify an applicant based on previous employment history.

**14.5** All drivers and other Contractor employees with safety-sensitive positions must undergo Drug and Alcohol testing consistent with UTA’s Drug and Alcohol Testing policy. (see Exhibit F).

## **15. Staff Training**

The Contractor, at its expense, shall meet, and shall be responsible for satisfying the following minimum requirements regarding employee training. All training shall be “to proficiency” and shall include some form of either testing or instructor observation to ensure that employees fully understand the skills and information being taught in each session. Retraining shall be provided if complaints or monitoring suggests that an employee is not performing appropriately. Periodic retraining shall also be included in the overall program to keep all information current and employees fully informed of policies and procedures and prepared to respond to operational issues appropriately.

The specific employee training program to be used should be described in detail in the Contractor’s proposal and shall include, at a minimum:

### **15.1 Operator Training**

- All drivers must receive CDL training regardless of the type of vehicle operated.

In addition, all drivers, driver supervisors, dispatchers, or dispatch coordinators and management staff who will be interacting with drivers shall receive the following additional training regarding the provision of service:

- 1) Operation of vehicles and accessibility equipment;
- 2) Defensive Driving (must be a nationally recognized and certified program);
3. Passenger Assistance Techniques (must be nationally recognized and certified and a minimum of eight hours);

4. Record keeping (daily and incident/accident reporting);
5. Radio communication, operation and required communications procedures;
6. In vehicle technology “Tablet Training”;
7. In service training (must include a minimum of one week of on-board observation and one week of driving while being supervised and evaluated);
8. UTA provided Route Deviation training for operators driving this type of service;
9. Manual deployment of the lift;
10. UTA provided “Appropriate Conduct and Boundaries” PowerPoint;
11. Specific training as identified by UTA.

### **15.2 Disability Awareness and Sensitivity Training**

All Contractor staff shall receive disability awareness and sensitivity training. Persons with disabilities and a member of UTA Customer Care staff and /or UTA’s Mobility Center staff will be enlisted to assist in this training. The program shall be at least four (4) hours in length and shall include the following components (or equal):

- Appropriate and respectful words (vocabulary) regarding disabilities;
  - Common myths and misunderstandings regarding disabilities;
  - Interacting (communication) with customers with disabilities in a respectful and non-patronizing way;
  - Information about various types of disabilities, including hearing disabilities, speech impairments, vision disabilities, cerebral palsy, multiple sclerosis, Alzheimer’s, epilepsy, psychiatric disabilities, mental retardation, etc.;
- Suggested videos and other training materials available from National Easter Seals, PROJECT ACTION or specific disability organizations.

### **15.3 Service and Operating Policies and Procedures**

All employees shall be instructed in the service policies and characteristics of UTA’s fixed-route, route deviation, rail and paratransit services. This shall include the days and hours of service, service area, fares, scheduling and service use policies, rider responsibilities, operator responsibilities, etc. This training shall cover all ADA required “Service Provision” issues in Subpart G of the USDOT regulations (see Exhibit A.6) and the UTA Paratransit Rider’s Guide (see UTA Website <https://www.rideuta.com/Rider-Info/Accessibility/Paratransit-Services> “Beyond the Curb Service”. Upon contract award all UTA Standard Operating Procedures and the most current Operator Handbook can be shared to use to form the basis of these session along with established Contractor policies (subject to UTA’s approval).

**15.4** All office staff shall be trained in responding to requests for information in accessible formats.

**15.5 Dispatch, Office Staff Training**

Training of dispatch and office staff (as well as all employees who supervise these persons) shall include the following:

- 1) General concepts regarding the way trips are requested, including conditions of eligibility, scheduled, dispatched, provided, and tracked, and an introduction to Trapeze (covering the various functions within Trapeze and user-specified/controlled items;  
  
Understand the functionality of how to open and close daily runs;
- 2) How data from the driver manifest is to be entered into the system, and how to generate statistical reports;
- 3) Approaches to refining the run structure and scheduling solutions to maximize productivity (for feedback to schedulers and scheduling supervisors and if applicable dispatch staff);
- 4) The dispatch component of Trapeze (for dispatchers and dispatch supervisors), radio log and other electronic communication equipment.
- 5) Contractor will be responsible for supplementing all training to ensure all employees reach proficiency in their assigned positions for service operations.

**15.6 Mobility Center Training**

All office staff shall participate in an on-site review of the Paratransit Eligibility Center and understand the aspects of the process to answer general questions from drivers and customers.

All employees shall receive training in customer relations using a recognized national program on this topic. This session should focus on the basic components of quality customer service. Specific instruction in responding to possible customer issues and concerns and avoiding conflicts shall be included.

**15.7 Customer Service Training**

All staff who may potentially be relating service information to customers must become proficient in:

- 1) Intervention and advocacy for persons with disabilities.
- 2) Improving customers' efficient use of the service;
- 3) Assessing the changing needs of customers;
- (4) Documenting, responding to and resolving passenger or Driver concerns.

Specific training for staff that may be used for customer service functions shall build on the “Service Policy and Procedures” training noted above and shall focus in detail on policies and procedures related to: how to become eligible for the service; the concept of “conditional” “temporary” and “unconditional” eligibility; how to make a trip request; when and where a customer may travel; transfer policies for longer and inter-area trips; when to be ready (the definition of the “Ready Time” and “Ready Window”); the level of driver assistance that is provided; the payment of fares; the concept of ridesharing and its impact on ride time; what constitutes an excessive ride time; when and how to cancel a trip; what constitutes a no-show; a cancel at door or what constitutes a missed trip; and “Where’s My Ride?” calls.

### **15.8 Customer Support Feedback procedures and training**

UTA currently uses the TransTrack customer feedback tracking software to record and track all service concerns received by passengers and drivers. This training shall focus on how to use of the software to investigate, report back and close all concerns UTA receives. UTA recognizes this is important step to measure how well the services are being provided and address any gaps or implement any improvements. All employees who will be assigned to use the TransTrack system must be proficient in its use. UTA will conduct training and the Contractor will be responsible to ensure each employee is attends. See SOP “SSBU Customer Care Department 001.0 in Exhibit M. UTA’s expectation is to respond and close all customer concerns within a 5-day timeline, unless there are extenuating circumstances. All driver service concerns must be complete in all required information and delivered to UTA by the next day for review.

## **16. Vehicle Inspection and Maintenance**

UTA’s Preventive Maintenance Program is found in Exhibit D and D-1 through D-16.

### **16.1 Spill Response Reporting**

Contractor shall immediately clean up and report any hazardous waste or material which when spilled becomes a hazardous waste generated by service vehicles. UTA’s Spill Response and Reporting Standard Operating Procedures can be found in Exhibit B-5.

## **17. Auditing**

UTA may choose to perform a pre-audit review of the Contractor’s driver manifests that have been submitted as back-up in support of the monthly invoice. The pre-audit review will check for missing information about each run and trip and compare the run-level information against the invoice. If the pre-audit reveals any problems, the operations Contractor will be notified and may elect to have the package returned prior to a full, detailed review (see below). If there is key information missing or incorrect, the Contractor will be notified that payment will be withheld pending the supply or correction of the information. If the information reviewed in the pre-audit is correct, payment to the Contractor will be authorized. Subsequent payment adjustments will be based on a full review.

### **17.1 Dispatch Monitoring (If awarded contact with 10A Dispatching requirement)**

UTA may randomly visit the Contractor's facility to observe the Contractor's dispatch staff. Based on observations, UTA will prepare a report that shows the number of on-site observations and identifies the outcome of each on-site observation, i.e., whether the staff performance was: (a) acceptable; (b) unacceptable, with re-training recommended; (c) unacceptable, with suspension recommended; or (d) unacceptable with removal recommended.

### **17.2 Operations Monitoring**

UTA will review Contractor monthly service performance reports to ensure that service performance is meeting the stated minimum service performance standards (See Exhibit A-5 and Exhibit C).

UTA may also: (1) check Contractor records to determine whether new drivers have the required qualifications; and (2) check service records to ensure that all drivers providing services have had the required training.

The Contractor will perform road checks where driver performance (e.g., whether the driver was speeding or failed to obey a traffic sign or signal, or failed to properly use accessibility/securement equipment) and vehicle condition (e.g., cleanliness, working condition of accessibility/securement equipment) can be observed.

The Contractor will prepare a report showing the number of on-street observations and prepare a report which presents the outcome of each on-street observation, i.e., whether the driver performance was: (a) acceptable; (b) unacceptable, with driver re-training recommended; (c) unacceptable, with driver suspension recommended; or (d) unacceptable with removal recommended; and whether the vehicle was in proper working order and clean.

## **18. Complaint Management and Resolution**

UTA's complaint management process has three (3) main purposes. The first is to provide a means for feedback between staff and customers, in order to improve the customer's experience with the system and improve the performance of the system. The second is to alert management to any potential problems before they become safety hazards or persistent service problems. The third is to record and catalog complaints, so that management and consumers have a means of tracking trends.

The process is as follows:

Customers wishing to register a complaint are directed to call the UTA Customer Care Department. UTA will take all concerns and enter them into a database, forwarded electronically or via fax to the Contractor for the response from the Contractor and/or driver, and the resolution.

- 1) Complaints relating to the Contractor will then be forwarded to the Contractor. The Contractor will research the complaint. A verified complaint is one that clearly violates established policies or procedures. The Contractor will be required to respond by telephone to the customer within five (5) business days. If the Contractor cannot respond within that time frame, the Contractor must request a time extension from UTA (if a time extension is granted, the Contractor must call the customer to tell them that a response will be delayed, and to estimate when the response will be forthcoming). The Contractor shall document the response in UTA's customer complaint system forwarded by UTA and respond electronically or by fax that response to UTA. All complaints, whether verified or unverified, shall be documented in UTA's concern system, and maintained on site by UTA.
- 2) In all instances, service complaints involving an issue of safety or wellbeing of a rider must be reported to UTA immediately. Further investigation may be handled directly by UTA, depending on the circumstances.
- 3) The Contractor shall contact the customer with a findings and resolution within five (5) days of receipt of the concern.

#### **19. Incident Reporting (Non Injury)**

The Contractor shall document any difficulties experienced in transporting riders, whether related to safety, behavior, hygiene, wrong mobility aid, driver manifest, fare dispute, system issues or other reasons, by completing and submitting UTA's Paratransit Block Sheet for Block Number Exhibit I-1, as soon as possible, but not more than one (1) day following the incident. Severe difficulties requiring immediate attention should be telephoned to UTA's Paratransit Concerns Department at (801) 287-5359. UTA reserves the right to determine whether corrective or disciplinary action, up to and including suspension and termination of service for riders, is warranted and, as appropriate, inform the Contractor of the decision or course of action to be taken.

Operators are to refrain from speaking to anyone concerning an accident or similar incident besides police, Contractor supervisory personnel, or designated UTA staff.

#### **20. Accident Reporting (If Option 10A is awarded in the contract)**

The Contractor shall immediately report any accidents or incidents involving injury, even minor injury, to riders, drivers or others, and damage to vehicles and property while the vehicle is in service to UTA by calling UTA's Radio Control Center at (801) 287-2853/2854. The Contractor will also be required to log all Incidences/Accidences in the UTA's Electronic Radio Control Log if applicable See Exhibit J. For riders, due to their disability, cannot contact someone to inform them they will be delayed, the Contractor must notify rider's caregiver of any accident/incident occurred when the rider was on board the vehicle to prevent panic or concern in case of delay or incident reporting by the rider.

Operators are to refrain from speaking to anyone concerning an accident or similar incident besides police, Contractor supervisory personnel, or designated UTA staff.

**21. Accident Reporting (If Option 10B is awarded in the contract)**

The Contractor Operator shall immediately report any accidents or incidents involving injury, even minor injury, to riders, drivers or others, and damage to vehicles and or any property while the vehicle is in service to UTA by calling UTA’s Dispatch Center Office by using the in vehicle communication system and adhering to Emergency Protocol. In the advent the communication system is not working the operator is to call 801-287-2853/2854. The operator will follow all instructions given to them by the Dispatch Office Center Staff.

Operators are to refrain from speaking to anyone concerning an accident or similar incident besides police, Contractor supervisory personnel, or designated UTA staff.

**22. Customer Surveys and Ride Checks**

UTA may periodically conduct a rider survey to gauge customer satisfaction. Responses will provide a “reality check” on the accuracy of the data being reported by the Contractor. The survey will also elicit perceptions of and attitudes toward different components of the system. Depending on the level of customer satisfaction, UTA may also retain the services of a third-party to conduct ride-checks incognito.

**23. Performance Measurement**

UTA will evaluate Contractor performance on a monthly basis, focusing on the service performance measures identified in Exhibit A-5 and Exhibit C.

**24. Definitions**

**Accident:** As defined by FTA, in connection with a UTA services.

**ADA:** Americans with Disabilities Act (ADA) of 1990 and CFR 49 Subtitle A Part 37.

**ADA Complementary Paratransit Service:** Demand-responsive, ride-shared transportation provided to persons with disabilities by transit agencies under the terms and conditions of U.S. Department of Transportation and U.S. Department of Justice regulations.

**Add-On Trip:** Any trip that was not part of a drive’s original manifest and was dispatched to a driver.

**Advance Reservation:** An advanced reservation is a reservation service. It is suggested the customers call as early as seven (7) days prior to their trip and as late as one (1) days in advance to schedule their trips up to 5:00 pm the day before the trip is requested.

**Ambulatory:** Any customer who is able to board, be transported in, and exit an ambulatory-only vehicle with minimal assistance from the driver.

**Cancellation:** Customers are allowed to cancel trips two (2) hours or more before a scheduled trip without negative consequences; these cancellations shall be referred to as “on-time cancellations” Any cancellations made less than 2 hours before a scheduled trip shall be referred to as “late cancellations.”

**Completed One-Way Passenger Trip:** A one-way trip performed by the provider in accordance with policies and procedures for an approved customer for a specific origin to destination. PCAs and companions are counted in a separate ridership category.

**Daily Manifest:** Scheduled service developed daily showing each scheduled Paratransit trip for a given day of service for both repetitive and individual trips. At the discretion of UTA the manifest can be displayed electronically or printed on paper.

**Dispatch/Dispatchers:** The operational function and the person(s) responsible for job duties which include radio dispatch of and communication with Paratransit drivers, support of the daily service delivery of the Daily Manifest, assigning trips/runs to runs performed by assigned driver and ensuring no Missed Trips and On Time performance measures are being met.

**Curb to curb:** Curb-to-curb Paratransit services are provided to all UTA customers for all contracted services unless otherwise specified.

**Driver Assistance:** The driver is required to offer, and if passenger accepts, provide assistance in guiding UTA passengers between the vehicle and scheduled building entrance with the following limitations: Drivers may not enter any area of a home or apartment. Drivers may never lose sight of a Paratransit vehicle or leave a vehicle unsupervised with passengers aboard. Drivers are not to carry passenger’s personal belongings/bags.

**Drop-Off Window:** Defined as the time period that a Paratransit vehicle should arrive at a scheduled location. UTA defines its drop-off window as a thirty (30) minute window of time during which their scheduled drop-off will occur.

**Eligible Riders:** all passengers listed on the drivers' daily manifest, compiled by UTA and provided to the provider, shall be deemed as eligible and receive UTA contract trips.

**ETA:** A vehicle's estimated time of arrival to an origin or destination.

**Fare Policy:** The ADA requires that ADA Paratransit fares not exceed twice the cost of a full fare ride on UTA's local fixed route bus service. Companions pay the same fare as the eligible passenger they are accompanying. PCA's do not pay fare. The required fare will be listed on the trip manifest in the trip detail.

**FTA:** The Federal Transit Administration.

**Companions:** A non-ADA eligible fare paying passenger riding with an ADA eligible customer from the same trip origin to the same destination. One companion may accompany the ADA eligible passenger on each leg of a scheduled trip. More than one paying companion may be scheduled on a space available basis as determined at the time of the reservation. The companion pays the standard passenger fare for each trip.

**Holidays:** There are nine official UTA holidays that the provider may operate on a Saturday/Sunday schedule: New Year's Day, President's Day, Memorial Day, Independence Day, 24 of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. The provider will be given a yearly calendar identifying specific service delivery requirements and will be required to staff for all duties during regular business hours on holidays.

**Incident:** Any non-vehicular occurrence outside the normal which occur in connection with a UTA trip (i.e. wheel comes off the wheelchair); any vehicular damage not defined above as an "accident"; any bodily injury that is not received during a defined accident.

**Key Personnel:** General Manager, designated Project Manager, Personnel Manager, Operations Manager (including scheduling/routing and dispatch managers), Customer Service Manager, Account Manager, Administration, Driver Trainer, Safety/Risk Manager and Systems Manager or similar positions over a functional aspect of the UTA service contract.

**Late Trip:** A Paratransit trip is considered "late" if the vehicle arrives more than thirty-five (35) minutes after the scheduled pick up time or outside of a scheduled window.

**Late Cancellation:** A late cancellation occurs when the schedule trip is canceled by the rider less than two (2) hours before the scheduled pick-up-time.

**Missed Trip:** A missed trip occurs when the Provider's vehicle does not arrive to pick up the UTA passenger within thirty-five (35) minutes of the scheduled time and **does not** transport the passenger for the trip. All Miss Trips must be tracked and recorded in accordance with UTA policy.

**Missed Trip But Transported:** A Missed Trip But Transported occurs when the Provider's vehicle does not arrive to pick up the UTA passenger within thirty-five (35) minutes of the scheduled time and **does** transport the passenger for the trip. All Miss Trips must be tracked and recorded in accordance with UTA policy.

**Mobility Center trip:** Scheduled trips to transport a rider to/from UTA's Eligibility Center. These rides do not require a fare.

**Multi-Loading (Shared Rides):** Coordinated or co-mingled demand-responsive service; public paratransit service in which passengers with different origins and/or destinations share the same vehicle, as opposed to exclusive ride service.

**No Show:** A passenger is considered a No Show if they are neither in the vehicle nor outside the building in route to the vehicle within five (5) minutes of the vehicle's on-time arrival at the pick-up location. Providers must wait five (5) minutes after arrival at the pick-up location for the customer to appear at the designated pick-up location. If the customer does not appear within this time frame, the customer is considered a "No Show". The Paratransit Driver must call dispatch before leaving the location of the No Show. Provider will record all "no shows." In accordance with UTA policy

**Non-Ambulatory:** Any customer who uses a mobility device that requires a tie-down on the vehicle.

**National Transit Data (NTD) Reporting and Other Miscellaneous Reports:** UTA requires that Providers collect and maintain all data required by the National Transit Database (NTD) related to the provision of Paratransit service per ADA. UTA reserves the right to establish a reporting process for and to specify the data to be collected and maintained by the Provider.

**On-Time Window:** All eligible Paratransit customers are currently given a specified thirty (30) minute window of time during which their scheduled pick-up will occur. The current pick-up window is 10 minutes prior and 20 minutes after the scheduled time. Providers shall track all trips that begin outside this window daily. When a passenger reserves a trip, and they indicated a appointment time for arriving at the destination, on-time arrival at the destination will also be a measure of on-time performance for that trip.

**On-Time Performance:** The timeliness of the provider for each scheduled pick up within the negotiated ready window. UTA's current ready window is 10 minutes before or 20 minutes after a schedule time for each passenger trip. Providers must arrive within the Ready window for each trip. When a passenger reserves a trip, and they indicated a appointment time for arriving at the destination, on-time arrival at the destination will also be a measure of on-time performance for that trip.

**Paratransit Drivers:** Individuals who are employed or contracted by the Provider to operate assigned vehicles for this service. Paratransit Drivers must meet eligibility and training requirements for operating such vehicles in compliance with UTA, UDOT, USDOT, county and city regulations as applicable.

**Paratransit Passenger:** An individual who meets UTA's contracted service eligibility criteria and is transported by a contracted paratransit Driver. Companions (fare paying) and PCA's (non-fare paying) are to be counted separately, not as paratransit passengers.

**Paratransit Service Area:** Designated service area is defined in the service area maps. UTA reserves the right to expand or shrink service areas as outlined in ADA requirements

**Passengers per Vehicle Revenue Hour:** Calculated by dividing all completed one-way paratransit passenger trips by the number vehicle revenue hours.

**Pattern of Behavior** a repeated or reoccurring behavior, trend or occurrence executed 3 or more times.

**Personal Care Attendant (PCA):** UTA approves a PCA to assist the customer to perform tasks the customer is unable to perform safely and effectively without assistance due to their disability. Assistance is not always needed during a Paratransit trip but may be needed at the trip origin or

destination. UTA will inform the Provider which passengers have been approved for a PCA. PCA's do not pay fare for a paratransit trip when the PCA is accompanying a paratransit passenger between the same trip origin and destination.

**Premium Service:** A higher level of service than public transportation typically provides. None of the UTA contracted services at the time are premium services.

**Providers:** Means the individual, firm, company, corporation, partnership, or association executing the Contract as an entity providing the services specified in this RFP.

**Provider Supplied Vehicles:** Any vehicle supplied by Provider for use in the provision of UTA's Paratransit service.

**Revenue Hours (Vehicle):** The hours that the vehicle travels while in revenue service. Vehicle revenue hours (VRH) include the hours from revenue service only. Vehicle revenue hours exclude; deadhead, driver training, and maintenance testing.

**Revenue Miles (Vehicle):** The miles that the vehicle travels while in revenue service. Vehicle revenue miles (VRM) include the miles from revenue service only. Vehicle revenue miles exclude; deadhead, driver training and maintenance testing.

**Revenue Service:** Any vehicle or driver receiving payment for providing transportation.

**Revenue Vehicle:** Any vehicle utilized by the Provider to provide services to eligible passengers.

**Peak Rush Hour:** Peak Rush hour is defined as the time being between 07:00 to 09:30 and 14:00 to 1800 weekdays.

**Seamless Transfer** When a Paratransit passenger is required to transfer from one vehicle to another. The transfers could involve transferring to/from a paratransit vehicle, a fix route vehicle, a Route Deviation vehicle, street car or trolley vehicle, passenger vehicle, Trax car or Frontrunner rail car. The driver for the paratransit rider will ensure the transfer is seamless to the passenger, ensuring the connections for the transfer is without difficulty.

**Service Performance Standards:** Criteria established by UTA for service delivery. Every effort must be made by the provider to meet these standards. The assessment of liquidated damages will be based on the provider's ability to meet these standards. Contract extensions may also be based on provider's ability to meet the standards.

**Sticker:** Medicaid sticker presented to driver at time of ride. All stickers must have a valid date and be used for medical trips only. All stickers must be safeguarded, logged per UTA policy and return the UTA for Auditing purposes.

**Supplier:** The Supplier refers to the individual, entity, firm, company, corporation, partnership, or association contracted to provide the services for UTA defined within this RFP.

**Ticket:** One of the tickets sold by UTA for use by Paratransit eligible persons in lieu of paying cash fare. 10-Ride tickets are currently sold by UTA exclusively for paratransit trips. All tickets returned to UTA.

**Trip:** The act of transporting one person from one predetermined location to another.

**Unscheduled/Open Trips:** These are confirmed trip reservations that cannot be routed with a scheduled driver the night before the trip. All unscheduled/open trips must be performed to prevent them from becoming missed trips, which are not allowed.

**Will-call Trips:** Additional trips assigned to service provider the day of service from UTA. Example; trips that need to be rescheduled at a different time or added to a same day schedule at the discretion of UTA. All trips will be under the service delivery standards

## **EXHIBIT B-2**

### **SOUTHERN SERVICE AREA, SERVICE DAYS AND HOURS, FARE, AND INTER-COUNTY TRANSFER LOCATION**

#### **Southern Service Area**

##### **1. Service Area**

In accordance with the Americans with Disabilities Act (ADA) the Contractor shall provide service for trips originating within (and returning to) the shaded area shown in Figure B-2. Contractor may provide service originating within and returning to other (non-shaded) areas, but only upon a specific request from UTA.

Service assignments are not exclusive, as there may be other service providers assigned to the same areas.

##### **2. Service Days and Hours**

Southern Service Area service hours are subject to change but are currently as follows:

- Monday through Friday 4:00 a.m. to 1:45 a.m.
- Saturday 5:30 a.m. to 11:00 p.m.
- Sunday 8:30 a.m. to 8:00 p.m.

The Authority observes nine (9) holidays. New Year's Day, President's Day, Memorial Day, Independence Day, Pioneer Day (July 24th), Labor Day, Thanksgiving, the day after Thanksgiving and Christmas. If the holiday falls on a Sunday, the Authority typically observes the holiday the following Monday with its associated service level. The Authority currently operates Saturday service schedule on select holidays except New Year's Day, Thanksgiving Day and Christmas Day, but may elect to operate full, reduced or no service at its discretion.

The Contractor shall operate service on the same days as the Authority operates and as scheduled by the Authority.

##### **3. ADA Paratransit Fare**

The ADA paratransit fare for the Southern Service Area will be established by the Authority. The second leg of any inter county trip is free. Fares must be paid for in cash (exact change only), paratransit coupon, or Medicaid stickers for qualified trips.

##### **4. Inter-County Transfer Point**

The inter-county transfer point will be 12101 South Factory Outlet Drive, Draper, UT (Factory Outlet parking lot), or any locations designated by the Authority.

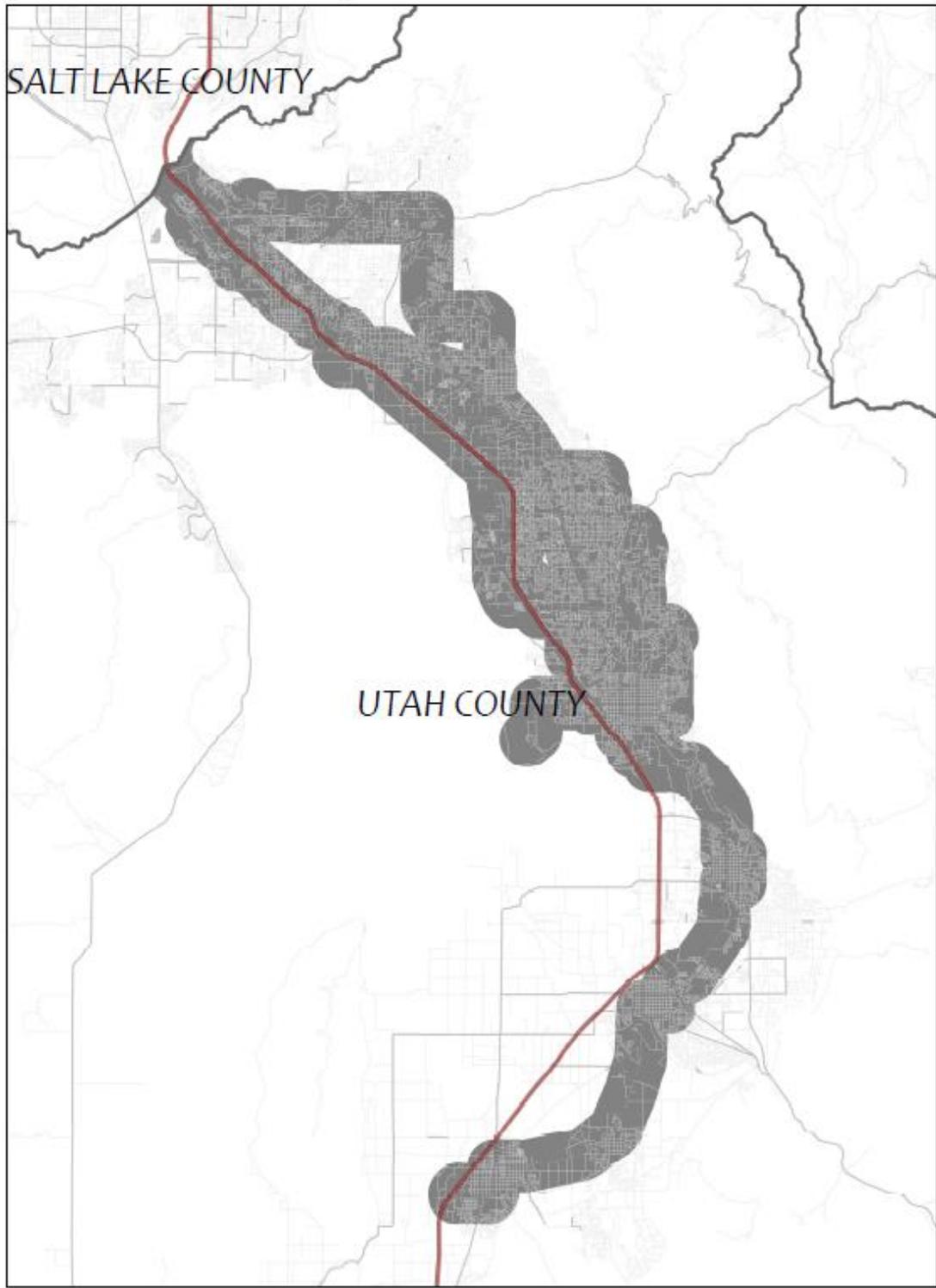
##### **5. UTA Mobility Center**

4384 South 50 West  
Murray, UT 84107  
801-287-2263

**Southern Service Area Map**

**Utah County**

# Utah County Paratransit Service Area



## Exhibit B-4

### Vehicle list for southern service area current as of June 2019

	Vehicle Number	VIN Number	license no	Make	Mdl Yr	Odometer reading
1	12229	1GB6G5BL3C1185917	206891EX	Chevy 4500 Express Cutaway	12	137,142
2	12230	1GB6G5BL2C1187206	512606EX	Chevy 4500 Express Cutaway	12	146,450
3	14205	1GB6G5BL8F1112062	210487EX	Chevy 4500 Express Cutaway	14	91,225
4	14206	1GB6G5BL0F1111925	210488EX	Chevy 4500 Express Cutaway	14	92,281
5	14207	1GB6G5BL3F1112129	210489Ex	Chevy 4500 Express Cutaway	14	96,608
6	14208	1GB6G5BLOF1111908	210490Ex	Chevy 4500 Express Cutaway	14	81,347
7	14209	1GB6G5BL3G1112003	210491Ex	Chevy 4500 Express Cutaway	14	98,065
8	14210	1GB6G5BLXF1112516	210492Ex	Chevy 4500 Express Cutaway	14	106,715
9	14211	1GB6G5BL0F1112654	210493Ex	Chevy 4500 Express Cutaway	14	106,281
10	15226	1GB6G5BG3F1249722	213336EX	Chevy 4500 Express Cutaway	15	71,813
11	15227	1GB6G5BG8F1249599	213337EX	Chevy 4500 Express Cutaway	15	52,121
12	18227	1FDFE4FS2KDC03846	527457EX	18200 Ford E450 Para	19	8,928
13	18228	1FDFE4FS6KDC03848	527467EX	18200 Ford E450 Para	19	9,540
14	18229	1FDFE4FS1KDC03871	527459EX	18200 Ford E450 Para	19	10,602

Estimates for paratransit contract cost with UVP

We estimate that the growth will be an additional 8 para hours per month (96 per year) year over year, UTA will take over dispatching after year one.

Year	Date range	Fixed price (annual)	Para hours (annual)	Para rate	Para total
Year 1 with dispatching	5-1-20 to 4-30-22	\$ 1,022,400	24920	\$ 36.00	\$ 897,120
Year 2 without dispatching	5-1-21 to 4-30-22	\$ 997,152	25016	\$ 36.40	\$ 910,582
Year 3 increase of 4% or CPI	5-1-22 to 4-30-23	\$ 1,037,038	25112	\$ 38.98	\$ 978,866
Year 4 Increase of 3% or CPI	5-1-23 to 4-30-24	\$ 1,068,149	25208	\$ 40.14	\$ 1,011,849
Year 5 Increase of 2% or CPI	5-1-24 to 4-30-25	\$ 1,089,511	25304	\$ 40.94	\$ 1,035,946
Year 6 Increase of 2% or CPI	5-1-25 to 4-30-26	\$ 1,111,301	25400	\$ 41.75	\$ 1,060,450
Year 7 Increase of 2% or CPI	5-1-26 to 4-30-27	\$ 1,133,527	25496	\$ 42.58	\$ 1,085,620
<b>Grand totals</b>		<b>\$ 7,459,078</b>			<b>\$ 6,980,433</b>

Grand total for 7  
years \$ 14,439,511



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Eddy Cumins, Chief Operating Officer  
**PRESENTER(S):** Eddy Cumins, Chief Operating Officer  
Bryan Sawyer, Manager of Light Rail Technical Services and Quality Assurance

**BOARD MEETING DATE:** May 20, 2020

<b>SUBJECT:</b>	<b>Accident Repair for Light Rail Vehicle 1137 (Siemens Mobility, Inc.)</b>
<b>AGENDA ITEM TYPE:</b>	Expense Contract
<b>RECOMMENDATION:</b>	Approve award and authorize Executive Director to execute contract and associated disbursements with Siemens Mobility Inc. to repair light rail vehicle 1137 in the amount of \$1,503,250.
<b>BACKGROUND:</b>	<p>Light rail vehicle 1137 was involved in an accident October 15, 2018 initiated by a side impact which caused the train to derail and come in contact with an I-beam traction power pole. This impact caused significant structural damage to the vehicle. Due to the nature of the structural damage, a team of engineers from Siemens was contracted to assess if the vehicle was repairable.</p> <p>After engineers from Siemens completed the initial review, it was determined the vehicle could be repaired, but needed to be transported to the Siemens facility to complete a more in-depth investigation as to the extent of the damage. After transport to Sacramento California the vehicle underwent a process where the exterior and roof of the vehicle were removed in order to allow for 3D imaging of the structure. This 3D image was then compared to original manufacturing drawings in order to measure the “out of tolerance” structural members. The completion of the measurement allowed for a detailed bill of material, cost estimate and schedule for the repair.</p>
<b>DISCUSSION:</b>	UTA Staff is requesting approval of contract with Siemens Mobility Inc. to repair light rail vehicle 1137 in the amount of \$1,503,250. After extensive review and testing, it was determined the light rail vehicle could be repaired to OEM specifications and returned to revenue service. This procurement is a sole source selection. As the manufacturer, Siemens Mobility Inc. is the only vendor who has the ownership of the propriety designs, expertise, and knowledge to accomplish this extensive structural repair and return the vehicle to OEM specifications. The estimated time to complete this repair is 18 months.

<b>CONTRACT SUMMARY:</b>	Contractor Name: Siemens Mobility Inc.	
	Contract Number: 20-03235	Existing Contract Value: N/A
	Base Contract Effective Dates: June 2020 – Nov 2021	Extended Contract Dates: N/A
	Amendment Amount: N/A	New/Total Amount Contract Value: \$1,503,250
	Procurement Method: Sole Source	Funding Sources: Insurance recovery and local funding
<b>ALTERNATIVES:</b>	Without repairs, this light rail vehicle cannot be used for revenue service. The other alternative would be to replace the vehicle at a cost of \$4,000,000 to \$5,000,000 depending on build cycle.	
<b>FISCAL IMPACT:</b>	The repair cost is budgeted in the five-year capital plan.	
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• Contract</li> </ul>	

## LIGHT RAIL VEHICLE REPAIR SERVICES AGREEMENT

This Light Rail Vehicle Repair Services Agreement (the “**Contract**”) is hereby entered into by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“**UTA**”), and SIEMENS MOBILITY INC., a Delaware corporation having an office located at 7464 French Road, Sacramento, California 95828 (“**Contractor**”). UTA and Contractor are hereinafter collectively referred to as “**parties**” and either may be referred to individually as a “**party**,” all as governed by the context in which such words are used.

### RECITALS

A. UTA Vehicle Nos. 1137 (the “**LRVs**”) sustained substantial physical damage and require comprehensive repairs;

B. Contractor has completed detailed damage inspections and prepared proposed repair plans for the LRVs as set forth in Exhibits A-1; and

C. UTA and Contractor have agreed to not-to-exceed prices (based on materials unit prices and established labor rates) for the services described in Exhibits A-1; and

D. UTA and Contractor have agreed to the following terms and conditions regarding the manner in which the services set forth in A-1 (the “**Work**”) will be performed.

### AGREEMENT

Therefore, the parties agree as follows:

**1. Scope of Work; Standard of Care.** The “**Work**” is generally described in A-1 as to the condition of damage of the vehicle that falls outside of original manufacturer specifications. The final product will be the repair of the vehicle’s structure to original manufacturer specifications, and shall be further defined and detailed in complementary drawings, product data and descriptions and other submittals documents furnished by Contractor from time-to-time in accordance with the Contract and approved by UTA. Contractor shall perform the Work in accordance with the Contract Documents and applicable industry standards, and in full compliance with all applicable laws, regulations and permits.

**2. Schedule.** Contractor shall commence the Work after the execution of this Contract and shall achieve Substantial Completion of the Work in accordance with the agreed upon Schedule in Annex 3. As used herein and in the General Conditions, the term “**Schedule**” shall refer to the dates set forth above, as well as any baseline critical path schedule, Gantt chart or other scheduling documentation prepared by Contractor (to describe Contractor’s plan to complete the work by required dates) and approved by UTA. Time is of the essence with respect to the completion dates.

- a. **Amendment to GC 5.11 Delays and Extension of Time.** The worldwide outbreak of the coronavirus disease (“**COVID-19**”) may affect usual business activities and/or the execution of work under this offer. As the impacts from COVID-19 are continuously changing, their impacts on the Contract are unknown at this time. To avoid potentially unnecessary contingency, matters such as procurement lead-time, delivery date, resources, and schedule are provided without consideration of impacts from COVID-19 other than as specifically set out in the Contract. Siemens (“**Contractor**”) is closely monitoring the development of COVID-19 and its associated impacts, and will endeavor to inform UTA of the impacts that COVID-19 has or may have on the Contract. If required to overcome the consequences directly or indirectly caused by the outbreak of COVID-19, Contractor reserves the right to propose an adjustment to its obligations related to schedule, price, or any other reasonably required

adjustments of the Contract, including postponing activities/deliveries to the extent the Contractor's ability to repair or deliver is impacted. UTA's approval shall not be unreasonably withheld.

The foregoing provision shall form an integral part of any contract resulting from this offer and shall take precedence over any other terms and conditions of the Contract, which may otherwise be applicable to the subject matter described in the provision, including, but not limited to, GC 5.11.

**3. Price and Payment.** As full compensation for completing the Work, UTA shall pay Contractor in accordance with the unit prices and labor rates detailed in Exhibits B-1, and subject to the not-to-exceed caps set forth therein (the "**Contract Price**"). Payments shall be made in accordance with the following milestones (such milestones to be applied separately to each LRV):

Milestone 1 - Bill of Materials Ordered: 20% of the Estimated Contract Price.

Milestone 2 - LRV Structure Repair: 30% of the Estimated Contract Price.

Milestone 3 - Car Body Repair: 30% of the Estimated Contract Price.

Milestone 4 – Completion of Commissioning of LRV and Final Acceptance: Balance of the Contract Price.

Payment terms shall be in accordance with the General Conditions.

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

(1) All written amendments and Change Orders to this Contract executed in accordance with the General Conditions attached as Exhibit C;

(2) The terms and conditions of this Contract, including the exhibits attached hereto; and

(3) Applicable provisions of UTA's Construction Safety and Security Program Manual attached as Exhibit D;

(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 Work. 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 Contract, 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 Contract. If the Contractor becomes aware of a Discrepancy, the Contractor shall immediately notify UTA's Engineer of that Discrepancy in writing. UTA's Engineer shall promptly resolve the Discrepancy in writing. Contractor's failure to promptly notify UTA of an apparent discrepancy will be deemed a waiver of Contractor's right to seek an adjustment of the Contract Price and Schedule due to the discrepancy.

(e) The Contract Documents form the entire contract between UTA and the Contractor and by incorporation in this Contract are as fully binding on the parties as if repeated in this Contract. 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.** UTA designates Bryan Van Sawyer as its Engineer. Contractor designates Alexander Ossa as its Project Manager.

**6. 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: Bryan Van Sawyer  
2264 South 900 West  
Salt Lake City, UT 84119

With a required copy to:

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

If to the Contractor:

Alexander Ossa  
5301 Price Ave.  
McClellan, CA 95652

(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.

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

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

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

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

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

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

**13. Counterparts.** The parties may execute this Contract 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.

**14. Effectiveness; Date.** This Contract will become effective when all parties have fully signed it. The date of this Contract 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 Contract on the date stated opposite that individual's signature.

**UTAH TRANSIT AUTHORITY:**

**SIEMENS MOBILITY INC.:**

By \_\_\_\_\_ Date: \_\_\_\_\_  
Carolyn M. Gonot  
Executive Director

By \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
D. Eddy Cumins  
Chief Operating Officer

By \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to Form and Content

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

Michael Bell  
Assistant Attorney General  
UTA Counsel



## **UTAH TRANSIT AUTHORITY**

**669 West 200 South  
Salt Lake City, UT 84101**

### **UTA Vehicle Repairs LRV #1137**

**20-03235**

**March 11, 2020  
UTA Vehicle Repairs  
20-03235**

## TABLE OF CONTENTS

<b>GC 1.00</b>	<b>TERMS AND DEFINITIONS .....</b>	<b>3</b>
<b>GC 2.00</b>	<b>SCOPE OF WORK.....</b>	<b>4</b>
GC 2.01	GENERAL.....	4
GC 2.02	INTENT OF CONTRACT.....	4
GC 2.03	CHANGES TO SCOPE OF WORK .....	4
GC 2.04	WARRANTY OF WORK .....	6
<b>GC 3.00</b>	<b>CONTROL OF THE WORK.....</b>	<b>8</b>
GC 3.01	UTA INSPECTORS .....	8
GC 3.02	UTA INSPECTION, SAMPLING AND TESTING .....	9
GC 3.03	PROJECT MANAGER .....	9
GC 3.04	CONTRACTOR SUBMITTED DRAWINGS, PRODUCT DATA, SAMPLES AND SUBMITTALS .....	9
GC 3.05	CONTRACT RECORDS .....	10
GC 3.06	CLAIMS.....	10
<b>GC 4.00</b>	<b>MATERIALS .....</b>	<b>12</b>
GC 4.01	GENERAL.....	12
GC 4.02	UTA-FURNISHED MATERIALS.....	12
GC 4.03	HANDLING AND STORAGE OF MATERIALS .....	12
<b>GC 5.00</b>	<b>LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC.....</b>	<b>13</b>
GC 5.01	COMPLIANCE WITH LAWS AND REGULATIONS.....	13
GC 5.02	TAXES.....	14
GC 5.03	LIENS PROHIBITED.....	14
GC 5.04	INDEMNIFICATION.....	14
GC 5.05	INSURANCE.....	14
GC 5.06	INTELLECTUAL PROPERTY.....	16
GC 5.07	OWNERSHIP OF WORK AND MATERIAL .....	17
GC 5.08	CONFLICT OF INTEREST.....	17
GC 5.09	SAFETY AND PROTECTION .....	17
GC 5.10	TIME OF COMPLETION .....	19
GC 5.11	DELAYS AND EXTENSION OF TIME.....	19
GC 5.12	SUSPENSION OF WORK .....	19
GC 5.13	SUBCONTRACTORS AND SUPPLIERS.....	20
GC 5.14	SUBCONTRACT PROVISIONS .....	20
GC 5.15	DISPUTE RESOLUTION.....	20
GC 5.16	TERMINATION IN THE PUBLIC INTEREST .....	21
GC 5.17	TERMINATION FOR DEFAULT .....	22
<b>GC 6.00</b>	<b>PAYMENT .....</b>	<b>23</b>
GC 6.01	PAYMENT PROCEDURES .....	23
GC 6.02	FINAL COMPLETION AND FINAL PAYMENT .....	24

## TECHNICAL PROVISIONS

### GC 1.00 Terms and Definitions

- A. **“Change Order”** - A written document signed by UTA, issued to the Contractor which alters the scope of the Work to be performed by the Contractor, changes the Schedule of the Work, increases or decreases the Contractor's compensation, or makes any other change to the Contract.
- B. **“Change Request”** - A document issued by the Contractor requesting that a Change Order be issued.
- C. **“Conditional Acceptance”** - A written certificate issued by UTA, acknowledging that an LRV delivered by the Contractor has reached Substantial Completion and is accepted by UTA, subject to the completion of the open items identified in such notice. Such notice shall include owner supplied materials.
- D. **“Contract”** - The written agreement covering the performance of the work and the furnishing of shipping, labor, materials, tools and equipment in the construction of the work.
- E. **“Contractor”** - Any individual, partnership, corporation, or combination, thereof, entering into this Contract for the performance of the Work required by the Contract.
- F. **“Engineer”** - UTA's authorized representative charged with the administration of this Contract.
- G. **“Final Acceptance”** - With respect to any individual LRV, a written certificate issued by UTA acknowledging that the Contractor has completed all open items and fulfilled all of its obligations with respect to such LRV.
- H. **“Final Completion”** - Final Completion of the Work will occur when each of the LRVs has reached Final Acceptance and when the Contractor has delivered written releases of liens from all subcontractors and suppliers.
- I. **“LRV”** - Each UTA light rail vehicle to be repaired in accordance with the Contract.
- J. **“Materials”** - All materials, equipment, systems, components, parts, and other items to be incorporated into the LRV by Contractor as part of the Work.
- K. **“Product Data”** - Written or printed descriptions, illustrations, standard schedules, performance charts, instructions, brochures, diagrams, software or other information furnished by the Contractor to describe Materials to be used for some portion of the Work.

## TECHNICAL PROVISIONS

- L. **“Scope of Work”** - The attachment to the Contract which defines the scope and requirements for the Work to be performed by Contractor
- M. **“Substantial Completion”** - The completion of all Work in accordance with all the conditions specified in the Scope of Work as included in A-1 subject to punch-list items agreed between the parties.  
  
UTA will acknowledge the Substantial Completion of each LRV by issuing a separate certificate of Conditional Acceptance.
- N. **“UTA”** - Utah Transit Authority.
- O. **“Work”** - Furnishing of all of the supervision, labor, Materials, equipment, software, services, and incidentals necessary to complete any individual repair item identified in the Scope of Work.

### GC 2.00 Scope of Work

#### GC 2.01 General

- A. The Contractor shall perform the Work described in the Scope of Work in strict accordance with the Contract. Except for items specified to be provided by UTA under the Contract, the Contractor shall provide and pay for all supervision, labor, Materials, tools, equipment, machinery and any other costs necessary to complete the Work.

#### GC 2.02 Relationship of Contract Documents

- A. The Contract Documents referenced in the Contract are essential and a requirement occurring in one is as binding as though occurring in all.
- B. The Contractor shall notify UTA immediately of any ambiguity or conflict, within or between documents, any error, omission, lack of necessary detailed description, or a detail which is a potential code violation which is discovered in the Contract Documents and request clarification and direction. UTA will provide clarification and direction as required to fulfill the intent of the Contract Documents.
- C. Proceeding without the required notification and request for clarification or instruction shall be at the Contractor's risk and any work performed may be determined to be non-conforming.

#### GC 2.03 Changes to Scope of Work

##### GC 2.03.01. Contractor Responsibility

## TECHNICAL PROVISIONS

- A. UTA acknowledges that during the course of performance there may be deviations between the Work actually required and the Work specified in the Scope of Work.
- B. After inspection and/or testing and before any additional or differing Work is performed, the Contractor shall provide immediate written notice to UTA of any latent, unknown conditions that were not reasonably identifiable during prior damage inspections performed with respect to the LRVs.
- C. UTA shall investigate the latent, unknown conditions promptly after receiving the notice. If the conditions cause an actual and demonstrable increase or decrease in the Contractor's cost of, or the time required for performing any part of the work under this Contract, an equitable adjustment shall be made under this Section and the Contract modified in writing accordingly.
- D. No request by the Contractor for an equitable adjustment to the Contract for latent, unknown conditions shall be allowed if made after final payment under this Contract.

### GC 2.03.02. Change Orders

- A. UTA may order additions, deletions, or revisions to the Work. Prior to ordering an addition, deletion, or revision, UTA may request that the Contractor submit a proposal for the change. The Contractor shall submit a proposal for the change within 30 calendar days after receipt of UTA's request or such shorter reasonable time as UTA may set forth in its request. The Contractor's proposal for the change must provide UTA with an itemized breakdown of any effects to the Contract Price including, without limitation effects to the following aspects of the Contract Price:
  - 1. Engineering costs;
  - 2. Labor costs;
  - 3. Equipment costs;
  - 4. Overhead and profit; and
  - 5. Materials quantities and unit prices.
- B. The Contractor's proposal for the change must also identify any changes to the Schedule that result from the proposed modification. If UTA orders the Contractor to proceed with the modification, UTA will issue a Change Order modifying the Contract Price, the Schedule, and/or other aspects of the Contract Documents. UTA may order the Contractor to proceed in advance of the execution of a Change Order. In such event, the Contractor shall proceed with the changed Work upon receipt of written notice from UTA to do so. UTA and the Contractor will thereafter negotiate a settlement of the time and cost related impacts of the changed Work.

## TECHNICAL PROVISIONS

- C. The Contractor shall promptly notify UTA, by a written Change Request, when the Contractor receives any direction, instruction, comment, interpretation, or determination from any source which the Contractor believes to constitute a change to the Contract. Such a Change Request must state the following information:
  - 1. The date, circumstances, and source of the direction, instruction, comment, interpretation, or determination; and
  - 2. That Contractor regards the direction, instruction, comment, interpretation, or determination as a change to the Contract.
- D. Such notice must be given to UTA before the Contractor acts on said direction, instruction, comment, interpretation, or determination, and within 10 calendar days after the Contractor becomes aware of the asserted change. The Contractor may request additional time, additional compensation, or both, through a Change Request issued under this Section. For any Change Request which UTA agrees to have merit, UTA will make an equitable adjustment and modify the Contract Documents by written Change Order. The execution of a Change Order by both parties will be deemed as an accord and satisfaction of all potential Claims of any nature arising from or relating to the asserted change.
- E. Any Change Orders issued on a cost reimbursement basis must, at a minimum, comply with the federal cost principles set forth in 48 CFR Part 31. In addition to the general rights to audit and inspect records as set forth in the Contract Documents, UTA will have the specific right to audit all expenditures, payrolls, audited overhead, and other records related to a Change Order issued on a cost reimbursement basis. The Contractor shall use its best efforts to facilitate any such audit of cost records.
- F. Nothing in this provision shall be deemed to require a Change Order when the Contractor performs additional Work as the result of its own estimating, contracting, or engineering error.
- G. In no event shall the Contractor be entitled to compensation for loss of anticipated profits resulting from deletions to the Work.

### **GC 2.04 Warranty of Work**

- A. The warranties set forth in the Contract are in addition to any warranties set forth in statute or imposed by law.
- B. The Contractor provides the following warranties:
  - 1. All Work will conform to the Scope of Work and other requirements of the Contract Documents;

## TECHNICAL PROVISIONS

2. Incorporated Materials will fulfill their design function;
  3. All Work will be free of all patent and latent defects;
  4. Upon completion of the Work, the LRVs will perform satisfactorily and in compliance with applicable legal requirements; and
  5. All Work will be of the quality specified in the Contract, or if no quality is specified in the Contract, be of the best grade and in conformance with the Contractor submittals reviewed and accepted by UTA.
- C. Unless a longer warranty period is identified elsewhere in the Contract, the Contractor will warranty all labor performed and Materials furnished to be free of defects and faults for a period of two years from the date of Conditional Acceptance on a per LRV basis (except that, with respect to components, systems, major assemblies, subassemblies, products, parts, apparatuses, articles and other Materials with identified open items at Conditional Acceptance, the warranty period on such items will not commence until Final Acceptance).
- D. The Contractor's warranties and guarantees will apply regardless of any lesser period of warranty provided by the manufacturer of Materials.
- E. If UTA detects a defect with respect to any Work or Materials supplied pursuant to this Contract within the applicable warranty period, UTA will notify the Contractor within a reasonable time after detection. Within seven calendar days of notification, the Contractor's Project Manager and the Engineer will meet to determine the most appropriate course for the corrective Work and the exact scope of the corrective Work to be performed under the warranty. The Contractor shall redesign, repair, or replace the defect or malfunction to meet the Contract requirements as soon as reasonably possible. The Contractor shall also perform such tests as UTA may require to verify that such redesign, repair, or replacement complies with the requirements of the Contract Documents. In addition to other warranties that may be in effect, the Contractor warrants the redesigned, repaired, or replaced work for a period of one year after the acceptance of the completed corrective work by UTA or for the remainder of the original warranty period, whichever is greater. All costs incidental to such corrective Work will be borne by the Contractor.
- F. To the extent practicable, UTA will allow the Contractor or its designated representative to perform the repair work. All repair work must be performed at a LRV maintenance facility approved by UTA. At its discretion, UTA may perform warranty work if UTA determines the need to do so based on transit needs or other requirements. Any work so performed by UTA must be reimbursed by the Contractor, including the cost of any force account labor supplied by UTA. If UTA performs the warranty-covered repairs, it may correct or repair the defect and any related defects utilizing parts supplied by the

## TECHNICAL PROVISIONS

Contractor. At its discretion, UTA may also use parts available from UTA's stock-on-hand if deemed in UTA's best interest. Reports of all repairs performed by UTA and covered by the warranty must be submitted to the Contractor for reimbursement and replacement of parts on a periodic basis determined by UTA.

- G. The Contractor shall obtain all subcontractor and supplier warranties in the name of UTA and shall deliver the same to UTA; provided, however, that the delivery of such subcontractor and supplier warranties will in no respect relieve the Contractor of its obligations under the preceding warranty provisions. Unless expressly waived in writing by UTA, no subcontractor and supplier warranty will expire prior to the date of expiration of the warranty provided by the Contractor for such item under the Contract Documents. Nor will any subcontractor or supplier warranty contain terms substantially different than as required under this Section. UTA, by accepting the subcontractor and supplier warranties provided by the Contractor, in no respect waives any rights against the Contractor and, should there be a failure of the applicable subcontractor or supplier to honor the guarantee or warranty, UTA may, at its discretion, enforce any such rights against the Contractor. UTA will not be required to perform unusual or extraordinary maintenance or overhauls to keep the warranties in effect. UTA will not be required to purchase spare parts or other replacement Materials from a sole source if such Materials are otherwise available from equal or superior sources.
- H. Nothing in the preceding provisions intends or implies that the Contractor shall be required to warranty items that do not perform satisfactorily because of misuse, abuse, repairs not conducted in accordance with Contractor's clear written recommendations, Contractor's published manuals or because repairs were not performed by personnel adequately trained in accordance with recognized industry standards, or lack of routine maintenance by UTA or from vandalism or accidents.

### GC 3.00 Control of the Work

#### GC 3.01 UTA Inspectors

- A. UTA may designate in writing and utilize one or more inspectors who shall be representatives of the Engineer and who shall have access to the Work at all times wherever it is in preparation or progress.
- B. Inspectors are utilized solely for UTA's benefit, and are not intended as a source of advice for the Contractor's employees or subcontractors.
- C. The inspector has UTA authority to reject defective Work or Work not in conformance with Contract requirements.

## TECHNICAL PROVISIONS

- D. UTA will, when practical, conduct all inspections jointly with the Contractor in a manner that does not unreasonably disrupt the progress of the Work.

### **GC 3.02 UTA Inspection, Sampling and Testing**

- A. UTA may inspect and test all or any part of the Work at any time over and above any testing by the Contractor. Inspection and testing by UTA does not relieve the Contractor of responsibility for the quality and conformance of the Work with Contract requirements.
- B. The Contractor shall give UTA sufficient notice of the location and availability of elements of the Work to allow for inspection, sampling and testing prior to incorporation of Materials or covering of the Work.
- C. UTA may at any time prior to Final Acceptance require the Contractor to uncover portions of the Work for inspection and testing. The Contractor shall restore these portions of Work to the standard required by the Contract. If the Work uncovered does not comply with the Contract, was done without required documentation, or if UTA was given insufficient notice to allow adequate time for inspection, sampling or testing, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered meets Contract requirements and was done with sufficient notice to UTA, the costs of uncovering and restoration shall be paid by UTA.

### **GC 3.03 Project Manager**

- A. The Contractor shall have competent foremen present on the Work at all times during its progress.
- B. The Contractor shall appoint one competent Project Manager who shall have full authority to act on behalf of the Contractor and any or all subcontractors in all matters within the scope of the Contract including execution of Change Orders. The Project Manager or a designated assistant, competent to direct the Work and authorized to act on behalf of the Contractor, shall be present on the job site at all times when work is being performed by the Contractor or a subcontractor of any tier. The Contractor shall furnish UTA with a written confirmation of the Project Manager's authority to act for the Contractor.
- C. If the Contractor wishes to replace its Project Manager at any time during the performance of this Contract, it shall first submit the resume of its new candidate to UTA for UTA's approval and shall not make the substitution without UTA's approval, which shall not be unreasonably withheld.

### **GC 3.04 Contractor Submitted Drawings, Product Data, Samples and Submittals**

## TECHNICAL PROVISIONS

- A. The Contractor shall prepare and deliver to UTA such working drawings, shop drawings, Product Data, samples, or submittals as necessary for performance of the Work or as required by the Contract. All such drawings, documents and samples shall be submitted to UTA in a timely manner and in a sequence that facilitates review and causes no delay in the Work.
- B. Prior to submitting drawings, Product Data, samples, and other documents, the Contractor shall ensure all information upon which a submittal is based complies with all Contract requirements. The Contractor shall also check, coordinate and verify the compatibility of the various required submittals prior to transmitting them to UTA.
- C. Drawings, Product Data, samples, and similar submittals shall not modify any Contract requirement, except as expressly allowed by this Contract. The purpose of their submittal is to demonstrate details that are not fully developed by the Contract Documents or the manner in which Contractor proposes to comply with the Contract.
- D. The Contractor shall not be relieved of responsibility for any deviation or non-compliance from the requirements of this Contract by UTA's review or approval of shop drawings, Product Data, samples, or submittals. The Contractor shall not be relieved of responsibility for errors or omissions in shop drawings, Product Data, samples, or submittals by UTA's review of the submittal. The Contractor shall not deviate from a reviewed shop drawing, Product Data, samples, or submittals without submitting the proposed deviation for UTA's review.
- E. Submittals offered to demonstrate methods, procedures, sequence or durations for performing the Work or to detail temporary elements shall be checked by UTA for compliance with applicable requirements of the Contract. Such checking will not include a detailed analysis of the design or an evaluation of the adequacy of the method, procedure, resource commitments or time allocated for performance.
- F. Submittals which demonstrate that Materials to be used or incorporated in the Work comply with Contract requirements or which establish a level of quality and performance will be reviewed for approval by UTA.

### **GC 3.05 Contract Records**

- A. The Contractor shall keep and maintain comprehensive records and documentation relating to the Work under this Contract, all of which shall be subject to audit in accordance with the Contract. The records shall include, but are not limited to Contract documents, subcontracts, purchase orders, employment records, plans, specifications, addenda, shop drawings, Change Orders, quality control documents, submittals and as-built drawings and records.

### **GC 3.06 Claims**

## TECHNICAL PROVISIONS

- A. It is an express condition of the Contractor's right to make a claim or to receive any recovery or relief under or in connection with the Contract, that the Contractor submit a written Notice of Intent to Claim to UTA in accordance with the provisions of this Section. Failure to comply with the provisions hereof shall constitute a waiver by the Contractor of any right, equitable or otherwise, to bring any such claim against UTA.
- B. The written Notice of Intent to Claim shall set forth:
  - 1. The reasons for which the Contractor believes additional compensation will or may be due;
  - 2. The nature of the costs involved;
  - 3. The Contractor's plan for mitigating such costs; and
  - 4. The amount of the potential claim, or estimate thereof.
- C. The Notice provided above shall be given within 7 calendar days after the happening of the event or occurrence giving rise to the potential claim. If the event or occurrence is claimed to be an act or omission of UTA, notice shall be given prior to commencing the portion of the Work to which such alleged act or omission relates.
- D. The notice requirements of this Section are in addition to any other notice requirements set forth in the Contract.
- E. Within 30 calendar days of the event or occurrence giving rise to the claim, Contractor shall provide any additional detail required for UTA to reasonably ascertain the basis and estimated magnitude of said claim. It will be the responsibility of the Contractor to furnish, when requested by UTA, such further information and details as may be required to determine the facts or contentions involved in said claim. The Contractor agrees to give UTA access to its books, records, accounts and other materials relating to the Work, and shall cause its subcontractors to do the same, so that UTA can investigate such claim.
- F. The Contractor's failure to submit any claim in writing within the relevant time and in the manner prescribed above shall waive any relief that might otherwise be due with respect to such claim. Depending upon the grounds for relief and the nature of relief sought, additional submittals and conditions upon submitting claims may be required elsewhere in the Contract.
- G. Each claim the Contractor may submit for an adjustment on account of delay for any cause shall be accompanied by a revised Schedule reflecting the effects of the delay and Proposals to minimize these effects. If no Schedule has been submitted to UTA reflecting conditions prior to the delay for which relief is sought, then a Schedule so reflecting these conditions shall be prepared and submitted with the claim.

## TECHNICAL PROVISIONS

- H. UTA shall be entitled to a reasonable time, in no case more than 90 calendar days, after it receives each claim in writing and accompanied by supporting documents and evidence, in which to investigate, review and evaluate such claim. When UTA has completed its investigation, review, and evaluation, it will advise the Contractor of the relief, if any, to which it has found the Contractor to be entitled.
- I. In no event shall claims be made after Final Payment is made.
- J. A claim will cease to be a claim if, at any time, a change order or Contract amendment resolving the issue is signed by all parties.

### **GC 4.00 Materials**

#### **GC 4.01 General**

- A. Contractor shall submit to UTA, for approval, a bill of Materials identifying all Materials to be furnished by Contractor in conjunction with the Work. Unless a substitution is specifically approved by UTA, all Materials shall comply with the approved bill of Materials.

#### **GC 4.02 UTA-Furnished Materials**

- A. Materials listed in the Contract as UTA-furnished will be available to the Contractor free of charge at the times and locations indicated in Contract.
- B. With respect to UTA furnished Materials, the Contractor shall:
  - 1. Install and make the Material fully operational, in accordance with the Contract and manufacturer's requirements, including furnishing all incidental parts and Materials, and scheduling inspections and tests.
  - 2. Notify UTA immediately upon discovery of any deficiency or defect in Materials furnished.
- C. All Materials furnished by UTA will remain the property of UTA. All Material will be required to be tracked through the Engineer or designated representative.

#### **GC 4.03 Handling and Storage of Materials**

- A. Materials shall be securely stored, so as to preserve their quality and fitness for the Work. Stored Materials, even though determined acceptable before storage, may again be inspected prior to their use in the Work.
- B. Stored Materials shall be arranged so as to facilitate their prompt inspection.

## TECHNICAL PROVISIONS

- C. Approved portions of the right of way or other UTA property may be available for use by the Contractor at the Contractor's own risk. Any additional space required therefore must be provided by the Contractor at the Contractor's expense.
- D. Private property shall not be used for storage purposes without written permission of the owner or lessee. Any use of private property by the Contractor shall comply with all applicable zoning, land use restrictions, and other regulatory requirements. Copies of such written permission shall be furnished to UTA upon request.
- E. All Materials shall be handled and transported in such a manner as to preserve their quality and fitness for the Work.

### **GC 5.00 Legal Relations and Responsibility to Public**

#### **GC 5.01 Compliance with Laws and Regulations**

- A. The Work performed and LRVs returned by the Contractor must conform and comply with all applicable federal, state, and local laws and regulations. The Contractor acknowledges that it has familiarized itself with all applicable legal requirements and the Contractor agrees to perform the Work in full compliance with such requirements.
- B. The Contractor shall comply with all applicable laws and regulations in effect as of the execution of the Contract without any increase in the Contract Price or adjustment to the Schedule on account of such compliance.
- C. To the extent any change to applicable laws and regulations after the execution of the Contract requires an increase in the Contract Price or adjustment to the Schedule, UTA shall issue a Change Order to account for such change.
- D. The Contractor shall adhere to all applicable federal, state, and local laws and regulations. The Contractor shall be liable for and shall pay all fines, assessments, and other costs resulting from the Contractor's violation of any applicable federal, state, or local laws or regulations.
- E. The Contractor shall not be entitled to any additional compensation or extension of time as a result of the Contractor's violation of applicable legal requirements. If a delay results from such a violation, the Contractor shall be responsible for all costs including, but not limited to, overtime premium associated with regaining the time lost as a result of such delay, and any damages, including liquidated damages, which may result from the Contractor's failure to comply with the Schedule as a result of such delay.

## TECHNICAL PROVISIONS

### GC 5.02 Taxes

- A. Unless otherwise provided in the Contract, the Contractor shall pay all sales, use, and other similar taxes that are enacted as of the effective date of the Contract.

### GC 5.03 Liens Prohibited

- A. The Contractor shall not permit any lien or claim to be filed or prosecuted against UTA, its property or its right-of-way on account of any labor or Materials furnished or any other reason for Work arising out of this Contract. If any lien shall be filed, the Contractor shall satisfy and discharge or cause such lien to be satisfied and discharged immediately.
- B. Payment of Claims by UTA. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, UTA may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor pursuant to this Contract. UTA's payment of a claim under this paragraph shall not relieve the Contractor from responsibility for such claims.

### GC 5.04 Indemnification

- A. The Contractor shall protect, defend, release, indemnify and hold UTA and its officers, employees and agents, including consultants, (collectively "Indemnitees") harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses and suits or actions or proceedings asserted against UTA by third parties, including reasonable expenses, costs and attorneys' fees incurred by the Indemnitees, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of or resulting from the intentional misconduct or negligent acts, errors or omissions of the Contractor in the performance of the Contract, including intentional misconduct, negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers.

### GC 5.05 Insurance

- A. The Contractor is an independent Contractor and is responsible to provide and pay the cost of all its employees' benefits. For the duration of this Agreement, the Contractor shall maintain at its own expense, and provide proof of said insurance to UTA, the following types of insurance:
  - 1. Occurrence type Commercial General Liability Insurance ISO CG001, with an edition date of 11-88 or later, covering the indemnity and other liability provisions of this Agreement, with no exclusions of explosion, collapse,

## TECHNICAL PROVISIONS

underground hazards, or contractual liability for railroads. The limits shall be \$2,000,000 per occurrence with an annual aggregate of \$5,000,000. This coverage shall be amended to show Utah Transit Authority as an Additional Insured by the use of ISO form CG 2033 with an edition date of 07-04.

2. Professional Liability insurance with the following limits and coverage:
  - a. Minimum Limits:
    - i. \$2,000,000 each claim
    - ii. \$5,000,000 annual aggregate
  - b. Coverage:
    - i. Insured's interest in joint ventures
    - ii. Punitive damages coverage (where not prohibited by law)
    - iii. Limited Contractual liability
    - iv. Retroactive date prior to date
    - v. Extended reporting period of 36 months
    - vi. Coverage which meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until 3 years past completion of the Scope of Services unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case the Contractor will notify UTA. If UTA agrees, such coverage is not commercially reasonably available, the Contractor may elect not to provide such coverage.
3. Automobile insurance covering owned, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage.
4. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of the Contractor, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Agreement or such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$500,000 each accident, and each employee for disease.

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

## TECHNICAL PROVISIONS

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

### GC 5.06 Intellectual Property

- A. UTA, including its successors in interest, shall have the right, within the scope of the Contract, or for the purposes of operating and maintaining LRVs, to use, duplicate and disclose all technical data, including computer software and documentation, , developed under this Contract, and the information conveyed therein whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so. This does not include trade secret or proprietary information developed at private expense outside this contract or a former UTA contract.
- B. The Contractor warrants that the Materials used on or incorporated in the Work shall be delivered free of any rightful claim of any third party for infringement of any patent or copyright. If notified promptly in writing and given authority, information, and assistance, the Contractor shall defend, or may settle, at its expense, any suit or proceeding against UTA, its staff, consultants and their staffs, so far as it is based on a claimed patent or copyright infringement which would result in a breach of this warranty and the Contractor shall pay all costs, damages, and attorneys' fees awarded therein against UTA, its staff, consultants, and their staffs due to such breach. The Contractor shall promptly report to UTA in writing in reasonable detail, each notice or claim of patent or copyright infringement, arising out of the performance this Contract, of which the Contractor has knowledge. In the event of any claim or suit against UTA on account of any alleged patent or copyright infringement arising out of the performance of this Contract, the Contractor shall furnish to UTA all evidence and information in the possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Contractor.
- C. The Contractor shall bear all costs arising from the use of patented or proprietary Materials or processes used on or incorporated in the Work. If the use of such Materials or processes is held to constitute an infringement and is enjoined, the Contractor shall, at its own expense:
  - 1. Secure for UTA the right to continue using said Materials or processes by lifting the injunction or by procuring a license or licenses; or
  - 2. Replace the infringing Materials or processes with non-infringing Materials or processes; or
  - 3. Modify the Materials or processes so that they become non-infringing or remove the enjoined Materials or processes and refund the sum paid by UTA therefor without prejudice to any other rights of UTA.

## TECHNICAL PROVISIONS

- D. The preceding paragraphs of this Section shall not apply to any Materials or processes specified by UTA or its consultants; and as to such Materials and processes the Contractor assumes no liability whatsoever for patent or copyright infringement.

### **GC 5.07 Ownership of Materials**

- A. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to UTA at the time of the payment. To the extent that title has not previously been vested in UTA by reason of payments, full title shall pass to UTA at delivery of the Work at the location specified in the Contract.
- B. Unincorporated work to which UTA has received title by reason of progress, partial or other payments shall be segregated from other Contractor or subcontractor materials and clearly identified as UTA property.
- C. The title transferred as above shall in each case be good, and free and clear of any and all security interests, liens, or other encumbrances. The Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any way that would result in any lien, security interest, charge, or claim upon or against said items.
- D. The transfer of title as provided above shall not imply acceptance by UTA, nor relieve the Contractor from the responsibility to strictly comply with the Contract, and shall not relieve the Contractor of responsibility for any loss of or damage to such items while they are in the possession of the Contractor.
- E. The Contractor shall insert provisions in its subcontracts sufficient to ensure compliance with the content of this Section.

### **GC 5.08 Conflict of Interest**

- A. An organizational conflict of interest means that because of other activities, relationships, or Contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice to UTA; a contractor's objectivity in performing the work identified in the Contract is or might be otherwise impaired; or a contractor has an unfair competitive advantage. If the Contractor ascertains that it has, or may have, a real or perceived organizational conflict of interest, it must disclose such real or perceived organizational conflict of interest exists and the appropriate measures that will be taken in response to such determination, including a plan to mitigate the real or perceived organizational conflict of interest.
- B. The Contractor shall not use any consultant who concurrently is employed by UTA or by UTA's consultants, including, but not limited to, surveyors, engineers, architects, and testing laboratories without first obtaining UTA's approval in writing.

### **GC 5.09 Safety and Protection**

## TECHNICAL PROVISIONS

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to the following: (i) all Contractor, Subcontractor, UTA employees, the public and other persons who may be affected thereby; (ii) all Work and all Materials to be incorporated into the Work; and (iii) any property of UTA affected by the Work. In conjunction with any Work to be performed on UTA property, Contractor shall comply with the minimum standards imposed by UTA’s Construction Safety and Security Program Manual, as updated from time to time (UTA’s Construction Safety and Security Program Manual is incorporated into the Contract Documents by reference). However, Contractor shall be responsible for all additional as necessary to comply protect persons and property and comply with applicable legal requirements related to safety.
- B. All Contractor employees working on UTA property will be required to undertake a training needs assessment and complete the necessary training. Where UTA is the provider of the training, instructors, classrooms and training documentation will be provided at no cost to the Contractor. All training that is provided by an external vendor shall be arranged and provided by the Contractor and at the Contractor’s cost.
- C. UTA’s Safety Coordinator may perform random checks to ensure that all Contractor employees on UTA property have training certification applicable to the work they are performing.
- D. Training may include, but is not limited to, the following:

Training	Computer Based Training	Classroom training	Provider
<b>Roadway Worker Protection</b>	<b>x</b>		<b>UTA</b>
<b>Blue Flag Signal Protection</b>		<b>X</b>	<b>UTA</b>
<b>Lock out / Tag out</b>	<b>x</b>		<b>UTA</b>
<b>Forklift Certification</b>		<b>X</b>	<b>Vendor</b>
<b>Crane Certification</b>		<b>X</b>	<b>Vendor</b>
<b>Welding Certification</b>		<b>X</b>	<b>Vendor</b>
<b>Respirator Training</b>	<b>x</b>	<b>X</b>	<b>UTA</b>
<b>Duramix Product Cert Adhesives</b>		<b>X</b>	<b>Vendor</b>

## TECHNICAL PROVISIONS

Training	Computer Based Training	Classroom training	Provider
<b>Paint Certification</b>		<b>X</b>	<b>Vendor</b>
<b>Positive Respiratory System</b>		<b>X</b>	<b>UTA</b>

**Table 1 Worker Training**

### **GC 5.10 Time of Completion**

- A. The Contractor shall proceed with performance of the Work under this Contract upon the effective date of each Notice to Proceed, and shall continuously and diligently prosecute the Work and specified portions thereof to completion on or before the time or times set forth in this Contract.

### **GC 5.11 Delays and Extension of Time**

- A. The Contractor shall be granted an extension of time for any delay on the critical path to completion of the Work, based on the Schedule, arising from acts of God, acts of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, earthquake, epidemics, quarantine restrictions, strikes, freight embargoes, unusually or severe weather, provided that:
1. The aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor
  2. That the Contractor has taken reasonable precautions to prevent further delays owing to such causes
- B. If the Contractor is delayed in the progress of the Work by an act, omission, or neglect of UTA, its agents or representatives, or an act or omission of another Contractor in the performance of a Contract with UTA, the Contractor shall, within 3 calendar days after the commencement of such delay, file with UTA a written notice of delay together with a request for an extension of the Contract period for the portion of the Work so delayed. The notice shall set forth in detail the reasons for the delay, and the period for which an extension is requested.

### **GC 5.12 Suspension of Work**

- A. UTA may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work of this Contract for the period of time that UTA determines appropriate for its own convenience.

## A-39 Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Half 2, 2020							Half 1, 2021					Half 2, 2021								
						A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
1	▶	<b>1137 carshell structural repairs project</b>	<b>400 days</b>	<b>Fri 5/1/20</b>	<b>Thu 11/11/21</b>																					
2	▶	Project Start (NTP)	0 wks	Fri 5/1/20	Fri 5/1/20	5/1																				
3	▶	Site mobilization	2 wks	Fri 5/1/20	Thu 5/14/20																					
4	▶	Disassembly phase II (incl. corner hatches and roof)	6 wks	Fri 5/15/20	Thu 6/25/20																					
5	▶	Engineering repair documentation update	2 wks	Fri 6/26/20	Thu 7/9/20																					
6	▶	Carshell materials procurement	36 wks	Fri 5/15/20	Thu 1/21/21																					
7	▶	Sub-assemblies materials procurement	16 wks	Fri 5/15/20	Thu 9/3/20																					
8	▶	Carshell sub-assemblies produciton	16 wks	Fri 9/4/20	Thu 12/24/20																					
9	▶	Vehicle frame and carbody securing	4 wks	Fri 6/26/20	Thu 7/23/20																					
10	▶	Carshell structural repair	24 wks	Fri 1/22/21	Thu 7/8/21																					
11	▶	Bodywork, painting, and claddings installation	4 wks	Fri 7/9/21	Thu 8/5/21																					
12	▶	Re-assembly (incl. floor, windows, corner hatches, and roof)	10 wks	Fri 8/6/21	Thu 10/14/21																					
13	▶	QA final inspection	2 wks	Fri 10/15/21	Thu 10/28/21																					
14	▶	Carshell Repair Project Closure	2 wks	Fri 10/29/21	Thu 11/11/21																					
15	▶	Project Finish	0 wks	Thu 11/11/21	Thu 11/11/21	11/11																				

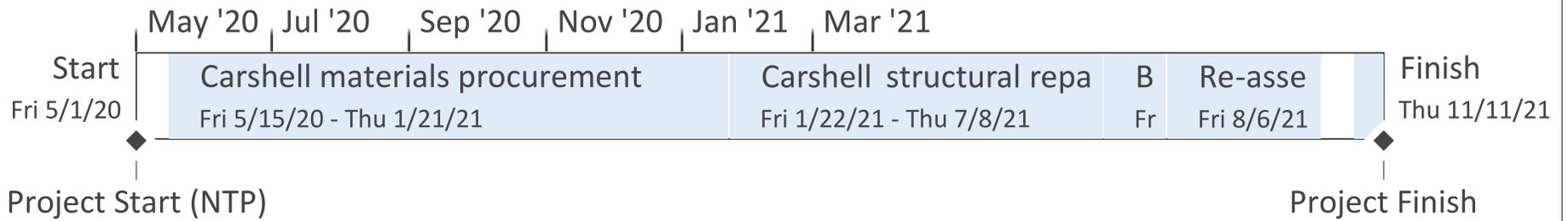


Exhibit B-1

## Annex 4 to the letter dd. 4/15/2019

**Description of service**

Carbody Damages Repair for Vehicle# 1137 according to Damages Report SMI-REP-249 dd. 4/02/2019

Cost Analysis	Remarks																																																										
Non-Recurring Cost	\$1,503,250																																																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #e0f2f1;"><b>Engineering</b></td> <td style="background-color: #e0f2f1; text-align: right;"><b>Total: \$80,500</b></td> </tr> <tr> <td style="background-color: #e0f2f1;">Hours</td> <td style="background-color: #e0f2f1; text-align: center;">460</td> </tr> <tr> <td style="background-color: #e0f2f1;">Rate</td> <td style="background-color: #e0f2f1; text-align: center;">\$175</td> </tr> <tr> <td style="background-color: #e0f2f1;">Total</td> <td style="background-color: #e0f2f1; text-align: center;">\$80,500</td> </tr> <tr> <td style="background-color: #e0f2f1;"><b>Quality Assurance</b></td> <td style="background-color: #e0f2f1; text-align: right;"><b>Total: \$26,250</b></td> </tr> <tr> <td style="background-color: #e0f2f1;">Hours</td> <td style="background-color: #e0f2f1; text-align: center;">210</td> </tr> <tr> <td style="background-color: #e0f2f1;">Rate</td> <td style="background-color: #e0f2f1; text-align: center;">\$125</td> </tr> <tr> <td style="background-color: #e0f2f1;">Total</td> <td style="background-color: #e0f2f1; text-align: center;">\$26,250</td> </tr> <tr> <td style="background-color: #e0f2f1;"><b>Repair Labor</b></td> <td style="background-color: #e0f2f1; text-align: right;"><b>Total: \$848,000</b></td> </tr> <tr> <td style="background-color: #e0f2f1;">Price</td> <td style="background-color: #e0f2f1; text-align: center;">\$848,000</td> </tr> <tr> <td style="background-color: #e0f2f1;">Quantity</td> <td style="background-color: #e0f2f1; text-align: center;">1</td> </tr> <tr> <td style="background-color: #e0f2f1;">Total</td> <td style="background-color: #e0f2f1; text-align: center;">\$848,000</td> </tr> <tr> <td style="background-color: #e0f2f1;"><b>Repair Materials and tools</b></td> <td style="background-color: #e0f2f1; text-align: right;"><b>Total: \$365,000</b></td> </tr> <tr> <td style="background-color: #e0f2f1;">Price</td> <td style="background-color: #e0f2f1; 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LRV's shipment back to UTA after structural repairs)</p> <p>Travel Expenses for Engineering, Project Management, and Quality for customer meetings and LRV transportation support will be paid at time of travel. Actual cost shall be in accordance with per diem rates published on the <a href="http://www.qsa.gov">www.qsa.gov</a> site.</p> <p>Interface between Siemens groups and Customer, data entry into SII systems, invoicing, and delivery of services, strategic procurement management</p> <p>Hourly rates= Hourly rate + factors</p>
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<b>Travel Expenses</b>	<b>Total: TBD</b>																																																										
Price																																																											
Quantity																																																											
Total																																																											
<b>Management</b>	<b>Total: \$123,500</b>																																																										
Hours	650																																																										
Rate	\$190																																																										
Total	\$123,500																																																										
<b>Non-Recurring Cost - Total:</b>	<b>\$1,503,250</b>																																																										

## TECHNICAL PROVISIONS

- B. If the performance of all or part of the Work is, suspended, delayed, or interrupted for an unreasonable period of time:
1. By an act of UTA in the administration of this Contract, if not attributable to actions, inactions or defaults of the Contractor; or
  2. By UTA's failure to act within the time specified in this Contract (or within a reasonable time if not specified),

Then (in either case) an adjustment will be made for any increase in the cost of performance of this Contract (excluding profit and home office overhead) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified by issuance of a Change Order. However, no adjustment shall be made under this Section for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

### **GC 5.13 Subcontractors and Suppliers**

- A. No subcontract shall relieve the Contractor of any of the Contractor's obligations or liabilities under the Contract. The Contractor shall be fully responsible and liable for the acts or omissions of all subcontractors and suppliers including persons directly or indirectly employed by them, their guests and invitees. The Contractor shall have sole responsibility for managing and coordinating the operations of its subcontractors and suppliers, including the settlement of disputes with or between them.
- B. Nothing contained in this Contract shall be deemed to create a contractual relationship between any subcontractor or supplier and UTA.

### **GC 5.14 Subcontract Provisions**

- A. The Contractor shall include in each subcontract, and require each subcontractor to include in any lower tier subcontract, all of the provisions necessary to make this Contract fully effective. The Contractor shall provide all necessary plans, specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

### **GC 5.15 Dispute Resolution**

- A. UTA and the Contractor agree to use their best efforts to resolve disputes arising out of or related to the Contract using good faith negotiations and the principles of project partnering by engaging in the following dispute escalation process should any such disputes arise:

## TECHNICAL PROVISIONS

1. Level One - The UTA Engineer and the Contractor's Project Manager, who will meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot do so, they will pass the dispute to Level Two.
  2. Level Two- The Service Manager, Light Rail, for UTA and the Director of Projects for the Contractor will meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot do so, they will pass the dispute to Level Three.
  3. Level Three – Chief Operating Officer for UTA and the General Manager - Rolling Stock Division for the Contractor will meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot do so, they will pass the dispute to Level Four.
  4. Level Four - The Executive Director for UTA and the President for the Contractor will meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot do so, they will pass the dispute to Level Five.
- B. Any dispute arising out of the Contract that cannot be resolved to the mutual satisfaction of the parties as set forth above may proceed to litigation in the forum established by the Contract.

### **GC 5.16 Termination in the Public Interest**

- A. UTA may terminate performance of work under this Contract, in whole or in part, at any time and without cause. UTA shall terminate this Contract for convenience upon delivery to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
- B. After receipt of a Notice of Termination, and except as directed by UTA, the Contractor shall: (i) stop work as specified in the notice; (ii) place no further subcontracts or orders (referred to as subcontracts in this clause) for Materials, services, or facilities, except as necessary to finally complete the continued portion of the Contract; (iii) terminate all subcontracts or orders to the extent they relate to the Work terminated; (iv) transfer possession and to all completed Work and Work in process, completed work, supplies, and other Materials produced or acquired for the work terminated as of the date of termination; (v) continue the performance of the Work not terminated; and (vi) use its best efforts to mitigate the potential damages arising from the termination.
- C. UTA shall pay Contractor its costs, including contract close-out costs, and profit on work performed up to the effective date of the termination notice, plus costs reasonably and necessarily incurred by Contractor to effect such termination. UTA shall not be responsible for anticipated profits based on Work not performed as of the effective date of termination. Contractor shall promptly submit a termination claim to UTA.

## TECHNICAL PROVISIONS

### GC 5.17 Termination for Default

- A. UTA may terminate this Contract for default by the Contractor if:
1. Except as provided below, the Contractor is in material breach of any material provision of the Contract and has not remedied the breach within 10 calendar days after receiving written notice from UTA (provided; however, that with respect to a material breach that is not subject to cure within ten calendar days, the Contractor shall not be deemed in default if it commences appropriate curative actions within the ten-day period and thereafter diligently prosecutes such actions to completion);
  2. The Contractor abandons the Contract;
  3. The Contractor makes a general assignment of this Contract for the benefit of creditors;
  4. The Contractor repeatedly fails to make prompt payment to subcontractors or for Material or labor;
  5. The Contractor disregards laws, regulations, ordinances, the orders of a legal authority, or the instructions of UTA; and
- B. In addition to its right to terminate the Contract for the reasons set forth in Paragraph A of this Section, if the Contractor refuses or fails to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time specified in this Contract including any extension, UTA may, by written notice to the Contractor, terminate the right to proceed with the Work (or the separable part of the Work) that has been delayed. In this event, UTA may take over the Work and complete it by Contract or otherwise, and may take possession of and use any materials, appliances, and plant on the Work Site necessary for completing the Work. The Contractor and its sureties shall be liable for any damage to UTA resulting from the Contractor's refusal or failure to complete the Work within the specified time, or for liquidated damages for delay, as fixed in the Contract, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by UTA in completing the Work.
- C. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued in the Public Interest.
- D. The rights and remedies of UTA in this Section are in addition to any other rights and remedies provided by law or under this Contract. **HOWEVER, NOTWITHSTANDING THE FORGOING CONTRACTOR SHALL NOT BE LIABLE TO UTA FOR ANY INDIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES INCURRED BY**

## TECHNICAL PROVISIONS

UTA AS A RESULT OF THE BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR REVENUE AND BUSINESS INTERRUPTION. THE FORGOING LIMITATION SHALL NOT BE CONSTRUED SO AS TO LIMIT CONTRACTOR'S OBLIGATION TO INDEMNIFY UTA WITH RESPECT TO THIRD PARTY CLAIMS OR FOR CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL DISREGARD.

### GC 6.00 Payment

#### GC 6.01 Payment Procedures

- A. UTA shall pay to the Contractor, at the times and in the manner hereinafter provided, the amount set forth in the Schedule for the Work satisfactorily performed, contingent upon the Contractor's satisfactory compliance with the terms and conditions of the Contract. The Contractor agrees to accept that amount as full and final payment for all labor, Materials, supplies, equipment, overhead, profit, taxes, duties, and charges of whatever nature incurred by the Contractor in performing its obligations under the Contract.
- B. UTA will not accept more than one invoice in any 30 calendar day period.
- C. Invoices shall be submitted in triplicate and shall include a cover summary sheet provided to UTA. The invoices shall be accompanied by at least two sets of detailed back-up information. The form and content of invoices are subject to review and approval by UTA. All of the Contractor's invoices shall be sent directly to the attention of the Engineer and shall contain a reference to the Contract Number.
- D. UTA shall have the right to disapprove specific elements of each invoice, to address non-conforming or incomplete Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset any amounts payable to UTA under the Contract against Contractor invoices.
- E. The Contractor warrants that:
  - 1. Title to all Materials furnished by the Contractor or incorporated into the Work by the Contractor and covered by the progress payment shall pass to UTA at the time the Contractor receives the progress payment;
  - 2. All Materials are free and clear of all liens, claims, security interests, or encumbrances; and
  - 3. No Materials have been acquired by the Contractor, or by any other person performing Work at the site or furnishing Materials for the Work under this Contract, that are subject to an agreement under which an interest in, or encumbrance on, the materials or equipment is retained by the seller or otherwise

## TECHNICAL PROVISIONS

imposed. Notwithstanding the provisions of this Paragraph, the risk of loss of all Materials incorporated in the Work shall remain with the Contractor until delivery of the Work at the location specified in the Contract and acceptance by UTA. .

4. All invoices shall be accompanied by certificate that all Materials, workmanship, etc. are in accordance with Contract documents.
- F. No approval for payment, nor any payment, nor any partial or entire use or occupancy of any portion of the Work by UTA, shall constitute an acceptance of any Work that is not in accordance with the Contract.
- G. UTA will pay all undisputed amounts of each invoice within 30 calendar days after receipt by UTA's Engineer.

### **GC 6.02 Final Completion and Final Payment**

- A. Whenever the Contractor deems its obligations under the Contract have been fulfilled, the Contractor shall notify UTA in writing. Upon receipt of the Contractor's notice, UTA shall inspect the Work and within 15 calendar days after receiving the Contractor's notice either finally accept the Work or notify the Contractor in writing of Work yet to be performed on the Contract. Upon receipt of UTA's written final acceptance of the Work, the Contractor shall invoice UTA for any amounts due under the Contract. UTA shall pay the Contractor within 30 calendar days after receipt of the approved final invoice.

Siemens Mobility, Inc.

**Damage Report**  
**UTA S70, Vehicle 1137**  
**Engineering Review**

<b>Document Number: SMI-REP-250</b>	<b>Release Date:</b> <b>04/02/2019</b>
<b>Title: Damage Report UTA S70 Vehicle 1137, Engineering Review</b>	<b>Revision: A</b>

## Release History

	Name	Department	Date	Signature
Prepared by:	Jonathan Byers	MO, CS PLM SE	2019-04-02	sign.
Checked by:				sign.
Checked by:				sign.

## Revision Table

Revision	Name	Date	Revised Sections, Description, Reason for changes
A	J. Byers	2019-04-02	Initial Release

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## Distribution List

Name	Company	Department
Alex Thomson	Siemens Mobility, Customer Services	
Ivan Bukin	Siemens Mobility, Customer Services	
	Siemens Mobility, Customer Services	

## Table of Contents

Release History.....	2
Revision Table2	
Distribution List.....	2
Table of Figures .....	3
<b>1</b> Overview/Purpose.....	5
<b>2</b> Acronyms/Definitions.....	6
<b>3</b> Damages Evaluation.....	7
3.1        Scanning Evaluation.....	7
3.1.1      Alignment .....	7
3.1.2      A-Car .....	8
3.1.3      B-Car .....	13
3.1.4      C-Car .....	14
3.2        Visual Evaluation.....	18
<b>4</b> Conclusions.....	35
Table of Figures	
Figure 1: Overview of Damages .....	5
Figure 2: A-Car Underframe Labelled $\pm 10$ mm Scale .....	7
Figure 3: A-Car High Floor Underframe LH $\pm 10$ mm.....	8
Figure 4: A-Car Cab Underframe LH $\pm 10$ mm.....	9
Figure 5: A-Car High Floor Underframe RH $\pm 10$ mm .....	9
Figure 6: A-Car Low Floor and Sidewall LH $\pm 10$ mm .....	10
Figure 7: A-Car LH Sidewall Door Portal - Inside View $\pm 10$ mm.....	11
Figure 8: A-Car Low Floor Underframe $\pm 10$ mm.....	11
Figure 9: A-Car RH Sidewall Door Portal - Inside View $\pm 10$ mm .....	12
Figure 10: A-Car Articulation View $\pm 10$ mm .....	12
Figure 11: B-Car High Floor Underframe, LH View $\pm 10$ mm.....	13
Figure 12: B-Car RH High Floor Underframe $\pm 10$ mm .....	14
Figure 13: C-Car Impact Side $\pm 10$ mm .....	15
Figure 14: C-Car Impact Cross Section $\pm 15$ mm .....	15
Figure 15: C-Car Non-Impact Side $\pm 10$ mm .....	16

Figure 16: C-Car Underframe $\pm 10\text{mm}$ .....	16
Figure 17: C-Car, A-C Articulation View $\pm 10\text{mm}$ .....	17
Figure 18: A-Cab Underframe .....	18
Figure 19: A-Cab Underframe and Cladding .....	19
Figure 20: A-Car LH Truck Skirt.....	19
Figure 21: A-Car LH Sidewall .....	20
Figure 22: A-Car LH sidewall Door Post .....	21
Figure 23: A-Car LH Articulation Portal Overview .....	22
Figure 24: A-Car LH Articulation Portal – Door Post View .....	23
Figure 25: A-Car LH Articulation Portal - Roof Support .....	24
Figure 26: A-Car Low Floor .....	25
Figure 27: A-Car Articulation Portal - Inside View.....	26
Figure 28: A-Car Articulation Portal - Outside View .....	27
Figure 29: A-Car RH Articulation, Low Floor.....	28
Figure 30: RH Articulation Portal – RH Outside View .....	28
Figure 31: RH Articulation Portal - Outside View .....	29
Figure 32: B-Car Anti-Climber Damage .....	30
Figure 33: B-Car Anti-Climber Damage .....	30
Figure 34: C-Car Impact Side Damage .....	31
Figure 35: A-C Articulation Endgirder Joint .....	32
Figure 36: C-Car Articulation Portal .....	33
Figure 37: C-Car Articulation Portal – Inside View.....	34

## 1 Overview/Purpose

This document is to give an engineering review of the damage that occurred to the UTA S70 light rail vehicle #1137 and a high-level overview of the required repairs. Inspection was done at the Siemens McClellan CS facility in Sacramento, CA. Vehicle 1137 was lifted with bogies removed during inspection. Bogies were not individually inspected or evaluated as part of this report. Inspection was performed visually and with a Faro Focus X130 3D laser scanner. Post processing of 3D dataset was performed using Polyworks 2017 IR3. Figure 1 shows the approximate location of damages for reference (labels were added for clarity; disregard roof equipment orientation).

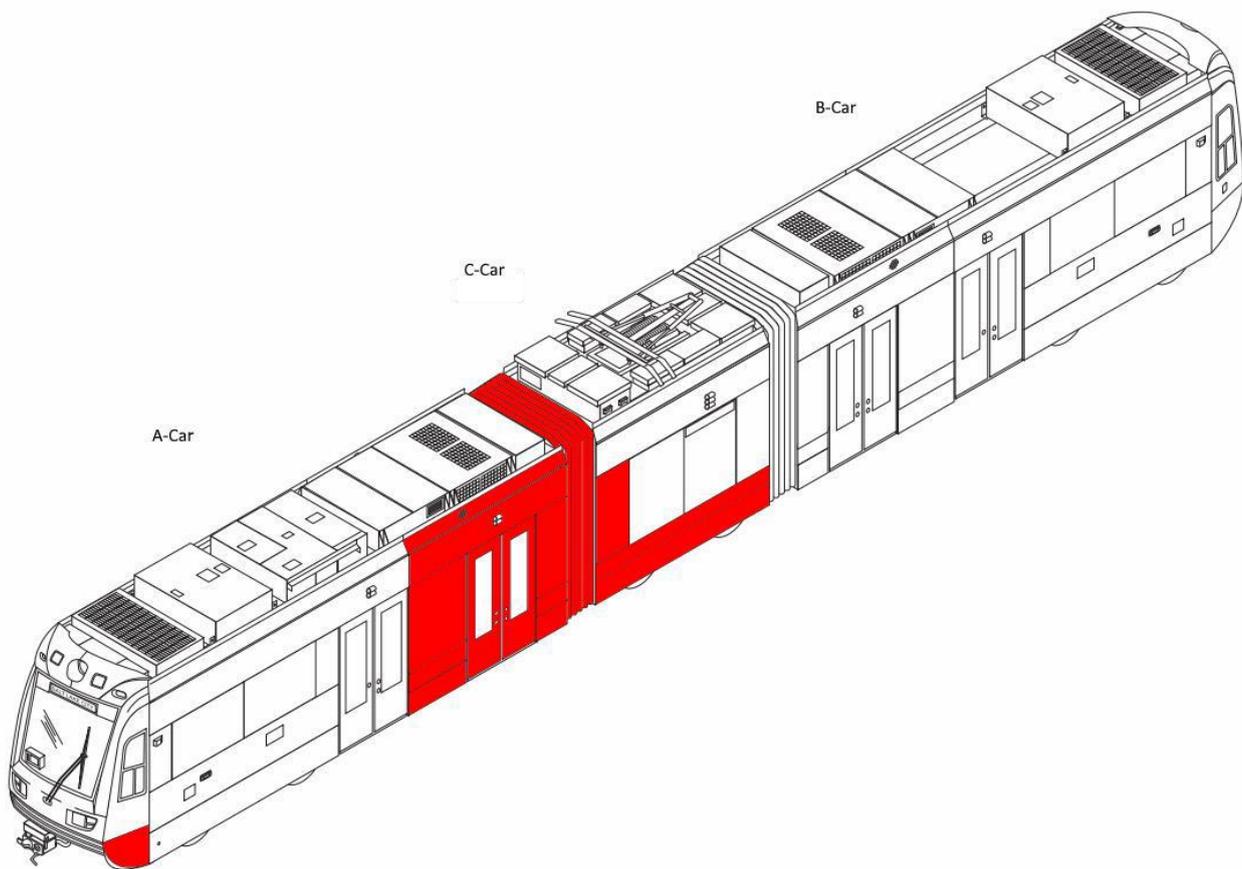


Figure 1: Overview of Damages

## **2**            **Acronyms/Definitions**

3D	3-Dimensional
CAD	Computer-Aided Design
LH	Left Hand
LRV	Light Rail Vehicle
MPI	Magnetic Penetrant Inspection
NDT	Non-Destructive Testing
RH	Right Hand
SMI	Siemens Mobility Inc.
UT	Ultrasonic Testing
VT	Visual Testing

### 3 Damages Evaluation

#### 3.1 Scanning Evaluation

##### 3.1.1 Alignment

The scanning dataset was aligned to the CAD model using undamaged portions of the carshell underframe. Direction of deviations are based on the CAD surfaces, i.e. positive values indicate the scanned surface is outside the model and negative values indicate the scanned surface is inside the model volume. Areas of grey color are outside the inspection range indicated by the color legend or there is no data (CAD or scan) to compare against.

After alignment the areas of concern can be evaluated. The critical areas that were impacted are the articulations of the A/C-Car and the A-car LH low floor and sidewall. Figure 2 shows the overview of damages to the A-car underframe, after alignment, with the areas labelled.

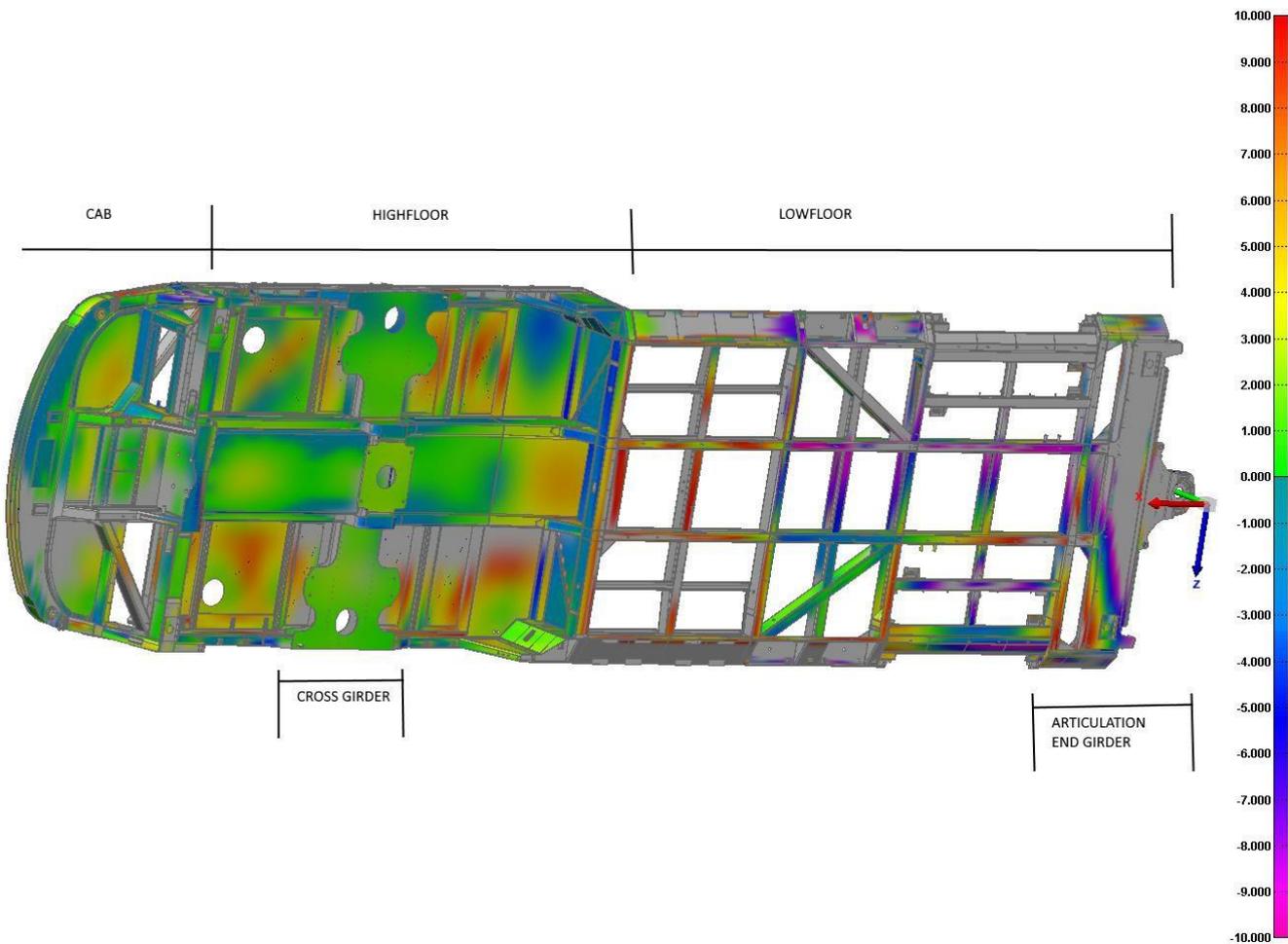


Figure 2: A-Car Underframe Labelled  $\pm 10$ mm Scale

### 3.1.2 A-Car

Figure 3 and Figure 5 show the LH view of the cab underframe and the high floor underframe. There is visual damage to a portion of the cab underframe seen in Figure 4 and Figure 18 that will require removal and replacement. The bogie kingpin assembly was visually deformed and removed to inspect the underlying structure. From Figure 3 and Figure 5 we can see the complete high floor assembly including the cross girder which the kingpin assembly mounts. From these it is evident that the high floor assembly did not experience major damage due to this incident.

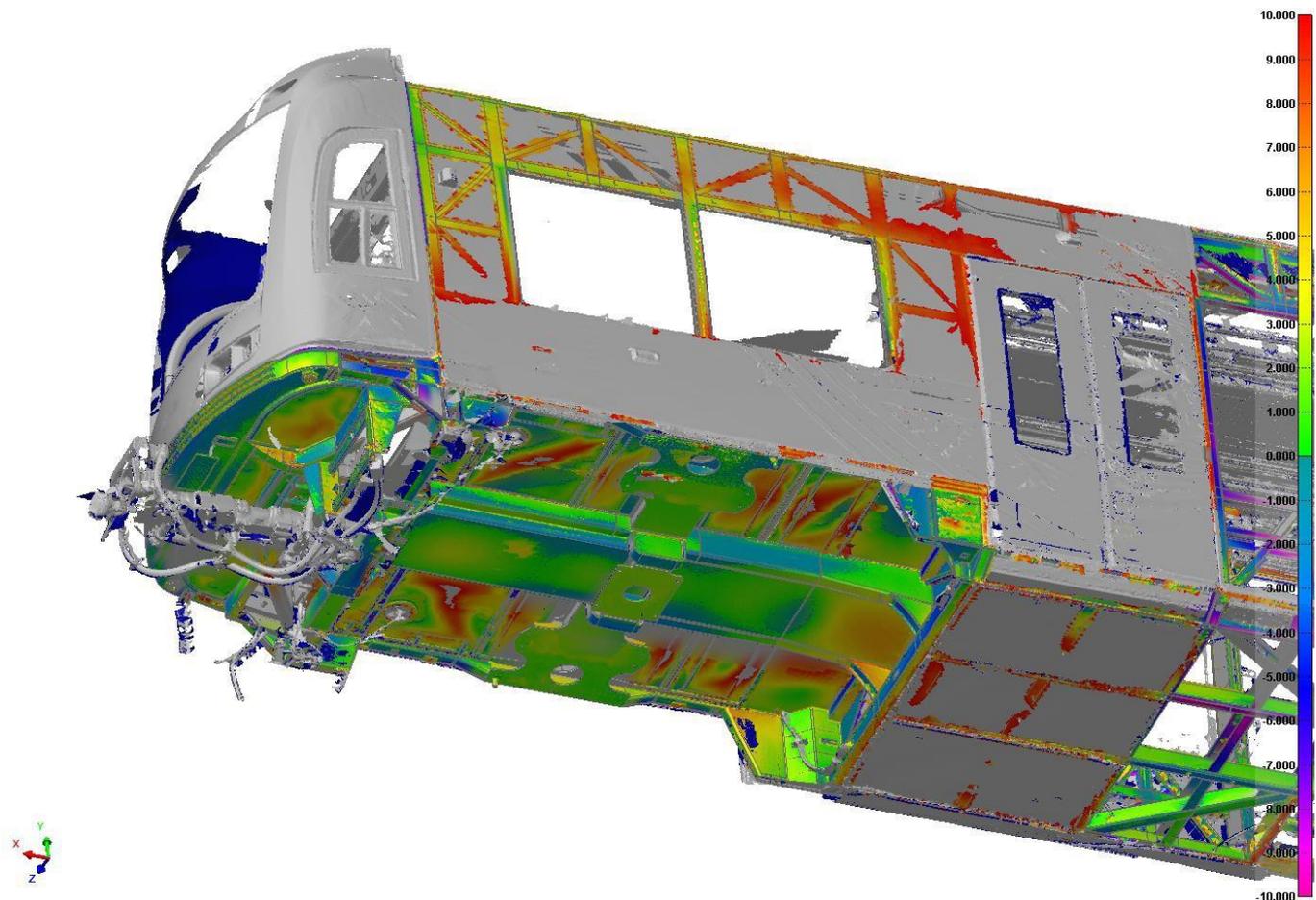


Figure 3: A-Car High Floor Underframe LH  $\pm 10\text{mm}$

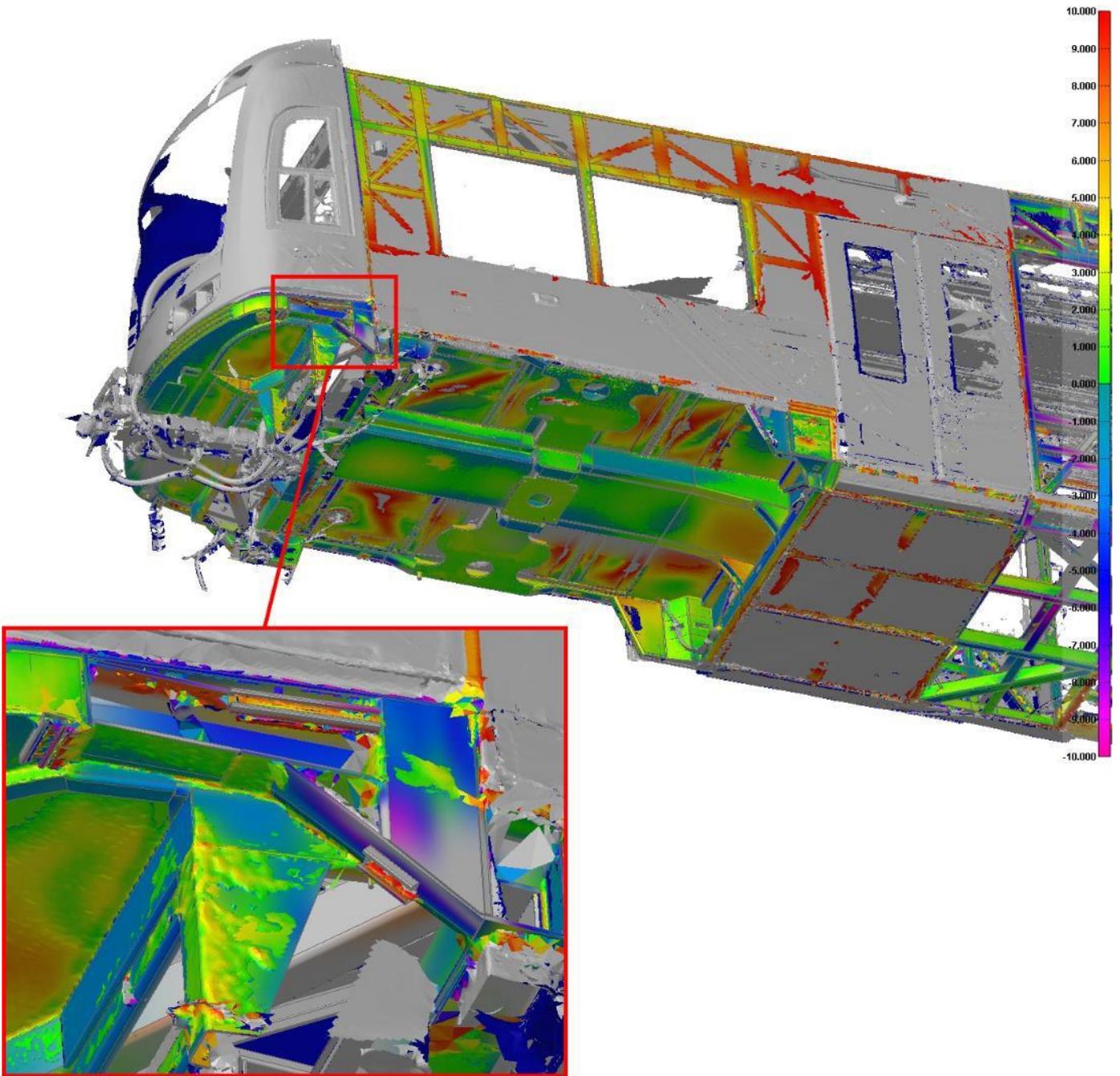


Figure 4: A-Car Cab Underframe LH  $\pm 10\text{mm}$

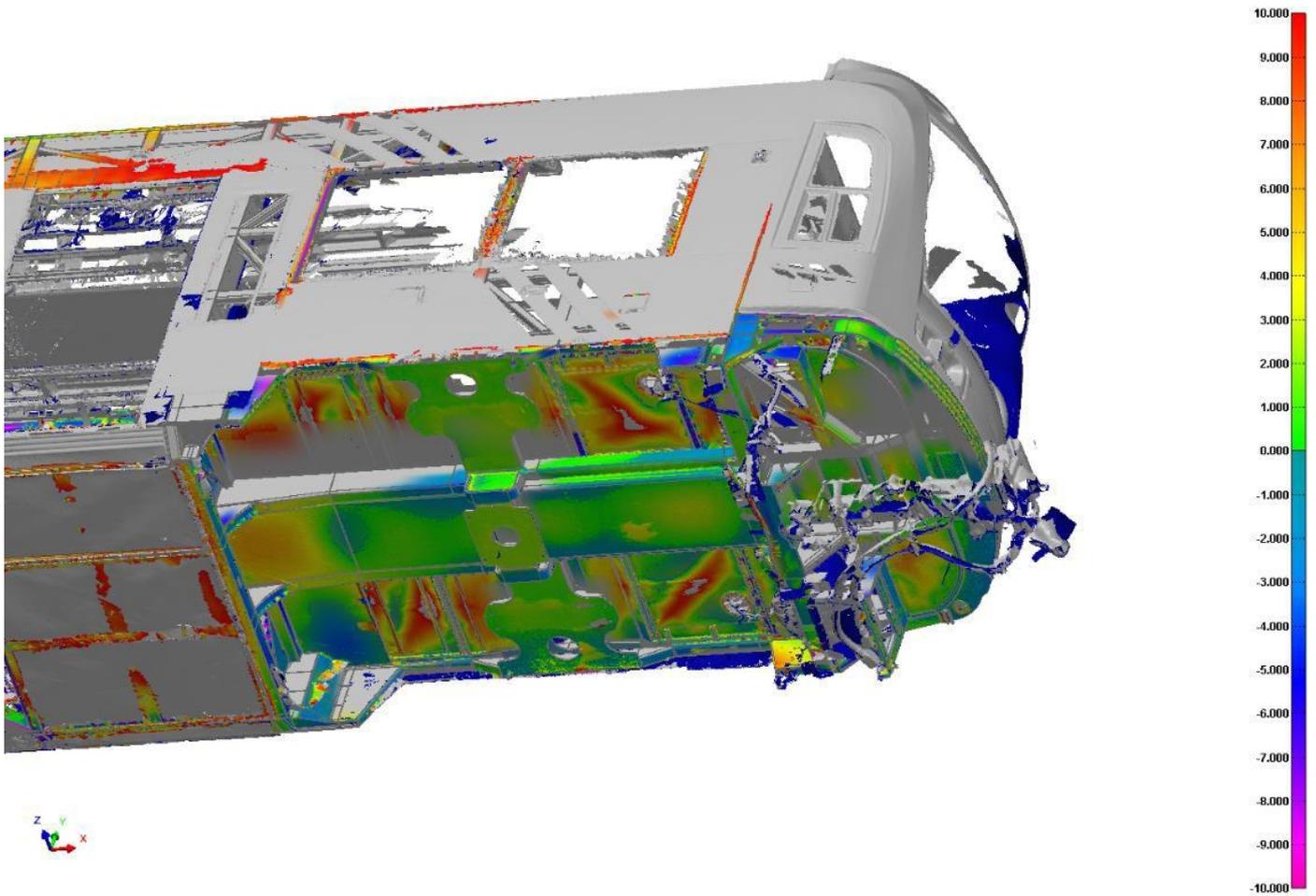
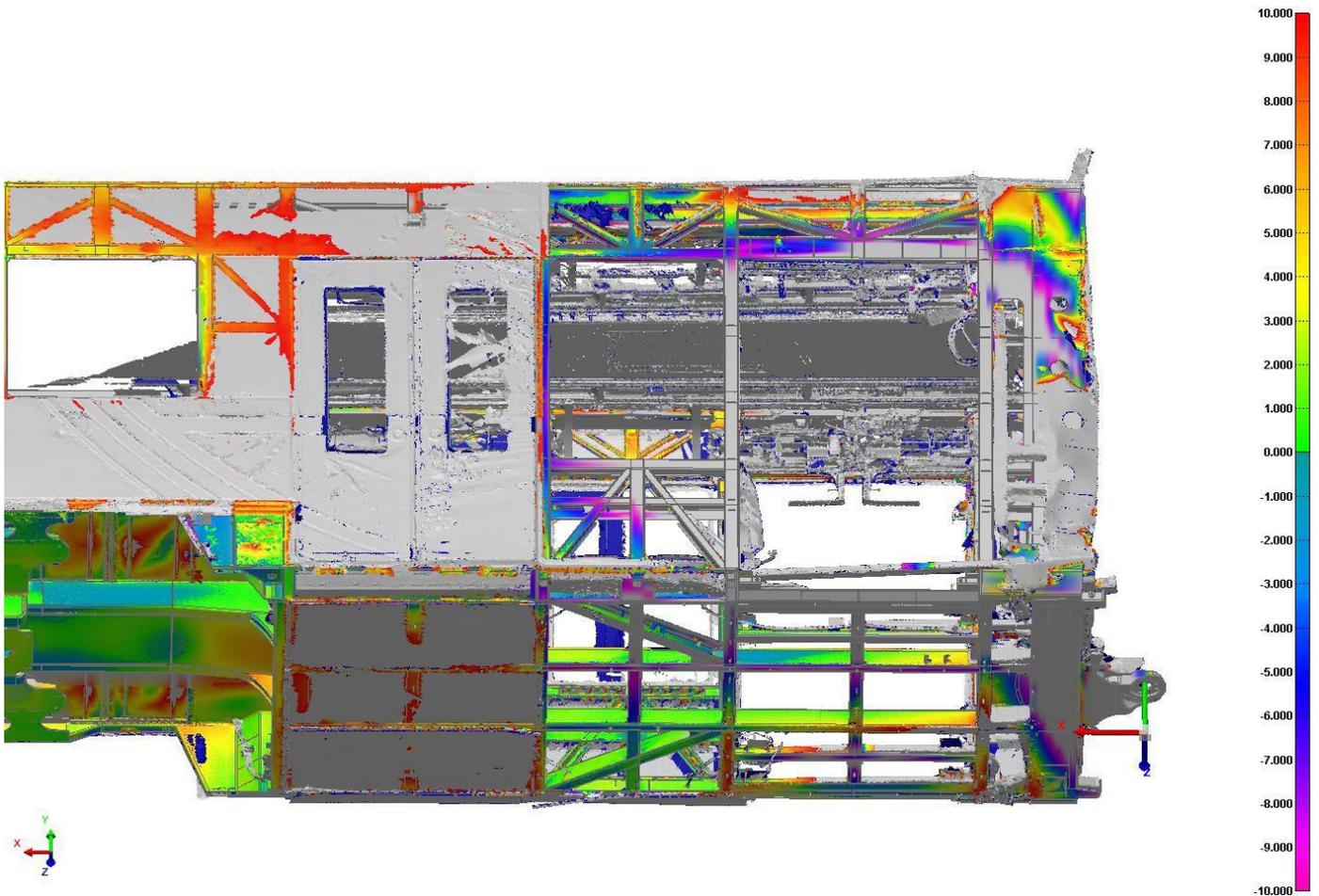


Figure 5: A-Car High Floor Underframe RH  $\pm 10\text{mm}$



**Figure 6: A-Car Low Floor and Sidewall LH  $\pm 10\text{mm}$**

Figure 6 through Figure 10 shows damages to the low floor underframe, LH and RH sidewalls, door portals, and articulation end portal. All these areas experienced damage but most damages are found on the LH side of the sidewall, underframe, and end portal. The LH sidewall will have to be replaced from the articulation up to the RH door post seen in Figure 7. The low floor will have to be replaced from the articulation end girder through the rear door portals.

Past this, the low floor between the door portals will require partial replacement or straightening, Figure 8. The entire LH articulation portal is damaged and will require replacement and the outer sheet of the RH (Figure 31) and upper articulation beam (Figure 28) will require replacement. The RH side wall between the door portals is undamaged as seen in Figure 9.

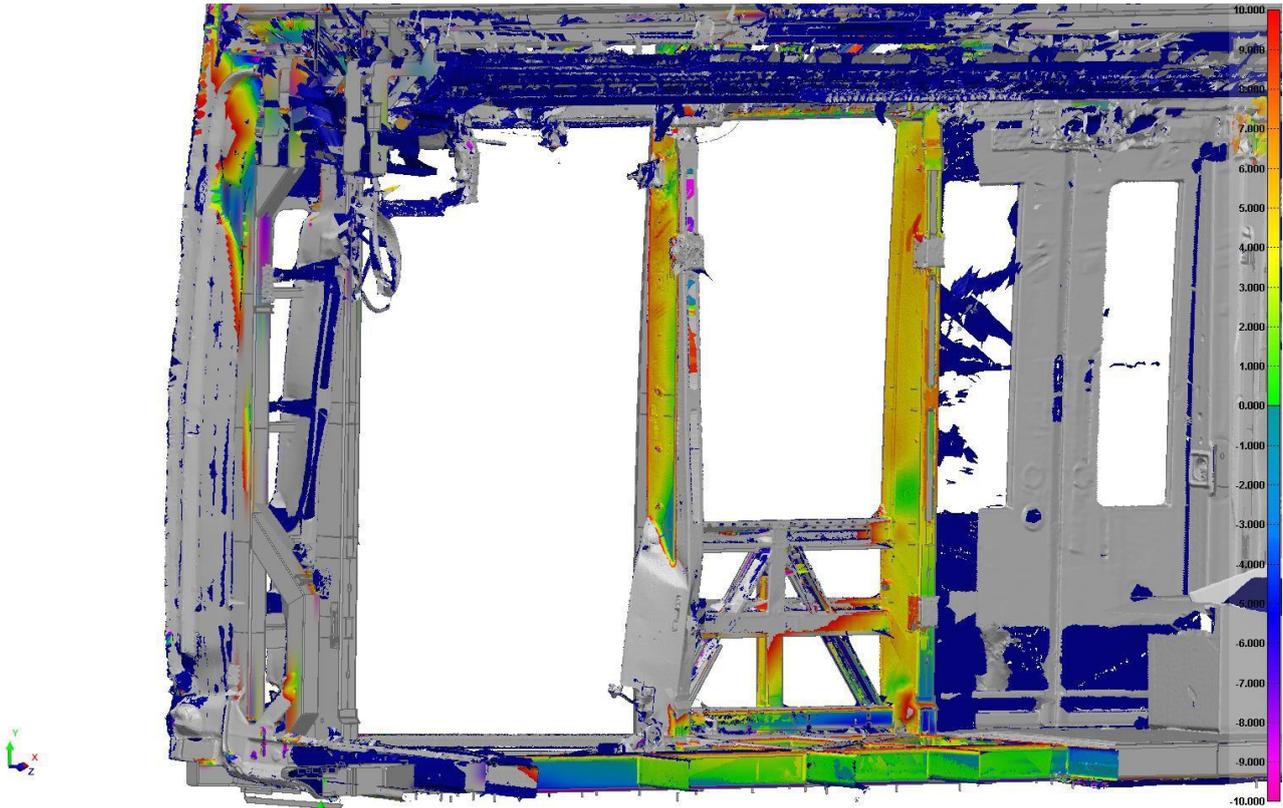


Figure 7: A-Car LH Sidewall Door Portal - Inside View  $\pm 10\text{mm}$

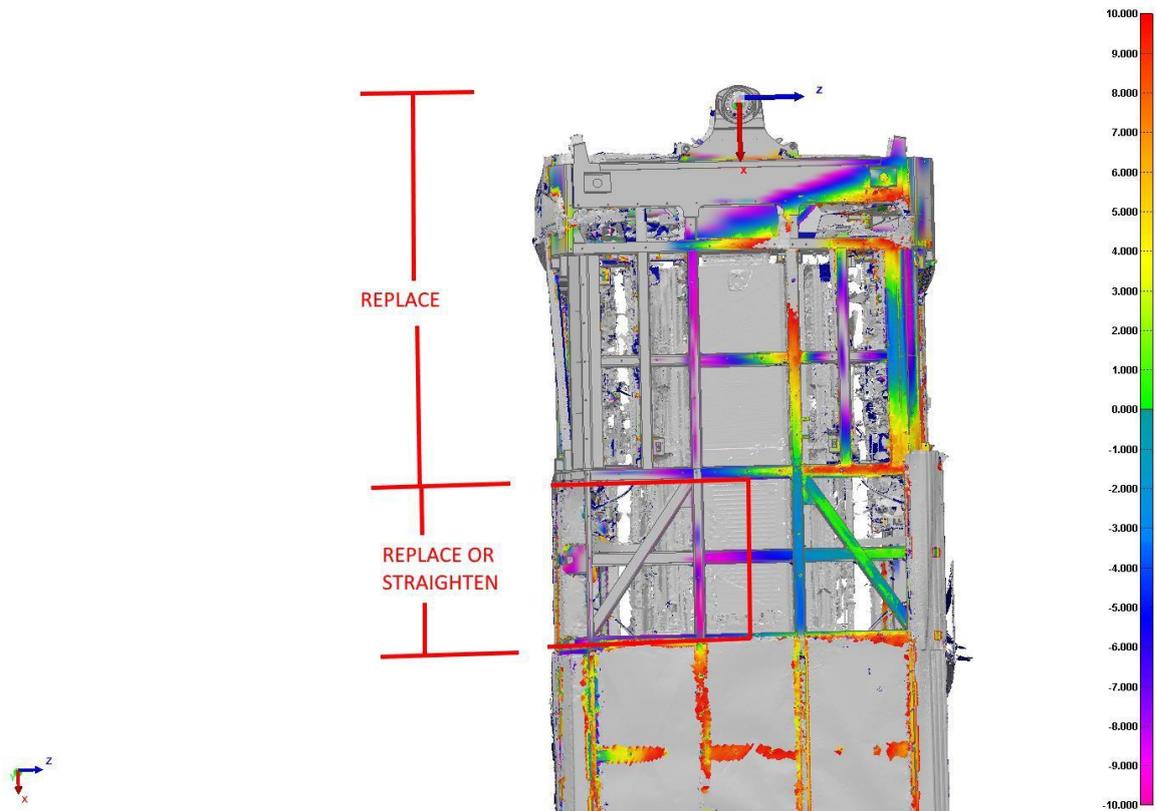


Figure 8: A-Car Low Floor Underframe  $\pm 10\text{mm}$

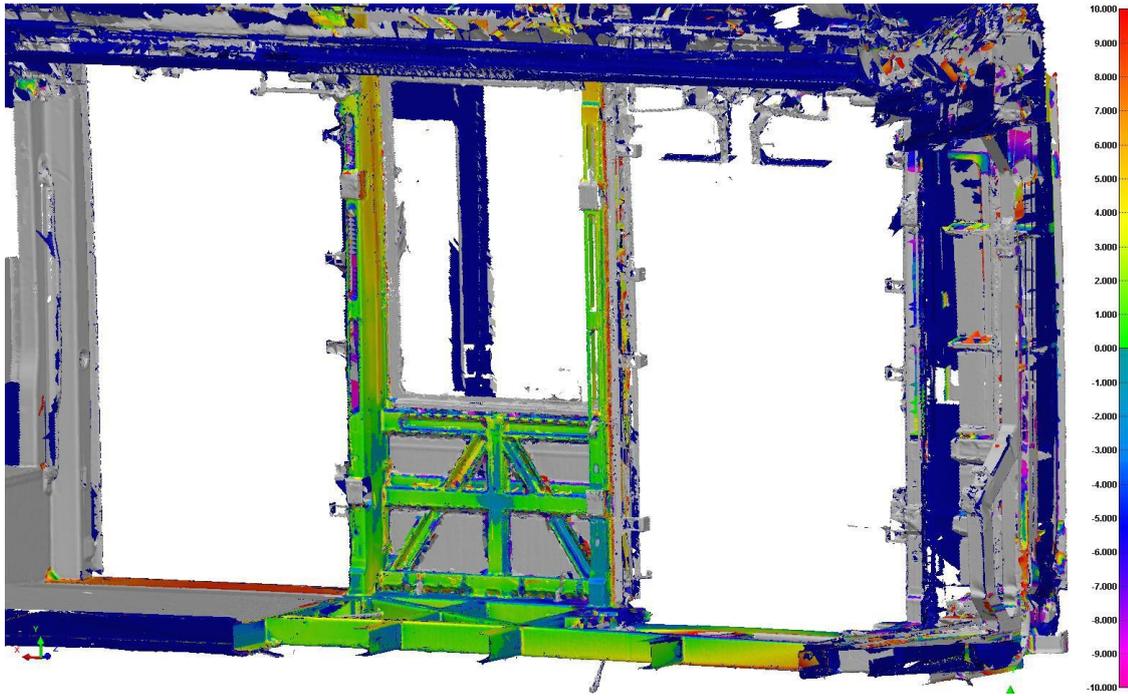


Figure 9: A-Car RH Sidewall Door Portal - Inside View  $\pm 10\text{mm}$

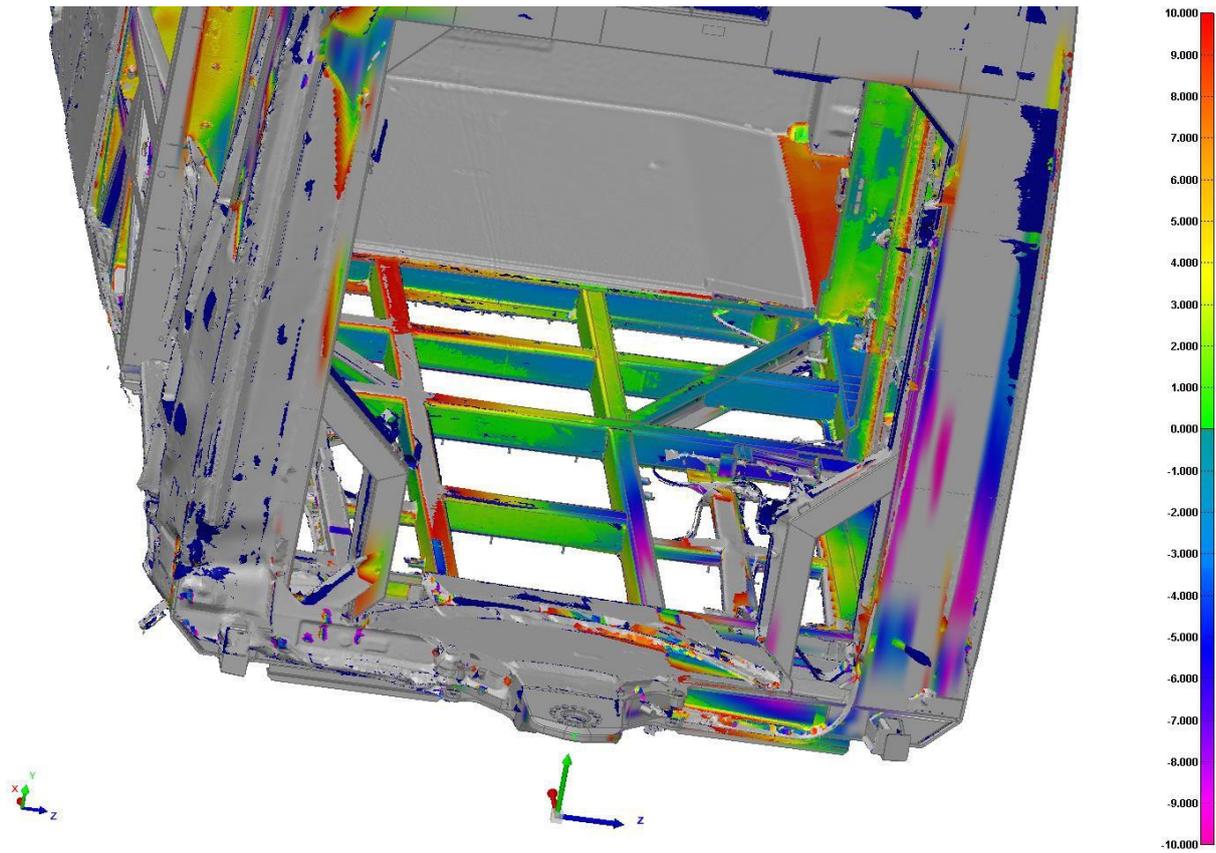


Figure 10: A-Car Articulation View  $\pm 10\text{mm}$

### 3.1.3 B-Car

Figure 11 and Figure 12 show the LH and RH view of the B-car high floor. The bogie kingpin assembly was visually deformed and removed to inspect the underlying structure. From the figures we can see the complete high floor assembly including the cross girder which the kingpin assembly mounts. From these it is evident that the high floor assembly did not experience major damage due to this incident.

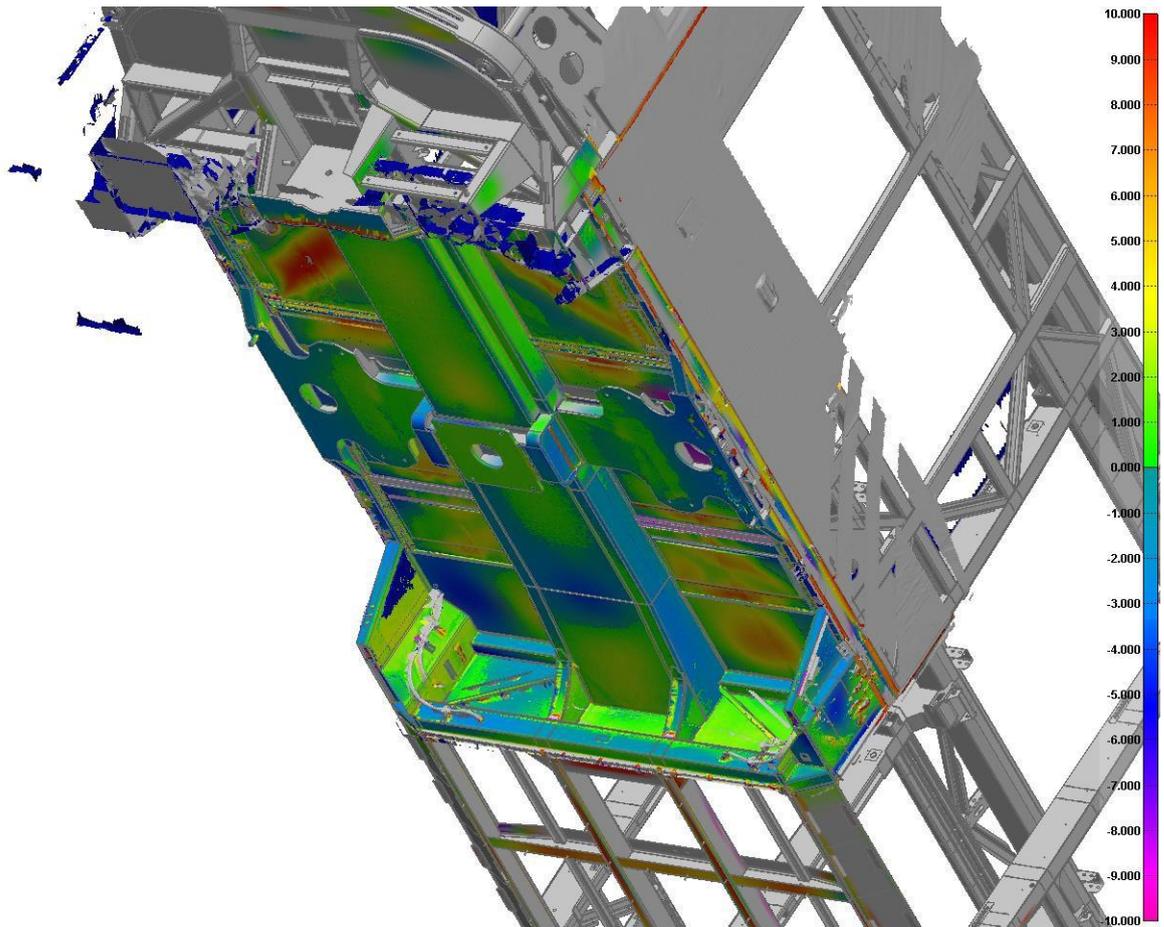
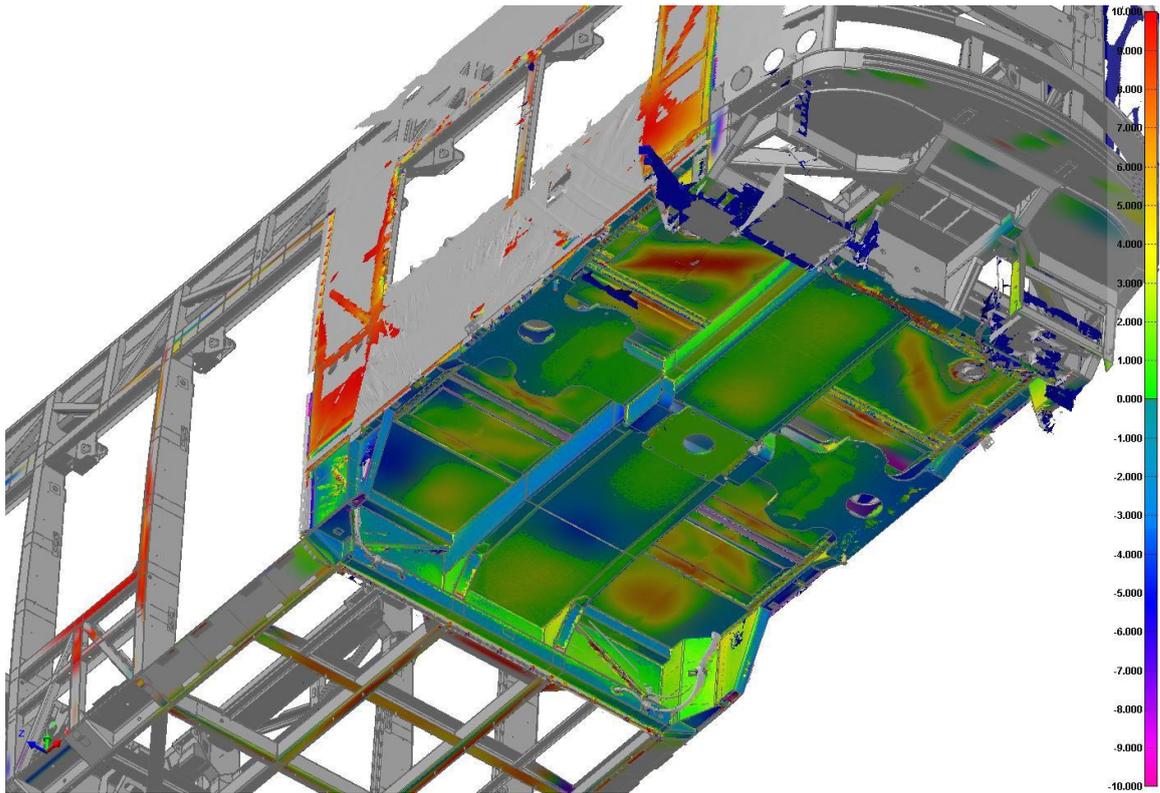


Figure 11: B-Car High Floor Underframe, LH View  $\pm 10\text{mm}$



**Figure 12: B-Car RH High Floor Underframe  $\pm 10\text{mm}$**

### 3.1.4 C-Car

The C-Car damages can be seen in Figure 13 through Figure 17. Figure 13 shows the damages that occurred at the area of direct impact and Figure 14 shows a cross section at the area of highest deviation  $\sim 175\text{mm}$  from the C-car center line. From the cross section it appears that the damage does not extend into the underlying structure. Further evaluation will be necessary once this area is removed to verify the structure.

Most of the remaining damages occurred to the articulation portal can be seen in Figure 15 and Figure 17. These are the areas that transition from high deviation (purple) to grey (outside deviation scale) and can easily be identified visually. This area will require replacement along the original design welds.

There was concern that the C-car articulation endgirder would be damaged like the A-side. From Figure 15 through Figure 17 we can see that this endgirder is still in an acceptable position. The two dampener mounts attached to the endgirder are damaged and will require replacement (also seen in Figure 35).

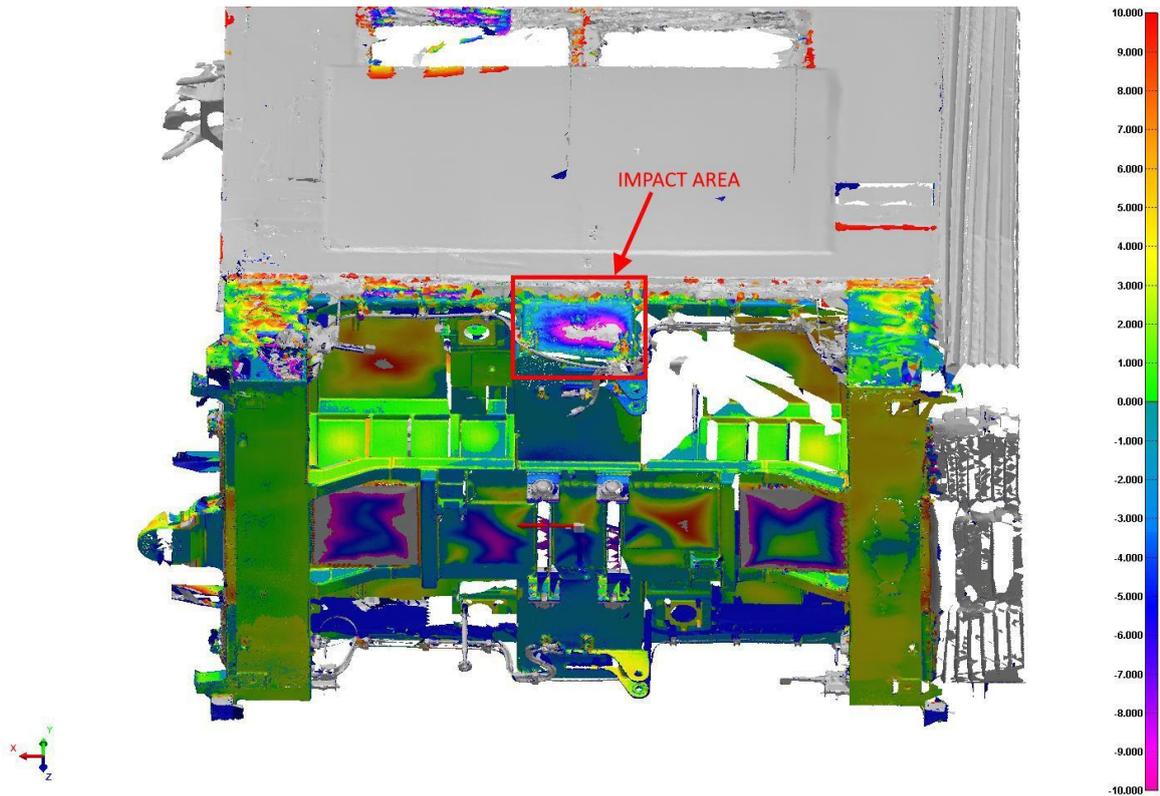


Figure 13: C-Car Impact Side  $\pm 10\text{mm}$

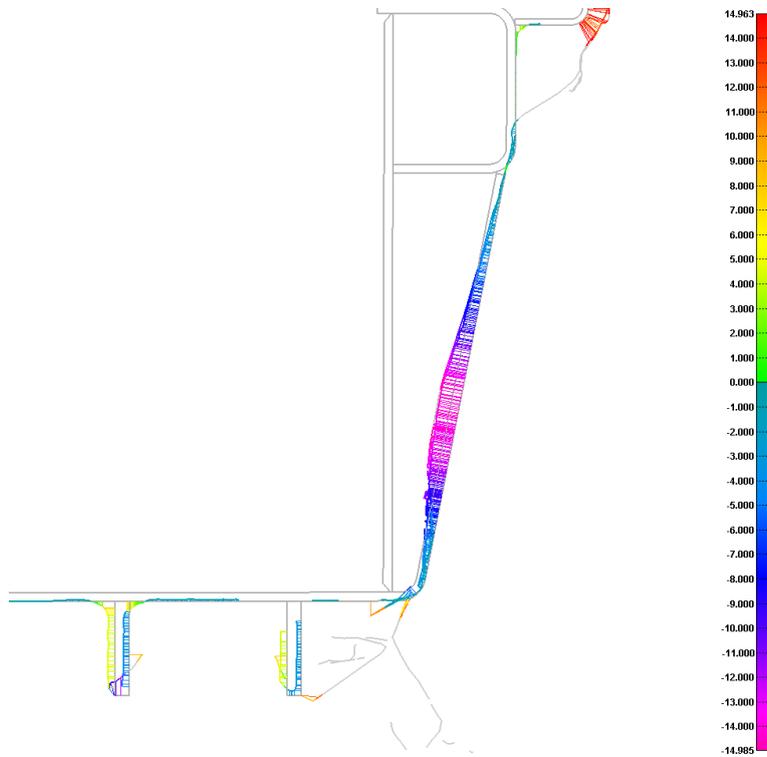


Figure 14: C-Car Impact Cross Section  $\pm 15\text{mm}$

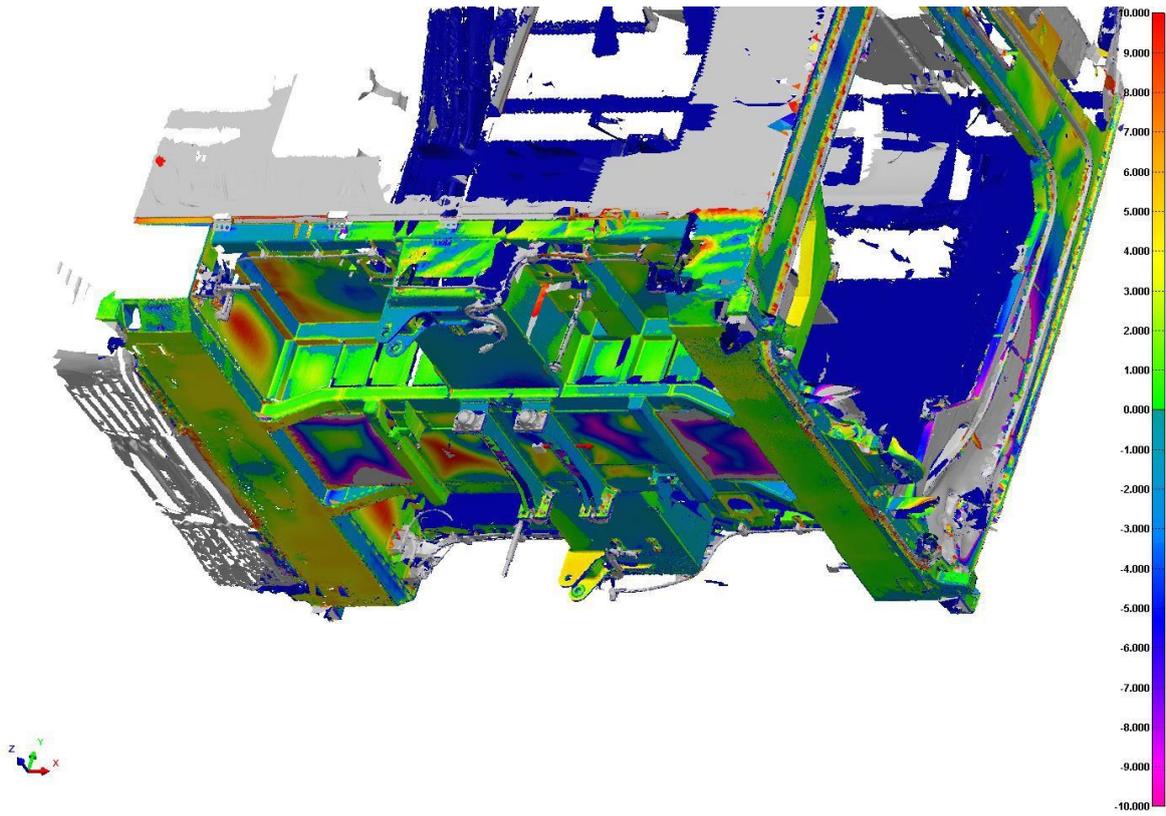


Figure 15: C-Car Non-Impact Side  $\pm 10\text{mm}$

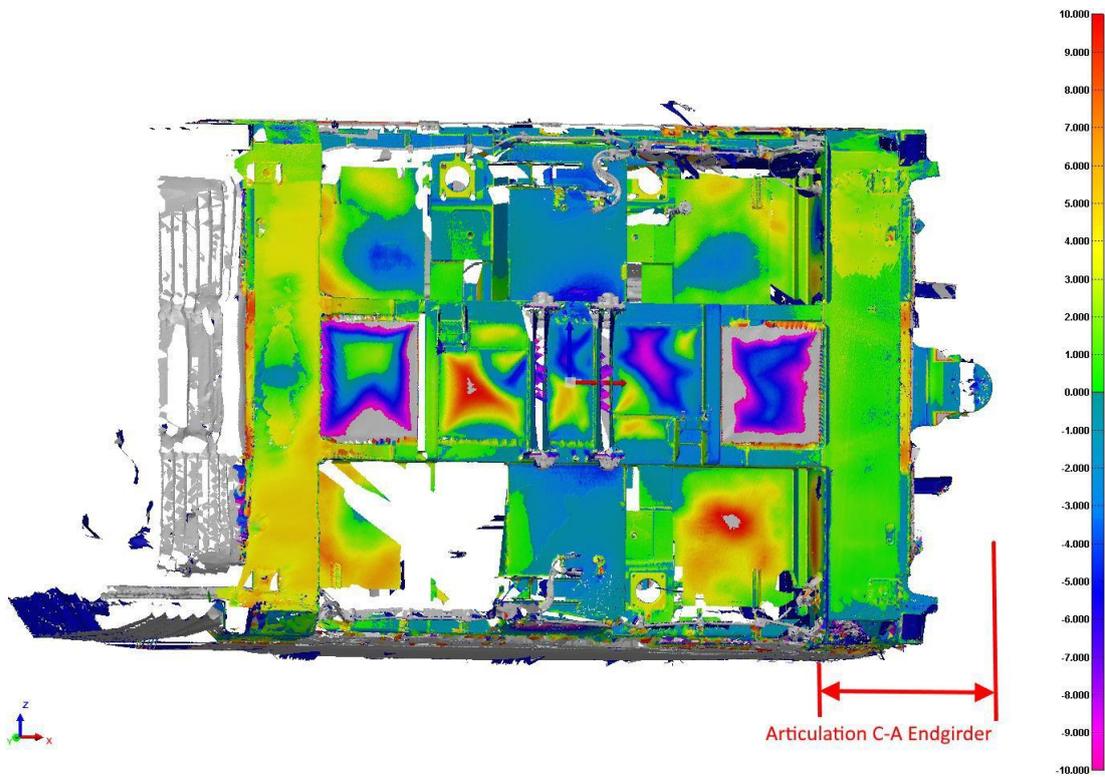


Figure 16: C-Car Underframe  $\pm 10\text{mm}$

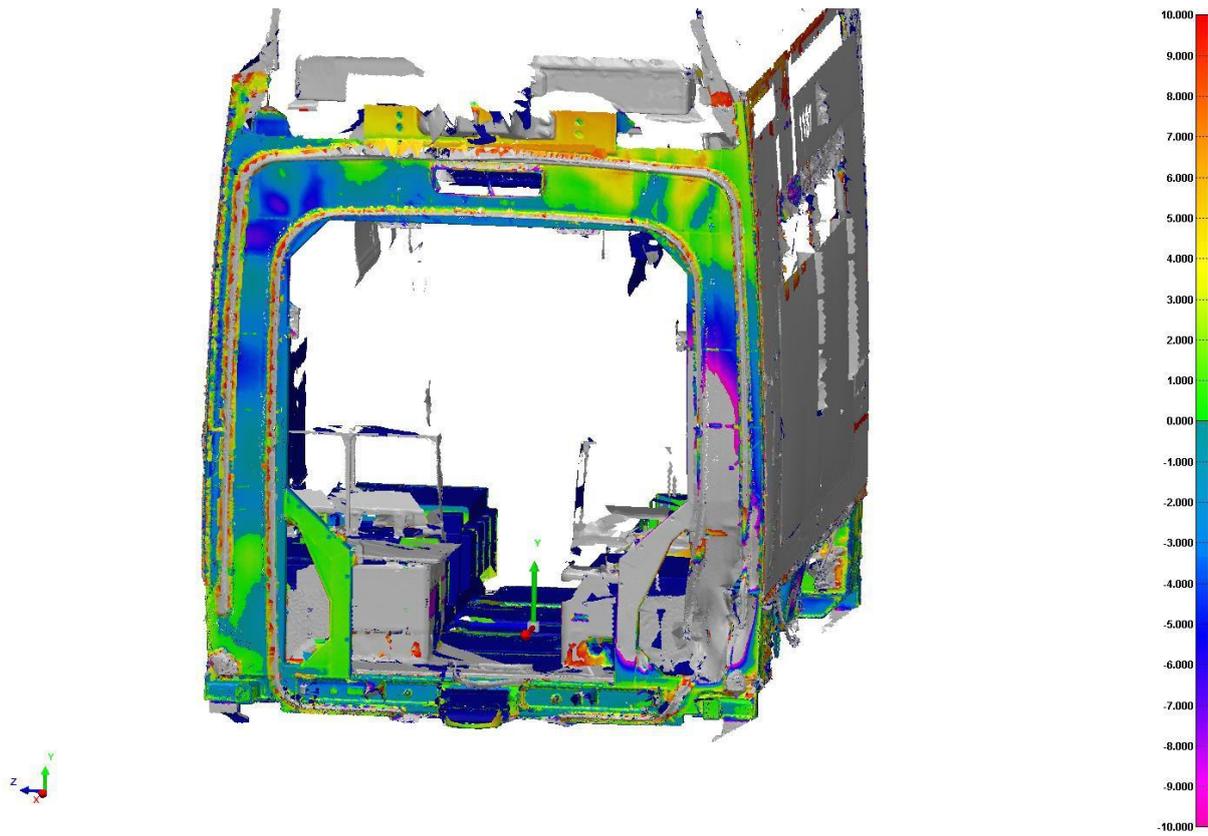


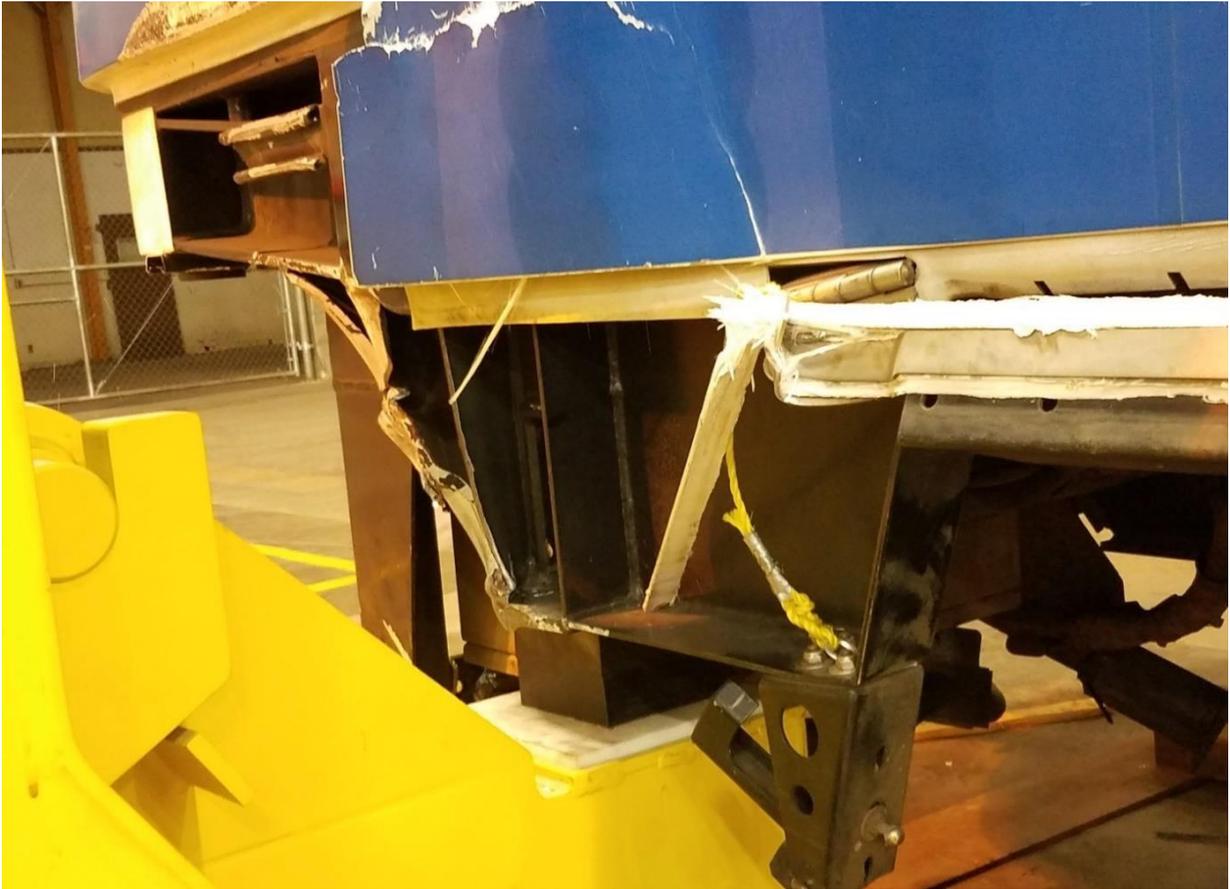
Figure 17: C-Car, A-C Articulation View  $\pm 10\text{mm}$

### 3.2 Visual Evaluation



**Figure 18: A-Cab Underframe**

Figure 18 shows damages to the cab underframe requiring replacement as discussed in Section 3.1.2. Cab side skirt is missing and assumed damaged beyond repair.



**Figure 19: A-Cab Underframe and Cladding**

Figure 19 shows another view of damages seen in Figure 18. In addition, there are damages seen in the cladding and truck skirt, Figure 20.



**Figure 20: A-Car LH Truck Skirt**



**Figure 21: A-Car LH Sidewall**



**Figure 22: A-Car LH sidewall Door Post**

Figure 21 and Figure 22 shows damages to the A-car LH sidewall, door post, and underframe door girder. These will have to be replaced in-kind.



**Figure 23: A-Car LH Articulation Portal Overview**



**Figure 24: A-Car LH Articulation Portal – Door Post View**



**Figure 25: A-Car LH Articulation Portal - Roof Support**

Figure 23 through Figure 25 shows the damages that occurred to the LH articulation endportal, door girder, door header, and roof supports. These will all require replacement along the original weld seams. The removable roof has not been individually inspected.



**Figure 26: A-Car Low Floor**

Figure 26 shows the visible damage discussed in Section 3.1.2.



**Figure 27: A-Car Articulation Portal - Inside View**



**Figure 28: A-Car Articulation Portal - Outside View**

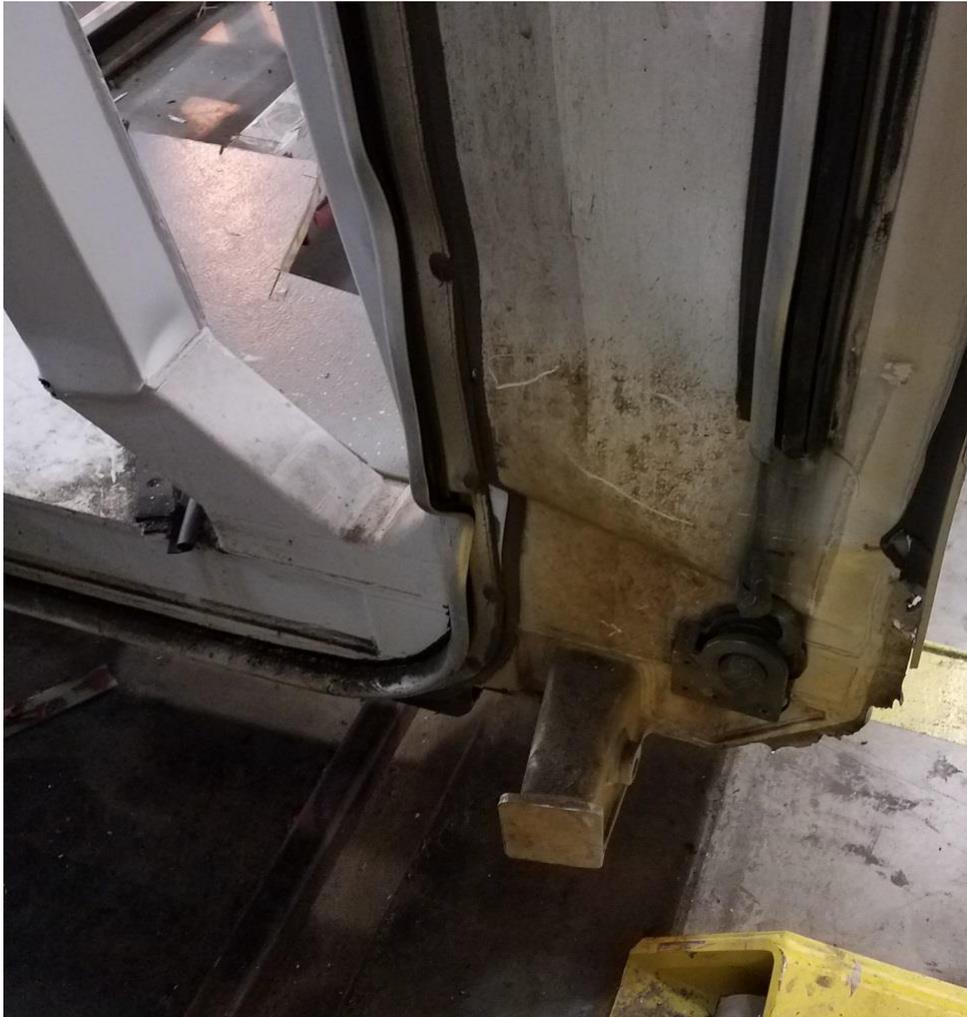
Figure 27 and Figure 28 shows the A-Car articulation area damages. The upper beam outer sheet showing damage will require removal and replacement. Once the sheet is removed further damage assessments of the internal supports can be done.



**Figure 29: A-Car RH Articulation, Low Floor**



**Figure 30: RH Articulation Portal – RH Outside View**



**Figure 31: RH Articulation Portal - Outside View**

Figure 29 through Figure 31 shows the A-Car RH articulation portal and door post. Figure 30 shows the outside cladding that will require replacement. Figure 31 shows the outside sheet of the RH articulation that will require replacement.



**Figure 32: B-Car Anti-Climber Damage**



**Figure 33: B-Car Anti-Climber Damage**

Figure 32 and Figure 33 shows some minor damage to the anti-climber and to the FRP cab mask that will require repair.



**Figure 34: C-Car Impact Side Damage**

Figure 34 shows the side of the C-Car that experienced the impact and was discussed in section 3.1.4. This plate will require replacement.



**Figure 35: A-C Articulation Endgirder Joint**

Figure 35 shows the damages to the dampener mounts on the C-Car endgirder discussed in section 3.1.4.



**Figure 36: C-Car Articulation Portal**



**Figure 37: C-Car Articulation Portal – Inside View**

Figure 36 and Figure 37 shows the damage that occurred to the articulation portal of the C- Car. This will have to be removed and replaced as well.

## **4 Conclusions**

The majority of the damages to the carshell occurred in the A-car lowfloor, LH sidewall, and articulation portal. The C-Car also experienced significant damages to the articulation portal that will have to be addressed. All the damages noted shall be replaced with identical components along the originally designed weld seams where practical. In areas where maintaining the original design is not practical a partial component and splice will be designed for repair after consulting with structural engineering.

Damage to the roof structure are visually present but it has not been fully inspected. Once the roof is accessible for removal a full evaluation will be performed. This report and supplemental list of materials cover structural components only and surrounding components that require repair prior to finishing work. These include many components that are not present in the pictures due to the teardown to evaluate the LRV structure. Floor panels, insulation, belly pans, exterior cladding, bellows, windows, and all associated installation materials have been included on the list of materials for repair.

A high-level overview of the repair procedure would begin with the installation of a supporting bracing structure. This would hold undamaged structural pieces in place while all damages are removed. Then the low floor structure can be re-established and installed including the articulation endgirder. Next the LH sidewall and endportal assembly can be installed. Once all the structural components are installed and inspected the carshell can be painted. In parallel the removable roof can be repaired, painted, and installed once the prior repairs are complete. Finally, all removed elements defined above can be installed per original specifications

LRV Number 1137  
 Type of LRV S70  
 Customer Salt Lake City  
 Date 2/25/2019

Annex 2 to the quote letter dd. 4/15/2019

	Disposition / Area to use part	IPC Sec-Fig-Ln-d	JDE P/N	DESCRIPTION	QTY Needed for repair
1	A-B endgirder p/n C2699800	part of p/n C2700001	C2700600	LONGITUDINAL GIRDER, ENDGIRDERLF	1
2	A-B endgirder p/n C2699800	part of p/n C2700001	C2700800	WEB, LONGITUDINAL, GIRDER	1
3	A-B endgirder p/n C2699800	part of p/n C2700101	C2700700	LONGITUDINAL GIRDER, ENDGIRDERRT	1
4	A-B endgirder p/n C2699800	part of p/n C2700101	C2700800	WEB, LONGITUDINAL, GIRDER	1
5	A-B endgirder p/n C2699800		C2561800	DOUBLER, ENDGIRDER, RIGHT	1
6	A-B endgirder p/n C2699800		C2561900	DOUBLER, ENDGIRDER, LEFT	1
7	A-B endgirder p/n C2699800	part of p/n C2512400	C2512500	CROSS GIRDER, ENDGIRDER	1
8	A-B endgirder p/n C2699800	part of p/n C2512400	C2512600	PLATE, CROSS GIRDER	1
9	A-B endgirder p/n C2699800	part of p/n C2512400	C2512700	PLATE, CROSS GIRDER	1
10	A-B endgirder p/n C2699800		C2350600	PLATE, END, CROSS-GIRDER,	1
11	A-B endgirder p/n C2699800		C2350800	PLATE, END, CROSS-GIRDER	2
12	A-B endgirder p/n C2699800		C2344900	LIFTING, PLATE, 4X171X178	2
13	A-B endgirder p/n C2699800		C2350700	UPPER, PLATE, END, CROSS-GIRDER,	1
14	A-B endgirder p/n C2699800		C2350400	WEB, END, CROSS-GIRDER	2
15	A-B endgirder p/n C2699800		C2819000	WEB, END CROSS GIRDER, LH	1
16	A-B endgirder p/n C2699800		C2350900	PLATE, END, CROSS-GIRDER	2
17	A-B endgirder p/n C2699800		C2700200	SUPPORT FLOOR, ENDGIRDER	2
18	A-B endgirder p/n C2699800		C2354300	CAP, LONGITUDINAL, GIRDER 4X112X395	1
19	A-B endgirder p/n C2699800		C2354200	CAP, LONGITUDINAL, GIRDER 4X112X395	1
20	A-B endgirder p/n C2699800		C2700300	PLATE, END CROSS GIRDER, MID	1
21	A-B endgirder p/n C2699800		C2365600	PLATE, END, CROSS-GIRDER	6
22	A-B endgirder p/n C2699800		C2700400	PLATE, END CROSS GIRDER, LF	1
23	A-B endgirder p/n C2699800		C2700500	PLATE, END CROSS GIRDER, RT	1
24	A-B endgirder p/n C2699800		C2369400	PLATE, SERIAL NO, 3X30X70	1
25	A-B endgirder p/n C2699800		C2370500	STOP, ENDGIRDER	1
26	A-B endgirder p/n C2699800		C2370600	STOP, ENDGIRDER	1
27	A-B endgirder p/n C2699800		C2370200	MEASURING, BOSS, 35X25	2
28	A-B endgirder p/n C2699800		C2370700	PLATE, STOP 8X80X90	2
29	A-B endgirder p/n C2699800		C2365500	CASTING, ENDGIRDER	1
30	A-B endgirder p/n C2699800		C2365100	BOSS, DAMPER (DEGREE 50X25)	2
31	A-B endgirder p/n C2699800		C2251100	ANGLE, FRAME, BELLOW	1
32	A-B endgirder p/n C2699800		C2360500	RIB, ENGIRDER	2
33	A-B endgirder p/n C2699800		C2716701	ASSY, BOSS	2
34	A-B endgirder p/n C2699800		C2352400	CAP, BELLOW 2X100X152	2
35	A-B endgirder p/n C2699800		C2337900	BOSS, DAMPER 50X40	2
36	A-B endgirder p/n C2699800		C2379400	SUPPORT DISK, BL15X405X1369, 1.8	1
37	A-B endgirder p/n C2699800		C2379500	SUPPORT DISK, BL15X40X356, 1.896	1
38	A-B endgirder p/n C2699800		C2370100	C-RAIL, 29X15X2X100	2
39	A-B endgirder p/n C2699800		C2256500	PLATE, ENDGIRDER, RIGHT	1
40	A-B endgirder p/n C2699800		C2256600	PLATE, ENDGIRDER, LEFT	1
41	A-B endgirder p/n C2699800		C2819100	WEB, END CROSS GIRDER, RH	1
42	A-B endgirder p/n C2699800		C2819200	WEB, END CROSS GIRDER, CTR	1
43	A-B endgirder p/n C2699800		C2812800	PLATE, BACKING, CROSS GIRDER	2
44	Underframe	4	C2707200	LONGITUDINAL, GIRDER, LOWFLOOR, UNDE	2
45	Underframe	14	C2684800	CROSS-GIRDER, U/F, LOW-FLOOR	1
46	Underframe	17	C2672000	TUBE, CONDUIT	2
47	Underframe	18	C2714900	PLATE, DOOR, GIRDER	2
48	Underframe	19	C2715000	ANGLE, DOOR, GIRDER	2
49	Underframe	20	C2690700	PLATE, ANGLE, UNDERFRAME	2
50	Underframe	22	C2257800	PLATE, BELLOW, FIXING	1
51	Underframe	23	C2257400	PLATE, BELLOW, FIXING	1
52	Underframe	24	C2672100	TUBE, SUPPORT, RAMP, SECOND	2
53	Underframe	25	C2706600	GIRDER, DOOR, BRIDGEPLATE	2
54	Underframe	25	C2653400	GUSSET, GRIDER, BRIDGEPLATE	6
55	Underframe	26	C2714700	CHANNEL, SUPPORT, BRIDGEPLATE	2
56	Underframe	27	C2714800	TUBE, SUPPORT, RAMP, FIRST	2
57	Underframe -Part 1	8	C2707100	LONGITUDINAL, GIRDER, LOW-FLOOR	1
58	Underframe -Part 1	10	C2351700	CAP, LONGITUDINAL GIRDER	1
59	Underframe -Part 1	12	C2366800	RIB, DOOR, GIRDER	2
60	Sidewall Center	6	C2709800	PROFILE, SIDEWALL, CENTER	1
61	Sidewall Center	3	C2708800	ANGLE, SIDEWALL, LOWFLOOR	1
62	Sidewall Center	11	C2708700	U-PROFILE, SIDEWALL, CENTER	1
63	Sidewall Center	13	C2708900	CROSSGIRDER, WINDOW, SIDEWALL, CENT	1
64	Sidewall Center	21	C2559900	GUSSET, WINDOW	2
65	Sidewall Center	10	C2251000	BOSS	6
66	Sidewall, Lowfloor, Left, Artic A/I2		C2711900	ANGLE, SIDEWALL, LOWFLOOR	1
67	Sidewall, Lowfloor, Left, Artic A/I3		C2712100	CROSSGIRDER, SIDEWALL, LOWFLOOR	1

	IPC	JDE P/N	DESCRIPTION	QTY Needed for repair	
Disposition / Area to use part	Sec-Fig-Ln-d				
68	Sidewall, Lowfloor, Left, Artic A/15	C2251000	BOSS	3	
69	Sidewall, Lowfloor, Left, Artic A/17	C2562200	PLATE,SIDEWALL	2	
70	Sidewall, Lowfloor, Left, Artic A/18	C2729300	CROSSGRIDER SIDEWALL LOWFLOOR	1	
71	Sidewall, Lowfloor, Left, Artic A/19	C2730200	ANGLE,SIDEWALL,LOWFLOOR	2	
72	Sidewall, Lowfloor, Left, Artic A/110	C2332000	WINDOW,CORNER,SIDEWALL-LOWFLOOR	1	
73	Doorpost, Lowfloor	1	C2713200	BOW,DOORPOST,LOWFLOOR	2
74	Doorpost, Lowfloor	2	C2717900	SHEET,DOORPOST,LOWFLOOR LEFT	2
75	Doorpost, Lowfloor	3	C2718000	SHEET,DOORPOST,LOWFLOOR RIGHT	2
76	Doorpost, Lowfloor	4	C2392500	WEB,DOORPOST	2
77	Doorpost, Lowfloor	5	C2392600	WEB,DOORPOST 2X78X468.4	2
78	Doorpost, Lowfloor	6	C2717100	WEB,DOORPOST	2
79	Doorpost, Lowfloor	7	C2717200	WEB,DOORPOST	2
80	Doorpost, Lowfloor	8	C2393000	WEB,DOOR-POST, 2X78X513	2
81	Doorpost, Lowfloor	9	C2392000	CAGE,DOOR-POST, 2X64X186	8
82	Doorpost, Lowfloor	10	C2393200	WEB,DOOR-POST, 22X78X505	2
83	Doorpost, Lowfloor	11	C2391700	CAP,DOOR-POST	2
84	Doorpost, Lowfloor	12	C2717000	RIB,DOORPOST	2
85	Doorpost, Lowfloor	13	C2535600	PLATE,DOUBLER,DOOR-POST	4
86	Doorpost, Lowfloor	14	C2722400	PLATE,DOORPOST,BOTTOM	4
87	Doorpost, Lowfloor	15	C2723100	WEB,DOORPOST	2
88	Endportal, Sidewall, Left	1	C2710100	SHEET,ENDPORTAL,LEFT	1
89	Endportal, Sidewall, Left	2	C2383100	ANGLE,ENDPORTAL,5X82X2397	1
90	Endportal, Sidewall, Left	3	C2712200	SHEET,ENDPORTAL,LH	1
91	Endportal, Sidewall, Left	4	C2711100	ASSY,ENDPORTAL,RIB #1	1
92	Endportal, Sidewall, Left	5	C2711300	ASSY,ENDPORTAL,RIB #2	1
93	Endportal, Sidewall, Left	6	C2711500	ASSY,ENDPORTAL,RIB #3	1
94	Endportal, Sidewall, Left	7	C2705100	ASSY,ENDPORTAL,RIB #4	1
95	Endportal, Sidewall, Left	8	C2711700	ASSY,ENDPORTAL,RIB #5	1
96	Endportal, Sidewall, Left	9	C2392900	ANGLE,ENDPORTAL 2X45.2X2171.5	1
97	Endportal, Sidewall, Left	10	C2385400	STRUT,ENDPORTAL,2.5X82.5X450	1
98	Endportal, Sidewall, Left	11	C2256000	C-RAIL,29X15X2X79	1
99	Endportal, Sidewall, Left	12	C2745200	GUSSET,ENDPORTAL RIB #1	1
100	Endportal, Sidewall, Left	13	C2745300	GUSSET,ENDPORTAL RIB #2	1
101	Endportal, Sidewall, Left	14	C2745400	GUSSET,ENDPORTAL RIB #3	1
102	Endportal, Sidewall, Left	15	C2745500	GUSSET,ENDPORTAL RIB #4	1
103	Endportal, Sidewall, Left	16	C2745600	GUSSET,ENDPORTAL RIB #5	1
104	Endportal, Sidewall, Right	1	C2710200	SHEET,ENDPORTAL,RIGHT	1
105	Post, Bellows, Endportal, Left	1	C2376200	SOCKET,ENDPORTAL,2X170X202	1
106	Post, Bellows, Endportal, Left	2	C2376300	PLATE,ENDPORTAL,4X77X220	1
107	Post, Bellows, Endportal, Left	3	C2378200	POST,BELLOW,LEFT,1.5X270X537	1
108	Post, Bellows, Endportal, Left	4	C2378300	POST,BELLOW,LEFT,1.5X270X424	1
109	Post, Bellows, Endportal, Left	5	C2378400	CAP,POST,BELLOWS,ENDPORTAL,LEFT,2X	1
110	Post, Bellows, Endportal, Left	6	C2339800	PLATE,POST,BELLOW,ENDPORTAL,1.5X30:	1
111	Post, Bellows, Endportal, Left	7	C2256000	C-RAIL,29X15X2X79	2
112	Post, Bellows, Endportal, Right	1	C2376200	SOCKET,ENDPORTAL,2X170X202	1
113	Post, Bellows, Endportal, Right	2	C2376300	PLATE,ENDPORTAL,4X77X220	1
114	Post, Bellows, Endportal, Right	3	C2376400	CAP,POST,BELLOWS,ENDPORTAL,RIGHT,2	1
115	Post, Bellows, Endportal, Right	4	C2327100	POST,BELLOW,RIGHT,1.5X270X537	1
116	Post, Bellows, Endportal, Right	5	C2340200	POST,BELLOW,RIGHT,1.5X270X424	1
117	Post, Bellows, Endportal, Right	6	C2339800	PLATE,POST,BELLOW,ENDPORTAL,1.5X30:	1
118	Post, Bellows, Endportal, Right	7	C2256000	C-RAIL,29X15X2X79	2
119	Crossgirder, Doorheader	1	C2707900	GIRDER,DOORHEADER	1
120	Crossgirder, Doorheader	2	C2691400	CAP,DOORHEADER	4
121	Crossgirder, Doorheader	3	C2691500	CAP,DOORHEADR,LH	1
122	Crossgirder, Doorheader	4	C2691600	CAP,DOORHEADER,RH	1
123	Crossgirder, Doorheader	5	C2708200	C-RAIL,DOORHEADER	2
124	Crossgirder, Doorheader	6	C2728500	CAP,DOORHEADER	2
125	Doorheader, Sidewall	3	C2708000	PROFILE,DOORHEADER	1
126	Carshell coupling		n/a	miscellaneous materials	1
127	Sidewall Structure A-B Car, Left	9	C2839401	ROOFSHEET,REAR,LH	1
128	Carshell,Steel,Complete,A-Car	30	C2572400	GUSSET,POST,ENDPORTAL	2
129	Carshell,Steel,Complete,A-Car	28	C2340600	SUPPORT,2X262X312	2
130	Carshell,Steel,Complete,A-Car	25	C2236700	PROFILE,BRACKET	1
131	Carshell,Steel,Complete,A-Car	29	C2561600	WEB,CORNER,UPPER	2
132	Carshell,Steel,Complete,A-Car	35	C2236100	PROFILE,BRACKET	1
133	Carshell,Steel,Complete,A-Car	32	C2739100	U-PROFILE,SIDEWALL,LOWFLOOR,L	1
134	Articulation, Cross Girder	1	C2375200	BEAM,ENDPORTAL,ARTICULATION	1
135	Weld-on Parts A-B Underframe	9	C2716701	ASSY,BOSS	6
136	Weld-on Parts A-B Underframe	20	A0707606	SCREW,HEX HD,M12X45,DIN933,SST	4
137	Weld-on Parts A-B Underframe	11	C2672800	BRACKET,MTG,BRIDGEPLATE,FRONT	8
138	Weld-on Parts A-B Underframe	12	C2747601	PLATE,SUPPORT,THRESHOLD,LH	4
139	Weld-on Parts A-B Underframe	14	C2748200	BRACKET,SUPPORT,BRIDGEPLATE,RH	2
140	Weld-on Parts A-B Underframe	15	C2748300	BRACKET,SUPPORT,BRIDGEPLATE,LH	2
141	Weld-on Parts A-B Underframe	16	C2743000	ANGLE,SUPPORT,FLOOR	4
142	Weld-on Parts A-B Underframe	17	C2742700	ANGLE,RAMP	4
143	Weld-on Parts A-B Underframe	18	C2742601	ANGLE,SUPPORT,FLOOR,LH	2
144	Weld-on Parts A-B Underframe	19	C2742602	ANGLE,SUPPORT,FLOOR,RH	2
145	Sliding Plates	2	A2808300	SCREW,SCH,FLH,M16X60,DIN 7991,SST	16
146	Sliding Plates	4	A0700407	NUT,LOCK,M16,DIN985,SST	16
147	Weld-on Parts A-B Carshell	5	C2370100	C-RAIL, 29X15X2X100	2

Disposition / Area to use part	IPC Sec-Fig-Ln-d	JDE P/N	DESCRIPTION	QTY Needed for repair
148 Install, Damper, Articulation	5	A2571000	SCREW,HEX,ISO4017,M8X20,A2-70	8
149 Kinpin Install	3	97239805	BOLT,M65X200,C45	2
150 Weld-on Parts A-B Carshell	18	C2539900	PLATE,COVER,DRAIN	4
151 Weld-on Parts A-B Carshell	19	C2540800	BRACKET,SUPPORT,CLADDING	6
152 Kinpin Install	4	70027222	NUT,CASTLE,M36,DIN935,CL 8,ZN	2
153 Weld-on Parts A-B Carshell	23	C2741701	ANGLE,MOUNT,DOOR, TOP,LH	1
154 Weld-on Parts A-B Carshell	24	C2741702	ANGLE,MOUNT,DOOR, TOP,RH	1
155 Sliding Plates	3	A0700009	WASHER,FL,M16,DIN125A,SST	16
156 Front End		C2765500	C-RAIL,BLINEB54 SST304X240MM	1
157 Front End		C2729501	GIRDER,SIDESILL,LH	1
158 Front End		C2741100	C-RAIL,BLINE,B54,SST304X100MM	1
159 C-Car		C2337800	CONSOLE	2
160 C-Car		C2342800	CAP	1
161 C-Car		C2256000	C-RAIL,29X15X2X79	2
162 C-Car		C2382800	C-RAIL,C29X15X2X120,INOX	2
163 C-Car		C2324500	CAP	1
164 Endportal, C-Car	1	C2319200	ENDPORTAL,POST,3X520X2842	1
165 Endportal, C-Car	4	C2326400	ANGLE BRACKET,2X294X360	3
166 Endportal, C-Car	9	C2343500	SUPPORT,BL2X257X294,1.8963,EN10051A	1
167 Endportal, Post, C-Car	1	C2341300	U-CAP,3X180X227	1
168 Endportal, Post, C-Car	2	C2341200	POST,BELLOW,RIGHT,3X267X424	1
169 Endportal, Post, C-Car	3	C2340300	PLATE,ENDPORTAL,BL 3X295X867	1
170 Endportal, Post, C-Car	4	C2340400	PLATE,ENDPORTAL,3X267X604	1
171 Endportal, Post, C-Car	5	C2340500	SOCKET,ENDPORTAL,3X171X219	1
172 Endportal, Post, C-Car	6	C2257900	CAP,ENDPORTAL POST,3X154X326	1
173 Sliding Plates	1	A7844200	SLIDING ELEMENT	4
174 Kinpin Install	7	70036716	M20X1.5X60,DIN961,CL 8.8,ZN	8
175 Kinpin Install	8	70036276	HEX NUT, ISO8673 M20X1.5,8-ISO898- 2,E3	8
176 Kinpin Install	9	01745003	SCHNORR HS20 WASHER FST EN 10132-4	8
177 Sliding Plates	5	A3536300	SHIM,SLIDING ELEMENT	4
178 Lower Articulation Joint	3	09419236	ARTICULATION BEARING	1
179 Lower Articulation Joint	4	09419237	COVER COMPLETE	1
180 Lower Articulation Joint	5	A4940600	FITTING,GREASE,M10X1,90 DEG,SS	2
181 Lower Articulation Joint	6	A2570600	PIN,SPRING,DIN1481,25X32,A2-70	10
182 Lower Articulation Joint	7	A2570700	SCREW,SCH,LWHD,M12X30,DIN7984,SST	16
183 Lower Articulation Joint	8	A2570800	SCREW,SCH,FLH,M12X20,DIN7991,SST	3
184 Lower Articulation Joint	11	A2570900	WASHER,M12-19.5,DIN25201,A4	16
185 Install, Damper, Articulation	1	A4476400	DAMPER,541-893,RAL 7011,CYL BRG,25MM	2
186 Kinpin Install	6	70025189	COTTER PIN,6.3X63,ISO 1234,ST A3C	2
187 Install, Damper, Articulation	3	09419251	PLATE,DAMPER,BL5X45X36,DIN1016,1.4301	4
188 Weld-on Parts A-B Underframe	10	A4519300	STUD WELD,MD,M6X16MM,BW, SST	8
189 Pivot, Upper A-Car	1	A5531900	BOLT,HEX,DIN40187,M20X50,8.8,G	4
190 Pivot, Upper A-Car	2	A2571300	WASHER,M20-39,DIN25201,A4	4
191 Upper Articulation Joint	1	A4671100	UPPER ARTIC JOINT PREASSEMBLE	1
192 Upper Articulation Joint	4	09419233	PLATE,TOLERANCE,5MM,5X120X260,S235J	2
193 Upper Articulation Joint	5	09419234	PLATE,TOLERANCE,2MM,2X120X260,S235J	2
194 Upper Articulation Joint	6	09419235	PLATE,TOLERANCE,1MM,1X120X260,S235J	2
195 Upper Articulation Joint	14	A2571300	WASHER,M20-39,DIN25201,A4	16
196 Upper Articulation Joint	15	A2571400	PIN,SLOTTED SPRING,25X40,ISO13337,ST,1	8
197 Upper Articulation Joint	17	A2571600	SCREW,HEX,M20X80,ISO24017,10.9,DACRC	8
198 Upper Articulation Joint	19	A2571500	NUT,M20,DIN934,10.9,GEOMET	8
199 Kinpin Install	1	97239244	CENTER PIN COMPLETE	2
200 Weld-on Parts A-B Underframe	23	A2730500	WELDING STUD,M8X23,ZN WITH INSULATC	4
201 Weld-on Parts A-B Carshell	7	C2894400	STUD WELD MR M8 X 30 MM SS18-8Reduce	24
202 Kinpin Install	5	97239939	RING,WEAR	2
203 Weld-on Parts A-B Carshell	8	C2894200	STUD WELD MR M8 X 20 MM SS18 -8 Reduc	40
204 Weld-on Parts A-B Carshell	21	A4494400	STUD,WELD,PROJECTION,M6X30,ZN,YEL	2
205 Weld-on Parts A-B Carshell	29	C2894300	STUD WELD MR M8 X 25 MM SS18-8Reduce	15
206 Install, Damper, Articulation	2	A3513300	BOLT,DAMPER,25MM DIA	4
207 Kinpin Install	11	70069475	SEAL,V-RING,TRUCK BOLSTER MFG# CR4C	2
208 Cladding Install	28	A2529800	SEALANT,BOSTIK-FINDLEY,BLACK	7000
209 Passenger Windows	3	A2529700	ADHESIVE,BOSTIK-FINDLEY,BLACK	3550
210 Glueing, Cladding	30	A2529900	ADHESIVE,CLADDING,BOSTIK-FINDLEY,WI	12.5
211 Glueing, Cladding	40	A2580700	ADHESIVE BOOSTER,CLADDING,600ML SA	2
212 Belly Pans	14	A2644800	CP 25WB+ 3M SEALANT FIRE BARRIER 20C	400
213 Floor Panels	22	A2644800	CAULK,ELASTOMERIC LATEX	50
214 Floor Panels	24	A0903300	560,POLYURETHANE ADHESIVE SEALANT	7200
215 Floor Panels	32	A0903400	540,POLYURETHANE SEALANT	40
216 Passenger Windows	6	A0901900	GLUE,FAST ACTING	25
217 Bellow Frame A/B	02-108-2	A0927800	TANK SEALER, US STANDARD FUEL (REST	2
218 Glueing, Cladding	10	A2130400	SPACER,CLADDING,5MM,MEDIUM	60
219 Glueing, Cladding	20	A2130300	SPACER,CLADDING,10MM,MEDIUM	120
220 Bellow Frame A/B	02-108-1	09418973	FRAME, OUTER, UPPER (HUBNR PN 041500	2
221 Bellow Frame A/B	02-108-3	09422613	FRAME, OUTER, LEFT (HUBNR PN 0415005	2
222 Bellow Frame A/B	02-108-4	09422614	FRAME, OUTER, RIGHT (HUBNR PN 041500	2
223 Bellow Frame A/B	02-108-6	09418974	FRAME, INNER, UPPER (HUBNR PN 041500	2
224 Bellow Frame A/B	02-108-8	09422611	FRAME, INNER, LEFT (HUBNR PN 04150056	2
225 Bellow Frame A/B	02-108-9	09422612	FRAME, INNER, RIGHT (HUBNR PN 0415005	2
226 Cladding Install	2	C2705302	PULTRUSION,DOOR,INNER ASSY,RH	1
227 Cladding Install	3	C2705401	PULTRUSION,DOOR,OUTER ASSY,LH	1

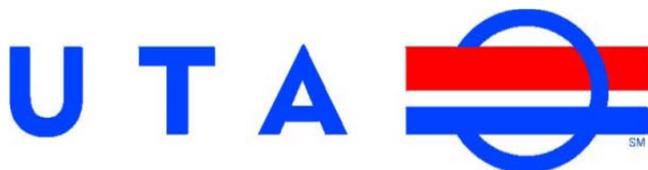
	Disposition / Area to use part	IPC Sec-Fig-Ln-d	JDE P/N	DESCRIPTION	QTY Needed for repair
228	Cladding Install	7	C2703801	CLADDING,L-FL,UPPER ASSY,LH	1
229	Cladding Install	9	C2704500	CLADDING,PANEL,MID,A/B-CAR	1
230	Cladding Install	13	C2703901	CLADDING,H-FL,MID ASSY,LH	1
231	Cladding Install	15	C2704000	CLADDING,L-FL,MID ASSY	1
232	Cladding Install	16	C2704200	CLADDING,L-FL,LWR	1
233	Cladding Install	17	C2704101	CLADDING,ARTCLN,MID,LH	1
234	Cladding Install	19	C2704300	CLADDING,END,LOWER,LH	1
235	Cladding Install	20	C2704400	CLADDING,END,LOWER,RH	1
236	Floor Panels	13	A4281400	PANEL,FLOOR,LOW FLOOR,MID	1
237	Floor Panels	15	A4281600	PANEL, FLOOR, #15	1
238	Floor Panels	14	A4281500	PANEL, FLOOR, #14	1
239	Floor Panels	31	A4308500	PANEL,FLOOR,RAMP TRIM	4
240	Cladding Install	32	A2855100	RIVET,PROT HEAD,3/16",.626"-.750" GRIP,S	10
241	Cladding Install	33	A0715800	RIVET,PROT HD,3/16"X.251-.375",SST/SST M	14
242	Cladding Install	34	A0796900	RIVET,PROT HD,1/8"X.063-.125",SST/SST M,	30
243	Belly Pans	12	A0701800	WASHER,FL FNDR,M8,DIN9021B,SST	100
244	Belly Pans	13	A0700402	NUT,LOCK,M8,DIN985,SST	100
245	Bellow Frame A/B	02-108-2	A2689200	RIVET, 5.0 X 17.2 (TITGM PN 379810)	38
246	Bellow Frame A/B	02-108-5	A2689200	RIVET, 5.0 X 17.2 (TITGM PN 379810)	20
247	Bellow Frame A/B	02-108-7	A2689200	RIVET, 5.0 X 17.2 (TITGM PN 379810)	36
248	Bellow Frame A/B	02-108-10	A2689200	RIVET, 5.0 X 17.2 (TITGM PN 379810)	32
249	Bellow Frame A/B	02-108-11	A0743000	INSERT, THREADED, M8, ST, AKS4-8125-3.8, ZN YEL (AVK PN AKS4-8125-3.8)	16
250	Cladding Install	27	A2587400	INSULATION,FELT,3"X24"X48",6 PCF	2
251	Insulation, Floor		A8767200	KIT, UNDERFRAME ASSY	1 (see notes)
252	Cladding Install	26	A2843200	DOUBLER,PANEL,CLADDING	4
253	Cladding Install	22	A4245200	PANEL,CLADDING,#1	2
254	Cladding Install	23	A4253001	PANEL,CLADDING,RAMP,LH	1
255	Cladding Install	24	A4253002	PANEL,CLADDING,RAMP,RH	1
256	Belly Pans	15	C2334000	DISTANCE,WASHER,SUBFLOOR,RD25X8,P	12
257	Belly Pans	16	C2722700	SHEET,SUBFLOOR,ARTICULATION	1
258	Belly Pans	20	C2758201	ASSY,SUBFLOOR,U/F,LOWFLOOR	2
259	Belly Pans	2	C2333400	U-PROFILE,SUBFLOOR,SHEETS,BL2X57X6	6
260	Belly Pans	3	C2729000	U-PROFILE,SUBFLOOR,SHEET,1580	2
261	Belly Pans	4	C2729100	U-PROFILE,SUBFLOOR,SHEET,1735	2
262	Belly Pans	5	C2671800	U-PROFILE,BELLYPAN,CENTER	3
263	Belly Pans	6	C2728900	U-PROFILE,SUBFLOOR,SHEET,1020	2
264	Belly Pans	7	C2722800	SHEET,SUBFLOOR,MID-PORTAL	1
265	Belly Pans	9	C2729200	U-PROFILE,SUBFLOOR,SHEET,330	2
266	Belly Pans	10	C2693000	U-PROFILE,SUBFLOOR,SHEETS	1
267	Belly Pans	11	C2722900	SHEET,SUBFLOOR,MID-SECTION	1
268	Passenger Windows	5	A2043700	SPACER,FLOOR,10X30X6MM,DUROMETER	10
269	Belly Pans	17	C2695600	SPACER,MID,BELLY PAN	2
270	Belly Pans	18	C2695700	SPACER,TAPERED,BELLY PAN	8
271	Belly Pans	19	C2695800	SPACER,LONG,BELLY PAN	2
272	Floor Panels	17	A1400000	SPACER,FLOOR,1MM,HARD	20
273	Floor Panels	18	A1400100	SPACER,FLOOR,2MM,RUBBER	30
274	Floor Panels	19	A0253600	SPACER,FLOOR,4MM,RUBBER,HARD	40
275	Passenger Windows	7	A2043600	SPACER,FLOOR,10X30X10MM,DUROMETER	40
276	Passenger Windows	2	A4252500	WINDOW,PASSENGER,LOW FLOOR	1
277	Passenger Windows, C-Car	1	A4270100	WINDOW,PASSENGER,C-CAR	2

# UTAH TRANSIT AUTHORITY

## **Construction Safety and Security Program Manual**

**5 January 2013**

**Revision 9.2**



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# Table of Contents

<b>1.0</b>	<b>Introduction .....</b>	<b>1</b>
<b>2.0</b>	<b>Purpose .....</b>	<b>2</b>
2.1	Minimum Safety Requirements .....	2
2.2	Program Elements .....	2
<b>3.0</b>	<b>Scope of This Policy .....</b>	<b>3</b>
<b>4.0</b>	<b>Definitions .....</b>	<b>4</b>
<b>5.0</b>	<b>Program Objectives .....</b>	<b>7</b>
<b>6.0</b>	<b>Construction Safety Responsibility .....</b>	<b>8</b>
6.1	General Contractor .....	8
6.2	Construction Superintendent .....	9
6.3	Contractor's Safety Supervisor .....	9
6.4	Job Foremen.....	10
6.5	Project Resident Engineer Responsibilities .....	11
6.6	UTA Construction Safety Administrator .....	11
<b>7.0</b>	<b>Safety Requirements.....</b>	<b>13</b>
7.1	General Safety Provisions .....	13
7.2	Construction near Railroad Operations.....	13
	Clearances.....	13
	Speed Limits .....	14
	Track Access Permit.....	14
	On-Track Safety.....	14
7.3	Traffic Control .....	14
	Flagging, Barricades, Signs, and Signals .....	14
	Maintenance of Traffic Control Employee.....	15
7.4	Substance Abuse Policy .....	15
	Drug Testing and Cost.....	15
	Post Accident Testing .....	15
	Legally Prescribed Drugs.....	15
7.5	Work Preparation .....	16
	Demolition.....	16
	Contractor Personnel Requirements.....	16
7.6	Motor Vehicle Operations .....	18
	Driver's License .....	18
	Parking.....	18
	Condition.....	18
	Guarding .....	18
	Access .....	19
	Transporting.....	19
7.7	Reporting Accidents, Incidents, and Injuries .....	19
7.8	Contractor's Procedures for Emergency Reporting and Response.....	20
	Supplies .....	20
	First Aid Training.....	20

Planning.....	20
Emergency Care.....	20
Emergency Numbers.....	20
7.9 Protection of the Public and Property.....	21
Public.....	21
Precautions.....	21
7.10 Noncompliance.....	22
7.11 Non-Performance.....	22
7.12 Notice of Noncompliance with Safety and Health Regulations.....	22
7.13 Failure to Correct Unsafe Conditions.....	22
Security on the Job Site.....	23
Right to Search.....	23
<b>Appendix A: Applicable Governmental Agency and Industry Safety Standards.....</b>	<b>25</b>
<b>Appendix B: Contractor's Formal Safety Program Requirements.....</b>	<b>26</b>
General Provisions.....	26
Special Provisions.....	26
<b>Appendix C: Monthly Safety Report/Contract Document.....</b>	<b>28</b>

# 1.0 Introduction

This manual provides general information and guidance to UTA project managers, engineers, and contractors on the requirements and procedures for accident prevention and safety for Utah Transit Authority projects. The UTA safety goal is to achieve an accident-free construction project.

Contractors and all sub-contractors are required to sign the contractor acknowledgement form at the end of this manual and provide a copy to the UTA construction safety administrator and project resident engineer.

Contractors and subcontractors are charged with the responsibility of adoption and use of this *UTA Construction Safety and Security Program Manual* and other safety programs administered by UTA. This will allow for a coordinated safety effort with a consistent *UTA Construction Safety Manual* on all project sites. Proper supervision and training at all tier-levels, with employee participation in the *UTA Construction Safety and Security Program Manual* will be required.

It should be noted that the *UTA Construction Safety and Security Program Manual* reflects minimal standards. All general contractors, contractors, and their sub-tiers will be expected to meet or exceed the standards and good safe practices outlined in this manual and their own safety program, whichever is more stringent.

## 2.0 Purpose

### 2.1 Minimum Safety Requirements

The purpose of this policy is to establish the minimum safety guidelines for contractors of and visitors to UTA construction projects. And to promote consistency of purpose, compliance, and conduct on all UTA construction projects, regardless of size or cost.

Utah Occupational Safety and Health (UOSH) require that UTA inform all contractors regarding the safety rules of UTA. UOSH also requires that contract employees are trained in the work practices necessary to safely perform their jobs.

Safety must be an integral part of each job. Full participation, cooperation, and support are necessary and required to ensure the safety and health of all persons and property involved in the project. Each Contractor is responsible to provide safe working conditions for their employees and Subcontractors, and to protect the public and all others who may come in contact with, or be exposed to, the project.

Good partnering with other contractors on project sites is required to minimize the potential for exposure from external sources. Contractors are required to:

- a. Plan and execute all work in order to prevent personal injury, property damage, and loss work time.
- b. Comply with federal, state, and local laws, ordinances, codes, regulations, and industry standards, along with UTA's protocols and procedures.

### 2.2 Program Elements

An effective safety and health program contains the following elements:

- a. Management leadership and employee involvement
  1. Top management personal involvement
  2. System to address safety and health concerns
- b. Worksite analysis
  1. Hazard analysis (SOP; JSA)
  2. Self inspection
- c. Hazard prevention
  1. Hazard tracking
  2. Medical services
  3. Disciplinary program for all levels
- d. Safety and health training
  1. New employee
  2. Managers and supervisors
  3. Visitors

### 3.0 Scope of This Policy

This policy applies to all UTA employees, contractors, sub-contractors, and visitors to UTA construction projects. This also applies to companies providing goods and materials to the project.

It is not possible to include all specific instruction for every job condition, state, or federal regulation or other recognized procedures in this manual. This manual has been developed to provide guidelines for safe work practice. Each contractor is required under the contract, and in effect by law, to adhere to the *UTA Construction Safety and Security Program Manual*.

Contractors and their subcontractors on the site bear the primary responsibility for safety and no liability is implied by the development of the *UTA Construction Safety and Security Program Manual*.

The existence of this *UTA Construction Safety and Security Program Manual* does not relieve the contractor of its safety responsibilities under applicable government requirements nor does it change the terms and conditions of the contract or any of the policies of insurance to be issued. Safety must be a primary consideration in all construction related activities to be undertaken on this project.

UTA reserves the right to add, delete, or modify sections of this *UTA Construction Safety and Security Program Manual* from time to time as it deems necessary.

## 4.0 Definitions

accident	An unexpected event that interrupts or interferes with the orderly progress of the construction activity or process, and could result in bodily injury or property damage.
bid	The offer of the bidder for the work when made out and submitted on the prescribed bid forms, properly signed, and guaranteed.
claim	A demand for compensation, including a benefit request for injuries or damages caused by a loss.
construction safety program	The safety and loss control program established to minimize hazards and risks associated with construction projects.
consultant	The firm or firms under contract to UTA which are performing services, including but not limited to design, engineering, project control, construction management, surveying, environmental assessment and geotechnical investigations, in support of the overall project of which this contract is a part.
contract	The written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. The contract shall include the invitation for bids, bid, general provision, plans and specifications, and contract bond; also any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner.
contractor	The person, persons, partnership, joint venture, company, or corporation entering into this contract for the performance of the work required by the contract. A contractor will normally report to a general contractor unless there is a reason for direct contact with a project manager or UTA's resident engineer.
contractor's safety supervisor	A contractor's employee hired or assigned to perform safety responsibilities and may perform other project tasks secondary to safety responsibilities.
contractor	The individual for a given project who has the overall responsibility to see that the work or job is completed satisfactorily.
construction manager	A resident engineer's general superintendent for a given project that has overall responsibility to see that the work or job is performed to specification.
construction work	For purposes of this manual, construction work means work for construction, alteration, and/or repair, including painting and decoration.

engineer	A registered professional, with a designation or academic degree in a specific technical discipline.
general contractor	A corporation, company, partnership, joint venture, person, or persons entering into contract for performance of work required by the contract.
contractor's superintendent	The individual for a given project who has the overall responsibility to see that the work or job is completed satisfactorily.
general duty clause (GDC)	Is defined by section 5(a) (1) of the Occupational Safety and Health Act (OSHA). GDC would apply to any condition considered unsafe by competent persons for regulatory rules that have not been established, published, and distributed. Any such condition shall be brought to the attention of appropriate management and representative of UTA to determine corrective action.
government requirements	Federal, state, and local statutes, ordinances, codes, regulations, orders, rules, directives, requirements, policies, procedures, and guidelines applicable to the project or the work to be performed under the contract.
manual	As presented the <i>UTA Construction Safety and Security Program Manual</i> .
near miss	Any unplanned event having the potential for serious consequences, but resulting in no property damage or personal injury.
plans	The drawings, standard drawings, profiles, typical cross-sections, general cross-sections, elevations, diagrams, schedules, and details which show the locations, character, dimensions, and details of the work.
project engineer	The contractor's executive representative designated in accordance with project specifications.
project resident engineer	UTA's authorized representative charged with the professional administration of a particular contract.
security	Those contracted or hired agents under the authority of UTA, serving in the interest of public safety and property control.
subcontractor	Any individual, partnership, or corporation undertaking construction or other services under contract with a contractor or general contractor.
sub-subcontractor	Any individual, partnership or corporation which performs sublet work with the consent of a subcontractor or its designee, excluding vendors, suppliers, material dealers, or others whose function is solely to supply materials, parts or equipment to and from the job site.

UTA	Utah Transit Authority.
UTA construction safety administrator	An individual hired to administer the UTA Construction Safety Program as outlined in this manual.
UOSH	The Utah Occupational Safety and Health rules and regulations promulgated there under relating to the occupational safety and health requirements for the job site, including construction work.
work	The furnishing of all supervision, labor, material, equipment, services, and incidentals necessary to complete any duties and obligations imposed on the contractor by the contract.
work site	The area enclosed by the limit of work indicated on the plans and the boundaries of local streets and public easements in which the contractor is to perform work under the contract. This is interchangeable with "job site".

## 5.0 Program Objectives

The *UTA Construction Safety and Security Program Manual* has been established to promote safety and to minimize and control hazards and risks associated with the on-site construction activities of the project. It is intended that the program manual will complement each contractor's safety program and will be coordinated toward a total safety effort. The overall *UTA Construction Safety and Security Program Manual* goals are as follows:

- a. Eliminate personal injuries and property damage.
- b. Achieve greater administrative efficiency.
- c. Develop a healthful and safe place to work.

The effectiveness of the *UTA Construction Safety and Security Program Manual* depends on the active participation and cooperation of all levels of contractor's management, including supervisors and employees of each sub-contractor, and the coordination of their efforts with the project resident engineer, in carrying out the following basic procedures:

- a. Adopt this manual and use it in conjunction with the contractors' own safety program, in preparation of the work or services to be performed on UTA sites.
- b. Plan all work to minimize the potential for personal injury, property damage, and loss of productive time.
- c. Maintain a system of prompt detection and correction of unsafe practices and conditions.
- d. Establish and conduct training programs to stimulate and maintain interest and cooperation of all employees. Safety talks and safety training programs shall be held weekly.
- e. Prompt notification and investigation of all accidents or claims to determine the causes and to take corrective action.
- f. Interface with the project resident engineer's emergency preparedness procedures and train all employees in protocol for communication in the event of an incident/injury.

NOTE: The existence of this *UTA Construction Safety and Security Program Manual* does not relieve the contractor of its safety responsibilities under applicable government requirements or regulations, nor does it change the terms and conditions of the contract or any of the policies of insurance to be issued. Safety must be a primary consideration in all construction-related activities to be undertaken on this project.

UTA reserves the right to add, delete, or modify sections of this *UTA Construction Safety and Security Program Manual* from time-to-time as it deems necessary.

## 6.0 Construction Safety Responsibility

### 6.1 General Contractor

The general contractor is responsible for accident prevention and jobsite safety on the overall project. This responsibility cannot be delegated to subcontractors, sub-subcontractors, insurance administrators, the resident engineer's representative, or other persons. Without limiting the generality of the foregoing, the contractor shall perform the following:

- a. Comply with all government requirements and regulations, including, but not limited, to UOSH.
- b. Participate in and support the general *UTA Construction Safety and Security Program Manual* and other safety procedures specified in the contract.
- c. If required by the appropriate contract, regulation, construction safety administrator, or the UTA project engineer, prepare a formal safety and health program designed to address specific activities associated with the work. Examples of required written safety programs include, but are not limited to the following: confined space entry, hazard communication, lockout/tagout, steel erection, etc.
- d. Abide by the general duty clause. (This clause is intended to clarify and reinforce UTA's posture in requiring contractors to provide a safe and healthy working environment for their employees).
- e. Upon notification of the contract award, adopt this manual and also present contractor's safety program to the resident engineer. Contractors lacking a formal safety program will not constitute grounds for a contract schedule extension or additional fees to develop such a safety program.
- f. Appoint a competent contractor's superintendent and contractor's safety supervisor to carry out the duties and responsibilities of the safety program. The name of the contractor's superintendent and contractor's safety supervisor shall be given to the UTA construction safety administrator in writing. Where the nature or the size of the contract warrants, the resident engineer may request the contractor to employ a qualified contractor's safety professional.
- g. Maintain and promptly file accurate reports as required by the resident engineer, the insurers, government requirements, including accident and injury reports, and furnish to the resident engineer and UTA construction safety administrator, a monthly summary of injuries (on the attached form, appendix C). The resident engineer reserves the right to audit any contractors or subcontractors OSHA Log 300.
- h. Ensure subcontractor and sub-subcontractor compliance with jobsite safety requirements.
- i. Ensure that all of its subcontractors and their sub-subcontractors are provided with a copy of this manual and are informed of their obligations with regard to safety.
- j. Plan and execute all work to comply with the stated objectives and safety requirements including, but not limited to this manual, provisions of the contract, government requirements, and industry standards, including those listed in appendix A.
- k. Hold safety meetings at least weekly. Documentation of topics discussed and attendees shall be maintained and provided to the UTA construction safety administrator upon request.

- l. Maintain an orientation and training program for new employees that will include training on the (1) hazards present in the area in which they will be working and (2) personal protective equipment and apparel the workers will be required to use or wear as specified under applicable government requirements, including UOSH. The contractor shall provide and enforce the use of all personal protective equipment.
- m. Provide tools, machinery, and equipment in safe working condition.
- n. Promptly investigate and take corrective action when unsafe working conditions or methods are detected (e.g., lack of good housekeeping practice, use of equipment in obviously poor condition, failure to adhere to statutory construction regulations, etc.). First-time deficiencies should be corrected by prompt referral of the incident to the contractor's project safety supervisor or to the contractor's superintendent.
- o. Be responsible for the proper execution by contractor's personnel of their obligations in the *UTA Construction Safety and Security Program Manual*, including the obligations of the contractor's superintendent or contractor's safety representative.
- p. Ensure that each crew has the ability to verbally communicate with any other member of UTA construction, inspection, and/or UTA management team.

## 6.2 Construction Superintendent

The contractor's superintendent will ensure compliance with all provisions of the contract, including the *UTA Construction Safety and Security Program Manual* and government requirements. Additional duties of the contractor's construction superintendent shall include the following:

- a. Review and direct immediate action to correct all substandard safety conditions at the job site.
- b. Take an active part in all supervisory safety meetings, including the discussion of observed unsafe work practices or conditions, a review of the accident experience and corrective actions, and encouragement of safety suggestions from employees.
- c. Cooperate with the resident engineer representatives, UTA construction safety administrator, the insurance administrators, and the insurers.
- d. Require each subcontractor and sub-subcontractor to appoint a job superintendent and job foreman to ensure compliance with this manual.

## 6.3 Contractor's Safety Supervisor

The Contractor's safety representative or contractor's safety supervisor shall perform the following:

- a. Provide timely reports in writing of any unsafe conditions or practices, and take corrective actions. Report all violations to the appropriate superintendent for corrective action.
- b. Investigate all accidents and implement immediate corrective action.
- c. Report all injuries and accidents in a timely manner in accordance with this manual and government requirements.
- d. Conduct daily safety inspections of the job site and the work of the contractor, subcontractor, and sub-subcontractors to eliminate unsafe acts and/or conditions.
- e. Review safety meeting reports submitted by job foremen and take necessary action to ensure that meaningful weekly safety meetings are held by the job foremen.

- f. Assist in the preparation of all accident investigation and reporting procedures.
- g. Implement safety-training programs for supervisors and employees applicable to specific responsibilities, including the steps to take in the event of an accident. Provide job foremen with appropriate training materials to conduct weekly "tool box" safety meetings, and attend those meetings for evaluation and follow through.
- h. Be responsible for the control, availability, and use of necessary safety equipment, including personal equipment for the employees.
- i. Coordinate safety activities with the UTA construction safety administrator, the insurance administrator, and the insurers, and take necessary steps to promptly implement safety recommendations.
- j. Coordinate the public relations aspects of this manual with the UTA construction safety administrator.
- k. Attend and participate in special safety meetings held or sponsored by the resident engineer, the insurers, or the insurance administrator.
- l. Obtain and keep current knowledge of availability of first aid and emergency treatment for injured employees.
- m. Maintain an active incident log containing a comprehensive record of all incidents on the project classifying them as near miss; utility hit; vehicle (on-site); first aid; recordable; lost time/restricted duty; and fatality. Such log will be submitted to the construction safety administrator quarterly.

It should be noted that the *UTA Construction Safety and Security Program Manual* reflects minimal standards. All general contractors, contractors, and their sub-tiers will be expected to meet or exceed the standards and good safe practices outlined in this manual and their own safety program, whichever is more stringent.

## 6.4 Job Foremen

The job foremen are an integral part of an effective safety program, and the amount of effort they put into accident prevention on their daily assignments determines whether or not a good accident record is established.

The job foreman's responsibilities shall include the following:

- a. Instruct the personnel under his/her supervision in safe work practices and work methods at the time employees are given work assignments.
- b. Provide employees under his/her supervision with use of the proper protective equipment and suitable tools for the Work.
- c. Provide continuous monitoring to ensure that prompt action is taken to correct any unsafe practices or conditions on the job site.
- d. Correct or report immediately to the job superintendent any unsafe conditions, practices, or violations of this manual or the contractor's safety manual.
- e. Perform a complete investigation of all accidents and take corrective action to prevent a recurrence.
- f. Set a good safety example for personnel.
- g. Hold weekly safety meetings with work crews to

1. Discuss any observed unsafe work practices or conditions,
  2. Review the accident experience of the crew and discuss corrective action to prevent future accidents and,
  3. Encourage safety suggestions from the employees and report their recommendations to the contractor safety engineer or contractor safety supervisor.
- h. Ensure that prompt first aid is administered to an injured employee.

## 6.5 Project Resident Engineer Responsibilities

Insure that the contractor follows all applicable rules regarding safety and health and this manual. The project resident engineer is authorized to stop any construction activity or task which, in his judgment, constitutes an immediate or evolving situation of imminent danger. In the event of a conflict and/or ambiguity between various statutes on safety provisions, the most stringent safety regulation or interpretation by the construction safety administrator as to which provision applies or what is implied in a given situation will be final. The resident engineer may perform the following:

- a. Review all applicable contract documents for safety related issues.
- b. Review contractor's safety programs, descriptions of the hazards peculiar to their work, and their nominees for the contractor's safety professional (or contractor's safety supervisor) position.
- c. Observe the contractor's application of its own safety program and the *UTA Construction Safety and Security Program Manual*.
- d. Any contractor, subcontractor or sub-subcontractor employee who is found to be in violation of safety rules or other resident engineer policies or procedures is subject to a stop work notice until differences are resolved or the contractor disciplines the employee.

PROVIDED, HOWEVER, that the project resident engineer shall have no duty or obligation to conduct continuous or exhaustive inspections or observations to check the safety of the project or the safety precautions and programs for the work since these are solely the responsibility of the contractor under the contract.

## 6.6 UTA Construction Safety Administrator

The UTA construction safety administrator will observe the contractor's application of the *UTA Construction Safety and Security Program Manual*. The UTA construction safety administrator has the right, but not the obligation, to perform the following:

- a. Stop any construction activity that constitutes an immediate threat of imminent danger, until such condition has been corrected.
- b. Report any observed unsafe working condition to the contractor and the resident engineer.
- c. Promptly notify the contractor and the resident engineer in writing of noncompliance with any of the safety requirements contained in the contract or this manual.
- d. Maintain written documentation of communications, as necessary with the contractor concerning accident prevention.
- e. Receive and review copies of the contractor's daily reports, equipment maintenance log, accident report forms, and other forms as they apply, upon request.
- f. Enforce the recommendations of the resident engineer.

PROVIDED, HOWEVER, that the UTA construction safety administrator shall have no duty or obligation to conduct continuous or exhaustive inspections or observations to check the safety of the project or the safety precautions and programs for the work since these are contractually required of the contractor.

## 7.0 Safety Requirements

### 7.1 General Safety Provisions

The general contractor shall provide for the health and safety of employees, the public, and other persons; prevent damage to property, materials, supplies, and equipment. Without limiting the generality of the foregoing, to achieve these purposes, the contractor shall perform at least the following:

- a. Comply with all government requirements, industry standards (see appendix A) including, but not limited to, the application of OSHA Construction Safety and Health Regulations 29 CFR Part 1926 and 29 CFR Part 1910. Adhere to their contractor safety program and the *UTA Construction Safety and Security Program Manual*. The contractor shall require compliance of the foregoing by all subcontractors and sub-subcontractors at every tier. UTA has adopted in full, 49 CFR 214, Railway Worker Protection Act.
- b. The contractor shall not receive additional payment or reimbursement for safety items and procedures which have been identified as required by the contract, or the *UTA Construction Safety and Security Program Manual*, or any government requirements.
- c. All contractors shall have a written safety and health policy where required by OSHA unless they adopt the safety and health policy of the general contractor in writing.
- d. Require the wearing of reflective vests, safety glasses, and hard hats on all UTA construction sites. Work inside a building, without hazards from falling objects may preclude the wearing of a hard hat.

### 7.2 Construction near Railroad Operations

The contractor shall take all necessary steps to prevent the following hazards:

- a. Mounds or piles of earth, construction materials, temporary structures, overnight storage of equipment, or other objects within seven feet of any operational railroad track or crossings.
- b. Pavement drop-offs in excess of three inches, either permanent or temporary.
- c. Barricades not properly highlighted for easy visibility.
- d. Night work lighting directed in such a manner that it interferes with production.
- e. Open holes that are not guarded.
- f. All employees shall have road worker training when working on or near any UTA rail system or any other active railroad entity. The training may be modeled after UTA, UP, or Utah Railway programs.

#### Clearances

Standard clearances may not give enough protection where tracks pass doorways or corners of temporary buildings causing workers to walk directly into the path of moving railroad equipment. These locations must be safeguarded with fixed railings or other means of pedestrian control to detour employees from the hazard.

## Speed Limits

Speed limits shall not exceed 15 mph; 10 mph in locations where workers are intermingled with motorized equipment. Speed limits will be established and enforced for all traffic, in accordance with UTA, Union Pacific (UP), and UDOT motor vehicle authority.

## Track Access Permit

A permit is required any time the tracks are occupied or there is the potential for fouling the tracks by machine, equipment, material, or worker. (Note: The permit for working on the TRAX system shall be obtained through the TRAX Control Center at 352-6700. Permits for working on the commuter rail right-of-way shall be obtained through the construction safety administrator. A copy of the permit shall be in the possession of a crewmember at the work site.) If a crew is found to be without a permit, the violators shall be removed from the track work site until a permit is obtained.

## On-Track Safety

The contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulation (49CFR214, Subpart C) and UTA's on-track safety rules. Under 49CFR214, Subpart C, contractors are responsible for the training of their employees on these regulations. In addition, all contractor employees must participate in a job briefing that will specify the type of on-track safety requirements for the type of work being performed. Special note must be made of

- Limits of track authority
- Track fouling limits (10' from center of UTA tracks)
- Adjacent track safety
- Clear zones
- Personal protective equipment (PPE)
- Work zone around machines
- Minimum distances between machines
- UP and Utah Railroad activity in work area

Contractors and UTA employees are required to be annually certified in Roadway Worker Protection (RWP) if the individual, equipment, or machinery will foul the track or has the potential to foul the track. UTA provides this training for employees and contractors. This training is valid only for UTA alignments.

## 7.3 Traffic Control

### Flagging, Barricades, Signs, and Signals

Traffic controls are the responsibility of the contractor overseeing the completion of the contract. Public roads crossing the work site, and roadways on the work site used by equipment and motorized vehicles, will be the responsibility of the contractor.

Every effort will be made to prevent disruption of traffic flow by the motorized public and pedestrian traffic. Accident and injury prevention will be a top priority.

Flag persons shall be trained and qualified.

Contractors are required to adhere to the standards for work zone traffic control as printed in part VI of the MUTCD Book (latest edition). All standards of the manual on uniform traffic control devices will be required to be placed in effect during the contract. Traffic control ordinances of the local jurisdiction shall be complied with, where applicable.

### **Maintenance of Traffic Control Employee**

The contractor must name an employee and a back up who will be on twenty-four hour call, with the authority to maintain construction barricades and signal flashers.

## **7.4 Substance Abuse Policy**

The contractor's substance abuse policy shall be in accordance with Chapter 38 of the Utah code, FTA rule 49 CFR part 655, and the DOL Drug Free Workplace Act of 1988. Testing procedures will follow 49 CFR part 40.

Any possession, use, or distribution of a controlled substance, or alcohol on site is strictly forbidden.

### **Drug Testing and Cost**

Before allowing a "safety sensitive" employee (as defined by current US DOT regulations) to perform a safety sensitive function for the first time, the contractor must ensure that the employee passes a pre-employment drug test.

When a covered employee has not performed a safety sensitive function for ninety consecutive calendar days, and the employee has not been in the contractor's random testing selection pool during that time, the contractor shall ensure that the employee passes a pre-employment drug test before returning to safety sensitive duties.

The cost of all drug testing will be borne by the contractor / employer.

Tests may be performed on a periodic basis. All employees on site will be subject to random drug / alcohol testing.

Testing for cause (reasonable suspicion) will be initiated in accordance with the guidelines within chapter 38 of the Utah Code and 49 CFR part 655 (FTA rules).

### **Post Accident Testing**

A test for drug and alcohol use is required after an accident. The cost of these tests will be borne by the contractor.

### **Legally Prescribed Drugs**

Prescription medication may be permitted on site, provided the drugs are contained in the original prescription container and are prescribed by an authorized medical doctor for the current use of the person named on the container.

It is the responsibility of each employee/ consultant who is taking prescribed medication to inform his physician of his job duties and to inform his supervisor of any such medication, which would restrict the employee in performing work duties in a safe and efficient manner.

## 7.5 Work Preparation

Before commencing work, the project engineer/manager and the contractor shall perform the following:

- a. Meet with the representative of the project resident engineer and the construction safety administrator to discuss and review the Contractors Safety Program in relation to the *UTA Construction Safety and Security Program Manual*.

### Demolition

Demolition work shall be conducted in accordance with 29 CFR 1926, Subpart T. Prior to initiating demolition activities, the following survey and plan shall be accomplished:

- a. An engineering survey, by a competent person, of the structures to determine the layout, condition of framing, floors, walls, foundation, and underpinnings. The potential for building damage or collapse and existence of other potential or real demolition hazards shall be part of the survey.
- b. A demolition plan, by a competent person, based on the engineering survey shall be developed which shall include a detailed plan authorizing the procedures for safe demolition and removal of all building materials. Protocol for removal of any hazardous materials from the site shall be included in this plan, based on the hazardous materials survey outlined below.
- c. A hazardous materials survey, by a competent person, shall be conducted. The purpose is to determine if any hazardous materials, chemicals, gases, explosives, flammable liquids, biological, ionizing, or other suspect substances require additional action during demolition. This would include any pipes, tanks, or other equipment containing hazardous materials requiring additional controls.

### Contractor Personnel Requirements

It is UTA's desire to maintain a safe place to work. To do this, the project manager must have the active participation and cooperation of all contractors, subcontractors, sub-subcontractors, and their employees. The contractor and each subcontractor and sub-subcontractor are responsible for orienting employees on the specific safety rules that must be followed by all persons working on the project.

A list of minimum requirements is as follows:

- a. The contractor shall be responsible for providing and requiring the use of required personal protective equipment for its employees, equivalent to at least the minimum standard required by the UTA construction safety administrator.
- b. Approved hard hats shall be worn at all times on the job site. Individual company name/logo identification shall be shown on each hard hat. (Hats shall meet the requirements outlined by 29 CFR 1910.135). Those performing steel erection, welding, rigging, surveyors, and equipment operators may wear hard hats with beaks facing rear for clear (unrestricted) vision. All others shall be worn as designed by the manufacturer.
- c. Hearing protection shall be worn when required.
- d. Clothing Requirements:
  - A serviceable, over the ankle, leather shoe or work boot with a heavy sole is to be worn. ("Steel toe" boots with a non-slip sole are recommended.)

- Full length trousers.
  - Shirts with a minimum of tee-shirt length sleeve (no tank tops or cut off sleeves).
  - Gloves shall be worn where protection is needed against concrete, rough or sharp objects, hot materials, or other chemicals, caustic, or abrasive material.
  - Tank tops, shirts cut off at the midriff, cutoffs, sweat pants, moon boots, sandals, sneakers, loafers, jogging shoes, flip-flops, etc., are prohibited. (Visitors are required to maintain the same dress code.)
- e. Long hair shall be contained under a hard hat or net if said individual is working near an exposure where hair may become entangled.
  - f. High visibility vests (orange with reflective surfaces are required when working on or near the UPRR right of way) shall be worn at all times while working/visiting the railway, roadway, or public right of way.
  - g. Eye protection by means of goggles or eyeglasses with side shields shall be worn at all times on the job site.
  - h. Housekeeping, including the removal of trash and debris from site, shall be provided by the contractor. This pertains to all areas occupied by or worked in, including parking lots.
  - i. The contractor shall provide sanitation facilities (porta-potties).
  - j. No employee shall possess, use, or be under the influence of illegal drugs, alcohol, or any mind-altering substance while on the project.
  - k. Gambling, fighting, or horseplay shall not be tolerated.
  - l. Hot work—Ensure that no welding or cutting operations which may generate an open flame or hot surface around combustibles /flammable liquids are performed until contractor's superintendent or resident engineer has been notified and written authorization is obtained to conduct such operations.
  - m. Have anti-flashback devices installed on the fuel side of all fuel gas and oxygen cutting torches.
  - n. Secure compressed gas cylinders in upright position at all times. Valve caps shall be in place when not in use. Cylinders shall be transported and stored in accordance with applicable government requirements.
  - o. Provide safety devices on all air compressors with hoses exceeding one and one-half-inch inside diameter at the source of supply or branch line to reduce pressure in case of hose failure.
  - p. Use of water trucks, sweeping, and other additional means will treat areas in need of dust control.
  - q. Lock out / tag out provisions shall be in accordance with UOSH, and good safe practice outlined in 29 CFR 1910.147 and 1926.417.
  - r. Confined space entry shall be performed in accordance with regulations and guidelines.
  - s. Air monitoring for hazardous vapors and gases shall be sampled at the expense of the contractor and documentation / response is in accordance with NIOSH guidelines.
  - t. Scaffold assembly and safe occupancy shall be performed in accordance with 29 CFR 1926.451.

- u. Employees working with concrete, concrete forms, and shoring will be required to follow the UOSH standards. Do not ride the concrete bucket.
- v. Lasers—Only continuous wave (CW) lasers with output power levels of 10mW/cm<sup>2</sup> (10 milliwatts per square centimeter) or less and installed and operated in accordance with the manufacturer's instructions shall be used on construction sites. The use of lasers exceeding 5mW/cm<sup>2</sup> requires the use of anti-laser eye protection devices.
- w. The employee is required to wear a full body harness with lanyard when working more than six feet above any adjacent working surface. A one hundred percent tie-off is required when working six or more feet above grade. An alternate form of fall protection may be used, provided it meets with 29 CFR 1926.
- x. Only trained, certified employees will be allowed to operate powder-actuated tools.
  - 1) No power tool shall be operated without a properly adjusted guard in place.
  - 2) Hand tools shall be used only for the purpose for which they were designed and shall be kept in good repair.
  - 3) Pneumatic power tools shall be secured to the hose by some positive means to prevent the tool from becoming accidentally disconnected.
  - 4) Any tool found not in proper working order, or that develops a defect during use, shall be removed from service until properly repaired.
- y. Employees working over or near water, where danger of drowning exists, shall be provided with U.S. Coast Guard approved life jacket or buoyant work vests.

(29 CFR 1926.106)

## 7.6 Motor Vehicle Operations

### Driver's License

Each contractor, subcontractor, or sub-subcontractor or vendor-supplier employee driving a motor vehicle on a UTA job site shall have a valid driver's license and each such motor vehicle shall have a current inspection sticker; if required by the state of registration.

### Parking

Employee parking shall be as designated by the Project Resident Engineer. All Contractor, Subcontractor or Sub-Subcontractor vehicles shall enter and exit the Jobsite only through authorized control points designated by the Resident Engineer or UTA.

### Condition

All construction equipment windshields and side windows shall be cleaned and unbroken. Safety equipment such as head, tail, brake, and clearance lights, etc. shall be kept clean. Back up alarms shall be in working order on all vehicles with limited or restricted driver vision to the rear.

### Guarding

Heavy equipment with rotating superstructure such as back hoes and power shovels shall be guarded in such a manner that rotation of the superstructure shall not present danger to pedestrians or infringe into any traffic lane.

## Access

The resident engineer may designate access to the job site. The contractor shall have control of the work site during construction and may restrict access to provide safety to the job site, employees, and the public, and in the event of a negative impact on schedule.

## Transporting

All passengers shall be transported to and from the site while sitting /riding in seating arraigned and designed for passenger travel. All passengers shall wear passive restraints that will require mechanical fastening of seat belts.

## 7.7 Reporting Accidents, Incidents, and Injuries

All accidents that occur from operations or work performed for the project or other construction contracts on the job site must be verified, investigated, reported, and analyzed as prescribed by this manual.

All contractors, subcontractors, and sub-subcontractors shall instruct their employees and other personnel to follow these procedures if someone is injured; there is property damage or a near miss:

- a. Seek medical assistance for anyone who is injured. The injured employee's supervisor will see that first aid is administered on site if possible.
- b. Except for rescue and emergency procedures, secure the area tightly and quickly. The accident scene shall not be disturbed until the investigating authority officials have released it.
- c. Immediately report all accidents or conditions resulting in a fatality, the hospitalization of any employee or property damage estimated in excess of \$1,000 to the contractor's superintendent or other person in charge at the job site, and notify the UTA construction safety administrator.
- d. The contractor's safety supervisor, or other designated person, must notify all other parties and report the event as outlined in this manual.
- e. The local UOSH office (telephone 530-6901/fax 530-7606) must be notified within twelve hours of an occurrence involving a fatality, disabling, or serious injury to a worker. The UTA construction safety administrator shall be notified within twenty-four hours.
- f. If advanced medical assistance is necessary, contractors are instructed to send employees injured on site to medical clinics or hospitals as per the contractor's policy.
- g. First aid cases need not to be submitted as a first report of injury. However, such incidents will be categorized as "non-reporting" and "first aid only" unless the injured employee continues to undergo medical treatment. Employees are responsible for reporting all injuries or occupational illnesses immediately to their employer or immediate supervisor. No supervisor shall decline or refuse to accept a report of injury from a subordinate.
- h. Except in cases of emergencies, the foreman or immediate supervisor must provide the injured employee with written authorization to seek medical treatment.
- i. Questions from the news media and others shall be referred to UTA Public Affairs Office.
- j. In the event an employee of a contractor, subcontractor, or sub-subcontractor is exposed to toxic materials or harmful physical agents, the contractor shall notify the UTA construction

safety administrator of the incident and the corrective action taken to eliminate further exposures.

- k. Only authorized personnel, such as representatives of the UTA construction safety administrator, the insurers, or governmental agencies administering OSHA or UOSH shall be given information pertaining to the accident.
- l. All accidents and hazardous incidents including near misses shall be reported. These records are to be maintained and available to UTA construction safety administrator, upon request, and shall include:
  1. An in-depth investigation to identify all causes and to recommend hazard control measures;
  2. The exact location of each incident shall be noted on the reporting form. The grid location of the project site where the accident occurred shall be used whenever possible (i.e. North, South, East, or West).

## **7.8 Contractor's Procedures for Emergency Reporting and Response**

The contractor's emergency procedures shall be continually reviewed and adjusted by the contractor to provide maximum effectiveness. All such procedures are to be included in the contractor's safety program and coordinated with the project resident engineer.

### **Supplies**

First aid kits shall meet the requirements outlined in 29 CFR 1926.50.

### **First Aid Training**

At least one person shall be available at the job site to render first aid that has valid certificates in first aid training from the American Red Cross, or an equivalent training program that can be verified. Said persons shall affix suitable emblems to the rear of their hard hats for identification.

### **Planning**

Actions to be taken during emergencies should be discussed regularly with the contractor's supervisory personnel and at "tool box" safety meetings.

### **Emergency Care**

If advanced medical assistance is necessary, contractors are to send employees injured on site to the medical clinics or hospitals according to the contractor's policy.

### **Emergency Numbers**

A telephone or the contractor at the job site shall provide other means of two-way communication before construction begins. The telephone numbers of the UTA public spokesperson, UTA construction safety administrator, and resident engineer shall be posted by the contractor at all project site locations.

## 7.9 Protection of the Public and Property

### Public

"Public" shall be construed as including all persons not employed by the contractor, subcontractor, or any tier sub-subcontractor.

### Precautions

In addition to the safety requirements identified within the specific contract documents, the following precautions are required:

- a. The contractor shall take all necessary action to prevent injury to the public or property damage.
- b. Work shall not be performed in any area occupied or in use by the public unless specifically permitted by the contract or in writing from the project resident engineer.
- c. When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways, and vehicular roadways, the contractor shall protect the public with appropriate guardrails, barricades, temporary fences, overhead protection, temporary partitions, shields, and adequate visibility. Such protection shall guard against harmful particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, flammable and explosive atmospheres, flammable or toxic liquids and gases, open flames, energized electric circuits, or other harmful exposures.
- d. Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors, or exits that remain in use by the public shall be kept clear by the contractor of obstructions to permit safe access and egress of the public at all times.
- e. The contractor shall conspicuously post signs and instructional safety signs where necessary. In addition, the contractor shall utilize a signalman to control the moving of motorized equipment in areas where the public might be endangered
- f. Sidewalk sheds, canopies, catch platforms, and appropriate fences shall be provided by the contractor when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition, or structural alteration of outside walls on any structure.
- g. A temporary fence shall be provided by the contractor around the perimeter of aboveground operations adjacent to public areas except where a sidewalk shed or fence is provided by the contract or as required by subparagraph C above.
- h. Perimeter fences shall be at least six feet high. They may be constructed of wood or metal frame and sheathing, heavy wire mesh, or a combination of both as provided in contract documents. When the fence is adjacent to a sidewalk near a street intersection, at least the upper section of the fence shall be open wire mesh from a point not over four feet above the sidewalk and extending at least twenty-five feet in both directions from the corner of the fence. **Note: The intention of this requirement is not to fence the entire project.**
- i. Hazards to which the public may be exposed shall be barricaded, signed, and illuminated between dusk and sunrise and the servicing contractor shall maintain such protection.
- j. Guardrails shall be made of rigid materials capable of withstanding a force of at least two hundred pounds applied in any direction at any point in their structure. Their height shall be approximately forty-two inches. Top rails and posts may be two inches by four inches dressed wood or equal material. Vertical posts shall not be over eight feet apart.

- k. Barricades meeting UTA requirements shall be provided by the contractor where sidewalk sheds, fences, or guardrails as referenced above are not required between work areas and pedestrian walkways, roadways, or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained in place except where temporary removal is necessary to perform the work. When a barricade is temporarily removed, a watchman shall be placed at all openings.

## **7.10 Noncompliance**

If the UTA construction safety administrator notes any noncompliance with this manual, or the contractor's safety program, or is advised of such noncompliance by others or by a governmental agency with the authority to enforce safety regulations, the UTA construction safety administrator shall perform the following:

- a. Notify the contractor of the noncompliance and of the corrective action required. This notice, when delivered to the contractor or the contractor's representative at the job site shall be deemed sufficient notice of the noncompliance. Immediate corrective action is required of the contractor.
- b. Exercise the right to issue a suspend-work order stopping all or part of the work if the contractor fails or refuses to take corrective action within the time specified in the notice. At resident engineer's option, the order will remain in effect until satisfactory corrective action has been taken.
- c. Deny any claim or request from the contractor for equitable adjustment for additional time or money on any suspend-work order issued under these circumstances.
- d. Require the removal from the job site of any employee, subcontractor, sub-subcontractor, or piece of equipment that is deemed to be unsafe.

## **7.11 Non-Performance**

The contractor's safety supervisor or other authorized personnel shall be replaced by the contractor at the direction of the project resident engineer for nonperformance of his or her safety/security duties at no additional cost to the project.

## **7.12 Notice of Noncompliance with Safety and Health Regulations**

All serious injuries and accidents, including a potential for a fatality or serious injury, shall be reported immediately to the UTA construction safety administrator or the resident engineer.

- a. When violations of the job site safety requirement are observed, the UTA construction safety administrator will inform the contractor orally and when determined as necessary. The UTA construction safety administrator shall issue a notice of noncompliance to the contractor.
- b. The failure of contractor's safety supervisor to secure and maintain safety performance shall subject such personnel to removal from the job site. Personnel who are denied job site access for noncompliance with safety requirements, at the UTA construction safety administrator's request, will not be granted job site access to the UTA site for other services of work.

## **7.13 Failure to Correct Unsafe Conditions**

If the contractor fails to correct the conditions described in the noncompliance notice within the time specified, a second noncompliance notice shall be issued.

Should the contractor fail to correct the safety violation which creates a hazard for persons or property, the resident engineer can perform, or cause to be performed, the necessary work and back charge the contractor or take any other action provided in the contract.

Failure to reach agreement, or failure to correct the violation, shall be documented, and the matter referred to the resident engineer for resolution with the contractor's senior management.

If an "imminent" danger or loss of property condition exists, the resident engineer shall have authority to shut down contractor's work until correction of said condition is made.

Contractor superintendents, who fail to control the actions of their employees regarding safety, are subject to suspension from the job site.

## Security on the Job Site

Contractors shall be responsible for the security of their own property and equipment in their care, custody, and control. Site security will be coordinated by UTA. The contractor will be required to maintain secure work sites, material storage sites, and office facilities. Provision of security requirements will be for the protection of both the UTA property and the property of the contractor from theft, vandalism, pilfering, or other destructive activities, as well as for protection of personnel.

The minimum requirements for the contractor's security program will identified in the contract documents. The approved contractor's security program may include both active and passive security measures such as the following:

security guard service	On-site security guard service may include both patrolling guards to randomly cover all work, office, and storage areas and stationary guards (fixed post) to control key access points or observe significant vulnerabilities.
lighting/illumination	Lighting at work sites, offices, and storage areas may be used to reduce vulnerability.
access control/alarms/CCTV	Office facilities, storage yards, buildings, and completed facilities will be secured to prevent unauthorized entry and may be provided with alarm systems or remote monitoring through CCTV systems.
physical barriers	Perimeter fencing with lockable gates will be used for storage areas and may be used for vulnerable work areas or office locations.
signage	Warning signs may be used both for security and safety reasons.

## Right to Search

The right to search tool boxes, lunch boxes, and vehicles entering and leaving the site is reserved by UTA.

END

## **Appendix A: Applicable Governmental Agency and Industry Safety Standards**

The contractor shall comply with the safety requirements and provisions of the following agencies, codes, laws, and regulations:

- ANSI (American National Standards Institute)
- Federal Railroad Administration Safety Rules and Regulations (FRA) as applicable
- 29 CFR 1910 and 29 CFR 1926 (Code of Federal Regulations) OSHA
- 49 CFR 214.0 Roadway Worker Protection Act (Dec. 1996)
- MUTCD - Manual on Uniform Traffic Control Devices (DOT)
- National Electrical Code
- National Fire Protection Association
- National Institute of Occupational Safety and Health (NIOSH)
- UBC—Uniform Building Code
- US. Environmental Protection Agency (EPA)
- UTAH OSHA R574 (UOSH)
- 49 CFR PART 655
- 49 CFR part 40
- Chapter 38 of the Utah code

## **Appendix B: Contractor's Formal Safety Program Requirements**

The contractor's safety (health and environmental) program shall include, but is not limited to, the following guidelines. The contractor is responsible to review the specific requirements of the contract, analyze the planned methods of operation, and incorporate any additional specific or unique safety requirements in the writing. The contractor is responsible to ensure that all applicable safety regulations are addressed as part of their safety program.

### **General Provisions**

1. The plan is to acknowledge that the contractor is totally responsible for compliance with and UOSH regulations and relevant state/local codes and requirements, which requires a place of employment that is free of unsanitary or hazardous conditions that would expose an employee's to unhealthy or unsafe environment.
2. The contractor's procedures for completing and forwarding to the resident engineer all on-site accident and incident reports.
3. List plans and actions for providing medical service. A copy is to be posted at the work site first aid station and the following emergency numbers shall be included for the given work area:

Fire or Ambulance Telephone \_\_\_\_\_

Police Telephone \_\_\_\_\_

### **Special Provisions**

Depending on the type of construction, additional items must be incorporated into the contractor's safety program. When applicable, these include the following:

- A. Location of crane operation signals to be posted on the jobsite.
- B. Traffic control and marking of hazards (i.e. haul roads, highways or other traffic intersections, utilities, prohibited areas).
- C. Fire protection and security systems interruption which include automatic detection devices and alarms, automatic sprinkler systems, fire pumps, fire hydrants, applicable water supplies and reservoirs. Plans shall include measures and/or procedures to provide interim fire and security protection to facilities or areas affected by interruptions.
- D. Excavations including slope protection, shoring, guarding, barricades, excavation access & egress, and excavated (waste) material storage.
- E. Scaffolding, including planking size, cleats, guardrails, toeboards, anchor points, section pins, and scaffold access.
- F. Ladders, including types of specific uses and types of anchors to be utilized.
- G. Use of cranes or derricks and the testing and inspection thereof, including: hook latches, slings, cables, boom stops, load tables, warning devices and fire extinguishers.
- H. Testing and inspecting equipment, and the provision of backup alarms for tractors, backhoes, dozers, motor graders, rough terrain fork lift trucks, man lifts, etc.

- I. Requirements for storage of flammable/combustible liquids or gases, including paints.
- J. Submittal of formwork and false work drawings for review and approval. This item should also be indicated on the Contractor's progress schedule to prevent submittal delays that could hold up project.
- K. Provision of toilets, including frequency at which toilet will be cleaned with soap and water, and sterilized.
- L. Complete blasting plan that includes procedures for blasting, permits, explosives handling, explosive storage, explosive transportation, hole loading, blast signals, and blaster qualifications.
- M. Checking and testing electrical tools and appliances for the required ground and installation of electrical circuits in accordance with the National Electric Code.
- N. Covering or barricading, excavations, wall openings and floor openings.
- O. Use of safety nets in areas where the use of belts and lift lines or scaffolds is not practical.
- P. Use of fall protection methods, life lines, and lanyards when necessary.
- Q. Providing welding protection, including shields, fire extinguishers, ventilation, hot work permits and fire watches.

## Appendix C: Monthly Safety Report/Contract Document

Contractor's Name: \_\_\_\_\_ Contract No. \_\_\_\_\_

Period Covered (Month and Year): \_\_\_\_\_

Name of Contractor's Safety Manager: \_\_\_\_\_

Item	Contract Total This Month	Contract Cumulative Total for Year
No. Hours Worked (Construction & Office)		
No. Lost Workday Cases (Entire Shift Lost)		
No. Restricted Workdays (Partial Shift Lost or reassigned to "light" duty)		
No. Cases Requiring Medical Attention		
No. Cases Recordable		
No. Fatalities		
No. On-Site Safety Meetings		
No. On-Site Equipment Accidents		
No. Vehicle Accidents, including off-site accidents by Contractor vehicles working on Contract		
No. New Workers on Site During Period		
No. Workers Safety Orientation		
No. Supervisor/Foreman Safety Sessions		
No. Site Safety Inspections		

1. Describe circumstances surrounding each lost workday and each fatality case.

2. Describe actions taken and/or planned to prevent reoccurrence.

### Signed for the Contractor:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or typed name) Safety Manager

\_\_\_\_\_  
(Printed or typed name) Project Manager

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

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

—end of document content—



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Kimberly S. Ulibarri, Chief People Officer  
**PRESENTER(S):** Kimberley S. Ulibarri, Chief People Officer

**BOARD MEETING DATE:** May 20, 2020

<b>SUBJECT:</b>	<b>Employer Dental Insurance Agreement – Administrative Employees (EMI Health)</b>							
<b>AGENDA ITEM TYPE:</b>	<b>Expense Contract Change Order</b>							
<b>RECOMMENDATION:</b>	Approve award and authorize the Executive Director to execute the contract extension and associated disbursements with EMI Health in the amount of \$1,000,000.							
<b>BACKGROUND:</b>	<p>UTA currently has a contract with EMI Health to provide dental insurance for the administrative employee population. The contract was competitively procured in 2017 and EMI Health was the contractor selected for these services. The annual cost of the contract is \$1,000,000 per year with a total contract value of \$5,000,000.00 over 5 years. The contract completion date is April 30, 2021 including this option year.</p> <p>This contract has an auto-renewal clause which does not require a signature by either party to execute an option year. There is one 1-year option remaining on the contract. UTA has advised EMI it will affirmatively execute any future contract renewal options with EMI rather than rely on an autorenewal clause.</p>							
<b>DISCUSSION:</b>	<p>EMI Health has provided dental benefits for the administrative employee population since 2017. The dental insurance provider includes a very broad network of eligible dental offices for employees to utilize throughout the Wasatch Front. The customer service provided through EMI Health has been positive with both employees as well as our customer service/administrative team. EMI’s overall value far exceeds that of previous providers which is why a contract extension has been requested.</p> <p>Staff is requesting the renewal of the contract with EMI Health for one-year in the amount of \$1,000,000.</p>							
<b>CONTRACT SUMMARY:</b>	<table border="1"> <tr> <td colspan="2">Contractor Name: EMI Health</td> </tr> <tr> <td>Contract Number: 16-2070TP-3</td> <td>Existing Contract Value: \$3,000,000</td> </tr> <tr> <td>Base Contract Effective Dates: 05/01/2017 – 04/30/2020</td> <td>Extended Contract Dates: 05/01/2020 – 04/20/2021</td> </tr> </table>		Contractor Name: EMI Health		Contract Number: 16-2070TP-3	Existing Contract Value: \$3,000,000	Base Contract Effective Dates: 05/01/2017 – 04/30/2020	Extended Contract Dates: 05/01/2020 – 04/20/2021
Contractor Name: EMI Health								
Contract Number: 16-2070TP-3	Existing Contract Value: \$3,000,000							
Base Contract Effective Dates: 05/01/2017 – 04/30/2020	Extended Contract Dates: 05/01/2020 – 04/20/2021							

	Amendment Amount: \$1,000,000	New/Total Amount Contract Value: \$4,000,000
	Procurement Method: RFP	Funding Sources: Local
<b>ALTERNATIVES:</b>	EMI Health provides the best overall value regarding service and network coverage. In the instance the extension is not approved, UTA would be required to activate the competitive bid process (RFP). This could certainly delay current dental coverage and would require employees to switch dental providers mid-year.	
<b>FISCAL IMPACT:</b>	These costs were included in the UTA 2020 budget.	
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• EMI Dental Contract (Admin)</li> </ul>	

**EMI HEALTH**

**ADMINISTRATIVE SERVICES AGREEMENT**

**for**

**UTAH TRANSIT AUTHORITY - ADMINISTRATION**

**SELF-FUNDED DENTAL PLAN**

## ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement relating to a self-funded benefit plan ("Agreement") is made and entered into by and between the Utah Transit Authority - Administration (hereinafter "Plan Sponsor"), Utah Transit Authority - Administration Self-funded Employee Benefit Plan (hereinafter "Health Plan"), and Educators Health Plans Life, Accident, and Health, Inc. (hereinafter "EMI Health").

EMI Health is a company organized under the laws of the State of Utah ("State") and duly qualified under the insurance laws of the State to provide certain administrative services in connection with self-funded employee benefit plans. Having been requested by Plan Sponsor, EMI Health is willing to provide administrative and consultative services for and on behalf of the Plan Sponsor in the manner set forth below.

Plan Sponsor desires to provide its eligible employees and their dependents who enroll (hereinafter "Enrollees") in the Plan Sponsor's Self-funded Plan (as more fully and completely described and defined in Appendix A, which is attached hereto and incorporated herein by this reference and hereinafter referred to as the "Plan") with the benefits set forth in the Plan. Plan Sponsor further desires to contract with EMI Health to have EMI Health provide services necessary for the administration and management of the Plan for Plan Sponsor, all according to the terms set forth below.

### I. DUTIES OF EMI HEALTH

In consideration of the foregoing and of the mutual covenants, promises, and agreements more fully set forth in this Agreement below, EMI Health agrees to provide services necessary for the administration, operation, and implementation of the Plan, as follows:

- 1.1. Provide to the Plan Sponsor or its eligible employees all forms and documents necessary for (i) enrollment in the Plan, (ii) submission of claims, and (iii) other documents and forms necessary for Enrollees to receive or assign benefits offered by Plan Sponsor under the Plan. Provide to each Plan Participant two identification cards at no charge. Additional cards will be provided, upon request, for a fee, the amount of which will be determined by EMI Health.
- 1.2. Receive all new applications for membership in the Plan. Plan Sponsor will make all eligibility determinations and handle and resolve any and all disputes or disagreements with potential Enrollees over such eligibility determinations. (Refer to section 2.4)
- 1.3. Process and pay, according to the Plan, all claims received by EMI Health, in a timely manner, except claim forms that are not completed in proper form need not be paid and will be returned to the claimant with a request that the form be completed properly. Plan Sponsor acknowledges and agrees that (i) benefit determinations can only be made after a complete claim is submitted and fully processed by EMI Health and (ii) benefit determinations are subject to all eligibility requirements, limitations, exclusions, and other provisions of the Plan which are in effect when a claim is incurred.
- 1.4. Deny any and all claims that are, in the reasonable judgment of EMI Health, not within coverages outlined and provided in the Plan. When a claim is denied, advise the claimant Enrollee, in writing, of the fact of and the basis or reason for the denial.
- 1.5. Correspond with Enrollee claimants and their representatives regarding possible third-party liability or claimant liability for expenses paid by the Plan on behalf of Enrollee claimants and issue an initial written demand for payment or reimbursement. Beyond an initial written

demand (which demands will be given only where legally justified in the reasonable judgment of EMI Health and its legal counsel), EMI Health shall have no responsibility or liability for the refusal of Enrollee claimants or their representatives or other third parties to reimburse the Plan for such expenses and no obligation to take any legal action to enforce the Plan's subrogation rights. Notwithstanding the foregoing, EMI Health agrees to exercise, on behalf of the Plan Sponsor and the Plan, the right to offset the payment of future claims as a method of implementing recovery of any such unreimbursed sums. The aforesaid offset right, need only be exercised in those instances in which, in the reasonable judgment of EMI Health and its legal counsel, such right is properly and legally assertable. In providing the above services, EMI Health does not represent or guarantee that it will discover or pursue each and every subrogation opportunity, or that all attempts at collection will be successful. Plan Sponsor is ultimately responsible for such discovery, pursuit, and collection.

1.6. Process and, as applicable, pay claims for dependents qualified under the Plan for coverage, provided that EMI Health shall have the right (but not the duty) to verify that a dependent for whom a claim is submitted is, in fact, a dependent qualified for coverage, as defined by the Plan.

1.7. With respect to disputed claims, provide procedures and services for adjudication and settlement consistent with the procedures and services for handling disputed claims provided by EMI Health in the administration of other similar plans. Plan Sponsor has had full opportunity to review and become familiar with the procedures and process of EMI Health in handling of disputed claims and hereby accepts and agrees to the same. Except as hereinafter provided with respect to the rights of the Plan Sponsor, EMI Health will have the authority and is hereby empowered on behalf of the Plan Sponsor to adjudicate and, as deemed appropriate in its reasonable judgment, settle any disputed claims other than claims regarding eligibility determinations. As part of the disputed claims handling process, a claims review committee will be utilized as the initial screen for any potential disputed claim. A claim settled or otherwise resolved by the claims review committee is not a disputed claim. EMI Health has no responsibility for the consequences, implications, or other results of the Plan Sponsor's determination to pay a claim or otherwise settle a claim over the objection or otherwise contrary to the claim determination made by EMI Health. In all events, EMI Health will follow its established procedures and shall follow through in a timely fashion at each level of the adjudication and resolution process.

1.8. Once a year, at the request of the Plan Sponsor, provide an accounting showing total remittances made by Plan Sponsor for the year. On a quarterly basis, and at the conclusion of each plan year, provide utilization reports that include information regarding the number and cost of claims processed by type of service provided, number and cost of claims processed by in-network and out-of-network providers, as well as other aggregate utilization data requested by the Plan Sponsor.

1.9. On a monthly basis, invoice the Plan Sponsor for claims paid and for billed rates (as described in section 3.1).

1.10. Employ such personnel as it deems necessary to perform the duties and obligations required by this Agreement. EMI Health will pay all expenses incurred by it in the performance of its obligations hereunder, including, but not limited to, compensating its personnel, independent contractors, and the costs of office space and facilities, postage, telephone and other communication expenses, routine claim adjustments, computer operations and programming, and other ordinary expenses regularly incurred in the administration and operation of an employee benefit program of

this nature. Other than for its own tax obligations, including with respect to its own employees, EMI Health will not, however, be responsible for any taxes (federal, state, or local) tax withholding, reporting, or other tax matters, obligations, or liabilities related to the Plan, the Enrollees (including employees of the Plan Sponsor), or other covered persons, or of the Plan Sponsor, its contractors, agents, employees, etc.; nor shall EMI Health bear extraordinary claims adjustment expenses such as the cost of special investigation or reporting services or any claim arising out of the payment or failure to pay a claim when acting pursuant to the determination responsibilities set forth in this Agreement or otherwise at the directions of Plan Sponsor. Plan Sponsor will also reimburse EMI Health for a proportionate share of any cost or expense reasonably incurred by EMI Health relating to such taxes, including costs and reasonable attorneys' fees incurred in disputing such taxes, and any interest, fines, or penalties relating to such taxes.

1.11. Provide, with respect to the Plan as currently constituted or as hereafter amended during the term of this Agreement, as and to the extent requested in writing by the Plan Sponsor, within reasonable bounds, evaluation of and consultation with the Plan Sponsor concerning the structure, economics, needs, and costs associated with the purchase and acquisition of stoploss coverage for excess liability. The scope and extent of services rendered hereunder that are covered by the compensation and payments provided under this Agreement shall be in the reasonable discretion of EMI Health. In all events, a written request by the Plan Sponsor for such services shall be discussed and the scope and extent of the project shall be pre-defined with EMI Health providing to the Plan Sponsor an estimate of additional cost for the portions of the subject project that EMI Health believes are outside the coverage of this Agreement ("Additional Services"). If EMI Health determines that the project involves Additional Services or that the number of projects has now resulted in a requested project being in the category of Additional Services, EMI Health is not obligated to proceed with the project until an agreement, satisfactory to EMI Health, has been reached as to the payment for the Additional Services.

1.12. Provide, as requested by the Plan Sponsor in writing, information and data necessary to assist the Plan Sponsor in the completion of the Form 5500s, as necessary.

1.13. If an overpayment should be discovered by either EMI Health or Plan Sponsor, EMI Health shall use diligent efforts toward the recovery of any loss therefrom. EMI Health shall not be required to initiate legal proceedings or any such recovery except where the same is the definitively proven and direct result of the gross negligence of EMI Health or its employees. If an underpayment is discovered, EMI Health shall promptly adjust such underpayment to the correct amount. Losses by reason of overpayment or errors in payment that cannot be recovered pursuant to this paragraph shall be borne by the Plan Sponsor, and EMI Health shall have no liability for such errors, provided they are reasonable, made in good faith, and within acceptable industry standards.

1.14. Provide HIPAA certificates to former employees of Plan Sponsor in a timely manner, as dictated by applicable law and with respect to former employees of the Plan Sponsor covered under the Plan during the administration of EMI Health under this Agreement.

1.15. Satisfy any and all reporting and disclosure requirements applicable with respect to the claims administration process for the period of EMI Health's administration under this Agreement, as the same are imposed by law.

1.16. Conduct all responsibilities in compliance with all then applicable HIPAA regulations,

including guidelines governing automation, computer security, and beneficiary confidentiality, as more fully set forth in Schedule B to this Agreement.

1.17 Make a provider network available to Enrollees located in agreed to geographical sites. EMI Health will provide directories of network providers, with periodic updates to the information in the directories. Providers in the network may change from time to time. EMI Health does not employ network providers and they are not agents or partners of EMI Health. Network providers participate in the network only as independent contractors. Providers and Enrollees are solely responsible for health care services rendered to Enrollees.

1.18. EMI Health is required to comply with the terms in the privacy practice notice.

1.19. EMI Health will assure that this Agreement and its operation are in full compliance with all applicable laws, rules, and regulations at all applicable levels of governmental oversight and regulation.

## **II. DUTIES OF PLAN SPONSOR**

2.1. The Plan Sponsor is the sponsor with full legal and other responsibility for the administration, operation, and implementation of the Plan and, notwithstanding the provisions of this Agreement under which EMI Health has taken on certain duties and responsibilities, still retains ultimate discretionary authority and all final authority and responsibility for the Plan and its operation and all obligations and liabilities arising under the Plan. EMI Health is empowered and obligated to act only as expressly stated in this Agreement or as mutually agreed to in writing with the Plan Sponsor.

2.2. The Plan Sponsor retains all final authority and responsibility in developing and determining, in accordance with applicable law, the benefits to be provided under the Plan, the language and provisions describing such benefits, the Plan's plan document, plan booklet, and where necessary, trust document. Plan Sponsor will secure legal review of such documents from Plan Sponsor's legal counsel and will also assure that the Plan is consistent with all applicable requirements of law. Plan Sponsor will provide copies of all such documents to EMI Health for its review to ensure that EMI Health can administer the Plan's benefits in the manner described. Plan Sponsor will notify EMI Health in writing of any change in Plan benefits or any other relevant Plan provision, including termination of the Plan, within a reasonable time prior to the change becoming effective. Provided EMI Health can reasonably implement the change, it will do so as soon as administratively practicable after such notice, subject to any relevant fee adjustment as provided in Section 3.1.

2.3. Except as expressly allocated as a responsibility of EMI Health under Section I or Schedule A attached hereto, the Plan Sponsor shall be responsible to review, approve, and distribute to all eligible Plan Participants (and return to EMI Health when necessary) all appropriate and necessary materials and documents including, but not limited to, summary plan descriptions, plan language amendments, enrollment forms, and applications, as may be necessary for the operation of the Plan or to satisfy the requirements of State or Federal laws or regulations.

2.4. Provide EMI Health with a list of Enrollees in the Plan at the beginning of the plan year and on a monthly basis, names, member identification numbers, and level or type of coverage of Enrollees that have discontinued participation or signed up in the Plan during the previous month.

EMI Health will be entitled to rely on the most current information in its possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. Plan Sponsor will make all eligibility determinations and handle and resolve any and all disputes or disagreements with potential Enrollees over any of its eligibility determinations.

2.5. Pay to EMI Health, the first day of the month of coverage, all considerations required under this Agreement.

2.6. Distribute a current Summary Plan Description (SPD)/handbook to each Enrollee and provide information concerning the Plan to eligible employees who might become Enrollees.

2.7. Identify and disclose to EMI Health the name of one or two administrative or management level employees, officers, or other personnel of the Plan Administrator who are designated as the primary contacts for EMI Health with respect to the administration of the Plan. Also, cooperate with EMI Health, in assuring that such liaison officers are fully apprised of the details and substance of the Plan and this Agreement and cooperate in having such liaison officers participate in appropriate training and orientation with EMI Health to assure that the administration of the Plan by EMI Health in conjunction with the Plan Administrator is done efficiently and with a minimum of unnecessary cost or time expenditure.

2.8. Undertake reasonable educational and orientation efforts with Enrollee employees to assure their understanding of the Plan and the details of administration and operation of the same. Never represent or otherwise imply that EMI Health's role or responsibilities are other than as a contract administrator of the Plan, which the Plan Sponsor shall make clear is the ultimate responsibility of the Plan Sponsor.

2.9. Provide access to all information (with appropriate confidentiality protections and in compliance with applicable law, rules, and regulations) necessary to the proper administration of the Plan by EMI Health.

2.10. Coordinate with EMI Health, with respect to such compliance issues, and with respect to areas of compliance in the administration of the Plan with which EMI Health has experience, knowledge, and expertise, work closely with and correlate compliance with EMI Health. Plan Sponsor will take full responsibility for assuring that the Plan and its operation are in full compliance with all applicable law, rules, and regulations at all applicable levels of governmental oversight and regulation.

### **III. FEES, CLAIMS PAYMENT, AND OTHER MONETARY ISSUES**

3.1. Plan Sponsor will pay to EMI Health the billed rates outlined in the most recent proposal or renewal letter on a monthly basis, on the first day of the month of coverage, based on participation levels (number) of Enrollees (covered employees) for the specified period. The fees shall remain in effect during the term of the Agreement as set forth in Article IV; provided, however, that EMI Health may change such fees as follows: (a) on each renewal date, (b) any time changes are made to the Agreement or Plan which affect these fees, (c) when there are changes in laws or regulations which affect the services provided by EMI Health under this Agreement, or (d) if the number of employees covered by the Plan or any option of the Plan changes by 10% or more. Any new fee which arises out of such change will be effective on the date such change occurs, even if such date is retroactive.

3.2. Plan Sponsor will reimburse EMI Health for claims paid immediately upon receipt of the monthly statement from EMI Health.

3.3 If, for any reason, the Plan Sponsor fails to make any payments required to be made under the terms of this Agreement on the first day of the month of coverage, or within 15 days following receipt of an invoice, or other written request for the same (whichever is later), EMI Health may

- a. suspend all claim payments under this Agreement, any predecessor Agreement, or a successor Agreement among the parties until all outstanding invoices are paid in full, regardless of whether or not the suspension of claims payments affects EMI Health's liability as set forth herein.
- b. suspend the performance of any and all other of its services to the Plan Sponsor under the Plan until such time as the Plan Sponsor makes the proper remittance and provides evidence, satisfactory in the sole and absolute discretion and judgment of EMI Health, that the financial condition and ability of the Plan Sponsor to perform its obligations hereunder is fully assured and sound.
- c. charge interest to the Plan Sponsor on all past fees due to EMI Health at the rate of one and one-half percent (1½%) per month (18% per annum) or the maximum rate allowed by law, whichever is less.

It is acknowledged and agreed that in no event is EMI Health individually or personally responsible for the payment of claims under the Plan. The obligations of EMI Health hereunder in paying claims is as the representative of the Plan Sponsor, whose obligation it is to pay the claims. EMI Health shall have no obligation to arrange for payment of benefits under the Plan if the Plan Sponsor has not made the requisite funds available in accordance with this Agreement. Further, in no event is EMI Health obligated to use its own funds or amounts received in payment of its fees or expenses to pay claims, and the Plan Sponsor shall have all responsibility for any shortfall in funds necessary to pay claims (after application of funds to pay the fees and other amounts due and owing to EMI Health for its services hereunder).

3.4. EMI Health shall not be responsible for any late filings, penalties, fines, taxes, etc. that may result from suspension or cessation of performance described in this section.

#### **IV. TERM AND TERMINATION**

4.1. This Agreement will be effective May 1, 2017, and shall be effective through the last day of April 2018. This Agreement may automatically be renewed for one-year terms, unless the Plan Sponsor notifies EMI Health in writing by certified mail of its intent to terminate the contract at least sixty (60) days prior to the end of the current term.

4.2. This Agreement will terminate immediately on the failure of Plan Sponsor to adequately pay billed rates, unless corrected within 15 business days after written demand for such correction is given by EMI Health. This Agreement will also terminate if Plan Sponsor is in other material breach of agreement which is not corrected within 30 days after notice.

- a. This Agreement may be terminated by the Plan Sponsor, with or without cause, upon the Plan Sponsor providing thirty (30) days prior written notice to EMI Health. The parties shall deal with each other in good faith during the thirty day period after any notice of intent to terminate

without cause has been given. After termination pursuant to this Paragraph, an appropriate adjustment shall be made to the payment provided under Paragraph 3 to account for the percentage of work not performed as of the date of termination.

- b. This Agreement may be terminated by the Plan Sponsor in the event that the Plan Sponsor gives notice to EMI Health of EMI Health's default of a material term or condition of this Agreement, including the incorporated "Scope of Services," and EMI Health fails to cure such default within ten (10) days after receiving written notice of such default from the Plan Sponsor.
- c. This Agreement may be terminated by EMI Health only in the event that EMI Health gives notice to the Plan Sponsor of the Plan Sponsor's default of a material term or condition of this Agreement, including the incorporated "Scope of Services," and the Plan Sponsor fails to cure such default within ten (10) days after receiving written notice of such default from EMI Health.

4.3. On termination of the Agreement, EMI Health will transfer to Plan Sponsor or any person designated by Plan Sponsor, less any sums owed by Plan Sponsor to EMI Health, control of all funds that belong to Plan Sponsor. EMI Health may provide Plan Sponsor with detailed claims and enrollment information, and any such other information that Plan Sponsor may reasonably request to facilitate transfer of administration of the Plan, which EMI Health holds in its records, files, or data base, only upon prepayment by Plan Sponsor of the reasonable estimated cost (including reasonable compensation for the time of EMI Health's employees, officers, and management) of providing the same.

4.4. Both parties agree to provide reasonable cooperation to effectuate a proper and efficient transition to the administration of the Plan by the Plan Sponsor or other contract administrator after the termination of this Agreement without renewal. At the request of Plan Sponsor, EMI Health may provide claims processing for a period of 12 months following the Agreement's termination for claims incurred prior to the termination of the Agreement. EMI Health will not perform such services in the event the Agreement was terminated because Plan Sponsor failed to pay billed rates in a timely manner.

## **V. WARRANTIES**

5.1. Plan Sponsor represents and warrants it has thoroughly considered the administrative requirements of the Plan and has had full opportunity to review the services, experience, and administrative wherewithal of EMI Health and has affirmatively, freely, and intentionally elected to contract with EMI Health to provide the services set forth in this Agreement.

5.2. Plan Sponsor further represents and warrants that it understands the financial and fiscal aspects of the Plan for which it assumes full responsibility for the fiscal integrity of its Plan.

5.3. EMI Health warrants and represents that it understands that all treatment and other medical or other records provided and or dealt with in connection with the rendition of the administrative services subject to the Agreement are confidential and will be handled by EMI Health and its employees engaged in the performance of the agreed services so as to avoid having them disclosed other than to Plan Sponsor's authorized personnel, to the covered person (or the covered person's parents if the covered person is a minor), or as required by an order of a court of competent

jurisdiction.

5.4. During the term of this Agreement and for a period of six months after any termination of this Agreement, neither EMI Health nor Plan Sponsor may hire, pay, consult, or involve any officer, agent, or employee of the other party doing insurance, administrative services, or consultative services in insurance or administrative services except with the other party's written consent.

## **VI. STATUS OF EMI HEALTH**

6.1 EMI Health is not an employer, partner, or joint venturer with Plan Sponsor. Under this Agreement EMI Health is not an insurer, underwriter, or guarantor of any of the benefits payable under this Plan, nor is it the Plan Administrator of the Plan, as that term is used under ERISA or any comparable federal or state law.

6.2. It is understood and agreed EMI Health is engaged to perform services under this Agreement as an independent contractor. EMI Health will use its best efforts to implement such written instruction, if any, as to policy and procedures that may be given by Plan Sponsor to EMI Health provided such instruction and directions are consistent and compatible with the description of services to be performed by EMI Health and are not in violation of or contrary to any laws or regulations.

## **VII. AUDITS**

7.1. EMI Health will process and pay eligible benefits in accordance with the Plan adopted by Plan Sponsor as legally modified and amended from time to time during the administration period of EMI Health. Where any payment error exists and is discovered, EMI Health will use reasonable effort to effectuate a recovery of any payments made in error, but will not be required to initiate formal legal proceedings.

7.2. All records created or maintained by EMI Health in connection with the performance of its obligations under this Agreement shall be the property of EMI Health. During the term of this Agreement, Plan Sponsor, or its designee may inspect its records in EMI Health's custody at reasonable times during normal business hours and upon reasonable advance notice to EMI Health. Plan Sponsor or its designee may obtain copies of any or all of those records at its own expense.

## **VIII. HOLD HARMLESS AND INDEMNIFICATION**

8.1 EMI Health shall indemnify and hold harmless the Plan Sponsor against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, claim, or judgment, including reasonable attorneys' fees, resulting from the grossly negligent acts or omissions or willful misconduct of EMI Health, its employees, officers, agents, and contractors, but only to the extent that such gross negligence or willful misconduct is a contributing cause of the expense, loss, suit, penalty, damage, claim, or judgment. This indemnification shall survive the termination of this Agreement.

## **IX. MISCELLANEOUS PROVISIONS**

9.1. This Agreement will bind and benefit the parties hereto and their respective successors or assigns, but it may not be assigned by either party without prior written consent of the other party.

9.2. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assured.

9.3. The interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Utah without resort to its conflict-of-laws rules.

9.4. In the event any provision of this Agreement is rendered invalid or unenforceable by any proper act of the Federal or State government or declared null and void by any court of competent jurisdiction, the remainder of the provisions hereof will remain in force and in effect.

9.5. This Agreement, or any part, section, or provision hereof, may be amended at any time during the term hereof by the mutual written consent of the parties.

9.6. The section headings used herein have been inserted for convenience of reference only and do not in any way modify or restrict any of the terms or provisions hereof.

9.7. The failure by any party to this Agreement to object or take any action with respect to any conduct or omission of the other party will not be construed as a waiver of the breach or wrongful conduct or of any future breach of this Agreement.

9.8. Any notice required to be given pursuant to the terms or provisions of this Agreement must be in writing and may either be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed to each party at the addresses that follow:

EMI Health

President  
852 East Arrowhead Lane  
Murray, Utah 84107

Utah Transit Authority - Administration

Travis Hampshire  
669 W. 200 S.  
Salt Lake City, Utah 84101

9.9. Each party agrees to carry out all activities undertaken by it pursuant to this Agreement in conformance with all applicable federal and state laws.

9.10 Any claim, controversy, or dispute of any kind or nature arising out of, or in any way in connection with, this Agreement, the parties to this Agreement, or their conduct, directly or indirectly related to this Agreement and its subject matter (including the question of whether or not the resolution of the matter is subject to this arbitration clause) including, but not limited to, claims of breach of any covenant, promise, or obligation, or with respect to any warranty, representation, or certification under this Agreement shall be submitted for resolution through binding arbitration if the same is not resolved between the parties by negotiation and settlement. Such arbitration is mandatory, and both parties hereby knowingly and intentionally agree that binding arbitration is and shall be the exclusive method of resolving any such unresolved claim, controversy, or dispute. Either party may initiate arbitration proceedings by giving written notice to the other party (pursuant to the notice provisions provided hereunder) of the election to proceed with binding arbitration. The procedures and rules governing the requested arbitration proceeding shall be (1) the terms of this Agreement governing arbitration and the procedures for the same and (2) the Utah

Arbitration Act (Utah Code Ann. 78-31a-1- et seq). In the event of any inconsistency between the listed procedures and rules, the earlier listed provisions shall govern over the later listed provisions. The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the parties hereto from a panel provided by an independent arbitration association. In the absence of an agreement by the parties as to the selection of an arbitrator, the arbitrator named by each of the parties shall, together, select the arbitrator for the proceeding from the said panel. All costs of the arbitration proceeding shall be borne equally by the parties hereto. Upon request by the selected arbitrator, each party will deposit in advance with the selected arbitrator a sum sufficient to cover the reasonably estimated costs of the arbitration proceeding payable to the arbitrator with respect to the conduct of the arbitration proceeding. Any failure to deposit such sums in the time frame required shall entitle the other party to the entry by the arbitrator of a default award in favor of such non-defaulting party in accordance with the relief requested by such non-defaulting party. The parties agree that the arbitrator may include in the award reasonable attorneys' fees incurred by the party prevailing in the arbitration proceeding. The decision and award of the arbitrator shall be final and binding upon the parties.

9.11. EMI Health's only duties with respect to ERISA or the Plan including, but not limited to, any responsibilities to provide notices of any legal right under ERISA or COBRA, as well as all obligations of disclosure and reporting are those which are expressly set forth and designated as duties of EMI Health. The parties agree that final discretion to deny or allow claims under the Plan rests in the Plan Sponsor.

9.12. The obligations of either EMI Health or Plan Sponsor under this Agreement shall be suspended during the continuance of any force majeure applicable to the party. The term "force majeure" shall mean any cause not reasonably within the control of the party claiming suspension, including, without limitation, an act of God, industrial disturbance, war, riot, weather-related disasters, earthquake, governmental action, and unavailability or breakdown of equipment. The party claiming suspension under this provision shall take reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.

9.13. If bankruptcy, receivership, or liquidation proceedings are commenced with respect to any party hereto, and if this Agreement has not otherwise been terminated, then a non-filing party may suspend all further performance of this Agreement pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision of Federal or State law. Any such suspension of further performance by a non-filing party pending the defaulting party's assumption or rejection will not be a breach of this Agreement and will not affect the non-filing party's right to pursue or enforce any of its rights under this Agreement or otherwise.

9.14. The Plan Sponsor represents and warrants that it is duly organized, validly existing, and in good standing and authorized to conduct business under the laws of Utah and in the State of Utah. Plan Sponsor has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Each of the persons signing below on behalf of Plan Sponsor represents and warrants that they have been duly authorized by appropriate action to execute this Agreement for and on behalf of Plan Sponsor.

9.15. This Agreement shall inure to the benefit of the respective parties hereunder, devisees, personal representatives, successors, and assigns.

9.16. Any facsimile signature on any counterpart shall be deemed to be an original signature for

all purposes and shall fully bind the party whose authorized officer's or agent's facsimile signature appears on the counterpart.

## **X. SCHEDULES TO THE AGREEMENT**

The following list of Schedules attach to, become part of the body of this Agreement, and are herein incorporated by reference. Schedules subsequently executed by both parties and attached hereto, shall be deemed amendments to this Agreement.

### **TITLE OF SCHEDULE**

PERFORMANCE GUARANTEE – Schedule A

PRIVACY/SECURITY ISSUES – Schedule B

IN WITNESS THEREOF, the parties hereto sign their names as duly authorized officers and have executed this Agreement.

**PLAN SPONSOR:**

UTAH TRANSIT AUTHORITY –  
ADMINISTRATION

By:   
Print Name: Jerry Benson  
Its: President / CEO  
Date: 7-7-17

By:   
Print Name: Robert Biles  
Its: VP Finance  
Date: 7/6/17

**ADMINISTRATOR:**

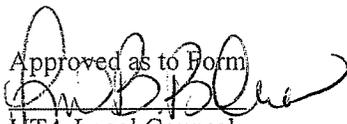
EMI HEALTH

By:   
Print Name: Steven Morrison  
Its: President  
Date: March 29, 2017

**HEALTH PLAN:**

UTAH TRANSIT AUTHORITY - ADMINISTRATION  
SELF-FUNDEDEMPLOYEE DENTAL PLAN

By:   
Print Name: Nancy Malecker  
Its: Director Total Rewards  
Date: \_\_\_\_\_

Approved as to Form  
  
UTA Legal Counsel

**SCHEDULE A**

<b>UTA Performance Guarantees</b>		
<b>Performance Measurement</b>	<b>Goal</b>	<b>At Risk (% of Administration)</b>
<b>Claims Processing</b>		
<b>Financial Accuracy</b> – Dollar amount of claims paid correctly divided by the total amount of all dollars tested.	98%	1%
<b>Clean Claims Turnaround Time</b> – Percentage of the total number of clean claims paid or denied within 30 calendar days.	30 Days = 90%	1%
<b>Customer Service</b>		
<b>Telephone Response Time (Average Speed of Answer)</b> – Total number of member calls answered within 60 seconds divided by the total number of calls received (abandoned calls are included).	85%	1%
<b>Abandonment Rate</b> – Total number of calls abandoned divided by the total number of calls received.	< 5%	1%
<b>Appeals Response Time (Initial Contact)</b> – Average time between receipt of an appeal and the date the appeal is acknowledged.	Average < 10 days	1%
<b>Appeals Response Time (1<sup>st</sup> Level)</b> – Average time between receipt of a first level appeal and all required information and the date the appeal is resolved (approved or denied). This statistic is compiled based on appeals resolved during the twelve months prior to the reporting date.	Average < 30 days.	1%
<b>Appeals Response Time (2<sup>nd</sup> Level)</b> – Average time between receipt of a second level appeal and all required information and the date the appeal is resolved (approved or denied). This statistic is compiled based on appeals resolved during the twelve months prior to the reporting date.	Average < 60 days	1%
<b>Standard Monthly Report Turnaround Time</b> – This measures the time from the end of the run-out period and when the report is completed and ready to send. The information consists of those reports prepared during the prior three months.	Average < 20 days.	1%

## SCHEDULE B

### HIPAA PRIVACY AND SECURITY BUSINESS ASSOCIATE TERMS AND CONDITIONS BY AND BETWEEN EMI HEALTH AND UTAH TRANSIT AUTHORITY - ADMINISTRATION Effective May 1, 2017

Utah Transit Authority - Administration (hereinafter "Health Plan") wishes to disclose certain information to EMI Health in the performance of this Agreement, some of which may constitute protected health information ("PHI"), as defined below. Utah Transit Authority - Administration and EMI Health intend to protect the privacy of PHI disclosed to EMI Health in compliance with the federal regulations set forth at 45 C.F.R. Parts 160 and 164 (the "Privacy Rule") issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

#### **I. DEFINITIONS FOR USE IN THIS ADDENDUM**

For the purposes of Schedule A, all capitalized terms shall have the meaning set forth in the Privacy or Security Rules, except as expressly provided herein. In addition, the following capitalized terms shall be defined as set forth below.

"**Breach**" will have the same meaning as defined by 45 CFR §164.402.

"**Breach Notification Rule**" will have the same meaning as "Notification in the Case of Breach of Unsecured PHI" at 45 CFR Part 164, Subpart D, as may be revised from time to time by the Secretary.

"**Business Associate**" shall have the meaning given to such term under the Privacy Rule, including but not limited to 45 C.F.R. § 160.103. EMI Health shall be referred to herein as Business Associate.

"**Covered Entity**" shall have the meaning given to such term under the Privacy Rule, including but not limited to 45 C.F. R. § 160.103. Health Plan shall be referred to herein as Covered Entity.

"**Data Aggregation**" shall mean, with respect to PHI created or received by EMI Health in its capacity as the Business Associate of Health Plan, the combining of such PHI with the PHI received by EMI Health in its capacity as a business associate of other covered entities, to permit data analyses that relate to the healthcare operations of the respective covered entities.

"**Designated Record Set**" shall have the same meaning as the phrase "designated record set" set forth in 45 C.F.R. § 164.501.

"**Electronic Media**" shall mean the mode of electronic transmissions. It includes the Internet, extranet (using Internet technology to link a business with information only accessible to collaborating parties), leased lines, dial-up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, or compact disk media.

"**Electronic PHI**" will have the same meaning as defined by 45 CFR §160.103.

"**Genetic Information**" will have the same meaning as defined by Title I of GINA.

**“EMI Health Information System”** shall mean any electronic information system that is under EMI Health’s custody and control and that is used by EMI Health or Covered Entity to store or transmit EPHI.

**“Individual”** shall have the same meaning as the term “Individual” as set forth in 45 C.F.R. § 164.501.

**“Individually Identifiable Health Information”** shall have the same meaning as the phrase “individually identifiable health information” as set forth in 45 C.F.R. § 164.501.

**“Privacy Rule”** shall mean the Standard for Privacy of Individually Identifiable Health Information, codified at 45 C.F.R. Parts 160 and 164, subparts A and E.

**“Protected Health Information”** shall have the same meaning as the phrase “protected health information” as set forth in 45 C.F.R. § 164.501.

**“Secretary”** shall mean the *Secretary of the Department of Health and Human Services* or his or her designee.

**“Security Incident”** shall mean the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI or interference with system operations in an information system pursuant to 45 CFR §164.304. For purposes of this BAA a Security Incident does not include trivial incidents that occur on a daily basis, such as scans, “pings,” or unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate.

**“Security Rule”** shall mean the Security Standards for the protection of Electronic PHI at 45 CFR, Parts 160 and 164, Subparts A and C, as may be revised from time to time by the Secretary.

**“Unsecured PHI”** shall mean PHI that is not secured through the use of a technology or methodology that renders such PHI unusable, unreadable or indecipherable to unauthorized individuals pursuant to 45 CFR §164.402.

## **II. HIPAA PRIVACY OBLIGATIONS**

**Section 1. Use of Protected Health Information.** EMI Health may use PHI, created or received pursuant to this Agreement, to carry out the purpose of this Agreement. EMI Health shall not, and shall ensure that its directors, officers, employees, contractors, subcontractors, and agents do not, use PHI created or received pursuant to this Agreement in any manner that would constitute a violation of the Privacy Rule if done by Covered Entity, except that EMI Health may use PHI for its proper management and administration; and for the purposes set forth in Section 11 (“Data Aggregation”) of this Schedule A.

**Section 2. Disclosure of Protected Health Information.** EMI Health may disclose PHI, created or received *pursuant to this Agreement*, to carry out the purposes of this Agreement. EMI Health shall not, and shall ensure that its directors, officers, employees, contractors, subcontractors, and agents do not, disclose PHI created or received pursuant to this Agreement in any manner that would constitute a violation of the Privacy Rule if disclosed by Covered Entity, except that EMI Health may disclose PHI for its own management and administration; as required by law; or as set forth in Section 11 of this Schedule A (“Data Aggregation”). To the extent EMI Health discloses PHI for its own management and administration it must obtain, prior to making any such disclosure (i) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement, and only disclosed as required by law or

for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to immediately notify EMI Health of any breaches of the confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach.

**Section 3. Security of Electronic PHI.** To fulfill its obligations under the Security Rule, Business Associate agrees to do the following:

- i. Establish and maintain appropriate administrative, physical and technical safeguards, as provided in 45 CFR §§ 164.308, 164.310, and 164.312, respectively, that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI.
- ii. Follow generally accepted system security principles and the requirements of the Security Rule.
- iii. Establish and maintain appropriate policies and procedures and documentation, as provided in 45 CFR §164.316.
- iv. Ensure that any agent, including a subcontractor, to whom it provides Electronic PHI, agrees to implement reasonable and appropriate safeguards to protect such Electronic PHI.
- v. Report any Security Incident to Covered Entity within ten (10) business days of becoming aware of such Security Incident.

**Section 4. Safeguards against Misuse of Information.** EMI Health agrees that it will implement all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement.

**Section 5. Reporting of Disclosures of Protected Health Information.** EMI Health shall, within five (5) business days of first becoming aware of a disclosure of PHI made in violation of this Agreement by EMI Health, its officers, directors, employees, contractors, or agents, or by a third party to which EMI Health disclosed PHI, report any such disclosure to Covered Entity. Knowledge of any improper use or disclosure by an agent or subcontractor of EMI Health shall not be imputed to EMI Health unless and until such agent or subcontractor reports such improper use or disclosure to EMI Health's HIPAA Privacy Officer.

**Section 6. Agreement by Third Parties.** EMI Health agrees to ensure that its agents (including subcontractors) to whom it provides PHI received from Covered Entity or created or received pursuant to this Agreement, agree in writing, to the same restrictions and conditions that apply to EMI Health pursuant to this Agreement with respect to such PHI.

**Section 7. Access to Information.** On behalf of Covered Entity, EMI Health shall administer all requests by an Individual for access to his or her PHI made pursuant to section 164.524 of the Privacy Rule. EMI Health will respond to all such requests for access consistent with the requirements of the Privacy Rule. In the event that an Individual makes a request for access to his or her PHI directly to the Covered Entity, EMI Health shall provide Covered Entity with such PHI within ten (10) business days of a written request by Covered Entity.

**Section 8. Availability of Protected Health Information for Amendment.** On behalf of Covered Entity, EMI Health shall administer all requests by an Individual for amendment of his or her PHI made pursuant to section 164.526 of the Privacy Rule. EMI Health will respond to all such requests for amendment, and make such amendments where appropriate, consistent with the requirements of the Privacy Rule. In the event that an Individual makes a request for amendment of his or her PHI directly to the Covered Entity, EMI Health shall provide Covered Entity with such PHI within ten (10) business days of a written request by Covered Entity for such PHI.

**Section 9. Accounting of Disclosures.** On behalf of Covered Entity, EMI Health shall administer all requests by an Individual for an accounting of disclosures of his or her PHI made pursuant to section 164.528 of the Privacy Rule. EMI Health will respond to all such requests for an accounting consistent with the requirements of the Privacy Rule. In the event that an Individual makes a request for an accounting of disclosures of his or her PHI directly to the Covered Entity, EMI Health shall provide Covered Entity with information necessary to respond to such request within ten (10) business days of a written request by Covered Entity for such PHI. EMI Health shall implement policies and procedures sufficient to enable it to respond to a request for an accounting made pursuant to section 164.528 of the Privacy Rule.

**Section 10. Breach Notification Requirements.**

- (a) For purposes of this Section 9, Business Associate shall have the responsibility, following a suspected Breach by Business Associate, to determine if such Breach constitutes a Breach of Unsecured PHI in accordance with the Breach Notification Rule. Business Associate shall notify the Covered Entity, in writing, within ten (10) business days following Business Associate's discovery of a Breach of Unsecured PHI.
- (b) To the extent that Business Associate determines that a Breach of Unsecured PHI has occurred, Business Associate shall provide written notice, on behalf of the Covered Entity, within no more than sixty (60) days following the date the Breach of Unsecured PHI is discovered by Business Associate, or such later date as is authorized under 45 CFR §164.412, to:
  - (1) each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed as a result of the Breach; and
  - (2) the media, to the extent required under 45 CFR §164.406.
- (c) Unless the individual has agreed to electronic notice as set forth in 45 CFR §164.404, Business Associate shall send notices to individuals described herein using the last known address of the individual on file with Business Associate. If the notice to any individual is returned as undeliverable, Business Associate shall take such action as is required by the Breach Notification Rule.
- (d) Business Associate shall be responsible for the drafting, content, form and method of delivery of each of the notices required to be provided by Business Associate under this Section 5; provided, however that Business Associate shall comply, in all respects, with 45 CFR §164.404 and any other applicable breach notification provisions of the Breach Notification.
- (e) Any notices required to be delivered by Business Associate hereunder shall be at the expense of the Business Associate.
- (f) Business Associate shall conduct any risk assessment necessary to determine whether notification is required hereunder and will maintain any records related thereto in accordance with Business Associate's internal policies and procedures and the applicable provisions of the Breach Notification Rule.

**Section 11. Changes/Revocation of Individual Authorization.** Covered Entity shall notify EMI Health of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect EMI Health right to use or disclose such PHI.

**Section 12. Agreed-to Restrictions or Confidential Communication.** On behalf of Covered Entity, EMI Health shall administer all requests by an Individual for a restriction on the disclosures of PHI or for confidential communications regarding his or her PHI made pursuant to section 164.522 of the Privacy Rule. EMI Health will respond to all such requests for restrictions or confidential communications, and accommodate such requests where appropriate, consistent with the requirements of the Privacy Rules.

**Section 13. Data Aggregation Services.** EMI Health may use PHI created or received pursuant to this Agreement to provide data aggregation services to Covered Entity, as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

**Section 14. De-identification of PHI.** EMI Health may de-identify any and all PHI received or created pursuant to this Agreement provided that the de-identification process conforms to the requirements of 45 C.F.R. § 164.514(b).

**Section 15. Availability of Books and Records.** EMI Health agrees to make its internal practices, books, and records relating to the use and disclosure of PHI created or received pursuant to this Agreement available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.

**Section 16. Modifications to Privacy or Security Rules.** If the Privacy or Security Rules are modified in any way impacting the ASO Agreement or this Schedule A, Covered Entity and EMI Health shall, prior to the compliance date for such modifications, amend the ASO Agreement and Schedule A, as appropriate, to ensure compliance with such modification.

**Section 17. Effect of Termination.** Upon termination of this Agreement for any reason, EMI Health shall return and/or destroy all PHI received or created pursuant to this Agreement that it maintains in any form and shall retain no copies of such information. If return or destruction of such PHI is not feasible, EMI Health will continue to extend protections of this Agreement to such information and limit further use or disclosure of such PHI to those purposes that make the return or destruction infeasible, for so long as EMI Health maintains such PHI.

### **III. SECURITY OBLIGATIONS AND ACTIVITIES OF EMI HEALTH**

**Section 1.** EMI Health shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity pursuant to the ASO Agreement.

**Section 2.** EMI Health shall ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect such EPHI.

**Section 3.** EMI Health shall report to Covered Entity any Security Incident of which it becomes aware within ten (10) business days of first learning of any such Security Incident. However, EMI Health's obligation to report a Security Incident shall not include an immaterial incident, such as "knocks and pings" on its Information System and unsuccessful efforts to improperly access its Information System. EMI Health's shall be deemed to be aware of a Security Incident, where such Security Incident is reported to its HIPAA Privacy and Security Officer. Knowledge of a Security Incident by an agent or subcontractor of EMI Health shall not be imputed to EMI Health unless and until such agent or subcontractor reports such Security Incident to EMI Health's HIPAA Privacy and Security Officer.

### **IV. OBLIGATIONS OF COVERED ENTITY**

**Section 1.** In accordance with 45 CFR §164.520, the Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices, including, without limitation, any changes in, or revocation of, permission by an Individual to use or disclose PHI.

**Section 2.** Covered Entity will notify Business Associate of any restriction to the use or disclosure of

PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. All information received by Business Associate should be regarded as PHI unless it clearly contains no PHI.

**Section 3.** Covered Entity shall ensure that it provides to Business Associate only that PHI which is minimally necessary to perform the services provided by the Business Associate.

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SUMMARY PLAN DESCRIPTION  
AND  
PLAN DOCUMENT

FOR

THE UTAH TRANSIT AUTHORITY - ADMINISTRATION  
SELF-FUNDED  
EMPLOYEE BENEFIT PLAN  
(CHOICE DENTAL)

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As of May 1, 2017

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**ESTABLISHMENT OF THE PLAN; ADOPTION OF THE PLAN DOCUMENT  
AND SUMMARY PLAN DESCRIPTION**

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THIS PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION, made by Utah Transit Authority - Administration (the "Plan Sponsor"), as of May 1, 2017, hereby **amends and restates** the Utah Transit Authority - Administration Self-Funded Employee Dental Benefit Plan (the "Plan"), which was originally adopted by Plan Sponsor.

**EFFECTIVE DATE**

The Plan Document is effective as of the date first set forth above, and each amendment is effective as of the date set forth therein, (the "Effective Date").

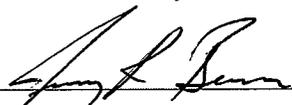
**ADOPTION OF THE PLAN DOCUMENT**

The Plan Sponsor, as the settlor of the Plan, hereby adopts this Plan Document as the written description of the Plan. This Plan Document represents both the Plan Document and the Summary Plan Description. This Plan Document amends and replaces any prior statement of the health care coverage contained in the Plan or any predecessor to the Plan.

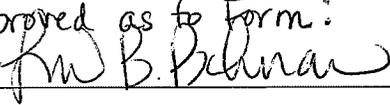
IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document to be executed. Receipt of payment to the Claims Administrator will be deemed confirmation of receipt and acceptance of this Plan Document.

**PLAN SPONSOR**

Utah Transit Authority – Administration

By:   
Print Name: Jerry Benson  
Title: President/CEO  
Date: 7-7-17

By:   
Print Name: Robert Biles  
Title: VP Finance  
Date: 7/6/17

~~Legal Counsel~~  
Approved as to Form:  
By:   
Print Name: Lisa Bohman  
Title: Legal Counsel  
Date: 6/30/2017

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## TABLE OF CONTENTS

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GENERAL PLAN INFORMATION .....	1
Diagnostic/Preventive Benefits.....	3
Space Maintainers.....	3
Sealants .....	3
Basic Services .....	3
Major Services .....	3
Endodontic Services.....	3
Periodontic Services.....	3
Prosthodontic Services.....	3
Oral Surgery Services .....	4
Anesthesia Services .....	4
Orthodontic Services.....	4
Predetermination of Benefits .....	4
Alternate Treatment .....	4
PREMIER DENTAL PLAN EXCLUSIONS .....	5
ELIGIBILITY AND PARTICIPATION .....	9
Plan Administration .....	9
Eligibility .....	9
Changes in Covered Person Information .....	9
Enrollment.....	9
When Coverage Begins.....	9
Special Enrollment.....	10
Termination of Coverage .....	11
Family Medical Leave Act (FMLA).....	12
Military Leave.....	12
Qualified Medical Child Support Orders.....	12
CONTINUATION OF COVERAGE .....	13
COBRA Continuation of Coverage Requirements .....	13
Continuation During Periods of Employer-certified Disability, Leave of Absence, or Layoff	13
COORDINATION OF BENEFITS WITH OTHER GROUP PLANS .....	14
Coordination with Other Group Plans .....	14
CLAIMS PROCEDURE.....	16
How to File a Claim.....	16
Requests for Additional Information .....	16
Claims Audits.....	16
Non U.S. Providers .....	17
Exhaustion of Administrative Remedies .....	17
Appointment of Authorized Representative .....	17
Claims Review Process.....	17
Subrogation and Reimbursement.....	18
Right of Recovery .....	19
Benefit Accumulations.....	20

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DEFINITION OF TERMS ..... 21

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## GENERAL PLAN INFORMATION

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Utah Transit Authority - Administration has adopted this Plan for the benefit of its eligible Employees and their eligible Dependents. This document provides a summary of the benefits provided under the Plan as of May 1, 2017, and is also the formal plan document of the Plan.

Please note that capitalized terms used in this document are defined either the first time they are used or in the "Definition of Terms" section at the end of this document.

### **TYPE OF PLAN**

All benefits under the Plan are self-insured by the Plan Sponsor. Benefits under the Plan are funded by contributions by the Plan Sponsor and/or Participants.

### **TYPE OF ADMINISTRATION**

The Plan Sponsor is the Plan Administrator. The Plan Sponsor has entered into an agreement with Educators Health Plans Life, Accident, and Health, Inc. ("EMI Health") as a third-party administrator to assist the Plan Sponsor in the Plan's claims administration and certain other administrative matters.

### **PLAN NAME**

The Utah Transit Authority - Administration Self-funded Employee Benefit Plan (Choice Dental)

**GROUP NUMBER:** 4725

**EFFECTIVE DATE OF PLAN AS AMENDED AND RESTATED:** May 1, 2017

**PLAN YEAR ENDS:** April 30, 2018

### **RENEWAL**

This Plan may automatically be renewed for 12-month terms unless the Plan Sponsor notifies EMI Health in writing of its intent to terminate the Plan at least 60 days prior to the end of the current term.

### **EMPLOYER/PLAN SPONSOR INFORMATION**

Utah Transit Authority - Administration  
669 West 200 South  
Salt Lake City, Utah 84101  
Telephone: (801) 287-2761  
Fax: (801) 287-2245  
Email: [thampshire@rideuta.com](mailto:thampshire@rideuta.com)

### **PLAN ADMINISTRATOR**

Utah Transit Authority - Administration  
669 West 200 South  
Salt Lake City, Utah 84101  
Telephone: (801) 287-2761  
Fax: (801) 287-2245

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Email: [thampshire@rideuta.com](mailto:thampshire@rideuta.com)

**NAMED FIDUCIARY**

Utah Transit Authority - Administration  
669 West 200 South  
Salt Lake City, Utah 84101  
Telephone: (801) 287-2761  
Fax: (801) 287-2245  
Email: [thampshire@rideuta.com](mailto:thampshire@rideuta.com)

**AGENT FOR SERVICE OF LEGAL PROCESS**

Utah Transit Authority - Administration  
669 West 200 South  
Salt Lake City, Utah 84101  
Telephone: (801) 287-2761  
Fax: (801) 287-2245  
Email: [thampshire@rideuta.com](mailto:thampshire@rideuta.com)

**CLAIMS ADMINISTRATOR**

EMI Health  
852 East Arrowhead Lane  
Murray, Utah 84107-5298  
Telephone: (801) 262-7476  
Fax: (801) 269-9734  
Website: [www.emihealth.com](http://www.emihealth.com)

**AMENDMENT OR TERMINATION**

The Plan Sponsor reserves the right to modify, suspend, or terminate the Plan at any time. The Plan Sponsor does not promise the continuation of any benefits nor does it promise any specific level of benefits at or during retirement.

The Table of Allowances may be updated as deemed necessary by the Plan Sponsor and EMI Health. After the effective date of a change in the Table of Allowances, all benefits will be paid according to the new Table of Allowances.

Benefit changes to this Plan will apply to all Covered Persons on the date amended benefits become effective.

The terms of this Plan may not be amended by oral statements made by the Plan Sponsor, the Plan Administrator, the Claims Administrator, or any other person. In the event an oral statement conflicts with the written terms of this Plan, the Plan terms will control.

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## EMI HEALTH CHOICE DENTAL PLAN

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### Diagnostic/Preventive Benefits

- Oral examinations two times per Contract Year
- X-rays are covered as follows:
  - Full mouth – once every three years
  - Supplementary bitewings – up to four procedures, twice per ~~Calendar~~ Contract Year
  - Supplementary periapical – six procedures per ~~Contract~~ ~~Calendar~~ Year
- Cleaning and scaling teeth (prophylaxis) two times per ~~Contract~~ ~~Calendar~~ Year
- Application of fluoride in conjunction with cleaning two times per ~~Contract~~ ~~Calendar~~ Year, limited to Dependent children up to the 16<sup>th</sup> birthday

### Space Maintainers

- Space maintainers used to maintain the present position of a tooth following an extraction for Dependent children up to the 16<sup>th</sup> birthday

### Sealants

- Sealants for Dependent children up to the 16<sup>th</sup> birthday

### Basic Services

- Restoration of decayed teeth with amalgam, synthetics, or plastic, up to one restoration per surface. Repairs to restorations are allowed only once every 18 months, regardless of the reason. Tooth preparation, temporary restorations, cement bases, impressions, and local anesthesia are all considered part of the restoration and are covered only when included in the charge for the entire process.

### Major Services

- Gold onlays and crowns are covered if teeth cannot be restored with amalgam, synthetic, porcelain, or plastic. Benefits are payable once every five years for the same tooth.

### Endodontic Services

- Endodontic treatment, including root canal therapy. One pulp cap per tooth is allowed. Bases are not covered.

### Periodontic Services

- Periodontic services are limited to one perio maintenance (two per ~~Contract~~ ~~Calendar~~ Year in lieu of preventive cleaning); root scaling and planing (once per quadrant of mouth in any 24 month period); gingivectomy, gingival curettage; osseous surgery including flap entry and closure; pedical or free soft tissue grafts; full mouth debridement (one every five years).

### Prosthodontic Services

- Initial installation of a removable or fixed partial or complete denture once every five years. Fixed bridges for patients under age 16 are covered up to the amount allowed for a removable partial denture.
- One laboratory reline is covered following the initial installation of a denture and once every three years thereafter. Office relines are not a covered benefit.
- Implants are covered. All services and products related to the implant (including, but not limited to, the anchor and the post) apply toward the implant limit. Crowns associated with

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implants fall under the benefit for crowns and are subject to any limits applicable to that benefit.

- Replacement of missing teeth with complete or partial dentures, fixed bridges, or implants is covered.
- Replacement of a denture that is no longer serviceable is covered once every five years.

### **Oral Surgery Services**

- Extractions and other oral surgery involving procedures for simple and complicated extractions of impacted or erupted teeth, including frenectomy, alveolectomy, removal of palatal and mandibular tori, and crown exposure. Post-operative care and removal of sutures are considered part of the surgical procedure and are covered only when included in the charge for the entire surgical procedure.

### **Anesthesia Services**

- General anesthesia, including intravenous sedation, is limited to age seven and under, once per ~~Contract Calendar~~ Year. General anesthesia for the extraction of impacted teeth for individuals age eight and over, is covered to the Table of Allowances, based on necessity, not for anxiety management.

### **Orthodontic Services**

Under the High option plan, orthodontic services are covered for functionally related problems, not for Cosmetic purposes, for eligible unmarried Dependent children ages seven through 18.

- Initial diagnostic records (study models, facial photographs, etc.) are covered only if eligible orthodontic treatment is rendered.
- Orthodontic treatment, including diagnostic procedures, X-rays, and appliance therapy.
- Amounts paid under a previous dental care plan for a case in progress, which is defined as the placement of bands, will be deducted from the maximum amount payable for orthodontic benefits under this Plan.

### **Predetermination of Benefits**

Before starting a dental treatment for which the charge is expected to be \$300 or more, a predetermination of benefits is recommended. The Dentist must itemize all recommended services and costs and attach all supporting documents, including x-rays. The Plan will notify the Dentist of the benefits payable under the Plan. The Covered Person and the Dentist can then decide on the course of treatment, knowing in advance how much the Plan will pay.

### **Alternate Treatment**

Many dental conditions can be treated in more than one way. This Plan has an alternate treatment clause which governs the amount of benefits the Plan will pay for treatments covered under the Plan. If a patient receives a more expensive treatment than is needed to correct a dental problem according to accepted standards of dental practice, the benefit payment will be based on the cost of the treatment which provides professionally satisfactory results at the most cost-effective level.

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## CHOICE DENTAL PLAN EXCLUSIONS

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Notwithstanding anything else in the Plan to the contrary, the items listed below are not covered by the Plan.

EMI Health Choice Dental Plan does not pay for any of the following:

1. Services received by a Covered Person before coverage under the Plan became effective or after coverage under the Plan has terminated.
2. Expenses for preparing dental reports, itemized bills, or claim forms.
3. Illness or injury caused by the negligent or wrongful act of another, or for which the Covered Person is covered by any workers' compensation or similar law; except that EMI Health may advance benefits to or on behalf of the Covered Person in such situations, subject to EMI Health's right of Subrogation and reimbursement set forth herein.
4. Illness or injury that a Covered Person incurred either (1) while in the service of an employer that was obligated by law to provide workers' compensation insurance that would have covered such illness or injury, or, (2) while in the service of an employer that had elected to exclude workers' compensation coverage for such Covered Person, except that EMI Health may elect to advance benefits to or on behalf of the Covered Person in either situation, subject to EMI Health's rights of Subrogation and reimbursement set forth herein.
5. Illness or injury for which the Covered Person is covered by other responsible insurance including, but not limited to, coverage under a government sponsored health plan, underinsured motorist coverage, or uninsured motorist coverage, except as otherwise provided herein, or as otherwise provided by law.
6. Charges for services related to birth defects or cosmetic surgery or dentistry for solely Cosmetic reasons including, but not limited to, bonding and veneers.
7. Any procedure started prior to the date the patient became covered for such services under this Plan. This exclusion does not apply to covered orthodontic benefits for a case in progress.
8. Medical care, confinement, treatment, services, use of facilities, or supplies for which charges are made by a facility, including freestanding nursing home, rest home, or similar establishment.
9. Plaque control programs, oral hygiene instruction, and dietary instruction.
10. Myofunctional therapy.
11. Lab costs for an oral tissue biopsy.

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12. Treatment to correct problems with the way teeth meet or to adjust bite (alter vertical dimensions or restore or equilibrate occlusion) except as covered under orthodontia.
  13. Care, treatment, operations, supplies, appliances, aids, devices, or drugs that are not FDA approved.
  14. Care, supplies, treatment, and/or services for any Injury or illness which is incurred while voluntarily taking part or attempting to take part in an Act of Aggression or an illegal activity, including but not limited to misdemeanors and felonies. It is not necessary that an arrest occur, criminal charges be filed, or if filed, that a conviction result. Proof beyond a reasonable doubt is not required to be deemed an illegal act. This exclusion does not apply (a) if the Injury resulted from being the victim of an act of domestic violence, or (b) resulted from a medical condition (including both physical and mental health conditions).
  15. Care, treatment, operations, or supplies that are illegal, Experimental, Investigational, or for research purposes by the United States medical profession that are not recognized or proven to be effective for treatment of illness or injury in accordance with generally accepted dental/medical practices.
  16. Expenses in connection with transportation or mileage reimbursement.
  17. Expenses including, but not limited to, air fare, meals, accommodations, and car rental.
  18. Medications labeled "Caution, Limited by Federal Law to Investigational Use" or experimental drugs.
  19. Services that are not Medically Necessary or Cosmetic services including veneers, special techniques, precious metals used for removable appliances other than orthodontics, precision attachments for partial dentures or bridges, and personal characterization.
  20. Any procedure or appliance to correct or treat temporomandibular joint dysfunction (TMJ).
  21. Hospital services.
  22. Habit-breaking devices or appliances to correct thumb sucking, tongue thrusting, etc.
  23. Temporary restorations, appliances, or procedures of any nature, except that temporary restorations are covered when included in the charge for the restoration process.
  24. Replacement of lost, stolen, or damaged dentures, except once every five years.
  25. Replacement of retainers.
  26. Procedures, appliances, or restorations, other than those for replacement of structure loss from caries, that are necessary to alter, restore, or maintain occlusion by any of the following: realignment of teeth, periodontal splinting, gnathological recordings,

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equilibration, treatment of disturbances of the temporomandibular joint (TMJ), orthognathic procedures.

27. Hypnosis and related analgesia.
28. Restorative dental services in connection with an overdenture.
29. Expenses for services required due to complications associated with, or due to, non-covered services, and where applicable, reversal of non-covered services.
30. Services rendered by anyone other than a licensed Dentist and when necessary and customary, as determined by the standards of generally accepted dental practice.
31. Services for injury resulting from war or any act of war, whether declared or undeclared.
32. Care, treatment, or services the Covered Person is not, in the absence of this Plan, legally obligated to pay, except as otherwise provided by law.
33. Care, treatment, or services rendered by any Provider who ordinarily resides in the same household (e.g. Spouse, parent).
34. Benefits for services or treatments covered under any medical plan.
35. Charges resulting from changing from one provider to another while receiving treatment, or from receiving treatment from more than one provider for one dental procedure to the extent that the total charges billed exceed the amount incurred if one provider had performed all services.
36. Expenses for appointments scheduled but not kept, telephone consultations, or services delivered remotely via email or other telecommunication technologies.
37. Expenses for shipping, handling, postage, sales tax, interest, or finance charges.
38. Charges for completion or submission of insurance forms.
39. Prescription drugs and over-the-counter medication.
40. Charges for care, treatment, or surgical procedures that are unnecessary or in excess of the Summary of Benefits or the Table of Allowance.
41. The application of a dental sealant on any tooth that has been previously treated with a temporary or permanent restoration.
42. The application of dental sealants on all Anterior teeth whether Deciduous or permanent teeth.
43. Chemotherapeutic injections.
44. Orthodontic expenses, unless otherwise indicated on the Summary of Benefits chart.

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45. All other services not specified as covered benefits or not specifically included in the contract with the Employer, including but not limited to, procedures not listed on the current dental fee schedule.

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## ELIGIBILITY AND PARTICIPATION

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### **Plan Administration**

The EMI Health Choice Dental Plan is administered by Educators Health Plans Life, Accident, and Health, Inc.

### **Eligibility**

An Employee and his Dependents are eligible for participation and coverage under this Plan if the Employee is a Full-time Employee of the Employer. Dependents of the Employee eligible for coverage include Dependent children from birth to the 26<sup>th</sup> birthday and the Employee's Spouse. Children may include children legally placed for adoption, legally adopted children, and children for whom the Employee has legal guardianship. Coverage for an adopted child of a Participant is provided from the moment of birth, if placement for adoption occurs within 30 days of the child's birth, or beginning from the date of placement, if placement for adoption occurs 30 days or more after the child's birth. Coverage ends if the child is removed from placement prior to being legally adopted. A Dependent child's coverage may be extended beyond the 26<sup>th</sup> birthday if the child is incapable of self-sustaining employment due to a mental or physical disability and is chiefly dependent on the Participant for support and maintenance. The Participant must furnish written proof of disability and dependency to EMI Health within 31 days after the child reaches 26 years of age. EMI Health may require subsequent proof of disability and dependency after the child reaches age 26, but not more often than annually. (Please refer to Dependent in the "Definition of Terms" section for more information.)

### **Changes in Covered Person Information**

Participants should notify EMI Health within 31 days whenever there is a change in a Covered Person's situation that may affect the Covered Person's enrollment eligibility or status.

### **Enrollment**

To enroll, the Employee must complete an enrollment application and file it with his Employer within 31 days of the date he becomes eligible for benefits, or during a subsequent Open Enrollment period. A Participant is not entitled to change his coverage elections during the plan year, except as provided in the *Special Enrollment* section.

### **When Coverage Begins**

An Employee is eligible to enroll in benefits if he is a regular Full-time Employee. If the Employee enrolls within 31 days of his employment, the Employee's coverage (and the coverage of his eligible Dependents, if such Dependents were also enrolled during such 31-day period) becomes effective the first day of the month coinciding with or following 30 days of Active Work.

If the Employee enrolls during a subsequent Open Enrollment period, the Employee's coverage (and the coverage of his eligible Dependents, if such Dependents were also enrolled during such Open Enrollment period) becomes effective the first day of the following plan year.

If the Employee enrolls during a Special Enrollment period, the Employee's coverage (and the coverage of his eligible Dependents, if such Dependents were also enrolled during such Special Enrollment period) becomes effective as provided in the Special Enrollment section.

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## **Special Enrollment**

### **Special Enrollment Period When Other Coverage Terminates**

If an Employee declined participation for himself and/or his eligible Dependents and, when enrollment was previously declined, the Employee and/or his eligible Dependents were covered under another group plan or had other insurance coverage, the Employee will have a Special Enrollment period if when the Employee declined enrollment for himself and/or his eligible Dependents, the Employee and/or his eligible Dependents

1. Had COBRA continuation coverage under another plan and such continuation coverage has since been exhausted; or
2. Had coverage through Medicaid or the Children's Health Insurance Program (CHIP) that has been terminated as a result of loss of eligibility of coverage, and the Employee elects coverage for himself or herself and/or his or her eligible Dependents by making an election with the Plan Sponsor, in the manner prescribed by the Plan Sponsor within 60 days of such cessation; or
3. If the other coverage was not under COBRA, Medicaid, or CHIP, either the other coverage has been terminated as a result of loss of eligibility of coverage or employer contributions towards such coverage have been terminated, and the Employee elects coverage for himself or herself and/or his or her eligible Dependents by making an election with the Plan Sponsor, in the manner prescribed by the Plan Sponsor within 31 days of such cessation. (**Note:** Loss of eligibility of coverage includes a loss due to legal separation, divorce, death, termination of employment, reduction in hours worked, and any loss of eligibility after a period that is measured by reference to any of the foregoing. Loss of eligibility does not include a loss due to failure to pay premiums on a timely basis or termination of coverage for cause, such as making a fraudulent claim or intentional misrepresentation.)

If the Employee meets the above conditions, coverage under the Plan will be effective as of the date such previous coverage ceased.

### **Special Enrollment Period for Approval to Receive Premium Assistance**

The Employee and his eligible Dependents may enroll for coverage (even if He previously declined coverage for himself and/or his eligible Dependents) if the Employee is approved to receive a Premium Assistance. To enroll during this Special Enrollment period, the Employee must enroll in the Plan within 60 days from the date on which He receives written notification that He is eligible to receive Premium Assistance. Coverage will be effective the first day of the month immediately following enrollment. This provision does not modify any requirement related to premiums that apply under the Plan to a similarly situated eligible Employee or Dependent.

### **Special Enrollment Period for Acquisition of Dependent**

The Employee and/or his new eligible Dependent may enroll for coverage (even if He previously declined coverage for himself and/or his eligible Dependents) if the Employee acquires such new eligible Dependent due to marriage, birth, adoption, or placement for adoption. In addition, the Employee may also enroll his Dependent Spouse if the Employee acquires a new Dependent due to marriage, birth, adoption, or placement for adoption. To enroll during this Special Enrollment

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period, the Employee must enroll within 31 days of the event (e.g., marriage, birth, adoption, or placement for adoption). Coverage will be effective as follows:

1. In the case of marriage, the marriage date; or
2. In the case of an eligible Dependent's birth, the date of such birth, or
3. In the case of adoption, or placement of adoption, the coverage for an adopted child of a Covered Person is provided from the moment of birth, if placement for adoption occurs within 30 days of the child's birth, or beginning from the date of placement, if placement for adoption occurs 30 days or more after the child's birth.

### **Termination of Coverage**

Covered Persons may terminate coverage during the Employer's Open Enrollment period or within 31 days of a Qualifying Event.

If Covered Persons terminate insurance and wish to re-enroll at a later date, the Plan reserves the right to require a two-year waiting period. The two-year waiting period will begin on the date the Covered Person first terminated coverage.

Unless eligible for continuation coverage under COBRA, a Covered Person's participation under the Plan ceases on the earliest of the following:

- For the Participant and covered Dependents, the last day of the calendar month coinciding with, or following the Participant's termination of employment or when the Participant's employment position or status changes such that He is no longer a Full-time Employee, unless specific provision in the Employer Group's policy manual apply;
- For the Participant and covered Dependents, the last day of the month for which coverage has been paid, in the event any required Participant contributions are not made (subject to the 31-day Grace Period);
- For covered Dependents, other than the Participant's Spouse, the individual ceases to be an eligible Dependent on the last day of the calendar month coinciding with the Dependent's 26<sup>th</sup> birthday;
- For covered Spouse, the last day of the calendar month coinciding with the date the divorce from the Participant is final;
- For the Participant and covered Dependents, the date specified in any Plan amendment resulting in loss of eligibility;
- For the Participant and covered Dependents, the date this Plan is terminated; and
- For any Covered Person, the discovery of fraud or intentional material misrepresentation of material fact on the part of the Covered Person in either the enrollment process or in the use of services or facilities, including any misuse of a Plan ID card. (Note: If a Covered Person's coverage is terminated under this provision based on fraud, the termination of coverage will relate back to the effective date of coverage and EMI Health may recover any

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overpayments from the Covered Person such that EMI Health and the Covered Person are returned to the same financial position as if no coverage had ever been in force. If the Covered Person's coverage is terminated under this provision based on intentional material misrepresentation of material fact, the termination of coverage will relate back to the date the misrepresentation occurred and EMI Health may recover any overpayments from the Covered Person. Termination of a Participant's coverage for cause will also result in the termination of coverage of the Participant's covered Dependents.)

### **Family Medical Leave Act (FMLA)**

A Participant who goes on a leave under the Family Medical Leave Act (FMLA) has the following rights during such leave:

- A Participant may continue his coverage and the coverage of his covered Dependents during an FMLA leave provided the Participant continues to pay any required Employee portion of the cost of coverage in accordance with the Employer's FMLA leave policy. The Employer shall continue to make the same contributions toward that coverage that it would have made had the Participant not taken FMLA leave.
- If premiums are not paid, the Participant's and covered Dependents' coverage will be terminated 31 days after the due date of any required payment. Upon the Participant's return to work, the Participant's coverage and the coverage of any previously covered Dependents will be reinstated as long as the Participant returns to work before or following the expiration of the FMLA leave. If the Participant does not return to work before or following the expiration of the FMLA leave, the Participant will be eligible to enroll for coverage for himself and his eligible Dependents, effective the first day of the month in which the Employee does return to work. All other rules applicable to new Employees will apply to the returning Employee and his covered Dependents.

### **Military Leave**

Pursuant to the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), a Participant who is on military duty with a uniformed service has certain rights. If the period of duty is less than 31 days, coverage will be maintained if the Participant pays any required Participant contribution. If the period of duty is for more than 31 days, EMI Health must permit the Participant to continue coverage under rules similar to COBRA. The maximum coverage period is the lesser of 24 months or the period of duty. A Participant receiving coverage under USERRA shall be required to pay 102 percent of the applicable premium. No waiting period can be imposed on a returning Participant and his Dependents if the period would have been satisfied had the Participant's coverage not terminated due to the duty leave.

### **Qualified Medical Child Support Orders**

Upon receipt of a National Medical Support Notice requiring the Participant to provide coverage for a Dependent child, EMI Health will comply with all applicable requirements of the Notice and applicable law.

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## CONTINUATION OF COVERAGE

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### **COBRA Continuation of Coverage Requirements**

Under the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), a Covered Person who could otherwise lose coverage as a result of a “qualifying event” is entitled to elect to purchase medical continuation under the Plan. The coverage will be identical to the coverage provided to Covered Persons to whom a qualifying event has not occurred.

- **Qualifying Event.** A “qualifying event” is any of the following:
  - For an Employee, termination of employment (other than for gross misconduct) or reduction of hours worked so as to render the Employee ineligible for coverage;
  - For a Spouse and eligible Dependents, death of the Employee;
  - For a Spouse, divorce or legal separation;
  - For a Spouse and eligible Dependents, loss of coverage due to the Employee becoming eligible for Medicare;
  - For a Dependent child, ceasing to qualify as a Dependent under the Plan;
  - For retirees and their Dependents, employer bankruptcy under Chapter 11.

See COBRA Administrator for details.

### **Continuation During Periods of Employer-certified Disability, Leave of Absence, or Layoff**

A person may remain eligible for a limited time if Active, Full-time work ceases due to disability, leave of absence, or layoff. This continuance will end as follows:

- For disability leave only: the date the Employer ends the continuance;
- For leave of absence or layoff only: the date the Employer ends the continuance;

While continued, coverage will be that which was in force on the last day worked as an Active Employee. However, if benefits reduce for others in the class, they will also reduce for the continued person.

- **Rehiring a Terminated Employee:** A terminated Employee who is rehired will be treated as a new hire and be required to satisfy all Eligibility and Enrollment requirements.

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## COORDINATION OF BENEFITS WITH OTHER GROUP PLANS

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### Coordination with Other Group Plans

When a Covered Person is covered by this Plan and another COB Plan, one plan is designated as the Primary Plan. The Primary Plan pays first and ignores benefits payable under the other plan. The Secondary Plan reduces its benefits by those payable under the Primary Plan.

Any COB Plan that does not contain a Coordination of Benefits provision that is consistent with Utah Rule R590-131 (Non-conforming Plan) will be considered primary, unless the provisions of both plans state that the Conforming Plan is primary.

If a person is covered by two or more COB Plans that have Coordination of Benefits provisions each plan determines its order of benefits using Utah Rule R590-131.

A COB Plan that does not include a Coordination of Benefits provision may not take the benefits of another COB Plan into account when it determines its benefits.

When this Plan is secondary, EMI Health will calculate the benefits the Plan would have paid on the claim in the absence of other health care coverage and apply that amount to any Allowable Expense under the Plan that is unpaid by the Primary Plan. Payment will be reduced so that when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all COB Plans for the claim do not exceed 100 percent of the Allowable Expense for that claim. The Plan will credit to the Deductible any amounts that would have been credited to the Deductible in the absence of other health care coverage.

This COB Plan will coordinate its benefits with a COB Plan that states it is “excess” or “always secondary” or that uses order of benefit determination rules that are inconsistent with those contained in this rule on the following basis:

- If this Plan is the Primary Plan, EMI Health will pay or provide its benefits on a primary basis.
- If this Plan is the Secondary Plan, EMI Health will pay or provide its benefits first, but the amount of the benefits payable will be determined as if it were the Secondary Plan. Such payment shall be the limit of EMI Health’s liability; and if the other plan does not provide the information needed by EMI Health to determine its benefits within a reasonable time after it is requested to do so, EMI Health will assume that the benefits of the other plan are identical to this Plan, and will pay its benefits accordingly. However, if within three years of payment, EMI Health receives information as to the actual benefits of the Non-conforming Plan, the Plan will adjust any payments accordingly.
- If the Non-conforming Plan reduces its benefits so that the Covered Person receives less in benefits than He would have received had EMI Health paid or provided its benefits as the secondary COB Plan and the Non-conforming Plan paid or provided its benefits as the primary COB Plan, then EMI Health shall advance to or on behalf of the Covered Person an amount equal to such difference.
  - In no event will EMI Health advance more than it would have paid had it been the primary COB Plan, less any amount it previously paid.

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- In consideration of such advance, EMI Health shall be subrogated to all rights of the Covered Person against the Non-conforming Plan in the absence of Subrogation.
  - If the plans cannot agree on the order of benefits within 30 calendar days after the plans have received all of the information needed to pay the claim, the plans shall immediately pay the claim in equal shares and determine their relative liabilities following payment, except that no plan shall be required to pay more than it would have paid had it been the Primary Plan.

Whenever payments that should have been made under this Plan have been made under any other COB Plan, the Plan Sponsor or EMI Health may, at its own discretion, pay any amounts to the organization that has made excess payments to satisfy the intent of this provision. Amounts paid will be regarded as benefit payment, and the Plan Sponsor and EMI Health will be fully discharged from liability under this Plan to the extent of the payment.

It is important for the Covered Person to take responsibility in reporting to EMI Health any changes in the status of other insurance coverage.

Failure to report additional insurance coverage may result in a delay of claims payment.

For prompt reimbursement after the payment from the primary insurance carrier, a copy of the itemized billing and a copy of the explanation of benefits provided by the primary insurance carrier must be included.

The amount of medical benefits paid by group, group-type, and individual automobile “no-fault” medical payment contracts are not payable under this Plan. However, when all available no-fault auto medical insurance benefits have been paid, this Plan will pay according to its normal schedule of benefits. If the Covered Person does not have proper no-fault insurance and is involved in an Accident, no benefits will be paid by EMI Health until the minimum no-fault auto medical benefits have been paid by the Covered Person, his Dependent, or a third party.

Certain facts may be needed in order to apply COB rules. These facts may be obtained from, or provided to, any other organization or person, subject to applicable privacy law. Each person claiming benefits under this Plan will be required to give EMI Health any facts needed to pay a claim.

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## CLAIMS PROCEDURE

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Except as otherwise provided in this Plan or by Utah law, no benefits provided under this Plan shall be paid to, or on behalf of, a Covered Person unless the Covered Person, or his authorized representative, has first submitted a written or Electronic Data Interchange (EDI) claim for benefits to EMI Health. Claims may be submitted at any time within 12 months of the date the expenses are incurred. If, however, the Covered Person shows that it was not reasonably possible to submit the claim within that time period, then a claim may be submitted as soon as reasonably possible. EMI Health may deny an untimely claim.

### How to File a Claim

Submit properly completed and coded Provider bills to the following address:

EMI HEALTH  
852 East Arrowhead Lane  
Murray, Utah 84107-5298

If the claim form is not properly completed, it cannot be processed, and it will be returned.

### Requests for Additional Information

There are times when claims submitted in the Covered Person's behalf may not contain sufficient information for EMI Health to process them correctly. In those situations, EMI Health will request additional information from the Covered Person or the Provider. EMI Health is likely to request information directly from the Covered Person for the following reasons:

- To obtain details of an Accident
- To expedite coordination of benefits
- To conduct an audit

Covered Persons can expedite the processing of their claims by providing the requested information as quickly as possible, and in as much detail as possible.

### Claims Audits

In addition to the Plan's dental record review process, EMI Health may use its discretionary authority to utilize an independent bill review and/or claim audit program or service for a complete claim. While every claim may not be subject to a bill review or audit, EMI Health has the sole discretionary authority for selection of claims subject to review or audit.

The analysis will be employed to identify charges billed in error and/or charges that exceed Eligible Expenses and/or are not Medically Necessary and reasonable, if any, and may include a patient medical billing records review and/or audit of the patient's medical charts and records.

Upon completion of an analysis, a report will be submitted to EMI Health or its agent to identify the charges deemed in excess of Eligible Expenses or other applicable provisions, as outlined in this Plan Document.

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Despite the existence of any agreement to the contrary, EMI Health has the discretionary authority to reduce any charge to the Maximum Allowable Charge, in accord with the terms of this Plan Document.

### **Non U.S. Providers**

Dental expenses for care, supplies, or services which are rendered by a Provider whose principal place of business or address for payment is located outside the United States (a "Non U.S. Provider") are payable under the Plan, subject to all Plan exclusions, limitations, maximums and other provisions, under the following conditions:

- Benefits may not be assigned to a Non U.S. Provider;
- The Participant is responsible for making all payments to Non U.S. Providers, and submitting receipts to the Plan for reimbursement;
- Benefit payments will be determined by the Plan based upon the exchange rate in effect on the Incurred Date;
- The Non U.S. Provider shall be subject to, and in compliance with, all U.S. and other applicable licensing requirements; and
- Claims for benefits must be submitted to the Plan in English and include a complete description of the services rendered.

### **Exhaustion of Administrative Remedies**

No action at law or in equity may be brought against the Plan Sponsor, EMI Health, or the plan administrator, and no arbitration request may be made, until the Covered Person has exhausted the Claims Review Process, as provided in this Plan.

### **Appointment of Authorized Representative**

The Covered Person may appoint an authorized representative to act on his behalf in pursuing a benefit claim or appealing an Adverse Benefit Determination. The Covered Person shall appoint the authorized representative by signing an "Appointment of Authorized Representative" form available from EMI Health, with the authorized representative accepting such appointment by signing the Appointment of Authorized Representative. The Covered Person desiring to appoint an authorized representative shall submit the fully executed form to the plan administrator.

### **Claims Review Process**

For and on behalf of Plan Sponsor, EMI Health will administer the following claim appeal process:

1. If a claim is denied, in whole or in part, a written notice (the "Denial Notice") will be sent to the Covered Person which sets forth the following:
  - The specific reasons the claim was denied
  - Specific references to the pertinent plan provision on which the denial is based
  - A description of any additional material or information needed to make the claim valid and an explanation of why the material or information is needed
  - An explanation of the Plan's claims review procedure

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2. The Covered Person may appeal an adverse claim decision, in whole or part, by sending a written notice to the EMI Health Claims Review Committee (the "CRC"), which will review the initial adverse claim decision on behalf of the Plan Sponsor. This written appeal notice (the "Initial Appeal Notice") must be received by the CRC within 180 days after the date the Covered Person received the Denial Notice. The initial appeal notice must include all pertinent information regarding the claim and must explain the reasons why the Covered Person believes the claim should have been granted, in whole or part. The CRC will then review the initial adverse claim decision on behalf of the Plan Sponsor and shall inform the Covered Person in writing of its decision within 30 days of such decision. The Plan Sponsor will indemnify and hold the CRC harmless with respect to any such decision on appeal, except for intentional acts of the CRC which are clearly made in willful disregard of the rights of the Covered Person. A denial of a claim based on a reasonable interpretation of the provisions of the Plan shall not be considered to be an intentional act which is in willful disregard of the rights of a Covered Person.
  3. If the Covered Person does not agree with the findings of the CRC, the Covered Person may further appeal any adverse claim decision, by sending a second written notice (the "Second Appeal Notice") to the Plan, UTA/ATU Joint Insurance Committee (JIC) as Trustees of the Utah Transit Authority - Administration. The second appeal notice must be received within 180 days after the date of the CRC decision. The second appeal notice should include all pertinent information regarding the claim and explain the reasons the Covered Person believes the claim should have been granted, in whole or part. The JIC will then review the initial adverse claim decision and also the findings and decision of the CRC. The JIC's review and subsequent decision on such second appeal shall be based upon the provisions of the Plan documents in which the Covered Person was enrolled on the date of service of the claim(s) which is (are) subject to such second appeal. The JIC will inform the Covered Person in writing of its decision on such second appeal within 30 days of such decision.
  4. The JIC shall have the exclusive right to interpret the terms of the Plan. The decision about whether to pay any claim of the Covered Person, in whole or in part, is within the sole discretion of the JIC and such decisions shall be final and conclusive.

### **Subrogation and Reimbursement**

When the Plan has advanced payment of benefits to or on behalf of a Covered Person for any bodily injury actionable at law or for which the Covered Person may obtain a recovery from a third party, or any other responsible insurance, the Plan acquires a right of Subrogation against the third party, or other responsible insurance, and a right of reimbursement against the Covered Person. In such situations, the Covered Person has the following obligations:

- The Covered Person must reimburse the Plan, up to the amount of such benefits advanced or paid by the Plan, as follows: (a) out of any recovery obtained by the Covered Person from the third party (or such party's liability insurance) by judgment, settlement, or otherwise, whether or not the Covered Person is or has been made whole. The Plan is entitled to the first dollar of any recovery by the Covered Person and each dollar thereafter up to the amount of benefits advanced or paid by the Plan for the injuries to the Covered Person that were caused by the third party; and (b) out of any recovery obtained by the Covered Person from his or her underinsured, or uninsured motorist coverage provided the Covered Person

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has been made whole. The Covered Person shall do nothing to prejudice the rights of the Plan.

- The Covered Person cannot limit or avoid such reimbursement obligation to the Plan by any agreement with the third party or any assignment or designation of such proceeds.
- The Covered Person must not release or discharge any claims that the Covered Person may have against any potentially responsible parties, or insurance, without written permission from EMI Health, on behalf of the Plan.
- The Covered Person must fully cooperate with and assist EMI Health (including, but not limited to, executing all required instruments and papers), if the Plan chooses to pursue its own right of Subrogation against the third party; the Plan's right of Subrogation is limited to the amount of benefits advanced or paid by the Plan to or on behalf of the Covered Person as a result of the fault of the third party, and the Plan's right to recover such benefits from the third party does not depend upon whether the Covered Person is made whole by any recovery. The right of reimbursement shall remain in effect until the Plan is repaid in full. The Plan Sponsor and EMI Health may also pursue their right of Subrogation against any other responsible insurance of the Covered Person provided the Covered Person has been made whole. The benefits under this Plan are secondary to any coverage under no-fault or similar coverage.

The Plan, by providing benefits hereunder, is hereby granted a lien on the proceeds of any settlement, judgment, or other payment intended for, payable to, or received by the Covered Person, and the Covered Person hereby consents to said lien and agrees to take whatever steps are necessary to help the Plan secure said lien. The Covered Person agrees that said lien shall constitute a charge upon the proceeds of any recovery and the Plan shall be entitled to assert security interest thereon. By the acceptance of benefits under the Plan, the Covered Person agrees to hold the proceeds of any settlement in trust for the benefit of the Plan to the extent of 100 percent of all benefits paid on behalf of the Covered Person.

By accepting benefits hereunder, the Covered Person, hereby grants a lien and assigns to the Plan an amount equal to the benefits paid against any recovery made by or on behalf of the Covered Person. This assignment is binding on any attorney who represents the Covered Person, whether or not the Covered Person's agent, and on any insurance company or other financially responsible party against whom the Covered Person may have a claim provided said attorney, insurance carriers, or others have been notified by the Plan or its agents.

In the event the Covered Person fails to reimburse the Plan Sponsor and/or EMI Health for advanced payment of benefits as provided for in this section, then in addition to reimbursement to Plan Sponsor and/or EMI Health of the advanced payment(s) the Covered Person shall be responsible for all fees and expenses, including but not limited to collection costs, court costs, litigation expenses, arbitration expenses, and attorney's fees, incurred by Plan Sponsor and/or EMI Health for collecting the advanced payment(s).

### **Right of Recovery**

The Plan will have the right to recover any payment made in excess of the Plan's obligations. Such recoveries must be initiated within 12 months (or 24 months for a COB claim) from the date a payment is made unless the recovery is due to fraud or intentional misrepresentation of

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material fact by the Insured. This right of recovery applies to payments made to the Insured or to the Provider. If such overpayment is made to the Insured, he or she must promptly refund the amount of the excess. If the overpayment is made to a Provider, and attempts to recover overpayments from said Provider are exhausted, the Insured may be responsible for reimbursement to the Plan. The Plan may, at its sole discretion, offset any future benefits against any overpayment.

### **Benefit Accumulations**

All Deductibles, benefit limits, etc., except for the Lifetime Maximum Benefit, accumulate on a Contract Year basis.

Under the Choice Low Plan, all annual maximums are combined for a total of \$1,500.00. Eligible Expenses in connection with treatment received from any provider (Advantage Plus, Premier, and Out-of-Network) are combined for the first \$1,000.00 each year. Once annual benefits exceed \$1,000.00, only Eligible Expenses received from Advantage Plus Dentists will be considered. There will be no additional benefit for Premier or Out-of-Network Dentists.

Under the Choice High Plan, all annual maximums are combined for a total of \$2,000. Eligible Expenses in connection with treatment received from any provider (Advantage Plus, Premier, and Out-of-Network) are combined for the first \$1,500.00 each year. Once annual benefits exceed \$1,500.00, only Eligible Expenses received from Advantage Plus Dentists will be considered. There will be no additional benefit for Premier or Out-of-Network Dentists.

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## DEFINITION OF TERMS

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***Accident and Accidental Injury***, for which benefits are provided, means Accidental bodily Injury sustained by the Covered Person which is the direct result of an Accident, independent of disease or bodily infirmity or any other cause.

***Act of Aggression*** means any physical contact initiated by the Covered Person that a reasonable person would perceive to be a threat of bodily harm.

***Actively at Work or Active Work*** means being in attendance at the customary place of employment, performing the duties of employment on a Full-time Basis, and devoting full efforts and energies in the employment.

***Adverse Benefit Determination*** means any of the following:

1. A denial in benefits,
2. A reduction in benefits;
3. A rescission of coverage;
4. A termination of benefits; or
5. A failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure.

***Allowable Expenses***, when used in conjunction with Coordination of Benefits, shall have the same meaning as the term "Allowable Expenses" in Utah Rule R590-131-3.A.

***Anterior*** means the teeth and tissues located towards the front of the mouth; maxillary and mandibular incisors and canines.

***Calendar Year*** means the 12-month period beginning January 1 and ending December 31.

***CHIP*** refers to the Children's Health Insurance Program or any provision or section thereof, which is herein specifically referred to as such act, provision, or section may be amended from time to time.

***COB Plan*** means a form of coverage with which Coordination of Benefits is allowed. These COB Plans include the following:

- Individual and group, accident and health insurance contracts and subscriber contracts, except those included in the following paragraph
- Uninsured arrangements of group or group-type coverage
- Coverage through closed panel plans
- Medical care components of long-term care contracts, such as skilled nursing care
- Group-type contracts
- Medicare or other governmental benefits, as permitted by law

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The term COB Plan does not include any of the following:

- Hospital indemnity coverage benefits or other fixed indemnity coverage
- Accident-only coverage
- Specified disease or specified Accident policies
- Limited benefit health coverage, as defined in Utah Rule R590-126
- School accident-type coverages that cover students for accidents only, including athletic injuries, either on a 24-hour basis or on a “to and from school” basis
- Benefits provided in long-term care insurance policies for non-medical services
- Any state plan under Medicaid
- A government plan, which by law, provides benefits that are in excess of those of any private insurance or other non-governmental plan
- Medicare supplement policies

The term COB Plan is construed separately with respect to each policy, contract, or other arrangement for benefits or services. The term COB Plan may also mean a portion of a policy, contract, or other arrangement which is subject to a Coordination of Benefits provision, as separate from the portion which is not subject to such a provision.

**COBRA** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

**COBRA Administrator** means the entity selected by the Plan Sponsor to administer COBRA benefits. EMI Health is not the COBRA Administrator for this Plan. See Plan Sponsor for COBRA Administrator contact information.

**Coinsurance** means the percentage of eligible charges payable by a Covered Person directly to a Provider for covered services. Coinsurance percentages are specified on the “Summary of Benefits” chart.

**Conforming Plan** means a COB Plan that is subject to Utah Rule R590-131.

**Contract Year** means the 12-month period following the effective date of this Plan and any 12-month period following that date.

**Coordination of Benefits** means a provision establishing an order in which plans pay their Coordination of Benefits claims, and permitting Secondary Plans to reduce their benefits so that the combined benefits of all plans do not exceed total Allowable Expenses.

**Copayment** or **Copay** means, other than coinsurance, a fixed dollar amount that a Covered Person is responsible to pay directly to a Provider. Copayment amounts are specified on the “Summary of Benefits” chart.

**Cosmetic Treatment** means any procedure performed to improve appearance or correct a congenital deformity that does not affect function.

**Covered Person** means an eligible person who enrolled with EMI Health through the Employer’s group to receive covered services and who is recognized by EMI Health as a Covered Person. Employees/retirees of the Employer who are eligible to become Covered Persons can choose to enroll Dependents who satisfy EMI Health’s Dependent eligibility requirements. In situations

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requiring consent, payment, or some other action, references to “Covered Person” include the parent or guardian of a minor or disabled Covered Person on behalf of that Covered Person.

***Deciduous*** means having the property of falling off or shedding; a name used for the primary teeth.

***Deductible*** means the amount paid by a Covered Person for Eligible Expenses from the Covered Person’s own money before any benefits will be paid under this Plan.

***Dentist*** means a duly licensed Dentist legally entitled to practice dentistry at the time, and in the place, services are performed.

***Dependent*** means the Participant’s children (including legally adopted children and children for whom the Participant has legal guardianship) to their 26<sup>th</sup> birthday. A child is considered a Dependent beyond the 26<sup>th</sup> birthday if the child is incapable of self-sustaining employment due to a mental or physical disability and is dependent on the Participant for support and maintenance. The Participant must furnish proof of disability and dependency to EMI Health within 31 days after the child reaches 26 years of age. EMI Health may require subsequent proof of disability and dependency after the child reaches age 26, but not more often than annually. Dependent also refers to a child for whom a court order or administrative order has dictated that the Participant provide coverage. Dependent also refers to the Participant’s Spouse. Dependent does not include an unborn fetus.

***Eligible Expenses*** means those charges incurred by the Covered Person for illness or injury that meet all of the following conditions:

- Are necessary for care and treatment and are recommended by a Provider while under the Provider’s continuous care and regular attendance.
- When more than one treatment option is available, and one option is no more effective than another, the Eligible Expense shall be for the least costly option that is no less effective than any other option.
- Do not exceed the EMI Health Summary of Benefits and the Maximum Allowable Charge for the services performed or materials furnished.
- Are not excluded from coverage by the terms of this Plan.
- Are incurred during the time the Covered Person is covered by Plan.

***EMI Health*** means Educators Health Plans, Life, Accident, and Health, Inc.

***Employee*** means a Full-time Employee of the Utah Transit Authority employed in a position covered under the provisions of the Collective Bargaining Agreement between the Utah Transit Authority and the Amalgamated Transit Union, Local 382. Employees must be legally entitled to work in the United States.

***Employer*** means the Utah Transit Authority.

***Enrollment Date*** means the first day of coverage, or if there is a waiting period before coverage takes effect, the first day of the waiting period.

***Exclusion*** means any charge that is not eligible for payment under this Plan.

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***Experimental or Investigative*** means medical treatment, services, devices, medications, or other methods of therapy or medical practices, which are the subject of on-going research, Experimental study, or Investigational arm of an on-going clinical trial, or are otherwise under study to determine maximum tolerated treatment, adverse effects, safety, or efficacy as compared with the standard means of diagnosis or treatment.

- These Experimental or Investigative methods are not yet accepted as an approved or standard of care diagnosis or treatment by the U.S. Food and Drug Administration, the American Medical Association, the Surgeon General, the Utah Medical Association, or Reliable Evidence.
- Reliable Evidence includes published reports and articles in authoritative medical and scientific literature, the written protocol(s) used by the treating facility, the protocol(s) of another recognized and authoritative facility, or the prevailing opinion among medical experts in the field.

***FMLA*** means the Family and Medical Leave Act of 1993, as amended.

***Former Employee*** means an Employee who has retired or terminated employment and who is eligible for continuation of coverage.

***Full-time Basis or Full-time Employment*** means an Active Employee of the Employer; an Employee is considered to be Full-time if he or she normally works at least 30 hours per week and is on the regular payroll of the Employer for that work.

***Grace Period*** means the period that shall be granted for the payment of any Plan charge, during which time the Plan shall continue in force. In no event shall the Grace Period extend beyond the date the Plan terminates.

***He or Him*** includes and means she or her.

***HIPAA*** means the Health Insurance Portability and Accountability Act of 1996, as amended.

***Leave of Absence*** means a leave of absence of an Employee that has been approved by the Employer, as provided for in the Employer's rules, policies, procedures, and practices.

***Legal Guardian*** means a person recognized by a court of law, as having the duty of taking care of the person and managing the property and rights of a minor child.

***Lifetime Maximum Benefit*** means the maximum amount of benefits paid by EMI Health that will be allowed under this Plan whether accumulated under this Plan or any combination of policies administered by EMI Health.

***Maximum Allowable Charge*** means the benefit payable for a specific coverage item or benefit under the Plan. Maximum Allowable Charge(s) will be the lesser of the Table of Allowances or the actual billed charges for the covered services. The Maximum Allowable Charge will not include payment for any identifiable billing mistakes including, but not limited to, up-coding, duplicate charges, and charges for services not performed.

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**Medically Necessary** or **Medical Necessity** means health care services or product that a prudent health care professional would provide to a patient for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or its symptoms in a manner that is

- In accordance with generally accepted standards of medical practice in the United States;
- Clinically appropriate in terms of type, frequency, extent, site, and duration;
- Not primarily for the convenience of the patient, physician, or other health care Providers; and
- Covered under the contract.

When a medical question-of-fact exists, Medically Necessary shall include the most appropriate available supply or level of service for the individual in question, considering potential benefits and harms to the individual, and known to be effective. For interventions not yet in widespread use, the effectiveness shall be based on scientific evidence. For established interventions, the effectiveness shall be based on scientific evidence, professional standards, and expert opinion.

**Participant** means the individual employed by the Utah Transit Authority and enrolled with the Plan to receive covered services, through whom Dependents may also be enrolled with the Plan. Participants are also Covered Persons. The term Participant may include eligible early retirees.

**Participating Provider** means a health care practitioner operating within the scope of his license, i.e., physician, oral surgeon, Dentist, anesthetist, etc., or a facility operating within the scope of its license, who has contracted with the Plan to render covered services and who has otherwise met the criteria and requirements for participation in the Plan.

**Plan Sponsor** means Utah Transit Authority - Administration.

**Premium Assistance** means assistance under Utah Code Title 26, Chapter 18, Medical Assistance Act, in the payment of premium.

**Primary Plan** means a plan whose benefits for a person's health care coverage must be determined without taking the existence of any other plan into consideration.

**Provider** means a health care practitioner operating within the scope of his license, i.e., physician, oral surgeon, Dentist, chiropractor, anesthetist, etc. Provider also means a facility operating within the scope of its license.

**Scientific Evidence** means 1) scientific studies published in, or accepted for publication by, medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff; or 2) findings, studies, or research conducted by or under the auspice of federal government agencies and nationally recognized federal research institutes. Scientific Evidence shall not include published peer-reviewed literature sponsored to a significant extent by a pharmaceutical manufacturing company or medical device manufacturer or a single study without other supportable studies.

**Secondary Medical Condition** means a complication related to an exclusion from coverage in the Plan.

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**Secondary Plan** means any plan that is not a Primary Plan.

**Special Enrollment** means the right of an individual to enroll during the plan year, rather than waiting for the next Open Enrollment period, if He has experienced a qualifying event (including marriage, divorce, birth, adoption, placement for adoption, loss of other insurance coverage, or approval to receive a Premium Assistance) under HIPAA regulations. The Participant must complete a new enrollment form and submit it to EMI Health within 31 days of any change in coverage or status.

**Spouse** means the person to whom the Participant is lawfully married or the person to whom the Participant is lawfully recognized as a common law Spouse.

**Subrogation** means the right that EMI Health has by virtue of this contract, and also by virtue of common law, to recover from a third party, or other responsible insurance, monies that EMI Health has advanced or paid to or on behalf of a Covered Person, where such monies were paid as a result of an injury to the Covered Person that was the fault of the third party.

**Summary of Benefits** means the outline of benefits as established by this Plan.

**Table of Allowances** means the schedule for payment of covered services established by EMI Health.



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Kimberly S. Ulibarri, Chief People Officer  
**PRESENTER(S):** Kimberley S. Ulibarri, Chief People Officer

**BOARD MEETING DATE:** May 20, 2020

<b>SUBJECT:</b> Employer Dental Insurance Agreement – Bargaining Employees (EMI Health)							
<b>AGENDA ITEM TYPE:</b>	Expense Contract Change Order						
<b>RECOMMENDATION:</b>	Approve award and authorize the Executive Director to execute the contract extension and associated disbursements with EMI Health in the amount of \$1,000,000.						
<b>BACKGROUND:</b>	<p>UTA currently has a contract with EMI Health to provides dental insurance for the Bargaining employee population. The contract was competitively procured in 2017 and EMI Health was the contractor selected for these services. The annual cost of the contract is \$1,000,000 per year with a total contract value of \$5,000,000.00 over 5 years. This contract extension completion date is April 30, 2021.</p> <p>This contract has an auto-renewal clause which does not require a signature by either party to execute an option year. There is one 1-year option remaining on the contract. UTA has advised EMI it will affirmatively execute any future contract renewal options with EMI rather than rely on an autorenewal clause.</p>						
<b>DISCUSSION:</b>	<p>EMI Health has provided dental benefits for the Bargaining employee population since 2017. The dental insurance provider includes a very broad network of eligible dental offices for employees to utilize throughout the Wasatch Front. The customer service provided through EMI Health has been positive with both employees as well as our customer service/administrative team. EMI’s overall value far exceeds that of previous providers which is why a contract extension has been requested.</p> <p>Staff is requesting the renewal of the contract with EMI Health for one-year in the amount of \$1,000,000.</p>						
<b>CONTRACT SUMMARY:</b>	<table border="1"> <tr> <td colspan="2">Contractor Name: EMI Health</td> </tr> <tr> <td>Contract Number: 16-2067TP-3-</td> <td>Existing Contract Value: \$3,000,000</td> </tr> <tr> <td>Base Contract Effective Dates: 05/01/2017 – 04/30/2020</td> <td>Extended Contract Dates: 05/01/2020 – 04/20/2021</td> </tr> </table>	Contractor Name: EMI Health		Contract Number: 16-2067TP-3-	Existing Contract Value: \$3,000,000	Base Contract Effective Dates: 05/01/2017 – 04/30/2020	Extended Contract Dates: 05/01/2020 – 04/20/2021
Contractor Name: EMI Health							
Contract Number: 16-2067TP-3-	Existing Contract Value: \$3,000,000						
Base Contract Effective Dates: 05/01/2017 – 04/30/2020	Extended Contract Dates: 05/01/2020 – 04/20/2021						

	Amendment Amount: \$1,000,000	New/Total Amount Contract Value: \$4,000,000
	Procurement Method: RFP	Funding Sources: Local
<b>ALTERNATIVES:</b>	EMI Health provides the best overall value regarding service and network coverage. In the instance the extension is not approved, UTA would be required to activate the competitive bid process (RFP). This could certainly delay current dental coverage and would require employees to switch dental providers mid-year.	
<b>FISCAL IMPACT:</b>	This contract is paid from the UTA/ATU Joint Insurance Trust.	
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• EMI Dental Contract (Bargaining)</li> </ul>	

16-2067TP-3  
(Barg.)

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SUMMARY PLAN DESCRIPTION  
AND  
PLAN DOCUMENT

FOR

THE UTA/ATU JOINT INSURANCE TRUST  
SELF-FUNDED  
EMPLOYEE BENEFIT PLAN  
(CHOICE DENTAL)

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As of May 1, 2017

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**ESTABLISHMENT OF THE PLAN; ADOPTION OF THE PLAN DOCUMENT  
AND SUMMARY PLAN DESCRIPTION**

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THIS PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION, made by UTA/ATU Joint Insurance Trust (the "Plan Sponsor"), as of May 1, 2017, hereby **amends and restates** the UTA/ATU Joint Insurance Trust Self-Funded Employee Dental Benefit Plan (the "Plan"), which was last amended on May 1, 2016.

**EFFECTIVE DATE**

The Plan Document is effective as of the date first set forth above, and each amendment is effective as of the date set forth therein, (the "Effective Date").

**ADOPTION OF THE PLAN DOCUMENT**

The Plan Sponsor, as the settlor of the Plan, hereby adopts this Plan Document as the written description of the Plan. This Plan Document represents both the Plan Document and the Summary Plan Description. This Plan Document amends and replaces any prior statement of the health care coverage contained in the Plan or any predecessor to the Plan.

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document to be executed. Receipt of payment to the Claims Administrator will be deemed confirmation of receipt and acceptance of this Plan Document.

**PLAN SPONSOR**

UTA/ATU Joint Insurance Trust

By: *Nancy Malecker*  
Print Name: Director of Total Rewards  
Title: NAUCY MALECKER  
Date: 5-25-17

~~UTA Legal~~ Approved as to form  
By: *Lisa B. Bohner*  
Print Name: Lisa B. Bohner  
Title: Senior Corporate Counsel  
Date: 5-25-2017

By: *Rod Dunn*  
Print Name: ROD DUNN  
Title: PRES/BA  
Date: 06/28/17

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## TABLE OF CONTENTS

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GENERAL PLAN INFORMATION .....	3
Diagnostic/Preventive Benefits.....	5
Space Maintainers .....	5
Sealants .....	5
Basic Services .....	5
Major Services .....	5
Endodontic Services.....	5
Periodontic Services.....	5
Prosthodontic Services.....	5
Oral Surgery Services .....	6
Anesthesia Services .....	6
Orthodontic Services.....	6
Predetermination of Benefits .....	6
Alternate Treatment .....	6
PREMIER DENTAL PLAN EXCLUSIONS .....	7
ELIGIBILITY AND PARTICIPATION .....	11
Plan Administration .....	11
Eligibility .....	11
Changes in Covered Person Information .....	11
Enrollment.....	11
When Coverage Begins.....	11
Special Enrollment.....	12
Termination of Coverage .....	13
Family Medical Leave Act (FMLA).....	14
Military Leave.....	14
Qualified Medical Child Support Orders .....	15
CONTINUATION OF COVERAGE .....	16
COBRA Continuation of Coverage Requirements .....	16
Continuation During Periods of Employer-certified Disability, Leave of Absence, or Layoff .....	16
COORDINATION OF BENEFITS WITH OTHER GROUP PLANS .....	17
Coordination with Other Group Plans .....	17
CLAIMS PROCEDURE.....	19
How to File a Claim.....	19
Requests for Additional Information .....	19
Claims Audits.....	19
Non U.S. Providers .....	20
Exhaustion of Administrative Remedies .....	20
Appointment of Authorized Representative .....	20
Claims Review Process.....	20
Subrogation and Reimbursement.....	21
Right of Recovery .....	23
Benefit Accumulations.....	23

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DEFINITION OF TERMS ..... 24



Corporate (801)262-7475  
 Customer Service (800)662-5851  
[EMIHealth.com](http://EMIHealth.com)

**Group:** UTA/ATU Joint Insurance Trust (Plan #812)  
**Plan:** Choice Indemnity - High  
**Effective Date:** 5/1/2017  
**Benefit Year:** Contract  
**Plan Type:** Contributory / Self Funded

	In-Network (Advantage <i>Plus</i> Network)	In-Network (Premier Network)	Out-of-Network
<b>Type 1 - Preventive</b> Oral Exams, Cleanings, X-rays, Fluoride	100%	100%	100%
<b>Type 2 - Basic</b> Fillings, Oral Surgery	90%	90%	85%
<b>Type 3 - Major</b> Crowns, Bridges, Prosthodontics	60%	50%	50%
<b>Type 4 - Orthodontics</b> Dependent children up to age (19)	50%	50%	50%
Adults	No Coverage	No Coverage	No Coverage
Orthodontic Discount (All Members)*	25% Discount	25% Discount	No Discount
<b>Endodontics</b>	Type 2 - Basic	Type 2 - Basic	Type 2 - Basic
<b>Periodontics</b>	Type 2 - Basic	Type 2 - Basic	Type 2 - Basic
<b>Sealants</b>	Type 2 - Basic	Type 2 - Basic	Type 2 - Basic
<b>Space Maintainers</b>	Type 2 - Basic	Type 2 - Basic	Type 2 - Basic
<b>Specialists</b>	Member pays same as General Dentists		
<b>Waiting periods</b>			
Type 2 - Basic	None		
Type 3 - Major	None		
Type 4 - Orthodontics	None		
<b>Deductible</b>			
Per Person	\$0.00	\$0.00	\$50.00
Family Max	\$0.00	\$0.00	\$150.00
Deductible Applies To	N / A	N/A	Type 3
<b>Annual Maximum Per Person</b>	\$2,000.00	\$1,500.00	
	All maximums are combined up to limits above		
<b>Orthodontic Lifetime Maximum</b>	\$1,000.00		
<b>Network / Reimbursement Schedule</b>	Advantage Plus	Premier	R & C (80th)
<b>Provisions / Limitations / Exclusions</b>			
Exams (including Periodontal), Cleanings and Fluoride	2 per year		
Fluoride	Up to age 16		
Sealants	Up to age 16		
Space Maintainers	Up to age 16		
Bitewing X-Rays	Up to 4, twice per year		
Periapical X-Rays	6 per year		
Panoramic X-Ray	1 every 3 years		
Impacted Teeth	Covered in Type 2 - Basic		
Anesthesia- (Age 8 and over for the extraction of impacted teeth only)	Covered in Type 3 - Major		
Anesthesia - (For children age 7 and under, once per year)	Covered in Type 3 - Major		
Implants	Covered in Type 3 - Major		
Crowns, Pontics, Abutments, Onlays and Dentures	1 every 5 years per tooth		
Fillings on the same surface	1 every 18 months		
Benefits illustrated are in summary only. Refer to your Dental Handbook for a complete description of benefits, limitations and exclusions. All Services are subject to EMI Health Table of Allowances. When using a Non-participating Provider, the insured is responsible for all fees in excess of the Table of Allowances.			
* The discount shown is for participating orthodontists in Utah. Discounts may vary outside of Utah.			



Corporate (801)262-7475  
 Customer Service (800)662-5851  
[EMIHealth.com](http://EMIHealth.com)

Group: **UTA/ATU Joint Insurance Trust (Plan #812)**  
 Plan: **Choice Indemnity - Low**  
 Effective Date: **5/1/2017**  
 Benefit Year: **Contract**  
 Plan Type: **Contributory / Self Funded**

	In-Network (Advantage <i>Plus</i> Network)	In-Network (Premier Network)	Out-of-Network
<b>Type 1 - Preventive</b> Oral Exams, Cleanings, X-rays, Fluoride	100%	100%	100%
<b>Type 2 - Basic</b> Fillings, Oral Surgery	90%	90%	85%
<b>Type 3 - Major</b> Crowns, Bridges, Prosthodontics	60%	50%	50%
<b>Type 4 - Orthodontics</b> Dependent children up to age (19)	No Coverage	No Coverage	No Coverage
Adults	No Coverage	No Coverage	No Coverage
Orthodontic Discount (All Members)*	25% Discount	25% Discount	No Discount
<b>Endodontics</b>	Type 2 - Basic	Type 2 - Basic	Type 2 - Basic
<b>Periodontics</b>	Type 2 - Basic	Type 2 - Basic	Type 2 - Basic
<b>Sealants</b>	Type 2 - Basic	Type 2 - Basic	Type 2 - Basic
<b>Space Maintainers</b>	Type 2 - Basic	Type 2 - Basic	Type 2 - Basic
<b>Specialists</b>	Member pays same as General Dentists		
<b>Waiting periods</b>			
Type 2 - Basic	None		
Type 3 - Major	None		
Type 4 - Orthodontics	N / A		
<b>Deductible</b>			
Per Person	\$0.00	\$0.00	\$50.00
Family Max	\$0.00	\$0.00	\$150.00
<b>Deductible Applies To</b>	N / A	Type 2 & Type 3	Type 2 & Type 3
<b>Annual Maximum Per Person</b>	\$1,500.00	\$1,000.00	
	All maximums are combined up to limits above		
<b>Orthodontic Lifetime Maximum</b>	N / A		
<b>Network / Reimbursement Schedule</b>	Advantage Plus	Premier	R & C (80th)
<b>Provisions / Limitations / Exclusions</b>			
Exams (including Periodontal), Cleanings and Fluoride	2 per year		
Fluoride	Up to age 16		
Sealants	Up to age 16		
Space Maintainers	Up to age 16		
Bitewing X-Rays	Up to 4, twice per year		
Periapical X-Rays	6 per year		
Panoramic X-Ray	1 every 3 years		
Impacted Teeth	Covered in Type 2 - Basic		
Anesthesia- (Age 8 and over for the extraction of impacted teeth only)	Covered in Type 3 - Major		
Anesthesia - (For children age 7 and under, once per year)	Covered in Type 3 - Major		
Implants	Covered in Type 3 - Major		
Crowns, Pontics, Abutments, Onlays and Dentures	1 every 5 years per tooth		
Fillings on the same surface	1 every 18 months		
Benefits illustrated are in summary only. Refer to your Dental Handbook for a complete description of benefits, limitations and exclusions. All Services are subject to EMI Health Table of Allowances. When using a Non-participating Provider, the insured is responsible for all fees in excess of the Table of Allowances.			
* The discount shown is for participating orthodontists in Utah. Discounts may vary outside of Utah.			

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## GENERAL PLAN INFORMATION

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UTA/ATU Joint Insurance Trust has adopted this Plan for the benefit of its eligible Employees and their eligible Dependents. This document provides a summary of the benefits provided under the Plan as of May 1, 2017, and is also the formal plan document of the Plan.

Please note that capitalized terms used in this document are defined either the first time they are used or in the "Definition of Terms" section at the end of this document.

### TYPE OF PLAN

All benefits under the Plan are self-insured by the Plan Sponsor. Benefits under the Plan are funded by contributions by the Plan Sponsor and/or Participants.

### TYPE OF ADMINISTRATION

The Plan Sponsor is the Plan Administrator. The Plan Sponsor has entered into an agreement with Educators Health Plans Life, Accident, and Health, Inc. ("EMI Health") as a third-party administrator to assist the Plan Sponsor in the Plan's claims administration and certain other administrative matters.

### PLAN NAME

The UTA/ATU Joint Insurance Trust Self-funded Employee Benefit Plan (Choice Dental)

**GROUP NUMBER:** 812

**EFFECTIVE DATE OF PLAN AS AMENDED AND RESTATED:** May 1, 2017

**PLAN YEAR ENDS:** April 30, 2018

### RENEWAL

This Plan may automatically be renewed for 12-month terms unless the Plan Sponsor notifies EMI Health in writing of its intent to terminate the Plan at least 60 days prior to the end of the current term.

### EMPLOYER/PLAN SPONSOR INFORMATION

UTA/ATU Joint Insurance Trust  
669 West 200 South  
Salt Lake City, Utah 84101  
Telephone: (801) 287-2761  
Fax: (801) 287-2245  
Email: [thampsire@rideuta.com](mailto:thampsire@rideuta.com)

### PLAN ADMINISTRATOR

UTA/ATU Joint Insurance Trust  
669 West 200 South  
Salt Lake City, Utah 84101  
Telephone: (801) 287-2761  
Fax: (801) 287-2245  
Email: [thampsire@rideuta.com](mailto:thampsire@rideuta.com)

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**NAMED FIDUCIARY**

UTA/ATU Joint Insurance Trust  
669 West 200 South  
Salt Lake City, Utah 84101  
Telephone: (801) 287-2761  
Fax: (801) 287-2245  
Email: [thampsire@rideuta.com](mailto:thampsire@rideuta.com)

**AGENT FOR SERVICE OF LEGAL PROCESS**

UTA/ATU Joint Insurance Trust  
669 West 200 South  
Salt Lake City, Utah 84101  
Telephone: (801) 287-2761  
Fax: (801) 287-2245  
Email: [thampsire@rideuta.com](mailto:thampsire@rideuta.com)

**CLAIMS ADMINISTRATOR**

EMI Health  
852 East Arrowhead Lane  
Murray, Utah 84107-5298  
Telephone: (801) 262-7476  
Fax: (801) 269-9734  
Website: [www.emihealth.com](http://www.emihealth.com)

**AMENDMENT OR TERMINATION**

The Plan Sponsor reserves the right to modify, suspend, or terminate the Plan at any time. The Plan Sponsor does not promise the continuation of any benefits nor does it promise any specific level of benefits at or during retirement.

The Table of Allowances may be updated as deemed necessary by the Plan Sponsor and EMI Health. After the effective date of a change in the Table of Allowances, all benefits will be paid according to the new Table of Allowances.

Benefit changes to this Plan will apply to all Covered Persons on the date amended benefits become effective.

The terms of this Plan may not be amended by oral statements made by the Plan Sponsor, the Plan Administrator, the Claims Administrator, or any other person. In the event an oral statement conflicts with the written terms of this Plan, the Plan terms will control.

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## EMI HEALTH CHOICE DENTAL PLAN

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### Diagnostic/Preventive Benefits

- Oral examinations two times per Contract Year
- X-rays are covered as follows:
  - Full mouth – once every three years
  - Supplementary bitewings – up to four procedures, twice per Contract Year
  - Supplementary periapical – six procedures per Contract Year
- Cleaning and scaling teeth (prophylaxis) two times per Contract Year
- Application of fluoride in conjunction with cleaning two times per Contract Year, limited to Dependent children up to the 16<sup>th</sup> birthday

### Space Maintainers

- Space maintainers used to maintain the present position of a tooth following an extraction for Dependent children up to the 16<sup>th</sup> birthday

### Sealants

- Sealants for Dependent children up to the 16<sup>th</sup> birthday

### Basic Services

- Restoration of decayed teeth with amalgam, synthetics, or plastic, up to one restoration per surface. Repairs to restorations are allowed only once every 18 months, regardless of the reason. Tooth preparation, temporary restorations, cement bases, impressions, and local anesthesia are all considered part of the restoration and are covered only when included in the charge for the entire process.

### Major Services

- Gold onlays and crowns are covered if teeth cannot be restored with amalgam, synthetic, porcelain, or plastic. Benefits are payable once every five years for the same tooth.

### Endodontic Services

- Endodontic treatment, including root canal therapy. One pulp cap per tooth is allowed. Bases are not covered.

### Periodontic Services

- Periodontic services are limited to one perio maintenance (two per Contract Year in lieu of preventive cleaning); root scaling and planing (once per quadrant of mouth in any 24 month period); gingivectomy, gingival curettage; osseous surgery including flap entry and closure; pedicle or free soft tissue grafts; full mouth debridement (one every five years).

### Prosthodontic Services

- Initial installation of a removable or fixed partial or complete denture once every five years. Fixed bridges for patients under age 16 are covered up to the amount allowed for a removable partial denture.
- One laboratory reline is covered following the initial installation of a denture and once every three years thereafter. Office relines are not a covered benefit.
- Implants, including bone grafts required in conjunction with the implant, are covered. Bone grafts are subject to limits. Crowns associated with implants fall under the benefit for crowns

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and are subject to any limits applicable to that benefit. Before starting a dental treatment for which the charge is expected to be \$300 or more, a predetermination of benefits is recommended. See "Predetermination of Benefits" section.

- Replacement of missing teeth with complete or partial dentures, fixed bridges, or implants is covered.
- Replacement of a denture that is no longer serviceable is covered once every five years.

### **Oral Surgery Services**

- Extractions and other oral surgery involving procedures for simple and complicated extractions of impacted or erupted teeth, including frenectomy, alveolectomy, removal of palatal and mandibular tori, and crown exposure. Post-operative care and removal of sutures are considered part of the surgical procedure and are covered only when included in the charge for the entire surgical procedure.

### **Anesthesia Services**

- General anesthesia, including intravenous sedation, is limited to age seven and under, once per Contract Year. General anesthesia for the extraction of impacted teeth for individuals age eight and over, is covered to the Table of Allowances, based on necessity, not for anxiety management.

### **Orthodontic Services**

Under the High option plan, orthodontic services are covered for functionally related problems, not for Cosmetic purposes, for eligible unmarried Dependent children ages seven through 18.

- Initial diagnostic records (study models, facial photographs, etc.) are covered only if eligible orthodontic treatment is rendered.
- Orthodontic treatment, including diagnostic procedures, X-rays, and appliance therapy.
- Amounts paid under a previous dental care plan for a case in progress, which is defined as the placement of bands, will be deducted from the maximum amount payable for orthodontic benefits under this Plan.

### **Predetermination of Benefits**

Before starting a dental treatment for which the charge is expected to be \$300 or more, a predetermination of benefits is recommended. The Dentist must itemize all recommended services and costs and attach all supporting documents, including x-rays. The Plan will notify the Dentist of the benefits payable under the Plan. The Covered Person and the Dentist can then decide on the course of treatment, knowing in advance how much the Plan will pay.

### **Alternate Treatment**

Many dental conditions can be treated in more than one way. This Plan has an alternate treatment clause which governs the amount of benefits the Plan will pay for treatments covered under the Plan. If a patient receives a more expensive treatment than is needed to correct a dental problem according to accepted standards of dental practice, the benefit payment will be based on the cost of the treatment which provides professionally satisfactory results at the most cost-effective level.

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## CHOICE DENTAL PLAN EXCLUSIONS

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Notwithstanding anything else in the Plan to the contrary, the items listed below are not covered by the Plan.

EMI Health Choice Dental Plan does not pay for any of the following:

1. Services received by a Covered Person before coverage under the Plan became effective or after coverage under the Plan has terminated.
2. Expenses for preparing dental reports, itemized bills, or claim forms.
3. Illness or injury caused by the negligent or wrongful act of another, or for which the Covered Person is covered by any workers' compensation or similar law; except that EMI Health may advance benefits to or on behalf of the Covered Person in such situations, subject to EMI Health's right of Subrogation and reimbursement set forth herein.
4. Illness or injury that a Covered Person incurred either (1) while in the service of an employer that was obligated by law to provide workers' compensation insurance that would have covered such illness or injury, or, (2) while in the service of an employer that had elected to exclude workers' compensation coverage for such Covered Person, except that EMI Health may elect to advance benefits to or on behalf of the Covered Person in either situation, subject to EMI Health's rights of Subrogation and reimbursement set forth herein.
5. Illness or injury for which the Covered Person is covered by other responsible insurance including, but not limited to, coverage under a government sponsored health plan, underinsured motorist coverage, or uninsured motorist coverage, except as otherwise provided herein, or as otherwise provided by law.
6. Charges for services related to birth defects or cosmetic surgery or dentistry for solely Cosmetic reasons including, but not limited to, bonding and veneers.
7. Any procedure started prior to the date the patient became covered for such services under this Plan. This exclusion does not apply to covered orthodontic benefits for a case in progress.
8. Medical care, confinement, treatment, services, use of facilities, or supplies for which charges are made by a facility, including freestanding nursing home, rest home, or similar establishment.
9. Plaque control programs, oral hygiene instruction, and dietary instruction.
10. Myofunctional therapy.
11. Lab costs for an oral tissue biopsy.

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12. Treatment to correct problems with the way teeth meet or to adjust bite (alter vertical dimensions or restore or equilibrate occlusion) except as covered under orthodontia.
  13. Care, treatment, operations, supplies, appliances, aids, devices, or drugs that are not FDA approved.
  14. Care, supplies, treatment, and/or services for any Injury or illness which is incurred while voluntarily taking part or attempting to take part in an Act of Aggression or an illegal activity, including but not limited to misdemeanors and felonies. It is not necessary that an arrest occur, criminal charges be filed, or if filed, that a conviction result. Proof beyond a reasonable doubt is not required to be deemed an illegal act. This exclusion does not apply (a) if the Injury resulted from being the victim of an act of domestic violence, or (b) resulted from a medical condition (including both physical and mental health conditions).
  15. Care, treatment, operations, or supplies that are illegal, Experimental, Investigational, or for research purposes by the United States medical profession that are not recognized or proven to be effective for treatment of illness or injury in accordance with generally accepted dental/medical practices.
  16. Expenses in connection with transportation or mileage reimbursement.
  17. Expenses including, but not limited to, air fare, meals, accommodations, and car rental.
  18. Medications labeled "Caution, Limited by Federal Law to Investigational Use" or experimental drugs.
  19. Services that are not Medically Necessary or Cosmetic services including veneers, special techniques, precious metals used for removable appliances other than orthodontics, precision attachments for partial dentures or bridges, and personal characterization.
  20. Any procedure or appliance to correct or treat temporomandibular joint dysfunction (TMJ).
  21. Hospital services.
  22. Habit-breaking devices or appliances to correct thumb sucking, tongue thrusting, etc.
  23. Temporary restorations, appliances, or procedures of any nature, except that temporary restorations are covered when included in the charge for the restoration process.
  24. Replacement of lost, stolen, or damaged dentures, except once every five years.
  25. Replacement of retainers.
  26. Procedures, appliances, or restorations, other than those for replacement of structure loss from caries, that are necessary to alter, restore, or maintain occlusion by any of the following: realignment of teeth, periodontal splinting, gnathological recordings,

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- equilibration, treatment of disturbances of the temporomandibular joint (TMJ), orthognathic procedures.
27. Hypnosis and related analgesia.
  28. Restorative dental services in connection with an overdenture.
  29. Expenses for services required due to complications associated with, or due to, non-covered services, and where applicable, reversal of non-covered services.
  30. Services rendered by anyone other than a licensed Dentist and when necessary and customary, as determined by the standards of generally accepted dental practice.
  31. Services for injury resulting from war or any act of war, whether declared or undeclared.
  32. Care, treatment, or services the Covered Person is not, in the absence of this Plan, legally obligated to pay, except as otherwise provided by law.
  33. Care, treatment, or services rendered by any Provider who ordinarily resides in the same household (e.g. Spouse, parent).
  34. Benefits for services or treatments covered under any medical plan.
  35. Charges resulting from changing from one provider to another while receiving treatment, or from receiving treatment from more than one provider for one dental procedure to the extent that the total charges billed exceed the amount incurred if one provider had performed all services.
  36. Expenses for appointments scheduled but not kept, telephone consultations, or services delivered remotely via email or other telecommunication technologies.
  37. Expenses for shipping, handling, postage, sales tax, interest, or finance charges.
  38. Charges for completion or submission of insurance forms.
  39. Prescription drugs and over-the-counter medication.
  40. Charges for care, treatment, or surgical procedures that are unnecessary or in excess of the Summary of Benefits or the Table of Allowance.
  41. The application of a dental sealant on any tooth that has been previously treated with a temporary or permanent restoration.
  42. The application of dental sealants on all Anterior teeth whether Deciduous or permanent teeth.
  43. Chemotherapeutic injections.
  44. Orthodontic expenses, unless otherwise indicated on the Summary of Benefits chart.

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45. All other services not specified as covered benefits or not specifically included in the contract with the Employer, including but not limited to, procedures not listed on the current dental fee schedule.

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## ELIGIBILITY AND PARTICIPATION

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### Plan Administration

The EMI Health Choice Dental Plan is administered by Educators Health Plans Life, Accident, and Health, Inc.

### Eligibility

An Employee and his Dependents are eligible for participation and coverage under this Plan if the Employee is a Full-time Employee of the Utah Transit Authority. Dependents of the Employee eligible for coverage include Dependent children from birth to the 26<sup>th</sup> birthday and the Employee's Spouse. Children may include children legally placed for adoption, legally adopted children, and unmarried children for whom the Employee has legal guardianship. Coverage for an adopted child of a Participant is provided from the moment of birth, if placement for adoption occurs within 30 days of the child's birth, or beginning from the date of placement, if placement for adoption occurs 30 days or more after the child's birth. Coverage ends if the child is removed from placement prior to being legally adopted. Stepchildren who reside in the Employee's household may also be included as long as a natural parent remains married to the Employee and also resides in the Employee's household. If a covered Employee is recognized by a court of law as the Legal Guardian of an unmarried child or children, these children may be enrolled in the Plan as covered Dependents, even if they do not reside with the Employee. A Dependent child's coverage may be extended beyond the 26<sup>th</sup> birthday if the child is incapable of self-sustaining employment due to a mental or physical disability and is chiefly dependent on the Participant for support and maintenance. The Participant must furnish written proof of disability and dependency to EMI Health within 31 days after the child reaches 26 years of age. EMI Health may require subsequent proof of disability and dependency after the child reaches age 26, but not more often than annually. (Please refer to Dependent in the "Definition of Terms" section for more information.)

### Changes in Covered Person Information

Participants should notify EMI Health within 31 days whenever there is a change in a Covered Person's situation that may affect the Covered Person's enrollment eligibility or status.

### Enrollment

To enroll, the Employee must complete an enrollment application and file it with his Employer within 31 days of the date he becomes eligible for benefits, or during a subsequent Open Enrollment period. A Participant is not entitled to change his coverage elections during the plan year, except as provided in the *Special Enrollment* section.

### When Coverage Begins

An Employee is eligible to enroll in benefits if he is a regular Full-time Employee. If the Employee enrolls within 31 days of his employment, the Employee's coverage (and the coverage of his eligible Dependents, if such Dependents were also enrolled during such 31-day period) becomes effective as follows:

- Operators: the first day of the month coinciding with or following the 30-day orientation period and 60 days of regular Full-time Employment.

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- All Other Employees: the first day of the month coinciding with or following 30 days of regular Full-time Employment.

If the Employee enrolls during a subsequent Open Enrollment period, the Employee's coverage (and the coverage of his eligible Dependents, if such Dependents were also enrolled during such Open Enrollment period) becomes effective the first day of the following plan year.

If the Employee enrolls during a Special Enrollment period, the Employee's coverage (and the coverage of his eligible Dependents, if such Dependents were also enrolled during such Special Enrollment period) becomes effective as provided in the Special Enrollment section.

## **Special Enrollment**

### **Special Enrollment Period When Other Coverage Terminates**

If an Employee declined participation for himself and/or his eligible Dependents and, when enrollment was previously declined, the Employee and/or his eligible Dependents were covered under another group plan or had other insurance coverage, the Employee will have a Special Enrollment period if when the Employee declined enrollment for himself and/or his eligible Dependents, the Employee and/or his eligible Dependents

1. Had COBRA continuation coverage under another plan and such continuation coverage has since been exhausted; or
2. Had coverage through Medicaid or the Children's Health Insurance Program (CHIP) that has been terminated as a result of loss of eligibility of coverage, and the Employee elects coverage for himself or herself and/or his or her eligible Dependents by making an election with the Plan Sponsor, in the manner prescribed by the Plan Sponsor within 60 days of such cessation; or
3. If the other coverage was not under COBRA, Medicaid, or CHIP, either the other coverage has been terminated as a result of loss of eligibility of coverage or employer contributions towards such coverage have been terminated, and the Employee elects coverage for himself or herself and/or his or her eligible Dependents by making an election with the Plan Sponsor, in the manner prescribed by the Plan Sponsor within 31 days of such cessation. (**Note:** Loss of eligibility of coverage includes a loss due to legal separation, divorce, death, termination of employment, reduction in hours worked, and any loss of eligibility after a period that is measured by reference to any of the foregoing. Loss of eligibility does not include a loss due to failure to pay premiums on a timely basis or termination of coverage for cause, such as making a fraudulent claim or intentional misrepresentation.)

If the Employee meets the above conditions, coverage under the Plan will be effective as of the date such previous coverage ceased.

### **Special Enrollment Period for Approval to Receive Premium Assistance**

The Employee and his eligible Dependents may enroll for coverage (even if He previously declined coverage for himself and/or his eligible Dependents) if the Employee is approved to receive a Premium Assistance. To enroll during this Special Enrollment period, the Employee must enroll in the Plan within 60 days from the date on which He receives written notification

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that He is eligible to receive Premium Assistance. Coverage will be effective the first day of the month immediately following enrollment. This provision does not modify any requirement related to premiums that apply under the Plan to a similarly situated eligible Employee or Dependent.

### **Special Enrollment Period for Acquisition of Dependent**

The Employee and/or his new eligible Dependent may enroll for coverage (even if He previously declined coverage for himself and/or his eligible Dependents) if the Employee acquires such new eligible Dependent due to marriage, birth, adoption, or placement for adoption. In addition, the Employee may also enroll his Dependent Spouse if the Employee acquires a new Dependent due to marriage, birth, adoption, or placement for adoption. To enroll during this Special Enrollment period, the Employee must enroll within 31 days of the event (e.g., marriage, birth, adoption, or placement for adoption). Coverage will be effective as follows:

1. In the case of marriage, the marriage date; or
2. In the case of an eligible Dependent's birth, the date of such birth, or
3. In the case of adoption, or placement of adoption, the coverage for an adopted child of a Covered Person is provided from the moment of birth, if placement for adoption occurs within 30 days of the child's birth, or beginning from the date of placement, if placement for adoption occurs 30 days or more after the child's birth.

### **Termination of Coverage**

Covered Persons may terminate coverage during the Employer's Open Enrollment period or within 31 days of a Qualifying Event.

If Covered Persons terminate insurance and wish to re-enroll at a later date, the Plan reserves the right to require a two-year waiting period. The two-year waiting period will begin on the date the Covered Person first terminated coverage.

Unless eligible for continuation coverage under COBRA, a Covered Person's participation under the Plan ceases on the earliest of the following:

- For the Participant and covered Dependents, the last day of the calendar month coinciding with, or following the Participant's termination of employment or when the Participant's employment position or status changes such that He is no longer a Full-time Employee, unless specific provision in the Employer Group's policy manual apply;
- For the Participant and covered Dependents, the last day of the month for which coverage has been paid, in the event any required Participant contributions are not made (subject to the 31-day Grace Period);
- For covered Dependents, other than the Participant's Spouse, the individual ceases to be an eligible Dependent on the last day of the calendar month coinciding with the Dependent's 26<sup>th</sup> birthday;
- For covered Spouse, the date the divorce from the Participant is final;

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- For the Participant and covered Dependents, the date specified in any Plan amendment resulting in loss of eligibility;
  - For the Participant and covered Dependents, the date this Plan is terminated; and
  - For any Covered Person, the discovery of fraud or intentional material misrepresentation of material fact on the part of the Covered Person in either the enrollment process or in the use of services or facilities, including any misuse of a Plan ID card. (Note: If a Covered Person's coverage is terminated under this provision based on fraud, the termination of coverage will relate back to the effective date of coverage and EMI Health may recover any overpayments from the Covered Person such that EMI Health and the Covered Person are returned to the same financial position as if no coverage had ever been in force. If the Covered Person's coverage is terminated under this provision based on intentional material misrepresentation of material fact, the termination of coverage will relate back to the date the misrepresentation occurred and EMI Health may recover any overpayments from the Covered Person. Termination of a Participant's coverage for cause will also result in the termination of coverage of the Participant's covered Dependents.)

### **Family Medical Leave Act (FMLA)**

A Participant who goes on a leave under the Family Medical Leave Act (FMLA) has the following rights during such leave:

- A Participant may continue his coverage and the coverage of his covered Dependents during an FMLA leave provided the Participant continues to pay any required Employee portion of the cost of coverage in accordance with the Employer's FMLA leave policy. The Employer shall continue to make the same contributions toward that coverage that it would have made had the Participant not taken FMLA leave.
- If premiums are not paid, the Participant's and covered Dependents' coverage will be terminated 31 days after the due date of any required payment. Upon the Participant's return to work, the Participant's coverage and the coverage of any previously covered Dependents will be reinstated as long as the Participant returns to work before or following the expiration of the FMLA leave. If the Participant does not return to work before or following the expiration of the FMLA leave, the Participant will be eligible to enroll for coverage for himself and his eligible Dependents, effective the first day of the month in which the Employee does return to work. All other rules applicable to new Employees will apply to the returning Employee and his covered Dependents.

### **Military Leave**

Pursuant to the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), a Participant who is on military duty with a uniformed service has certain rights. If the period of duty is less than 31 days, coverage will be maintained if the Participant pays any required Participant contribution. If the period of duty is for more than 31 days, EMI Health must permit the Participant to continue coverage under rules similar to COBRA. The maximum coverage period is the lesser of 24 months or the period of duty. A Participant receiving coverage under USERRA shall be required to pay 102 percent of the applicable premium. No waiting period can be imposed on a returning Participant and his Dependents if the period would have been satisfied had the Participant's coverage not terminated due to the duty leave.

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**Qualified Medical Child Support Orders**

Upon receipt of a National Medical Support Notice requiring the Participant to provide coverage for a Dependent child, EMI Health will comply with all applicable requirements of the Notice and applicable law.

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## CONTINUATION OF COVERAGE

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### **COBRA Continuation of Coverage Requirements**

Under the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), a Covered Person who could otherwise lose coverage as a result of a “qualifying event” is entitled to elect to purchase medical continuation under the Plan. The coverage will be identical to the coverage provided to Covered Persons to whom a qualifying event has not occurred.

- **Qualifying Event.** A “qualifying event” is any of the following:
  - For an Employee, termination of employment (other than for gross misconduct) or reduction of hours worked so as to render the Employee ineligible for coverage;
  - For a Spouse and eligible Dependents, death of the Employee;
  - For a Spouse, divorce or legal separation;
  - For a Spouse and eligible Dependents, loss of coverage due to the Employee becoming eligible for Medicare;
  - For a Dependent child, ceasing to qualify as a Dependent under the Plan;
  - For retirees and their Dependents, employer bankruptcy under Chapter 11.

See COBRA Administrator for details.

### **Continuation During Periods of Employer-certified Disability, Leave of Absence, or Layoff**

A person may remain eligible for a limited time if Active, Full-time work ceases due to disability, leave of absence, or layoff. This continuance will end as follows:

- For disability leave only: the date the Employer ends the continuance;
- For leave of absence or layoff only: the date the Employer ends the continuance;

While continued, coverage will be that which was in force on the last day worked as an Active Employee. However, if benefits reduce for others in the class, they will also reduce for the continued person.

- **Rehiring a Terminated Employee:** A terminated Employee who is rehired will be treated as a new hire and be required to satisfy all Eligibility and Enrollment requirements.

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## COORDINATION OF BENEFITS WITH OTHER GROUP PLANS

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### Coordination with Other Group Plans

When a Covered Person is covered by this Plan and another COB Plan, one plan is designated as the Primary Plan. The Primary Plan pays first and ignores benefits payable under the other plan. The Secondary Plan reduces its benefits by those payable under the Primary Plan.

Any COB Plan that does not contain a Coordination of Benefits provision that is consistent with Utah Rule R590-131 (Non-conforming Plan) will be considered primary, unless the provisions of both plans state that the Conforming Plan is primary.

If a person is covered by two or more COB Plans that have Coordination of Benefits provisions each plan determines its order of benefits using Utah Rule R590-131.

A COB Plan that does not include a Coordination of Benefits provision may not take the benefits of another COB Plan into account when it determines its benefits.

When this Plan is secondary, EMI Health will calculate the benefits the Plan would have paid on the claim in the absence of other health care coverage and apply that amount to any Allowable Expense under the Plan that is unpaid by the Primary Plan. Payment will be reduced so that when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all COB Plans for the claim do not exceed 100 percent of the Allowable Expense for that claim. The Plan will credit to the Deductible any amounts that would have been credited to the Deductible in the absence of other health care coverage.

This COB Plan will coordinate its benefits with a COB Plan that states it is “excess” or “always secondary” or that uses order of benefit determination rules that are inconsistent with those contained in this rule on the following basis:

- If this Plan is the Primary Plan, EMI Health will pay or provide its benefits on a primary basis.
- If this Plan is the Secondary Plan, EMI Health will pay or provide its benefits first, but the amount of the benefits payable will be determined as if it were the Secondary Plan. Such payment shall be the limit of EMI Health’s liability; and if the other plan does not provide the information needed by EMI Health to determine its benefits within a reasonable time after it is requested to do so, EMI Health will assume that the benefits of the other plan are identical to this Plan, and will pay its benefits accordingly. However, if within three years of payment, EMI Health receives information as to the actual benefits of the Non-conforming Plan, the Plan will adjust any payments accordingly.
- If the Non-conforming Plan reduces its benefits so that the Covered Person receives less in benefits than He would have received had EMI Health paid or provided its benefits as the secondary COB Plan and the Non-conforming Plan paid or provided its benefits as the primary COB Plan, then EMI Health shall advance to or on behalf of the Covered Person an amount equal to such difference.
  - In no event will EMI Health advance more than it would have paid had it been the primary COB Plan, less any amount it previously paid.

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- In consideration of such advance, EMI Health shall be subrogated to all rights of the Covered Person against the Non-conforming Plan in the absence of Subrogation.
  - If the plans cannot agree on the order of benefits within 30 calendar days after the plans have received all of the information needed to pay the claim, the plans shall immediately pay the claim in equal shares and determine their relative liabilities following payment, except that no plan shall be required to pay more than it would have paid had it been the Primary Plan.

Whenever payments that should have been made under this Plan have been made under any other COB Plan, the Plan Sponsor or EMI Health may, at its own discretion, pay any amounts to the organization that has made excess payments to satisfy the intent of this provision. Amounts paid will be regarded as benefit payment, and the Plan Sponsor and EMI Health will be fully discharged from liability under this Plan to the extent of the payment.

It is important for the Covered Person to take responsibility in reporting to EMI Health any changes in the status of other insurance coverage.

Failure to report additional insurance coverage may result in a delay of claims payment.

For prompt reimbursement after the payment from the primary insurance carrier, a copy of the itemized billing and a copy of the explanation of benefits provided by the primary insurance carrier must be included.

The amount of medical benefits paid by group, group-type, and individual automobile “no-fault” medical payment contracts are not payable under this Plan. However, when all available no-fault auto medical insurance benefits have been paid, this Plan will pay according to its normal schedule of benefits. If the Covered Person does not have proper no-fault insurance and is involved in an Accident, no benefits will be paid by EMI Health until the minimum no-fault auto medical benefits have been paid by the Covered Person, his Dependent, or a third party.

Certain facts may be needed in order to apply COB rules. These facts may be obtained from, or provided to, any other organization or person, subject to applicable privacy law. Each person claiming benefits under this Plan will be required to give EMI Health any facts needed to pay a claim.

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## CLAIMS PROCEDURE

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Except as otherwise provided in this Plan or by Utah law, no benefits provided under this Plan shall be paid to, or on behalf of, a Covered Person unless the Covered Person, or his authorized representative, has first submitted a written or Electronic Data Interchange (EDI) claim for benefits to EMI Health. Claims may be submitted at any time within 12 months of the date the expenses are incurred. If, however, the Covered Person shows that it was not reasonably possible to submit the claim within that time period, then a claim may be submitted as soon as reasonably possible. EMI Health may deny an untimely claim.

### How to File a Claim

Submit properly completed and coded Provider bills to the following address:

EMI HEALTH  
852 East Arrowhead Lane  
Murray, Utah 84107-5298

If the claim form is not properly completed, it cannot be processed, and it will be returned.

### Requests for Additional Information

There are times when claims submitted in the Covered Person's behalf may not contain sufficient information for EMI Health to process them correctly. In those situations, EMI Health will request additional information from the Covered Person or the Provider. EMI Health is likely to request information directly from the Covered Person for the following reasons:

- To obtain details of an Accident
- To expedite coordination of benefits
- To conduct an audit

Covered Persons can expedite the processing of their claims by providing the requested information as quickly as possible, and in as much detail as possible.

### Claims Audits

In addition to the Plan's dental record review process, EMI Health may use its discretionary authority to utilize an independent bill review and/or claim audit program or service for a complete claim. While every claim may not be subject to a bill review or audit, EMI Health has the sole discretionary authority for selection of claims subject to review or audit.

The analysis will be employed to identify charges billed in error and/or charges that exceed Eligible Expenses and/or are not Medically Necessary and reasonable, if any, and may include a patient medical billing records review and/or audit of the patient's medical charts and records.

Upon completion of an analysis, a report will be submitted to EMI Health or its agent to identify the charges deemed in excess of Eligible Expenses or other applicable provisions, as outlined in this Plan Document.

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Despite the existence of any agreement to the contrary, EMI Health has the discretionary authority to reduce any charge to the Maximum Allowable Charge, in accord with the terms of this Plan Document.

### **Non U.S. Providers**

Dental expenses for care, supplies, or services which are rendered by a Provider whose principal place of business or address for payment is located outside the United States (a "Non U.S. Provider") are payable under the Plan, subject to all Plan exclusions, limitations, maximums and other provisions, under the following conditions:

- Benefits may not be assigned to a Non U.S. Provider;
- The Participant is responsible for making all payments to Non U.S. Providers, and submitting receipts to the Plan for reimbursement;
- Benefit payments will be determined by the Plan based upon the exchange rate in effect on the Incurred Date;
- The Non U.S. Provider shall be subject to, and in compliance with, all U.S. and other applicable licensing requirements; and
- Claims for benefits must be submitted to the Plan in English and include a complete description of the services rendered.

### **Exhaustion of Administrative Remedies**

No action at law or in equity may be brought against the Plan Sponsor, EMI Health, or the plan administrator, and no arbitration request may be made, until the Covered Person has exhausted the Claims Review Process, as provided in this Plan.

### **Appointment of Authorized Representative**

The Covered Person may appoint an authorized representative to act on his behalf in pursuing a benefit claim or appealing an Adverse Benefit Determination. The Covered Person shall appoint the authorized representative by signing an "Appointment of Authorized Representative" form available from EMI Health, with the authorized representative accepting such appointment by signing the Appointment of Authorized Representative. The Covered Person desiring to appoint an authorized representative shall submit the fully executed form to the plan administrator.

### **Claims Review Process**

For and on behalf of Plan Sponsor, EMI Health will administer the following claim appeal process:

1. If a claim is denied, in whole or in part, a written notice (the "Denial Notice") will be sent to the Covered Person which sets forth the following:
  - The specific reasons the claim was denied
  - Specific references to the pertinent plan provision on which the denial is based
  - A description of any additional material or information needed to make the claim valid and an explanation of why the material or information is needed
  - An explanation of the Plan's claims review procedure

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2. The Covered Person may appeal an adverse claim decision, in whole or part, by sending a written notice to the EMI Health Claims Review Committee (the "CRC"), which will review the initial adverse claim decision on behalf of the Plan Sponsor. This written appeal notice (the "Initial Appeal Notice") must be received by the CRC within 180 days after the date the Covered Person received the Denial Notice. The initial appeal notice must include all pertinent information regarding the claim and must explain the reasons why the Covered Person believes the claim should have been granted, in whole or part. The CRC will then review the initial adverse claim decision on behalf of the Plan Sponsor and shall inform the Covered Person in writing of its decision within 30 days of such decision. The Plan Sponsor will indemnify and hold the CRC harmless with respect to any such decision on appeal, except for intentional acts of the CRC which are clearly made in willful disregard of the rights of the Covered Person. A denial of a claim based on a reasonable interpretation of the provisions of the Plan shall not be considered to be an intentional act which is in willful disregard of the rights of a Covered Person.
  3. If the Covered Person does not agree with the findings of the CRC, the Covered Person may further appeal any adverse claim decision, by sending a second written notice (the "Second Appeal Notice") to the Plan, UTA/ATU Joint Insurance Committee (JIC) as Trustees of the UTA/ATU Joint Insurance Trust. The second appeal notice must be received within 180 days after the date of the CRC decision. The second appeal notice should include all pertinent information regarding the claim and explain the reasons the Covered Person believes the claim should have been granted, in whole or part. The JIC will then review the initial adverse claim decision and also the findings and decision of the CRC. The JIC's review and subsequent decision on such second appeal shall be based upon the provisions of the Plan documents in which the Covered Person was enrolled on the date of service of the claim(s) which is (are) subject to such second appeal. The JIC will inform the Covered Person in writing of its decision on such second appeal within 30 days of such decision.
  4. The JIC shall have the exclusive right to interpret the terms of the Plan. The decision about whether to pay any claim of the Covered Person, in whole or in part, is within the sole discretion of the JIC and such decisions shall be final and conclusive.

### **Subrogation and Reimbursement**

When the Plan has advanced payment of benefits to or on behalf of a Covered Person for any bodily injury actionable at law or for which the Covered Person may obtain a recovery from a third party, or any other responsible insurance, the Plan acquires a right of Subrogation against the third party, or other responsible insurance, and a right of reimbursement against the Covered Person. In such situations, the Covered Person has the following obligations:

- The Covered Person must reimburse the Plan, up to the amount of such benefits advanced or paid by the Plan, as follows: (a) out of any recovery obtained by the Covered Person from the third party (or such party's liability insurance) by judgment, settlement, or otherwise, whether or not the Covered Person is or has been made whole. The Plan is entitled to the first dollar of any recovery by the Covered Person and each dollar thereafter up to the amount of benefits advanced or paid by the Plan for the injuries to the Covered Person that were caused by the third party; and (b) out of any recovery obtained by the Covered Person from his or her underinsured, or uninsured motorist coverage provided the Covered Person

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has been made whole. The Covered Person shall do nothing to prejudice the rights of the Plan.

- The Covered Person cannot limit or avoid such reimbursement obligation to the Plan by any agreement with the third party or any assignment or designation of such proceeds.
- The Covered Person must not release or discharge any claims that the Covered Person may have against any potentially responsible parties, or insurance, without written permission from EMI Health, on behalf of the Plan.
- The Covered Person must fully cooperate with and assist EMI Health (including, but not limited to, executing all required instruments and papers), if the Plan chooses to pursue its own right of Subrogation against the third party; the Plan's right of Subrogation is limited to the amount of benefits advanced or paid by the Plan to or on behalf of the Covered Person as a result of the fault of the third party, and the Plan's right to recover such benefits from the third party does not depend upon whether the Covered Person is made whole by any recovery. The right of reimbursement shall remain in effect until the Plan is repaid in full. The Plan Sponsor and EMI Health may also pursue their right of Subrogation against any other responsible insurance of the Covered Person provided the Covered Person has been made whole. The benefits under this Plan are secondary to any coverage under no-fault or similar coverage.

The Plan, by providing benefits hereunder, is hereby granted a lien on the proceeds of any settlement, judgment, or other payment intended for, payable to, or received by the Covered Person, and the Covered Person hereby consents to said lien and agrees to take whatever steps are necessary to help the Plan secure said lien. The Covered Person agrees that said lien shall constitute a charge upon the proceeds of any recovery and the Plan shall be entitled to assert security interest thereon. By the acceptance of benefits under the Plan, the Covered Person agrees to hold the proceeds of any settlement in trust for the benefit of the Plan to the extent of 100 percent of all benefits paid on behalf of the Covered Person.

By accepting benefits hereunder, the Covered Person, hereby grants a lien and assigns to the Plan an amount equal to the benefits paid against any recovery made by or on behalf of the Covered Person. This assignment is binding on any attorney who represents the Covered Person, whether or not the Covered Person's agent, and on any insurance company or other financially responsible party against whom the Covered Person may have a claim provided said attorney, insurance carriers, or others have been notified by the Plan or its agents.

In the event the Covered Person fails to reimburse the Plan Sponsor and/or EMI Health for advanced payment of benefits as provided for in this section, then in addition to reimbursement to Plan Sponsor and/or EMI Health of the advanced payment(s) the Covered Person shall be responsible for all fees and expenses, including but not limited to collection costs, court costs, litigation expenses, arbitration expenses, and attorney's fees, incurred by Plan Sponsor and/or EMI Health for collecting the advanced payment(s).

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**Right of Recovery**

The Plan will have the right to recover any payment made in excess of the Plan's obligations. Such recoveries must be initiated within 12 months (or 24 months for a COB claim) from the date a payment is made unless the recovery is due to fraud or intentional misrepresentation of material fact by the Insured. This right of recovery applies to payments made to the Insured or to the Provider. If such overpayment is made to the Insured, he or she must promptly refund the amount of the excess. If the overpayment is made to a Provider, and attempts to recover overpayments from said Provider are exhausted, the Insured may be responsible for reimbursement to the Plan. The Plan may, at its sole discretion, offset any future benefits against any overpayment.

**Benefit Accumulations**

All Deductibles, benefit limits, etc., except for the Lifetime Maximum Benefit, accumulate on a Contract Year basis.

Under the Choice Low Plan, all annual maximums are combined for a total of \$1,500.00. Eligible Expenses in connection with treatment received from any provider (Advantage Plus, Premier, and Out-of-Network) are combined for the first \$1,000.00 each year. Once annual benefits exceed \$1,000.00, only Eligible Expenses received from Advantage Plus Dentists will be considered. There will be no additional benefit for Premier or Out-of-Network Dentists.

Under the Choice High Plan, all annual maximums are combined for a total of \$2,000. Eligible Expenses in connection with treatment received from any provider (Advantage Plus, Premier, and Out-of-Network) are combined for the first \$1,500.00 each year. Once annual benefits exceed \$1,500.00, only Eligible Expenses received from Advantage Plus Dentists will be considered. There will be no additional benefit for Premier or Out-of-Network Dentists.

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## DEFINITION OF TERMS

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***Accident and Accidental Injury***, for which benefits are provided, means Accidental bodily Injury sustained by the Covered Person which is the direct result of an Accident, independent of disease or bodily infirmity or any other cause.

***Act of Aggression*** means any physical contact initiated by the Covered Person that a reasonable person would perceive to be a threat of bodily harm.

***Actively at Work or Active Work*** means being in attendance at the customary place of employment, performing the duties of employment on a Full-time Basis, and devoting full efforts and energies in the employment.

***Adverse Benefit Determination*** means any of the following:

1. A denial in benefits,
2. A reduction in benefits;
3. A rescission of coverage;
4. A termination of benefits; or
5. A failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure.

***Allowable Expenses***, when used in conjunction with Coordination of Benefits, shall have the same meaning as the term "Allowable Expenses" in Utah Rule R590-131-3.A.

***Anterior*** means the teeth and tissues located towards the front of the mouth; maxillary and mandibular incisors and canines.

***Calendar Year*** means the 12-month period beginning January 1 and ending December 31.

***CHIP*** refers to the Children's Health Insurance Program or any provision or section thereof, which is herein specifically referred to as such act, provision, or section may be amended from time to time.

***COB Plan*** means a form of coverage with which Coordination of Benefits is allowed. These COB Plans include the following:

- Individual and group, accident and health insurance contracts and subscriber contracts, except those included in the following paragraph
- Uninsured arrangements of group or group-type coverage
- Coverage through closed panel plans
- Medical care components of long-term care contracts, such as skilled nursing care
- Group-type contracts
- Medicare or other governmental benefits, as permitted by law

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The term COB Plan does not include any of the following:

- Hospital indemnity coverage benefits or other fixed indemnity coverage
- Accident-only coverage
- Specified disease or specified Accident policies
- Limited benefit health coverage, as defined in Utah Rule R590-126
- School accident-type coverages that cover students for accidents only, including athletic injuries, either on a 24-hour basis or on a “to and from school” basis
- Benefits provided in long-term care insurance policies for non-medical services
- Any state plan under Medicaid
- A government plan, which by law, provides benefits that are in excess of those of any private insurance or other non-governmental plan
- Medicare supplement policies

The term COB Plan is construed separately with respect to each policy, contract, or other arrangement for benefits or services. The term COB Plan may also mean a portion of a policy, contract, or other arrangement which is subject to a Coordination of Benefits provision, as separate from the portion which is not subject to such a provision.

**COBRA** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

**COBRA Administrator** means the entity selected by the Plan Sponsor to administer COBRA benefits. EMI Health is not the COBRA Administrator for this Plan. See Plan Sponsor for COBRA Administrator contact information.

**Coinsurance** means the percentage of eligible charges payable by a Covered Person directly to a Provider for covered services. Coinsurance percentages are specified on the “Summary of Benefits” chart.

**Conforming Plan** means a COB Plan that is subject to Utah Rule R590-131.

**Contract Year** means the 12-month period following the effective date of this Plan and any 12-month period following that date.

**Coordination of Benefits** means a provision establishing an order in which plans pay their Coordination of Benefits claims, and permitting Secondary Plans to reduce their benefits so that the combined benefits of all plans do not exceed total Allowable Expenses.

**Copayment** or **Copay** means, other than coinsurance, a fixed dollar amount that a Covered Person is responsible to pay directly to a Provider. Copayment amounts are specified on the “Summary of Benefits” chart.

**Cosmetic Treatment** means any procedure performed to improve appearance or correct a congenital deformity that does not affect function.

**Covered Person** means an eligible person who enrolled with EMI Health through the Employer’s group to receive covered services and who is recognized by EMI Health as a Covered Person. Employees/retirees of the Employer who are eligible to become Covered Persons can choose to enroll Dependents who satisfy EMI Health’s Dependent eligibility requirements. In situations

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requiring consent, payment, or some other action, references to “Covered Person” include the parent or guardian of a minor or disabled Covered Person on behalf of that Covered Person.

***Deciduous*** means having the property of falling off or shedding; a name used for the primary teeth.

***Deductible*** means the amount paid by a Covered Person for Eligible Expenses from the Covered Person’s own money before any benefits will be paid under this Plan.

***Dentist*** means a duly licensed Dentist legally entitled to practice dentistry at the time, and in the place, services are performed.

***Dependent*** means the Participant’s children (including legally adopted children and children for whom the Participant has legal guardianship) to their 26<sup>th</sup> birthday. If a covered Employee is recognized by a court of law as the Legal Guardian of an unmarried child or children, these children may be enrolled in this Plan as covered Dependents, even if they do not reside with the Employee. A child is considered a Dependent beyond the 26<sup>th</sup> birthday if the child is incapable of self-sustaining employment due to a mental or physical disability and is dependent on the Participant for support and maintenance. The Participant must furnish proof of disability and dependency to EMI Health within 31 days after the child reaches 26 years of age. EMI Health may require subsequent proof of disability and dependency after the child reaches age 26, but not more often than annually. Dependent also refers to any of the Participant’s natural children, children legally placed for adoption, or adopted children for whom a court order or administrative order has dictated that the Participant provide coverage. Dependent also refers to the Participant’s Spouse. Dependent does not include an unborn fetus or any person who is covered under the Plan as an Employee.

***Eligible Expenses*** means those charges incurred by the Covered Person for illness or injury that meet all of the following conditions:

- Are necessary for care and treatment and are recommended by a Provider while under the Provider’s continuous care and regular attendance.
- When more than one treatment option is available, and one option is no more effective than another, the Eligible Expense shall be for the least costly option that is no less effective than any other option.
- Do not exceed the EMI Health Summary of Benefits and the Maximum Allowable Charge for the services performed or materials furnished.
- Are not excluded from coverage by the terms of this Plan.
- Are incurred during the time the Covered Person is covered by Plan.

***EMI Health*** means Educators Health Plans, Life, Accident, and Health, Inc.

***Employee*** means a Full-time Employee of the Utah Transit Authority employed in a position covered under the provisions of the Collective Bargaining Agreement between the Utah Transit Authority and the Amalgamated Transit Union, Local 382. Employees must be legally entitled to work in the United States.

***Employer*** means the Utah Transit Authority.

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**Enrollment Date** means the first day of coverage, or if there is a waiting period before coverage takes effect, the first day of the waiting period.

**Exclusion** means any charge that is not eligible for payment under this Plan.

**Experimental or Investigative** means medical treatment, services, devices, medications, or other methods of therapy or medical practices, which are the subject of on-going research, Experimental study, or Investigational arm of an on-going clinical trial, or are otherwise under study to determine maximum tolerated treatment, adverse effects, safety, or efficacy as compared with the standard means of diagnosis or treatment.

- These Experimental or Investigative methods are not yet accepted as an approved or standard of care diagnosis or treatment by the U.S. Food and Drug Administration, the American Medical Association, the Surgeon General, the Utah Medical Association, or Reliable Evidence.
- Reliable Evidence includes published reports and articles in authoritative medical and scientific literature, the written protocol(s) used by the treating facility, the protocol(s) of another recognized and authoritative facility, or the prevailing opinion among medical experts in the field.

**FMLA** means the Family and Medical Leave Act of 1993, as amended.

**Former Employee** means an Employee who has retired or terminated employment and who is eligible for continuation of coverage.

**Full-time Basis or Full-time Employment** means an Active Employee of the Employer; an Employee is considered to be Full-time if he or she normally works at least 30 hours per week and is on the regular payroll of the Employer for that work.

**Grace Period** means the period that shall be granted for the payment of any Plan charge, during which time the Plan shall continue in force. In no event shall the Grace Period extend beyond the date the Plan terminates.

**He or Him** includes and means she or her.

**HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as amended.

**Leave of Absence** means a leave of absence of an Employee that has been approved by the Employer, as provided for in the Employer's rules, policies, procedures, and practices.

**Legal Guardian** means a person recognized by a court of law, as having the duty of taking care of the person and managing the property and rights of a minor child.

**Lifetime Maximum Benefit** means the maximum amount of benefits paid by EMI Health that will be allowed under this Plan whether accumulated under this Plan or any combination of policies administered by EMI Health.

**Maximum Allowable Charge** means the benefit payable for a specific coverage item or benefit under the Plan. Maximum Allowable Charge(s) will be the lesser of the Table of Allowances or

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the actual billed charges for the covered services. The Maximum Allowable Charge will not include payment for any identifiable billing mistakes including, but not limited to, up-coding, duplicate charges, and charges for services not performed.

***Medically Necessary*** or ***Medical Necessity*** means health care services or product that a prudent health care professional would provide to a patient for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or its symptoms in a manner that is

- In accordance with generally accepted standards of medical practice in the United States;
- Clinically appropriate in terms of type, frequency, extent, site, and duration;
- Not primarily for the convenience of the patient, physician, or other health care Providers; and
- Covered under the contract.

When a medical question-of-fact exists, Medically Necessary shall include the most appropriate available supply or level of service for the individual in question, considering potential benefits and harms to the individual, and known to be effective. For interventions not yet in widespread use, the effectiveness shall be based on scientific evidence. For established interventions, the effectiveness shall be based on scientific evidence, professional standards, and expert opinion.

***Participant*** means the individual employed by the Utah Transit Authority and enrolled with the Plan to receive covered services, through whom Dependents may also be enrolled with the Plan. Participants are also Covered Persons. The term Participant may include eligible early retirees.

***Participating Provider*** means a health care practitioner operating within the scope of his license, i.e., physician, oral surgeon, Dentist, anesthetist, etc., or a facility operating within the scope of its license, who has contracted with the Plan to render covered services and who has otherwise met the criteria and requirements for participation in the Plan.

***Plan Sponsor*** means UTA/ATU Joint Insurance Trust.

***Premium Assistance*** means assistance under Utah Code Title 26, Chapter 18, Medical Assistance Act, in the payment of premium.

***Primary Plan*** means a plan whose benefits for a person's health care coverage must be determined without taking the existence of any other plan into consideration.

***Provider*** means a health care practitioner operating within the scope of his license, i.e., physician, oral surgeon, Dentist, chiropractor, anesthetist, etc. Provider also means a facility operating within the scope of its license.

***Scientific Evidence*** means 1) scientific studies published in, or accepted for publication by, medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff; or 2) findings, studies, or research conducted by or under the auspice of federal government agencies and nationally recognized federal research institutes. Scientific Evidence shall not include published peer-reviewed literature sponsored to a significant extent by a pharmaceutical manufacturing company or medical device manufacturer or a single study without other supportable studies.

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**Secondary Medical Condition** means a complication related to an exclusion from coverage in the Plan.

**Secondary Plan** means any plan that is not a Primary Plan.

**Special Enrollment** means the right of an individual to enroll during the plan year, rather than waiting for the next Open Enrollment period, if He has experienced a qualifying event (including marriage, divorce, birth, adoption, placement for adoption, loss of other insurance coverage, or approval to receive a Premium Assistance) under HIPAA regulations. The Participant must complete a new enrollment form and submit it to EMI Health within 31 days of any change in coverage or status.

**Spouse** means the person to whom the Participant is lawfully married or the person to whom the Participant is lawfully recognized as a common law Spouse.

**Subrogation** means the right that EMI Health has by virtue of this contract, and also by virtue of common law, to recover from a third party, or other responsible insurance, monies that EMI Health has advanced or paid to or on behalf of a Covered Person, where such monies were paid as a result of an injury to the Covered Person that was the fault of the third party.

**Summary of Benefits** means the outline of benefits as established by this Plan.

**Table of Allowances** means the schedule for payment of covered services established by EMI Health.

**UTA/ATU Joint Insurance Committee** means the Committee established to determine benefits and administer the funds of the UTA/ATU Joint Insurance Trust, established to provide insurance benefits to UTA Bargaining Unit Employees, as set forth in the Collective Bargaining Agreement between the Utah Transit Authority and the Amalgamated Transit Union Local 382.

16-20677P-3  
(Barg.)

**EMI HEALTH**

**ADMINISTRATIVE SERVICES AGREEMENT**

**for**

**UTA/ATU JOINT INSURANCE TRUST**

**SELF-FUNDED DENTAL PLAN**

## **ADMINISTRATIVE SERVICES AGREEMENT**

This Administrative Services Agreement relating to a self-funded benefit plan ("Agreement") is made and entered into by and between the UTA/ATU Joint Insurance Trust (hereinafter "Plan Sponsor"), UTA/ATU Joint Insurance Trust Self-funded Dental Plan (hereinafter "Health Plan"), and Educators Health Plans Life, Accident, and Health, Inc. of Utah (hereinafter "EMI Health").

EMI Health is a company organized under the laws of the State of Utah ("State") and duly qualified under the insurance laws of the State to provide certain administrative services in connection with self-funded employee benefit plans. Having been requested by Plan Sponsor, EMI Health is willing to provide administrative and consultative services for and on behalf of the Plan Sponsor in the manner set forth below.

Plan Sponsor desires to provide its eligible employees and their dependents who enroll (hereinafter "Enrollees") in the Plan Sponsor's Self-funded Plan (as more fully and completely described and defined in Appendix A, which is attached hereto and incorporated herein by this reference and hereinafter referred to as the "Plan") with the benefits set forth in the Plan. Plan Sponsor further desires to contract with EMI Health to have EMI Health provide services necessary for the administration and management of the Plan for Plan Sponsor, all according to the terms set forth below.

### **I. DUTIES OF EMI HEALTH**

In consideration of the foregoing and of the mutual covenants, promises, and agreements more fully set forth in this Agreement below, EMI Health agrees to provide services necessary for the administration, operation, and implementation of the Plan, as follows:

1.1. Provide to the Plan Sponsor or its eligible employees all forms and documents necessary for (i) enrollment in the Plan, (ii) submission of claims, and (iii) other documents and forms necessary for Enrollees to receive or assign benefits offered by Plan Sponsor under the Plan. Provide to each Plan Participant two identification cards at no charge. Additional cards will be provided, upon request, for a fee, the amount of which will be determined by EMI Health.

1.2. Receive all new applications for membership in the Plan. Plan Sponsor will make all eligibility determinations and handle and resolve any and all disputes or disagreements with potential Enrollees over such eligibility determinations. (Refer to section 2.4.)

1.3. Process and pay, according to the Plan, all claims received by EMI Health, in a timely manner, except claim forms that are not completed in proper form need not be paid and will be returned to the claimant with a request that the form be completed properly. Plan Sponsor acknowledges and agrees that (i) benefit determinations can only be made after a complete claim is submitted and fully processed by EMI Health and (ii) benefit determinations are subject to all eligibility requirements, limitations, exclusions, and other provisions of the Plan which are in effect when a claim is incurred.

1.4. Deny any and all claims that are, in the reasonable judgment of EMI Health, not within coverages outlined and provided in the Plan. When a claim is denied, advise the claimant Enrollee, in writing, of the fact of and the basis or reason for the denial.

1.5. Correspond with Enrollee claimants and their representatives regarding possible third-party liability or claimant liability for expenses paid by the Plan on behalf of Enrollee claimants

and issue an initial written demand for payment or reimbursement. Beyond an initial written demand (which demands will be given only where legally justified in the reasonable judgment of EMI Health and its legal counsel), EMI Health shall have no responsibility or liability for the refusal of Enrollee claimants or their representatives or other third parties to reimburse the Plan for such expenses and no obligation to take any legal action to enforce the Plan's subrogation rights. Notwithstanding the foregoing, EMI Health agrees to exercise, on behalf of the Plan Sponsor and the Plan, the right to offset the payment of future claims as a method of implementing recovery of any such unreimbursed sums. The aforesaid offset right, need only be exercised in those instances in which, in the reasonable judgment of EMI Health and its legal counsel, such right is properly and legally assertable. In providing the above services, EMI Health does not represent or guarantee that it will discover or pursue each and every subrogation opportunity, or that all attempts at collection will be successful. Plan Sponsor is ultimately responsible for such discovery, pursuit, and collection.

1.6. Process and, as applicable, pay claims for dependents qualified under the Plan for coverage, provided that EMI Health shall have the right (but not the duty) to verify that a dependent for whom a claim is submitted is, in fact, a dependent qualified for coverage, as defined by the Plan.

1.7. With respect to disputed claims, provide procedures and services for adjudication and settlement consistent with the procedures and services for handling disputed claims provided by EMI Health in the administration of other similar plans. Plan Sponsor has had full opportunity to review and become familiar with the procedures and process of EMI Health in handling of disputed claims and hereby accepts and agrees to the same. Except as hereinafter provided with respect to the rights of the Plan Sponsor, EMI Health will have the authority and is hereby empowered on behalf of the Plan Sponsor to adjudicate and, as deemed appropriate in its reasonable judgment, settle any disputed claims other than claims regarding eligibility determinations. As part of the disputed claims handling process, a claims review committee will be utilized as the initial screen for any potential disputed claim. A claim settled or otherwise resolved by the claims review committee is not a disputed claim. EMI Health has no responsibility for the consequences, implications, or other results of the Plan Sponsor's determination to pay a claim or otherwise settle a claim over the objection or otherwise contrary to the claim determination made by EMI Health. In all events, EMI Health will follow its established procedures and shall follow through in a timely fashion at each level of the adjudication and resolution process.

1.8. Once a year, at the request of the Plan Sponsor, provide an accounting showing total remittances made by Plan Sponsor for the year. On a quarterly basis, and at the conclusion of each plan year, provide utilization reports that include information regarding the number and cost of claims processed by type of service provided, number and cost of claims processed by in-network and out-of-network providers, as well as other aggregate utilization data requested by the Plan Sponsor.

1.9. On a monthly basis, invoice the Plan Sponsor for monthly benefits paid and ASO Fees (as described in section 3.1 and 3.2).

1.10. Employ such personnel as it deems necessary to perform the duties and obligations required by this Agreement. EMI Health will pay all expenses incurred by it in the performance of its obligations hereunder, including, but not limited to, compensating its personnel, independent contractors, and the costs of office space and facilities, postage, telephone and other communication expenses, routine claim adjustments, computer operations and programming, and other ordinary

expenses regularly incurred in the administration and operation of an employee benefit program of this nature. Other than for its own tax obligations, including with respect to its own employees, EMI Health will not, however, be responsible for any taxes (federal, state, or local) tax withholding, reporting, or other tax matters, obligations, or liabilities related to the Plan, the Enrollees (including employees of the Plan Sponsor), or other covered persons, or of the Plan Sponsor, its contractors, agents, employees, etc.; nor shall EMI Health bear extraordinary claims adjustment expenses such as the cost of special investigation or reporting services or any claim arising out of the payment or failure to pay a claim when acting pursuant to the determination responsibilities set forth in this Agreement or otherwise at the directions of Plan Sponsor. Plan Sponsor will also reimburse EMI Health for a proportionate share of any cost or expense reasonably incurred by EMI Health relating to such taxes, including costs and reasonable attorneys' fees incurred in disputing such taxes, and any interest, fines, or penalties relating to such taxes.

1.11. Provide, with respect to the Plan as currently constituted or as hereafter amended during the term of this Agreement, as and to the extent requested in writing by the Plan Sponsor, within reasonable bounds, evaluation of and consultation with the Plan Sponsor concerning the structure, economics, needs, and costs associated with the purchase and acquisition of stoploss coverage for excess liability. The scope and extent of services rendered hereunder that are covered by the compensation and payments provided under this Agreement shall be in the reasonable discretion of EMI Health. In all events, a written request by the Plan Sponsor for such services shall be discussed and the scope and extent of the project shall be pre-defined with EMI Health providing to the Plan Sponsor an estimate of additional cost for the portions of the subject project that EMI Health believes are outside the coverage of this Agreement ("Additional Services"). If EMI Health determines that the project involves Additional Services or that the number of projects has now resulted in a requested project being in the category of Additional Services, EMI Health is not obligated to proceed with the project until an agreement, satisfactory to EMI Health, has been reached as to the payment for the Additional Services.

1.12. Provide, as requested by the Plan Sponsor in writing, information and data necessary to assist the Plan Sponsor in the completion of the Form 5500s, as necessary.

1.13. If an overpayment should be discovered by either EMI Health or Plan Sponsor, EMI Health shall use diligent efforts toward the recovery of any loss therefrom. EMI Health shall not be required to initiate legal proceedings or any such recovery except where the same is the definitively proven and direct result of the gross negligence of EMI Health or its employees. If an underpayment is discovered, EMI Health shall promptly adjust such underpayment to the correct amount. Losses by reason of overpayment or errors in payment that cannot be recovered pursuant to this paragraph shall be borne by the Plan Sponsor, and EMI Health shall have no liability for such errors, provided they are reasonable, made in good faith, and within acceptable industry standards.

1.14. Provide HIPAA certificates to former employees of Plan Sponsor in a timely manner, as dictated by applicable law and with respect to former employees of the Plan Sponsor covered under the Plan during the administration of EMI Health under this Agreement.

1.15. Satisfy any and all reporting and disclosure requirements applicable with respect to the claims administration process for the period of EMI Health's administration under this Agreement, as the same are imposed by law.

1.16 Conduct all responsibilities in compliance with all then applicable HIPAA regulations, including guidelines governing automation, computer security, and beneficiary confidentiality, as more fully set forth in Schedule B to this Agreement.

1.17. Make a provider network available to Enrollees located in agreed to geographical sites. EMI Health will provide directories of network providers, with periodic updates to the information in the directories. Providers in the network may change from time to time. EMI Health does not employ network providers and they are not agents or partners of EMI Health. Network providers participate in the network only as independent contractors. Providers and Enrollees are solely responsible for health care services rendered to Enrollees.

1.18. EMI Health is required to comply with the terms in the privacy practice notice.

1.19. EMI Health will assure that this Agreement and its operation are in full compliance with all applicable laws, rules, and regulations at all applicable levels of governmental oversight and regulation.

## **II. DUTIES OF PLAN SPONSOR**

2.1. The Plan Sponsor is the sponsor with full legal and other responsibility for the administration, operation, and implementation of the Plan and, notwithstanding the provisions of this Agreement under which EMI Health has taken on certain duties and responsibilities, still retains ultimate discretionary authority and all final authority and responsibility for the Plan and its operation and all obligations and liabilities arising under the Plan. EMI Health is empowered and obligated to act only as expressly stated in this Agreement or as mutually agreed to in writing with the Plan Sponsor.

2.2. The Plan Sponsor retains all final authority and responsibility in developing and determining, in accordance with applicable law, the benefits to be provided under the Plan, the language and provisions describing such benefits, the Plan's plan document, plan booklet, and where necessary, trust document. Plan Sponsor will secure legal review of such documents from Plan Sponsor's legal counsel and will also assure that the Plan is consistent with all applicable requirements of law. Plan Sponsor will provide copies of all such documents to EMI Health for its review to ensure that EMI Health can administer the Plan's benefits in the manner described. Plan Sponsor will notify EMI Health in writing of any change in Plan benefits or any other relevant Plan provision, including termination of the Plan, within a reasonable time prior to the change becoming effective. Provided EMI Health can reasonably implement the change, it will do so as soon as administratively practicable after such notice, subject to any relevant fee adjustment as provided in Section 3.1.

2.3. Except as expressly allocated as a responsibility of EMI Health under Section I or Schedule A attached hereto, the Plan Sponsor shall be responsible to review, approve, and distribute to all eligible Plan Participants (and return to EMI Health when necessary) all appropriate and necessary materials and documents including, but not limited to, summary plan descriptions, plan language amendments, enrollment forms, and applications, as may be necessary for the operation of the Plan or to satisfy the requirements of State or Federal laws or regulations.

2.4. Provide EMI Health with a list of Enrollees in the Plan at the beginning of the plan year and on a monthly basis, names, member identification numbers, and level or type of coverage of

Enrollees that have discontinued participation or signed up in the Plan during the previous month. EMI Health will be entitled to rely on the most current information in its possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. Plan Sponsor will make all eligibility determinations and handle and resolve any and all disputes or disagreements with potential Enrollees over any of its eligibility determinations.

2.5. Pay to EMI Health, on the first day of the month all considerations required under this Agreement.

2.6. Distribute a current Summary Plan Description (SPD)/handbook to each Enrollee and provide information concerning the Plan to eligible employees who might become Enrollees.

2.7. Identify and disclose to EMI Health the name of one or two administrative or management level employees, officers, or other personnel of the Plan Administrator who are designated as the primary contacts for EMI Health with respect to the administration of the Plan. Also, cooperate with EMI Health, in assuring that such liaison officers are fully apprised of the details and substance of the Plan and this Agreement and cooperate in having such liaison officers participate in appropriate training and orientation with EMI Health to assure that the administration of the Plan by EMI Health in conjunction with the Plan Administrator is done efficiently and with a minimum of unnecessary cost or time expenditure.

2.8. Undertake reasonable educational and orientation efforts with Enrollee employees to assure their understanding of the Plan and the details of administration and operation of the same. Never represent or otherwise imply that EMI Health's role or responsibilities are other than as a contract administrator of the Plan, which the Plan Sponsor shall make clear is the ultimate responsibility of the Plan Sponsor.

2.9. Provide access to all information (with appropriate confidentiality protections and in compliance with applicable law, rules, and regulations) necessary to the proper administration of the Plan by EMI Health.

2.10. Coordinate with EMI Health, with respect to such compliance issues, and with respect to areas of compliance in the administration of the Plan with which EMI Health has experience, knowledge, and expertise, work closely with and correlate compliance with EMI Health. Plan Sponsor will take full responsibility for assuring that the Plan and its operation are in full compliance with all applicable law, rules, and regulations at all applicable levels of governmental oversight and regulation.

### **III. FEES, CLAIMS PAYMENT, AND OTHER MONETARY ISSUES**

3.1. Plan Sponsor will pay to EMI Health the billed rates outlined in the most recent proposal or renewal letter on a monthly basis, on the first day of each month, based on participation levels (number) of Enrollees (covered employees). The fees shall remain in effect during the term of the Agreement as set forth in Article IV; provided, however, that EMI Health may change such fees as follows: (a) on each renewal date, (b) any time changes are made to the Agreement or Plan which affect these fees, (c) when there are changes in laws or regulations which affect the services provided by EMI Health under this Agreement, or (d) if the number of employees covered by the Plan or any option of the Plan changes by 10 percent or more. Any new fee which arises out of such change will be effective on the date such change occurs, even if such date is retroactive.

3.2. Plan Sponsor will reimburse EMI Health all monthly benefits paid under the Plan on the first day of each month.

3.3. If, for any reason, the Plan Sponsor fails to make any payments required to be made under the terms of this Agreement on the first day of the month of coverage, or within 15 days following receipt of an invoice, or other written request for the same (whichever is later), EMI Health may

- a. suspend all claim payments under this Agreement, any predecessor Agreement, or a successor Agreement among the parties until all outstanding invoices are paid in full, regardless of whether or not the suspension of claims payments affects EMI Health's liability as set forth herein.
- b. suspend the performance of any and all other of its services to the Plan Sponsor under the Plan until such time as the Plan Sponsor makes the proper remittance and provides evidence, satisfactory in the sole and absolute discretion and judgment of EMI Health, that the financial condition and ability of the Plan Sponsor to perform its obligations hereunder is fully assured and sound.
- c. charge interest to the Plan Sponsor on all past fees due to EMI Health at the rate of one and one-half percent (1½%) per month (18% per annum) or the maximum rate allowed by law, whichever is less.

It is acknowledged and agreed that in no event is EMI Health individually or personally responsible for the payment of claims under the Plan. The obligations of EMI Health hereunder in paying claims is as the representative of the Plan Sponsor, whose obligation it is to pay the claims. EMI Health shall have no obligation to arrange for payment of benefits under the Plan if the Plan Sponsor has not made the requisite funds available in accordance with this Agreement. Further, in no event is EMI Health obligated to use its own funds or amounts received in payment of its fees or expenses to pay claims, and the Plan Sponsor shall have all responsibility for any shortfall in funds necessary to pay claims (after application of funds to pay the fees and other amounts due and owing to EMI Health for its services hereunder).

3.4. EMI Health shall not be responsible for any late filings, penalties, fines, taxes, etc. that may result from suspension or cessation of performance described in this section.

#### **IV. TERM AND TERMINATION**

4.1. This Agreement will be effective May 1, 2017, and shall be effective through the last day of April 2018. This Agreement may automatically be renewed for one-year terms, unless the Plan Sponsor notifies EMI Health in writing by certified mail of its intent to terminate the contract at least sixty (60) days prior to the end of the current term.

4.2. Termination for Cause. This Agreement will terminate immediately on the failure of Plan Sponsor to adequately pay billed rates, unless corrected within 15 business days after written demand for such correction is given by EMI Health.

- a. This Agreement may be terminated by the Plan Sponsor, with or without cause, upon the Plan Sponsor providing thirty (30) days prior written notice to EMI Health. The parties shall deal with each other in good faith during the thirty day period after any notice of intent to terminate without cause has been given. After termination pursuant to this Paragraph, an appropriate

adjustment shall be made to the payment provided under Paragraph 3 to account for the percentage of work not performed as of the date of termination.

- b. This Agreement may be terminated by the Plan Sponsor in the event that the Plan Sponsor gives notice to EMI Health of EMI Health's default of a material term or condition of this Agreement, including the incorporated "Scope of Services," and EMI Health fails to cure such default within ten (10) days after receiving written notice of such default from the Plan Sponsor.
- c. This Agreement may be terminated by EMI Health only in the event that EMI Health gives notice to the Plan Sponsor of the Plan Sponsor's default of a material term or condition of this Agreement, including the incorporated "Scope of Services," and the Plan Sponsor fails to cure such default within ten (10) days after receiving written notice of such default from EMI Health.

4.3. Records and Accounts on Termination. On termination of the Agreement, EMI Health will transfer to Plan Sponsor or any person designated by Plan Sponsor, less any sums owed by Plan Sponsor to EMI Health, control of all funds that belong to Plan Sponsor. EMI Health may provide Plan Sponsor with detailed claims and enrollment information, and any such other information that Plan Sponsor may reasonably request to facilitate transfer of administration of the Plan, which EMI Health holds in its records, files, or data base, only upon prepayment by Plan Sponsor of the reasonable estimated cost (including reasonable compensation for the time of EMI Health's employees, officers, and management) of providing the same.

4.4. Cooperation during Transition Period. Both parties agree to provide reasonable cooperation to effectuate a proper and efficient transition to the administration of the Plan by the Plan Sponsor or other contract administrator after the termination of this Agreement without renewal. At the request of Plan Sponsor, EMI Health may provide claims processing for a period of 12 months following the Agreement's termination for claims incurred prior to the termination of the Agreement. EMI Health will not perform such services in the event the Agreement was terminated because Plan Sponsor failed to pay billed rates in a timely manner.

## **V. WARRANTIES**

5.1. Plan Sponsor represents and warrants it has thoroughly considered the administrative requirements of the Plan and has had full opportunity to review the services, experience, and administrative wherewithal of EMI Health and has affirmatively, freely, and intentionally elected to contract with EMI Health to provide the services set forth in this Agreement.

5.2. Plan Sponsor further represents and warrants that it understands the financial and fiscal aspects of the Plan for which it assumes full responsibility for the fiscal integrity of its Plan.

5.3. EMI Health warrants and represents that it understands that all treatment and other medical or other records provided and or dealt with in connection with the rendition of the administrative services subject to the Agreement are confidential and will be handled by EMI Health and its employees engaged in the performance of the agreed services so as to avoid having them disclosed other than to Plan Sponsor's authorized personnel, to the covered person (or the covered person's parents if the covered person is a minor), or as required by an order of a court of competent jurisdiction.

5.4. During the term of this Agreement and for a period of six months after any termination of this Agreement, neither EMI Health nor Plan Sponsor may hire, pay, consult, or involve any officer, agent, or employee of the other party doing insurance, administrative services, or consultative services in insurance or administrative services except with the other party's written consent.

## **VI. STATUS OF EMI HEALTH**

6.1 EMI Health is not an employer, partner, or joint venturer with Plan Sponsor. Under this Agreement EMI Health is not an insurer, underwriter, or guarantor of any of the benefits payable under this Plan, nor is it the Plan Administrator of the Plan, as that term is used under ERISA or any comparable federal or state law.

6.2 It is understood and agreed EMI Health is engaged to perform services under this Agreement as an independent contractor. EMI Health will use its best efforts to implement such written instruction, if any, as to policy and procedures that may be given by Plan Sponsor to EMI Health provided such instruction and directions are consistent and compatible with the description of services to be performed by EMI Health and are not in violation of or contrary to any laws or regulations.

## **VII. AUDITS**

7.1 EMI Health will process and pay eligible benefits in accordance with the Plan adopted by Plan Sponsor as legally modified and amended from time to time during the administration period of EMI Health. Where any payment error exists and is discovered, EMI Health will use reasonable effort to effectuate a recovery of any payments made in error, but will not be required to initiate formal legal proceedings.

7.2 All records created or maintained by EMI Health in connection with the performance of its obligations under this Agreement shall be the property of EMI Health. During the term of this Agreement, Plan Sponsor, or its designee may inspect its records in EMI Health's custody at reasonable times during normal business hours and upon reasonable advance notice to EMI Health. Plan Sponsor or its designee may obtain copies of any or all of those records at its own expense.

## **VIII. HOLD HARMLESS AND INDEMNIFICATION**

8.1 EMI Health and the Plan Sponsor each hereby agree to protect, defend, release, indemnify and hold the other party harmless from and with respect to any losses, claims, demands, expenses, attorney's fees, costs or judgments which said later party may sustain, directly or indirectly, as the result of: (i) the former party's actions or omissions with respect to the performance of any service required under this Agreement; (ii) the former party's violation or alleged violation of any applicable state, federal or local laws, regulations, ordinances or orders; or (iii) the former party's breach of any provision contained in this Agreement.

## **IX. MISCELLANEOUS PROVISIONS**

9.1 This Agreement will bind and benefit the parties hereto and their respective successors or assigns, but it may not be assigned by either party without prior written consent of the other party.

9.2. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assured.

9.3. The interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Utah without resort to its conflict-of-laws rules.

9.4. In the event any provision of this Agreement is rendered invalid or unenforceable by any proper act of the Federal or State government or declared null and void by any court of competent jurisdiction, the remainder of the provisions hereof will remain in force and in effect.

9.5. This Agreement, or any part, section, or provision hereof, may be amended at any time during the term hereof by the mutual written consent of the parties.

9.6. The section headings used herein have been inserted for convenience of reference only and do not in any way modify or restrict any of the terms or provisions hereof.

9.7. The failure by any party to this Agreement to object or take any action with respect to any conduct or omission of the other party will not be construed as a waiver of the breach or wrongful conduct or of any future breach of this Agreement.

9.8. Any notice required to be given pursuant to the terms or provisions of this Agreement must be in writing and may either be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed to each party at the addresses that follow:

EMI Health

President  
852 East Arrowhead Lane  
Murray, Utah 84107

UTA/ATU Joint Insurance Committee

C/O Utah Transit Authority  
Office of General Counsel  
669 West 200 South  
Salt Lake City, UT 84101

9.9. Each party agrees to carry out all activities undertaken by it pursuant to this Agreement in conformance with all applicable federal and state laws.

9.10 Any claim, controversy, or dispute of any kind or nature arising out of, or in any way in connection with, this Agreement, the parties to this Agreement, or their conduct, directly or indirectly related to this Agreement and its subject matter (including the question of whether or not the resolution of the matter is subject to this arbitration clause) including, but not limited to, claims of breach of any covenant, promise, or obligation, or with respect to any warranty, representation, or certification under this Agreement shall be submitted for resolution through binding arbitration if the same is not resolved between the parties by negotiation and settlement. Such arbitration is mandatory, and both parties hereby knowingly and intentionally agree that binding arbitration is and shall be the exclusive method of resolving any such unresolved claim, controversy, or dispute. Either party may initiate arbitration proceedings by giving written notice to the other party (pursuant to the notice provisions provided hereunder) of the election to proceed with binding arbitration. The procedures and rules governing the requested arbitration proceeding shall be (1) the terms of this Agreement governing arbitration and the procedures for the same, (2) the Utah

Arbitration Act (Utah Code Ann. 78-31a-1- et seq), and (3) the then current edition of the American Arbitration Association's (AAA) "Dispute Resolution Procedures for Insurance Claims." In the event of any inconsistency between the listed procedures and rules, the earlier listed provisions shall govern over the later listed provisions. The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the parties hereto from a panel provided by an independent arbitration association. In the absence of an agreement by the parties as to the selection of an arbitrator, the arbitrator named by each of the parties shall, together, select the arbitrator for the proceeding from the said panel. All costs of the arbitration proceeding shall be borne equally by the parties hereto. Upon request by the selected arbitrator, each party will deposit in advance with the selected arbitrator a sum sufficient to cover the reasonably estimated costs of the arbitration proceeding payable to the arbitrator with respect to the conduct of the arbitration proceeding. Any failure to deposit such sums in the time frame required shall entitle the other party to the entry by the arbitrator of a default award in favor of such non-defaulting party in accordance with the relief requested by such non-defaulting party. The parties agree that the arbitrator may include in the award reasonable attorneys' fees incurred by the party prevailing in the arbitration proceeding. The decision and award of the arbitrator shall be final and binding upon the parties.

9.11. EMI Health's only duties with respect to ERISA or the Plan including, but not limited to, any responsibilities to provide notices of any legal right under ERISA or COBRA, as well as all obligations of disclosure and reporting are those which are expressly set forth and designated as duties of EMI Health. The parties agree that final discretion to deny or allow claims under the Plan rests in the Plan Sponsor.

9.12. The obligations of either EMI Health or Plan Sponsor under this Agreement shall be suspended during the continuance of any force majeure applicable to the party. The term "force majeure" shall mean any cause not reasonably within the control of the party claiming suspension, including, without limitation, an act of God, industrial disturbance, war, riot, weather-related disasters, earthquake, governmental action, and unavailability or breakdown of equipment. The party claiming suspension under this provision shall take reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.

9.13. If bankruptcy, receivership, or liquidation proceedings are commenced with respect to any party hereto, and if this Agreement has not otherwise been terminated, then a non-filing party may suspend all further performance of this Agreement pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision of Federal or State law. Any such suspension of further performance by a non-filing party pending the defaulting party's assumption or rejection will not be a breach of this Agreement and will not affect the non-filing party's right to pursue or enforce any of its rights under this Agreement or otherwise.

9.14. The Plan Sponsor represents and warrants that it is duly organized, validly existing, and in good standing and authorized to conduct business under the laws of Utah and in the State of Utah. Plan Sponsor has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Each of the persons signing below on behalf of Plan Sponsor represents and warrants that they have been duly authorized by appropriate action to execute this Agreement for and on behalf of Plan Sponsor.

9.15. This Agreement shall inure to the benefit of the respective parties hereunder, devisees, personal representatives, successors, and assigns.

9.16. Any facsimile signature on any counterpart shall be deemed to be an original signature for all purposes and shall fully bind the party whose authorized officer's or agent's facsimile signature appears on the counterpart.

## **X. SCHEDULES TO THE AGREEMENT**

The following Schedules attach to, become part of the body of this Agreement, and are herein incorporated by reference. Schedules subsequently executed by both parties and attached hereto, shall be deemed amendments to this Agreement.

### **TITLE OF SCHEDULE**

PERFORMANCE GUARANTEE – Schedule A  
PRIVACY/SECURITY ISSUES – Schedule B

IN WITNESS THEREOF, the parties hereto sign their names as duly authorized officers and have executed this Agreement.

**PLAN SPONSOR:**

UTA/ATU JOINT INSURANCE TRUST

By: *Nancy MacEckler*  
Print Name: NANCY MACHECKER  
Date: 5-25-17

By: *R. Duerr*  
Print Name: ROD DUERR  
Date: 06-28-17

**ADMINISTRATOR:**

EMI HEALTH

By: *Steven Morrison*  
Print Name: Steven Morrison  
Date: March 29, 2017

**HEALTH PLAN:**

UTA/ATU JOINT INSURANCE TRUST  
SELF-FUNDED EMPLOYEE DENTAL BENEFIT PLAN

By: NA  
Print Name: NA  
Date: NA

Approved As To Form  
*J. B. Palmer*  
UTA Legal Counsel

**SCHEDULE A**

<b>UTA Performance Guarantees</b>		
<b>Performance Measurement</b>	<b>Goal</b>	<b>At Risk (% of Administration)</b>
<b>Claims Processing</b>		
<b>Financial Accuracy</b> – Dollar amount of claims paid correctly divided by the total amount of all dollars tested.	98%	1%
<b>Clean Claims Turnaround Time</b> – Percentage of the total number of clean claims paid or denied within 30 calendar days.	30 Days = 90%	1%
<b>Customer Service</b>		
<b>Telephone Response Time (Average Speed of Answer)</b> – Total number of member calls answered within 60 seconds divided by the total number of calls received (abandoned calls are included).	85%	1%
<b>Abandonment Rate</b> – Total number of calls abandoned divided by the total number of calls received.	< 5%	1%
<b>Appeals Response Time (Initial Contact)</b> – Average time between receipt of an appeal and the date the appeal is acknowledged.	Average < 10 days	1%
<b>Appeals Response Time (1<sup>st</sup> Level)</b> – Average time between receipt of a first level appeal and all required information and the date the appeal is resolved (approved or denied). This statistic is compiled based on appeals resolved during the twelve months prior to the reporting date.	Average < 30 days.	1%
<b>Appeals Response Time (2<sup>nd</sup> Level)</b> – Average time between receipt of a second level appeal and all required information and the date the appeal is resolved (approved or denied). This statistic is compiled based on appeals resolved during the twelve months prior to the reporting date.	Average < 60 days	1%
<b>Standard Monthly Report Turnaround Time</b> – This measures the time from the end of the run-out period and when the report is completed and ready to send. The information consists of those reports prepared during the prior three months.	Average < 20 days.	1%

## SCHEDULE B

### HIPAA PRIVACY AND SECURITY BUSINESS ASSOCIATE TERMS AND CONDITIONS BY AND BETWEEN EMI HEALTH AND UTA/ATU BARGAINING UNIT Effective May 1, 2017

UTA/ATU Bargaining Unit (hereinafter "Health Plan") wishes to disclose certain information to EMI Health in the performance of this Agreement, some of which may constitute protected health information ("PHI"), as defined below. UTA/ATU Bargaining Unit and EMI Health intend to protect the privacy of PHI disclosed to EMI Health in compliance with the federal regulations set forth at 45 C.F.R. Parts 160 and 164 (the "Privacy Rule") issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

#### **I. DEFINITIONS FOR USE IN THIS ADDENDUM**

For the purposes of Schedule B, all capitalized terms shall have the meaning set forth in the Privacy or Security Rules, except as expressly provided herein. In addition, the following capitalized terms shall be defined as set forth below.

**"Breach"** will have the same meaning as defined by 45 CFR §164.402.

**"Breach Notification Rule"** will have the same meaning as "Notification in the Case of Breach of Unsecured PHI" at 45 CFR Part 164, Subpart D, as may be revised from time to time by the Secretary.

**"Business Associate"** shall have the meaning given to such term under the Privacy Rule, including but not limited to 45 C.F.R. § 160.103. EMI Health shall be referred to herein as Business Associate.

**"Covered Entity"** shall have the meaning given to such term under the Privacy Rule, including but not limited to 45 C.F. R. § 160.103. Health Plan shall be referred to herein as Covered Entity.

**"Data Aggregation"** shall mean, with respect to PHI created or received by EMI Health in its capacity as the Business Associate of Health Plan, the combining of such PHI with the PHI received by EMI Health in its capacity as a business associate of other covered entities, to permit data analyses that relate to the healthcare operations of the respective covered entities.

**"Designated Record Set"** shall have the same meaning as the phrase "designated record set" set forth in 45 C.F.R. § 164.501.

**"Electronic Media"** shall mean the mode of electronic transmissions. It includes the Internet, extranet (using Internet technology to link a business with information only accessible to collaborating parties), leased lines, dial-up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, or compact disk media.

**"Electronic PHI"** will have the same meaning as defined by 45 CFR §160.103.

**"Genetic Information"** will have the same meaning as defined by Title I of GINA.

**"EMI Health Information System"** shall mean any electronic information system that is under EMI Health's custody and control and that is used by EMI Health or Covered Entity to store or transmit EPHI.

“**Individual**” shall have the same meaning as the term “Individual” as set forth in 45 C.F.R. § 164.501.

“**Individually Identifiable Health Information**” shall have the same meaning as the phrase “individually identifiable health information” as set forth in 45 C.F.R. § 164.501.

“**Privacy Rule**” shall mean the Standard for Privacy of Individually Identifiable Health Information, codified at 45 C.F.R. Parts 160 and 164, subparts A and E.

“**Protected Health Information**” shall have the same meaning as the phrase “protected health information” as set forth in 45 C.F.R. § 164.501.

“**Secretary**” shall mean the *Secretary of the Department of Health and Human Services* or his or her designee.

“**Security Incident**” shall mean the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI or interference with system operations in an information system pursuant to 45 CFR §164.304. For purposes of this BAA a Security Incident does not include trivial incidents that occur on a daily basis, such as scans, “pings,” or unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate.

“**Security Rule**” shall mean the Security Standards for the protection of Electronic PHI at 45 CFR, Parts 160 and 164, Subparts A and C, as may be revised from time to time by the Secretary.

“**Unsecured PHI**” shall mean PHI that is not secured through the use of a technology or methodology that renders such PHI unusable, unreadable or indecipherable to unauthorized individuals pursuant to 45 CFR §164.402.

## **II. HIPAA PRIVACY OBLIGATIONS**

**Section 1. Use of Protected Health Information.** EMI Health may use PHI, created or received pursuant to this Agreement, to carry out the purpose of this Agreement. EMI Health shall not, and shall ensure that its directors, officers, employees, contractors, subcontractors, and agents do not, use PHI created or received pursuant to this Agreement in any manner that would constitute a violation of the Privacy Rule if done by Covered Entity, except that EMI Health may use PHI for its proper management and administration; and for the purposes set forth in Section 11 (“Data Aggregation”) of this Schedule B.

**Section 2. Disclosure of Protected Health Information.** EMI Health may disclose PHI, created or received *pursuant to this Agreement*, to carry out the purposes of this Agreement. EMI Health shall not, and shall ensure that its directors, officers, employees, contractors, subcontractors, and agents do not, disclose PHI created or received pursuant to this Agreement in any manner that would constitute a violation of the Privacy Rule if disclosed by Covered Entity, except that EMI Health may disclose PHI for its own management and administration; as required by law; or as set forth in Section 11 of this Schedule B (“Data Aggregation”). To the extent EMI Health discloses PHI for its own management and administration it must obtain, prior to making any such disclosure (i) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to immediately notify EMI Health of any breaches of the confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach.

**Section 3. Security of Electronic PHI.** To fulfill its obligations under the Security Rule, Business Associate agrees to do the following:

- i. Establish and maintain appropriate administrative, physical and technical safeguards, as provided in 45 CFR §§ 164.308, 164.310, and 164.312, respectively, that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI.
- ii. Follow generally accepted system security principles and the requirements of the Security Rule.
- iii. Establish and maintain appropriate policies and procedures and documentation, as provided in 45 CFR §164.316.
- iv. Ensure that any agent, including a subcontractor, to whom it provides Electronic PHI, agrees to implement reasonable and appropriate safeguards to protect such Electronic PHI.
- v. Report any Security Incident to Covered Entity within ten (10) business days of becoming aware of such Security Incident.

**Section 4. Safeguards against Misuse of Information.** EMI Health agrees that it will implement all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement.

**Section 5. Reporting of Disclosures of Protected Health Information.** EMI Health shall, within five (5) business days of first becoming aware of a disclosure of PHI made in violation of this Agreement by EMI Health, its officers, directors, employees, contractors, or agents, or by a third party to which EMI Health disclosed PHI, report any such disclosure to Covered Entity. Knowledge of any improper use or disclosure by an agent or subcontractor of EMI Health shall not be imputed to EMI Health unless and until such agent or subcontractor reports such improper use or disclosure to EMI Health's HIPAA Privacy Officer.

**Section 6. Agreement by Third Parties.** EMI Health agrees to ensure that its agents (including subcontractors) to whom it provides PHI received from Covered Entity or created or received pursuant to this Agreement, agree in writing, to the same restrictions and conditions that apply to EMI Health pursuant to this Agreement with respect to such PHI.

**Section 7. Access to Information.** On behalf of Covered Entity, EMI Health shall administer all requests by an Individual for access to his or her PHI made pursuant to section 164.524 of the Privacy Rule. EMI Health will respond to all such requests for access consistent with the requirements of the Privacy Rule. In the event that an Individual makes a request for access to his or her PHI directly to the Covered Entity, EMI Health shall provide Covered Entity with such PHI within ten (10) business days of a written request by Covered Entity.

**Section 8. Availability of Protected Health Information for Amendment.** On behalf of Covered Entity, EMI Health shall administer all requests by an Individual for amendment of his or her PHI made pursuant to section 164.526 of the Privacy Rule. EMI Health will respond to all such requests for amendment, and make such amendments where appropriate, consistent with the requirements of the Privacy Rule. In the event that an Individual makes a request for amendment of his or her PHI directly to the Covered Entity, EMI Health shall provide Covered Entity with such PHI within ten (10) business days of a written request by Covered Entity for such PHI.

**Section 9. Accounting of Disclosures.** On behalf of Covered Entity, EMI Health shall administer all requests by an Individual for an accounting of disclosures of his or her PHI made pursuant to section 164.528 of the Privacy Rule. EMI Health will respond to all such requests for an accounting consistent

with the requirements of the Privacy Rule. In the event that an Individual makes a request for an accounting of disclosures of his or her PHI directly to the Covered Entity, EMI Health shall provide Covered Entity with information necessary to respond to such request within ten (10) business days of a written request by Covered Entity for such PHI. EMI Health shall implement policies and procedures sufficient to enable it to respond to a request for an accounting made pursuant to section 164.528 of the Privacy Rule.

**Section 10. Breach Notification Requirements.**

- (a) For purposes of this Section 9, Business Associate shall have the responsibility, following a suspected Breach by Business Associate, to determine if such Breach constitutes a Breach of Unsecured PHI in accordance with the Breach Notification Rule. Business Associate shall notify the Covered Entity, in writing, within ten (10) business days following Business Associate's discovery of a Breach of Unsecured PHI.
- (b) To the extent that Business Associate determines that a Breach of Unsecured PHI has occurred, Business Associate shall provide written notice, on behalf of the Covered Entity, within no more than sixty (60) days following the date the Breach of Unsecured PHI is discovered by Business Associate, or such later date as is authorized under 45 CFR §164.412, to:
  - (1) each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed as a result of the Breach; and
  - (2) the media, to the extent required under 45 CFR §164.406.
- (c) Unless the individual has agreed to electronic notice as set forth in 45 CFR §164.404, Business Associate shall send notices to individuals described herein using the last known address of the individual on file with Business Associate. If the notice to any individual is returned as undeliverable, Business Associate shall take such action as is required by the Breach Notification Rule.
- (d) Business Associate shall be responsible for the drafting, content, form and method of delivery of each of the notices required to be provided by Business Associate under this Section 5; provided, however that Business Associate shall comply, in all respects, with 45 CFR §164.404 and any other applicable breach notification provisions of the Breach Notification.
- (e) Any notices required to be delivered by Business Associate hereunder shall be at the expense of the Business Associate.
- (f) Business Associate shall conduct any risk assessment necessary to determine whether notification is required hereunder and will maintain any records related thereto in accordance with Business Associate's internal policies and procedures and the applicable provisions of the Breach Notification Rule.

**Section 11. Changes/Revocation of Individual Authorization.** Covered Entity shall notify EMI Health of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect EMI Health right to use or disclose such PHI.

**Section 12. Agreed-to Restrictions or Confidential Communication.** On behalf of Covered Entity, EMI Health shall administer all requests by an Individual for a restriction on the disclosures of PHI or for confidential communications regarding his or her PHI made pursuant to section 164.522 of the Privacy Rule. EMI Health will respond to all such requests for restrictions or confidential communications, and accommodate such requests where appropriate, consistent with the requirements of the Privacy Rules.

**Section 13. Data Aggregation Services.** EMI Health may use PHI created or received pursuant to this Agreement to provide data aggregation services to Covered Entity, as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

**Section 14. De-identification of PHI.** EMI Health may de-identify any and all PHI received or created pursuant to this Agreement provided that the de-identification process conforms to the requirements of 45 C.F.R. § 164.514(b).

**Section 15. Availability of Books and Records.** EMI Health agrees to make its internal practices, books, and records relating to the use and disclosure of PHI created or received pursuant to this Agreement available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.

**Section 16. Modifications to Privacy or Security Rules.** If the Privacy or Security Rules are modified in any way impacting the ASO Agreement or this Schedule B, Covered Entity and EMI Health shall, prior to the compliance date for such modifications, amend the ASO Agreement and Schedule B, as appropriate, to ensure compliance with such modification.

**Section 17. Effect of Termination.** Upon termination of this Agreement for any reason, EMI Health shall return and/or destroy all PHI received or created pursuant to this Agreement that it maintains in any form and shall retain no copies of such information. If return or destruction of such PHI is not feasible, EMI Health will continue to extend protections of this Agreement to such information and limit further use or disclosure of such PHI to those purposes that make the return or destruction infeasible, for so long as EMI Health maintains such PHI.

### **III. SECURITY OBLIGATIONS AND ACTIVITIES OF EMI HEALTH**

**Section 1.** EMI Health shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity pursuant to the ASO Agreement.

**Section 2.** EMI Health shall ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect such EPHI.

**Section 3.** EMI Health shall report to Covered Entity any Security Incident of which it becomes aware within ten (10) business days of first learning of any such Security Incident. However, EMI Health's obligation to report a Security Incident shall not include an immaterial incident, such as "knocks and pings" on its Information System and unsuccessful efforts to improperly access its Information System. EMI Health's shall be deemed to be aware of a Security Incident, where such Security Incident is reported to its HIPAA Privacy and Security Officer. Knowledge of a Security Incident by an agent or subcontractor of EMI Health shall not be imputed to EMI Health unless and until such agent or subcontractor reports such Security Incident to EMI Health's HIPAA Privacy and Security Officer.

### **IV. OBLIGATIONS OF COVERED ENTITY**

**Section 1.** In accordance with 45 CFR §164.520, the Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices, including, without limitation, any changes in, or revocation of, permission by an Individual to use or disclose PHI.

**Section 2.** Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. All information received by Business

Associate should be regarded as PHI unless it clearly contains no PHI.

**Section 3.** Covered Entity shall ensure that it provides to Business Associate only that PHI which is minimally necessary to perform the services provided by the Business Associate.



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Kimberly S. Ulibarri, Chief People Officer  
**PRESENTER(S):** Kimberley S. Ulibarri, Chief People Officer

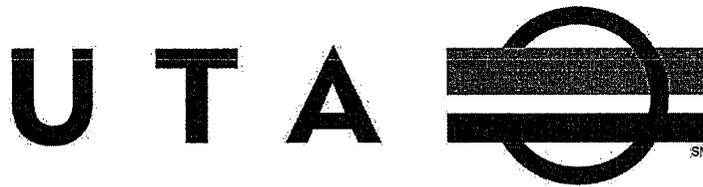
**BOARD MEETING DATE:** May 20, 2020

<b>SUBJECT:</b>	<b>Employee Assistance Program (Blomquist Hale)</b>	
<b>AGENDA ITEM TYPE:</b>	<b>Expense Contract Change Order</b>	
<b>RECOMMENDATION:</b>	Approve award and authorize the Executive Director to execute the contract amendment and associated disbursements to extend the services of Blomquist Hale for one year in the amount of \$100,000.	
<b>BACKGROUND:</b>	UTA provides an Employee Assistance Program for UTA employees. In 2017, through a competitive RFP process, Blomquist Hale was awarded a 3-year contract with two one-year options. The original contract was for \$300,000. The services provided are for both Bargaining and Administrative employees.	
<b>DISCUSSION:</b>	Blomquist Hale was originally awarded this contract in 2017 for 3 years. The provider has provided a large breadth of services to include Substance Abuse Rehabilitation, Financial Counseling, Grievance Counseling, and many others. Blomquist currently travels onsite during transit post-accidents to assist employees with counseling 24/7/365. Staff is requesting a one-year extension of this contract in the amount of \$100,000. The original contract included two one-year extensions at \$100,000 per year. This contract includes an auto-renewal clause. UTA has advised Blomquist Hale it will affirmatively exercise any future contract renewal options with Blomquist Hale rather than rely on the autorenewal clause.	
<b>CONTRACT SUMMARY:</b>	Contractor Name: Blomquist Hale	
	Contract Number: 16-2067TP-2	Existing Contract Value: \$300,000
	Base Contract Effective Dates: 05/01/2017 – 04/30/2020	Extended Contract Dates: 05/01/2020 – 04/20/2021
	Amendment Amount: \$100,000	New/Total Amount Contract Value: \$400,000
	Procurement Method: RFP	Funding Sources: Local

<b>ALTERNATIVES:</b>	In the instance the contract extension is denied, UTA would have to activate the competitive bidding process (RFP). This could cause a disruption in current service and would require employees to change service providers mid-year.
<b>FISCAL IMPACT:</b>	Administrative employee costs are budgeted in UTA's 2020 budget. Bargaining unit employee costs are paid from the Joint Insurance Trust. Account Code 1.20333.EAP (Employer Funded)
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"><li>• Blomquist Hale Contract (EAP)</li></ul>

**BLOMQUIST HALE**  
EMPLOYEE ASSISTANCE

Employee Assistance Program  
Service Agreement



Please sign and return agreement by email to [sean@blomquisthale.com](mailto:sean@blomquisthale.com)

Agreement for **Blomquist Hale Consulting** Group  
to Provide an Employee Assistance Program (EAP)  
For Utah transit authority

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**I. INTRODUCTION**

This agreement is for Blomquist Hale Consulting Group, a Utah Corporation, dba Blomquist Hale Employee Assistance, 4500 S. 860 E. Suite 202 Salt Lake City 84107 (herein after referred to as "BHEA") to provide an Employee Assistance Program to Utah Transit Authority (herein after referred to as "UTA") .

**II. CONSULTATION, WELLNESS & COUNSELING SERVICES FOR EMPLOYEES AND THEIR FAMILIES**

A. With the assistance of a licensed professional counselor, the employee and/or family member(s) determine the nature of a personal concern or problem and decide upon an effective course of action.

B. Responsibilities of BHEA:

1. Basic Commitment: The commitment of BHEA is to meet the needs of those requesting services to the extent necessary to gain positive appreciation by the employees of this service as a benefit and to facilitate a return to satisfactory job performance when performance has been affected by personal concerns.

When short-term individual, marital or family counseling is appropriate, that counseling will be provided as a part of this contract using a brief therapy model. In cases that require long-term care, assessment, referral and coordination of treatment services are provided through this contract.

A professional commitment and loyalty is extended by BHEA to all employees and family members. Employees and family members, rather than the employer as an organization, are considered the primary clients of this contract.

BHEA will do what is necessary in each situation to:

- a. *Work with the client(s) to develop an accurate and mutual perception of the problem.*
- b. *Work with the client(s) to enhance an accurate perception of their situation, and affirm positive actions to resolve the problem.*
- c. *When a client is referred BHEA will follow up to make sure that a satisfactory connection has been made and the client is receiving help.*

2. Timing of Appointments and Emergency Coverage:

An appointment within a reasonable time will be offered to all initial interview requests. More prompt action will be taken when the client's concerns are of a crisis nature.

BHEA will offer services to people in a crisis situation immediately. BHEA crisis service is available 24 hours-a-day, 7 days-a-week for emergencies.

3. Locations:

Clients will access BHEA by calling our local or toll free number. Assistance will be provided in a reasonable and convenient location for the client.

- a. *Salt Lake City/Murray, 860 East 4500 South, Suite 202, Murray, UT 84107*
- b. *Salt Lake City/Downtown, 525 East 100 South, Suite 1200, Salt Lake City, UT 84102*
- c. *Orem, 891 West Center Street, Orem, UT 84057*
- d. *Ogden, 917 East Country Hills Drive, Ogden, UT 84403*
- e. *Logan, 1300 North 200 East, Suite 114G, Logan, UT 84341*

Clients in locations that are distant from an EAP office will access the EAP by calling our 800 number. Assistance will be provided by our affiliate therapist in the client's community in the same manner as assistance is provided in our fulltime offices.

4. Staffing:

With the approval of UTA, BHEA will assign to this contract one specific staff person who will serve as the Business Consultant. Any changes in that assignment will be made with UTA approval.

# Agreement for **Blomquist Hale Consulting Group** to Provide an Employee Assistance Program (EAP) For Utah transit authority

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5. Benefits Cost Control:  
BHEA will be cost conscious in the use of any referred resources beyond the EAP.
6. Eligibility:  
Services provided by BHEA shall be provided to all UTA employees, their eligible dependents and anyone living within the household.
7. Voluntary and Confidential:  
Participation by UTA employees is voluntary. Those employees who are encouraged to seek BHEA assistance and refuse will not be penalized by UTA for their refusal. However, the employee, if applicable, is still subject to UTA standard performance and disciplinary procedures based on the employee's performance only. BHEA will not enforce or have recourse with such employees.
8. Quarterly Reporting  
Blomquist Hale will meet with UTA quarterly to offer organizational support and to share detailed reporting about the program. Reports are available to UTA at any time upon request.

### III. SERVICES TO THE EMPLOYER AND PROGRAM RESPONSIBILITIES

#### A. Promoting the Program and Orientation as to How to Use BHEA:

1. Orientation for Employees:  
Departmental meetings explaining the program allows the employee to hear about BHEA, ask questions, and feel more comfortable utilizing the service. Orientation sessions for employees promote more self-referrals which produces greater penetration and higher level of prevention. BHEA will provide wallet cards for the employee and family members. BHEA will schedule training to introduce the program and be available for answering questions. Every UTA employee should have orientation on an annual basis to remind them of when and how to utilize BHEA.
2. Posters and Written Announcement:  
Posters depicting the BHEA program help promote utilization. With approval, posters depicting the EAP program will be placed in strategic locations at UTA work sites. A written announcement to the home informs families of the BHEA program available to them; such letters, signed by the employer give credibility to the program.
3. Prevention Seminars:  
BHEA will conduct up to 12 hours of education annually, at your location(s) within the Wasatch Front area, on subjects of interest to UTA employees and supervisors. BHEA will provide copy materials and handouts. Room accommodations and promotion of the seminars will be the responsibility of UTA. Seminars for employees and families help promote problem prevention and are a promotional measure for gaining visibility of BHEA services. These may be done during or after work hours. Additional hours or seminars outside of the Wasatch Front may be requested for an additional fee.
4. Supervisor Training:  
BHEA will hold annual, onsite Supervisor Trainings. These trainings are designed to help the organization's leadership become more familiar with the EAP and how it can be a resource to help them improve their skills as leaders, recognize signs of and how to help a troubled employee, and overall assist the supervisors in carrying out their role as best as possible.
5. Supervisory Referrals  
For critical incident response and various job performance issues. Blomquist Hale will seek to get a release of information from the client and will then coordinate with UTA supervisors to get the struggling employee back on track. With a release of information in place, Blomquist Hale will provide feedback to the supervisor when there is a supervisory referral.

**Agreement for Blomquist Hale Consulting Group  
to Provide an Employee Assistance Program (EAP)  
For Utah transit authority**

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B. Consultation and Crisis Services:

The organization and its managers may contact BHEA to confer regarding any issue they are dealing with. BHEA will be available to assist in any organizational crisis. BHEA will consult to make sure the best treatment and resources are available that BHEA can provide.

C. Program Administration:

1. Program Coordinator:

A coordinator will be appointed by UTA to act as a liaison with BHEA.

2. UTA will provide BHEA the following:

- a. *An initial number reflecting eligible employees for services at time of program implementation.*
- b. *A monthly number reflecting the employees eligible for services.*

**IV. TERM, CANCELLATION, INDEMNITY**

A. Term of this Agreement:

The initial term of this agreement shall be for 36 months commencing on May 1, 2017 and concluding on April 30, 2020. It shall be automatically renewed at the end of each twelve (12) month period thereafter unless either party gives a thirty (30) day written notice of its intention to terminate this agreement. This agreement may be canceled at any-time during its original 36-month term or any twelve (12) month renewal period thereafter by either party giving the other party ninety (90) days written notice of such cancellation.

B. Indemnity:

BHEA agrees that it will hold UTA and its officers and employees harmless from any claims, suits or damages resulting from or caused by any act or omission of BHEA, its staff, agents, contractors, or employees in the performance of the services provided by this contract.

**V. PAYMENT**

Payment for each service month will be made in advance and will be due monthly no later than seven (7) working days following receipt of the bill for that service month. Each payment for BHEA services will be \$3.20 per employee (full or part time) based on the employee monthly roles of that service month. A service charge of 1.75% will be added to all statements not paid in full by the last business day of the current month, service charges are to be paid with the next remittance.

A. Items Excluded:

1. Referred to Resources

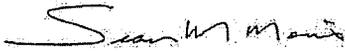
Services provided by resources to which employees and family members are referred through this contract are not paid for by BHEA.

Agreement for **Blomquist Hale Consulting** Group  
to Provide an Employee Assistance Program (EAP)  
For Utah transit authority

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**BLOMQUIST HALE CONSULTING GROUP**

Signature: 

Date: May 5, 2017

Printed Name: Sean Morris

Title: CEO

**UTAH TRANSIT AUTHORITY**

Signature: 

Date: 5-12-17

Printed Name: Kim Ulibarri

Title: Chief People Officer

Signature: 

Date: 5-12-17

Printed Name: Jerry R. Benson

Title: PRESIDENT / CEO

Signature: NA

Date: NA

Printed Name: NA

Title: NA

*\*This contract replaces any previously binding agreements or expectations that may have existed between UTA and BHEA.*

**Approved As To Form**  
  
**UTA Legal Counsel**



## MEMORANDUM TO THE BOARD

**TO:** Utah Transit Authority Board of Trustees  
**THROUGH:** Carolyn Gonot, Executive Director  
**FROM:** Kim Ulibarri, Chief People Officer  
**PRESENTER(S):** Kim Ulibarri, Chief People Officer and  
Alisha Garrett, Director of Culture & Talent

**BOARD MEETING DATE:** May 20, 2020

<b>SUBJECT:</b>	<b>Organizational Development Consultant – Contract Extension (Nesso Strategies)</b>
<b>AGENDA ITEM TYPE:</b>	<b>Expense Contract Change Order</b>
<b>RECOMMENDATION:</b>	Approve award and authorize the Executive Director to execute the one-year option and associated disbursements with Nesso Strategies. The amount for this one-year option is based on estimated service needs of not-to-exceed \$80,000.
<b>BACKGROUND:</b>	UTA contracted with Nesso in 2016, to provide services in staff leadership development, strategic thinking and planning, management/supervision, people skills, developing/maintaining culture, and preparing a succession planning pathway. The contract provided for three years with two one-year options. Pricing was provided for the first three years of the contract while the two option years were not priced. The pricing has been negotiated and is within reasonable annual increase amounts. UTA intends to exercise the second one-year option to extend the contract into 2021. Nesso has been doing internal work with the following UTA Teams: UTA Executive Team, Finance Leadership Team, Chief People Office Leadership, Procurement & Supply Chain, Culture & Talent Development and other small groups as determined by the Director of Culture & Talent Development.
<b>DISCUSSION:</b>	Amendment No. 2 is to exercise the final one-year option referenced in the contract under Article 3.0 to extend the contract from May 27, 2020 thru May 27, 2021, and increase the total number of employees eligible for one-on-one development work from 40 to 100. The total contract value including this option is \$520,255.00. The work currently being done with the vendor aligns and supports the agency objectives related to employee development, leadership development, and succession planning. The successfulness of the NESSO strategies platform has been seen and felt across the agency. As UTA hired and promoted multiple new leaders without existing leadership programs we found it helpful to utilize NESSO resources to help develop these leaders and their teams. UTA has expanded the number of leaders able to benefit from development through this contract. UTA is incorporating tools and concepts gained from NESSO into our Leadership Pathways programs.

<b>CONTRACT SUMMARY:</b>	<b>Contractor Name:</b> Nesso Strategies	
	<b>Contract Number:</b> 16-1595JH	<b>Existing Contract:</b> Spend over the life of the contract is <b>\$172,703</b> even though the contract is valued at \$514,200
	<b>Base Contract Effective Dates:</b> 2016-2020 with 2 year extension options	<b>Extended Contract Dates:</b> 2020-2021
	<b>Amendment Amount:</b> \$80,000 Max Spend	<b>New/Total Amount Contract Value:</b> Anticipated actual spend on the contract will be \$252,703. The overall updated value of the contract will be \$520,255.00.
	<b>Procurement Method:</b> RFP for original Procurement	<b>Funding Sources:</b> Local
<b>ALTERNATIVES:</b>	<p>Seek a new vendor - There would be significant duplication costs and inefficiencies as the vendor established new relationships gained an understanding of UTA's culture, environment, current circumstances, and long-term objectives.</p> <p>Develop internal resources – UTA's current staffing model would need to be adjusted to provide the type of work being performed by Nesso. There would be an interruption in services while ramping up this new function.</p>	
<b>FISCAL IMPACT:</b>	<p>The budget is included in the 2020 budget, including \$30,000 which is centralized in People Office. The remainder of the services provided by Nesso are charged out of a localized professional and technical services line item. The maximum budget spend to the agency is \$80,000 through May of 2021.</p>	
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• Draft Contract Amendment #2</li> <li>• 16-1595JH signed contract between UTA &amp; Nesso</li> <li>• Contract Amendment #1</li> </ul>	



April 8, 2020

Nesso Strategies  
Judy Hissong  
3435 Camino Del Rio South, Suite 314  
San Diego, CA 92108

RE: Contract #16-1595JH Organizational Development Consultant

**CONTRACT AMMENDMENT NO. 2**

Dear Ms. Hissong:

The purpose of this letter is to amend the current Agreement between Nesso Strategies and Utah Transit Authority (UTA) dated May 23, 2016, Contract Number 16-1595JH. This letter (Amendment No.2) shall exercise the one year option referenced in the contract under Article 3.0 to extend the contract from May 27, 2020 thru May 27, 2021, and increase the total number of Employees from 40 to 100. Exhibit B "Work Scope Budget is attached hereto (*all hours and services listed on Exhibit B are not guaranteed, UTA may choose some or all services as requested and does not represent the approved Budget*). All terms and condition of the contract remain the same, including Contract Amendment No. 2.

If you are in agreement with the above referenced amendment, please sign on the line indicated below.

UTAH TRANSIT AUTHORITY

NESSO STRATEGIES

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Carolyn M. Gonot  
Executive Director

By: Judy A. Hissong Date: 4/8/20  
Judy A. Hissong  
President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kim Ulibarri  
Chief People Officer

Approved as to Form and Content

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



Exhibit B

Work Scope Budget for Year 5 (all hours and services listed below are not guaranteed, UTA may choose some or all services as requested and does not represent the approved Budget)

Detailed Statement of Work

<u>Stage</u>	<u>Element</u>	<u>Rate</u>	<u>Hours</u>	<u>Sum</u>	<u>Total</u>
Training (per session)	Prep	\$140.00	6	\$840.00	
	Admin	\$140.00	3	\$420.00	
	Facilitation	\$410.00	7	<u>\$2,870.00</u>	
				<u>\$4,130.00</u>	
12 sessions (year)					<u>\$49,560.00</u>
EE Coach	Prep	\$140.00	2	\$280.00	
	Coach	\$335.00	8	<u>\$2,680.00</u>	
				<u>\$2,960.00</u>	
5 sessions (year)					<u>\$14,800.00</u>
Leader Coach	Prep	\$140.00	2	\$280.00	
	Coach	\$335.00	8	<u>\$2,680.00</u>	
				<u>\$2,960.00</u>	
24 sessions (year)					<u>\$71,040.00</u>
Retreat	Prep	\$140.00	6	\$840.00	
	Facilitation	\$410.00	14	<u>\$5,740.00</u>	
				<u>\$6,580.00</u>	
2 per year					<u>\$13,160.00</u>
360 Reviews (if added)	TILT365	\$210.00	23	\$4,830.00	
	Admin	\$85.00	4	\$340.00	
	Coach	\$335.00	92	<u>\$30,820.00</u>	
					<u>\$35,990.00</u>
Additional considerations	Tilt Orientation	\$49.00	Per new person		
		\$335.00	Per new person		
	Travel	\$2,300.00		<u>\$2,300.00</u>	
8 sessions (year)					<u>\$18,400.00</u>
<b>TOTAL</b>					<u><b>\$202,950.00</b></u>

**CONTRACT Number 16 -1595JH**

**For**

**ORGANIZATIONAL DEVELOPMENT CONSULTANT  
PROFESSIONAL SERVICES**

This Professional Services Contract ("Contract") is dated May 23, 2016 and is between the **UTAH TRANSIT AUTHORITY**, a public transit district organized under the laws of the State of Utah, ("UTA"), and **NESSO STRATEGIES**, a California Corporation ("Consultant.")

**RECITALS**

A. UTA desires to hire professional services for an Organizational Development Consultant to assist the Finance Department to develop staff in leadership, strategic thinking and planning, management/supervision, people skills, developing/maintaining culture, and prepare a succession planning pathway.

B. On January 11, 2016, UTA issued Request For Proposal Package Number 16-1595JH ("RFP") encouraging interested parties to submit proposals to perform the services described in the RFP.

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

D. Consultant is qualified and willing to perform the Work set forth in the Scope of Services attached as Exhibit A (the "Work").

**AGREEMENT**

Accordingly, the parties agree as follows:

**ARTICLE 1.0  
Definitions**

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

- 1.1 The Term "UTA's Project Manager" shall mean Robert K. Biles, or his/her successor as appointed or designated in writing by UTA.
- 1.2 The term "Change Order" shall mean written modification to the Contract, the form of which shall be prescribed by UTA, by which the parties shall mutually agree and execute any addition, deletion, or variation in the Work covered by the Contract as described in the Scope of Services, including, but not limited to, any increase or decrease in the

monies to be paid under this Contract, any change in the deliverables, any material change in the method, manner or scope of the work.

- 1.3 The term "Scope of Services" shall mean the services described in Exhibit "A" attached hereto and incorporated herein.
- 1.4 The term "Work" shall mean the undertaking and completion of the services described in the Scope of Services, or as may be amended in writing by the parties hereto.
- 1.5 The term "Consultant's Principal-In-Charge" shall mean Judy Hissong, or her successor as appointed or designated in writing by the Consultant.
- 1.6 The term "Consultant's Project Manager" means Judy Hissong, or her successor as appointed or designated in writing by the Consultant.
- 1.7 The term "Work Scope Budget" means the budget for the Work, a copy of which is attached as Exhibit "B" and incorporated herein.

## **ARTICLE 2.0**

### **Description of Services**

- 2.1 Consultant shall provide all the necessary labor, material, and incidentals to perform the Work as described in the Scope of Services.
- 2.2 Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- 2.3 Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work for UTA.
- 2.4 UTA's Project Manager shall be responsible for the Work and give overall direction and maintain control over the Work to be performed by Consultant hereunder until the completion or termination of this Contract.
- 2.5 Consultant's Project Manager will also be the day-to-day contact person for Consultant, working under the supervision of the UTA's Project Manager, and will be responsible for coordination of the Work.
- 2.6 UTA's Project Manager will represent UTA and be responsible to see that the Work is completed on time, and shall act as the liaison between UTA and the Consultant.
- 2.7 No activity that materially changes this Contract, including but not limited to the Scope of Services, any schedule of performance, any deliverables, and/or any other attachments/exhibits, shall be implemented without a written "Change Order" issued by UTA. Any costs incurred by Consultant without proper contractual authorization through a written "Change Order" shall be considered non-reimbursable costs.

through a written "Change Order" shall be considered non-reimbursable costs.

- 2.8 At the sole discretion of UTA, and subject to the written approval of the Consultant, UTA may amend the Scope of Services to provide that Consultant perform certain professional services for the Project which are not currently defined in the Scope of Services.

### **ARTICLE 3.0**

#### **Period of Service**

- 3.1 The effective date of this Contract is the date on which it becomes fully executed. This contract is a three year contract with an option for two one year extensions. The contract may be extended if the Consultant and Authority mutually agree to an extension through all or a portion of that period and provide a written change order to the contract. The rights and obligations of the Authority and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

### **ARTICLE 4.0**

#### **Consideration**

- 4.1 For the performance of the Work, UTA shall pay the Consultant the price specified on Exhibit B. UTA's obligation is subject to budgetary funding. Any work performed beyond 2016 is subject to budgetary funding and UTA may not proceed with some or all of the additional work described in Exhibit B.
- 4.2 Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the estimated cost of this Contract, as set forth on Exhibit B (the "Not to Exceed Amount"), nor shall UTA be obligated to reimburse Consultant for costs or make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the total compensation has been increased and further specifies in such notice a revised total compensation amount against which the obligation of the parties hereto shall be payable in accordance with this Article.

### **ARTICLE 5.0**

#### **Reporting Requirements**

- 5.1 It is agreed that the Consultant shall deliver progress reports and other deliverables as specified in Exhibit "B".

### **ARTICLE 6.0**

#### **Contract Changes**

- 6.1 UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, make changes in the Work within the general scope of the contract, including but not necessarily limited to, changes:
- A. In the Scope of Services identified in Exhibit A,
  - B. In the method or manner of performance of the Work; or
  - C. In directing acceleration or deceleration in the performance of the Work.
- 6.2 Any other written or oral order from UTA's Project Manager, or designee, that causes a material and substantial change in the Work shall be treated as a Change Order under this article only if the Consultant gives UTA's Project Manager or designee written notice stating (1) the date, circumstances, and source of the change in Work and (2) that the Consultant regards the change in Work as a Change Order. The Consultant must assert its right to an adjustment under this article within thirty (30) days after receipt of an order materially and substantially changing the Work.
- 6.3 If any Change Order under this article causes an increase or decrease in the Consultant's cost of, or the time required for, the performance of any part of the Work under this contract, UTA's Project Manager or designee shall make an equitable adjustment to compensate the Consultant for the additional costs or time, and modify the Contract in writing.

## **ARTICLE 7.0**

### **Invoicing Procedures and Records**

- 7.1 At the end of each month the Consultant shall submit invoices to UTA's Project Manager for processing and payment in the form specified by UTA. The amount invoiced shall be in accordance with the Work Scope Budget set forth in Exhibit B. Supporting documentation for all Work covered by the invoice will be submitted with each invoice. UTA shall have the right to disapprove specific elements of each invoice. UTA shall provide, in writing, such disapproval to the Consultant within ten (10) working days of invoice submittal. Approval by UTA shall not be unreasonably withheld. Payment for all invoice amounts not specifically disapproved in writing within ten (10) working days after receipt shall be provided to Consultant within thirty (30) calendar days of invoice submittal.
- 7.2 Consultant shall maintain and furnish with each invoice, supporting materials reasonably documenting any changes invoiced on a cost or unit basis.

## **ARTICLE 8.0**

### **Ownership of Materials**

- 8.1 All data, including but not limited to, maps, drawings, sketches, renderings,

software, hardware, and specifications, including the original thereof, developed by the Consultant as a part of its Work under this Contract, hereinafter referred to as data and materials, (with the exception of any intellectual property contained therein that is owned or created by Consultant prior to the effective date of this Contract) are the property of UTA and upon completion of this Contract, or upon the termination or cancellation of this Contract, shall be delivered to UTA prior to final payment. All other materials provided to Consultant by UTA to perform this Contract shall be retained by UTA at completion, termination, or cancellation. UTA may reuse or alter any of Consultant's Work, data and materials. In the event UTA chooses to reuse or alter any of the Consultant's work, UTA will hold the Consultant harmless from any liability or damages resulting from UTA's alteration of Consultant Work.

### **ARTICLE 9.0 Subcontracts**

- 9.1 The Consultant shall give advance written notification to UTA of any proposed consulting agreement or subcontract negotiated in participation of this Contract. UTA shall have the right to approve all subcontract agreements and consulting agreements, including any change or amendments to any subcontract or consulting agreement.
- 9.2 No change, removal or substitution shall be made in any of the contracted subconsultants without the prior written approval of UTA.
- 9.3 UTA shall have no liability to any subcontractor for payment for services under this Contract or other Work performed for Consultant by any subcontractor. For any subcontract entered into by Consultant under this Contract, Consultant shall be solely responsible for making payments to the subcontractor, and such payment to said subcontractor(s) shall be made to said subcontractors within thirty (30) days after Consultant has received payment from UTA for the applicable Work performed.
- 9.4 The Consultant shall be responsible for and direct all Work performed by subcontractors as set forth in the Scope of Services. UTA shall not be responsible for or direct any subcontractor to perform services, which have not been previously authorized in that subcontractor's subcontract. Neither Consultant nor UTA shall have any liability to subcontractors for Work performed by subcontractors which has not been previously authorized by Consultant.
- 9.5 The Consultant agrees that no subcontract Work performed under this Contract shall provide for payment on a cost-plus-percentage-of-cost basis. The Consultant further agrees that all subcontract agreements shall comply with all applicable laws.
- 9.6 No subcontract shall provide for further subcontracting of the Work to a lower tier unless the written approval of UTA is first obtained in writing. Any such additional subcontractors shall meet all of the requirements set forth in this Contract for subcontracts and, in addition, shall include such other provisions as UTA, at its discretion, shall deem appropriate.

**ARTICLE 10.0**  
**Key Personnel**

- 10.1 Consultant shall provide the personnel as indicated in Consultants Proposal, and shall not change any of said personnel without the express written consent of UTA.
- 10.2 Consultant shall assign such further professional and technical personnel as required to perform the Work.

**ARTICLE 11.0**  
**Suspension of Work**

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

**ARTICLE 12.0**  
**Termination**

- 12.1 UTA shall have the right to terminate this contract at any time by giving at least thirty (30) day's advance written notice to Consultant. If the Contract is terminated for any reason other than a default by Consultant, UTA shall pay to Consultant in accordance with the final terms and conditions of the Contract all sums actually due and owing from UTA for all services performed and expenses incurred up to the day written notice of termination is given, plus costs reasonably and necessarily incurred by Consultant to effect such suspension or termination.
- 12.2 If Consultant materially fails to perform any of its obligations under this Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within ten (10) business days after receipt of written notice from UTA identifying the breach and requesting a cure, in that event, UTA may terminate this Contract for default.

- 12.3 If the Contract is terminated for default, UTA shall remit final payment to Consultant in an amount to cover all services performed and expenses incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination, less the costs incurred by UTA as a result of the default.
- 12.4 If UTA terminates this Contract, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Work completed by Consultant prior to termination. Consultant services required after termination shall be billed to UTA at the rate and in the manner specified prior to termination. This Article 12 survives the termination of this Contract.

### **ARTICLE 13.0** **Information, Records, and Reports**

- 13.1 To the extent applicable, Consultant shall provide all information and reports required by Federal regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by UTA or FTA.
- 13.2 Consultant shall maintain invoicing and cost information for the duration specified in Article 7.
- 13.3 Consultant shall store all work products, data, and materials for a period not less than three (3) years following the completion of the Project.

### **ARTICLE 14.0** **Findings Confidential**

- 14.1 Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors under this Contract are considered confidential, and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.
- 14.2 It is hereby agreed that the following information is not considered to be confidential under this Contract:
- a) Information already in the public domain;
  - b) Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
  - c) Information developed by or in the custody of Consultant before entering into this Contract;
  - d) Information developed by Consultant through its work with other clients; and

- e) Information required to be disclosed by law or regulation, including, but not limited to, subpoena, court order or administrative order.

## ARTICLE 15.0

### Indemnification and Insurance

- 15.1 The Consultant shall protect, release, defend, indemnify, and hold harmless UTA from and against any and all claims, liability, demands, costs and expenses, and liens of subconsultants, arising from or related to this Contract or the Work performed hereunder, except to the extent caused by the negligent acts or omissions of UTA.
- 15.2 Nothing in this Agreement shall be construed or interpreted as requiring Consultant to assume the status of, and UTA acknowledges that Consultant does not act in the capacity nor assume the status of, a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act ("RCRA"), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), or any other similar federal, state, or local law, regulation, or ordinance. UTA acknowledges further that Consultant has played no part in and assumes no responsibility for generation or creation of hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may already exist at any site that may be the subject matter of any Work performed hereunder.
- 15.3 For the duration of this Contract, Consultant shall maintain at its own expense, and provide proof of said insurance to UTA, the following types of insurance:
- 15.3.1 Occurrence type Commercial General Liability Insurance ISO CG001, with an edition date of 11-88 or later, covering the indemnity and other liability provisions of this Agreement, with no exclusions of explosion, collapse, underground hazards. The limits shall be \$1,000,000 per occurrence with an annual aggregate of \$2,000,000. This coverage shall be endorsed to provide the "Amendment of Aggregate Limits of Insurance (Per Project)" ISO form CG 25 03 11, and shall also be amended to show Utah Transit Authority as an Additional Insured by the use of ISO form CG 2010 with an edition date of 11-85.
- 15.1.2 Professional Liability insurance with the following limits and coverages:
- Minimum Limits:
- \$1,000,000 each claim
  - \$2,000,000 annual aggregate
- Coverages:
1. Insured's interest in joint ventures

2. Punitive damages coverage (where not prohibited by law)
3. Limited contractual liability
4. Retroactive date prior to date
5. Extended reporting period of 36 months
6. Coverage which meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until 3 years past completion of the Scope of Services unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case the Consultant will notify UTA. If UTA agrees that such coverage is not commercially reasonably available, the Consultant may elect not to provide such coverage.

15.1.3 Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage.

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

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

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

#### **ARTICLE 16.0 Independent Contractor**

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

#### **ARTICLE 17.0 Prohibited Interest**

17.1 No member, officer, agent, or employee of UTA during his or her tenure or for one year

thereafter shall have any interest, direct or indirect, including prospective employment by Consultant in this Contract or the proceeds thereof without specific written authorization by UTA.

## **ARTICLE 18.0**

**Not used**

## **ARTICLE 19.0 Successors and Assignees**

- 19.1 Consultant shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA.
- 19.2 This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assignees, but shall not inure to the benefit of any third party or other person.

## **ARTICLE 20.0 Nonwaiver**

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

## **ARTICLE 21.0 Notices or Demands**

- 21.1 Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

If to UTA:  
Utah Transit Authority  
ATTN:  
669 West 200 South

with a required copy to:  
Utah Transit Authority  
ATTN: General Counsel  
669 West 200 South

If to NESSO Strategies  
ATTN: Judy Hissong  
3435 Camino Del Rio South, Suite 314  
San Diego, CA 92108

with a required copy to:

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

**ARTICLE 22.0**

**Contract Administrator**

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

**ARTICLE 23.0**

**General Provisions**

- 23.1 The Work performed by Consultant under this Contract shall conform to generally acceptable professional standards.
- 23.2 No drawings and specifications, as instruments of service developed by Consultant as part of its Work under this Contract, shall be the subject of an application for copyright or trademark by or on behalf of Consultant.
- 23.3 No assignment of any claim or proceeds under this Contract shall be binding upon UTA, unless UTA shall be notified thereof in writing and consents to the same.
- 23.4 The laws of the State of Utah and applicable Federal, state and local laws, regulations and guidelines shall govern hereunder.
- 23.5 The headings of the articles, clauses, and Sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 23.6 Nothing contained herein shall be deemed to create any contractual relationships between UTA and any of the other contractors, subcontractors or material suppliers on

the Work, nor shall anything contained herein be deemed to give any third party any claim or right of action against UTA or Consultant which does not otherwise exist without regard to this Contract.

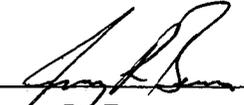
- 23.8 If UTA becomes aware of any fault or defect in the Work or non-conformance with the Contract documents, it shall give prompt written notice thereof to the Consultant.

#### **ARTICLE 24.0** **Incorporated Documents**

- 24.1 UTA's RFP 16-1595JH including all attachments, and Consultant's Proposal submitted pursuant to that RFP, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A and B.

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

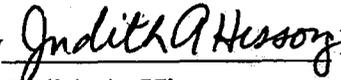
**UTAH TRANSIT AUTHORITY:**

By  Date 5-27-16  
Jerry R. Benson  
Interim President/CEO

By  Date 5/24/16  
Robert K. Biles  
VP of Finance

By \_\_\_\_\_

**NESSO STRATEGIES**

By  Date 5/23/16  
Judith A. Hissong  
President

By \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Fed ID# 27-323-3913

Approved as to Form

  
UTA Legal Counsel

## Exhibit A

### Scope of Services – Organizational Development

UTA is seeking an Organizational Development Consultant to assist the Finance Department better develop staff in key areas (below) as well as prepare a succession planning pathway. To meet these goals, the proposed scope of work includes the following:

- Develop a thorough three-year organizational development program which will meet the organizational development needs of UTA's Finance Department in the areas below.
- Facilitate at least bi-monthly on-site training (at least 2 but no more than 4 hours) in the following areas for employee groups of 5 to 20.
  - Leadership
  - Strategic thinking and planning
  - Management/supervision
  - People skills
  - Developing/maintaining culture
- Provide at least bi-monthly one-on-one consulting sessions (30 to 60 minutes) for up to 20 employees. Consulting sessions will ensure understanding and application of on-site training and further the employee's professional development.
- Provide bi-monthly one-on-one consulting sessions with Finance Department senior managers regarding professional development of their employees.

The consultant will align the three-year program with precepts found in "the UTA Way" and the Finance Department's "Finance Fundamentals".

- Facilitate 360 degree reviews for up to 20 employees, consult with individual employees on their results, and development an employee action plans.
- Facilitate a one-day retreat each year for up to 20 employees

## Exhibit B

### Work Scope Budget

#### Detailed Statement of Work

<u>Stage</u>	<u>Element</u>	<u>Rate</u>	<u>Hours</u>	<u>Sum</u>	<u>Total</u>
Initial	Planning			\$2,450.00	
	Calls			<u>\$2,450.00</u>	
					<u>\$4,900.00</u>
Training	SDI			\$2,400.00	
	Travel	\$750.00	12	\$9,000.00	
	Prep	\$120.00	14	\$1,680.00	
	Admin	\$120.00	40	\$4,800.00	
	Facilitation	<del>\$350.00</del>	16	<u>\$5,600.00</u>	
					<u>\$23,480.00</u>
EE Coach	Prep	<del>\$100.00</del>	30	\$3,000.00	
	Coach	\$285.00	80	<u>\$22,800.00</u>	
					<u>\$25,800.00</u>
MGR Coach	Prep	\$100.00	10	\$1,000.00	
	Coach	\$285.00	36	<u>\$10,260.00</u>	
					<u>\$11,260.00</u>
Retreat	Prep	\$150.00	5	\$750.00	
	Facilitation	\$350.00	14	\$4,900.00	
	Travel			\$1,500.00	
	TILT			<u>\$850.00</u>	
					<u>\$8,000.00</u>
360 Reviews	TILT365			\$4,000.00	
	Admin	\$65.00	40	\$2,600.00	
	Coach	\$285.00	80	<u>\$22,800.00</u>	
					<u>\$29,400.00</u>
					<u>\$102,840.00</u>

#### **Detailed Statement of Work - by Category**

##### 1. Initial Development

**a. Detailed Description:** The development phase is crucial in designing a targeted strategy that addresses UTA's unique needs. We use our experience as certified coaches to develop rapport and surface issues that then become your learning objectives. We create a partnership with Department leadership, working with you to help you develop and accomplish your goals. We develop strong foundational relationships that we believe contribute to the 92% rate of return of our clients. We set our foundation with:

- 1) Initial one-on-one and conference calls with leaders and identified cross-section of UTA Finance employees.
- 2) We follow a semi-structured interview format to understand challenges, needs, previous approaches, including successes, and a definition of success for this program.
- 3) A follow up conference call with your leadership team to debrief findings and determine learning objectives, development foals, and benchmarks.

**b. Cost Summary:**

Total Hours	Hourly Rate	Total Cost	OR	Lump Sum
				\$4,900.00

**c. Make Up of Proposed Costs:** We anticipate this aspect of preparation to require 20 hours of time, including 8 individual calls lasting up 30 minutes each, another 6 leadership team calls lasting an hour each, and 10 hours of data collating and strategizing training approaches and content. Our hourly rate for this aspect is \$245.00.

**2. Bi-Monthly Training**

**a. Detailed Description:** Group training sessions are engaging and experiential, capturing the attention of adult learners for improved skill development and retention. Training builds a succession planning pathway by challenging participants to grow – highlighting high-potential talent and distinguishing leadership potential.

Training content focuses on UTA's desired culture, improving employee skills to make that goal a reality. We emphasize communication and conflict management for improved collaboration in teams and feedback across reporting lines. UTA's cultural transformation also engages learning on values, accountability, conscious behavioral choices, and strategic growth. Throughout this process, our team integrates stress and change management techniques to keep participants engaged in the development process.

**b. Cost Summary:**

Total Hours	Hourly Rate	Total Cost	OR	Lump Sum
				\$23,480.00

**c. Make Up of Proposed Costs:** Our first course includes a product cost of \$120.00 per person for 20 participants (\$2,400.00). We included travel expenses expected at \$1,500.00 per trip, with 6 trips expected (\$9,000.00). Two courses are 4 hours long, and

include facilitation (4 hours) plus preparation (3 hours) and administration (8 hours). Administration includes recordkeeping, regular check in calls with pre-determined leaders, and quarterly progress reports, and is planned at \$120.00 per hour (\$960.00). Facilitation is planned at \$350.00 per hour (\$2,800.00) and preparation is planned at \$120.00 per hour (\$720.00).

Two-hour courses include facilitation (2 hours, 4 courses, \$350/hour, \$2,800.00) plus preparation (2 hours, 4 courses, \$120/hour, \$960.00) and administration (8 hours, 4 courses, \$120/hour, \$3840.00).

### 3. Bi-Monthly One-on-One Consulting (Employees)

**a. Detailed Description:** One-on-one development provides an opportunity for employees to continue learning in a confidential setting. Our consultants are accredited coaches who have deep experience in communication and conflict management, leadership development, and transforming acceptable performance into top-notch success. Participants partner with our consultants to develop goals. The consulting relationship builds accountability with "homework" between sessions.

Employee sessions are thirty minutes in length after an initial session lasting one hour. These are held either on site or over the phone. On site sessions for employees are scheduled on a rotating basis, so all employees experience in person sessions and phone sessions.

**b. Cost Summary:**

Total Hours	Hourly Rate	Total Cost	OR	Lump Sum
80	\$285.00	\$22,800.00		
30	\$100.00	\$3,000.00		

**c. Make Up of Proposed Costs:** Initial sessions are one hour in length, for 20 employees, and successive sessions are 30 minutes each, held bi-monthly. Total individual sessions are expected to be 80 hours at \$285.00/hour (\$22,800). Preparation for each session is expected to total 30 hours (roughly 15 minutes per session), and is planned at \$100/hour (\$3000.00).

#### 4. Bi-Monthly One-on-One Consulting (Managers)

**a. Detailed Description:** One-on-one development sessions for current Department leaders are sixty minutes in length and scheduled in tandem with onsite group training. These sessions focus on leadership competencies, developing coaching skills, and developing strategic thinking.

**b. Cost Summary:**

Total Hours	Hourly Rate	Total Cost	OR	Lump Sum
36	\$285.00	\$10,260.00		
10	\$100.00	\$1,000.00		

**c. Make Up of Proposed Costs:** All sessions are one hour in length, for 6 managers, and held bi-monthly. Total individual session hours are expected to be 36 hours at \$285.00/hour (\$10,260.00). Preparation for each session is expected at 15 minutes (10 hours) at \$100/hour.

#### 5. 360 Degree Reviews

**a. Detailed Description:** A 360 review is an opportunity to raise awareness of Department expectations for a specific role and/or growth trajectory. A results debrief allows employees to better understand their interactions with others and how others perceive them. This understanding creates better alignment between communication, behavior, and Departmental goals.

During the 360 process, the participant identifies feedback providers from pre-determined reporting relationships (peers, direct reports, and supervisors). These providers are invited to complete an online inventory that asks a series of questions about the participant, inviting feedback on the participant's performance. Facilitation of results combines feedback to give the participant a deeper perspective on their capabilities.

**b. Cost Summary:**

Per Employee Cost	Number of Employees	Total Cost	OR	Lump Sum
\$1,470.00	20			\$29,400.00

**c. Make Up of Proposed Costs:**

Our cost proposal includes \$200 per participant for the tool which will be provided to the feedback participants, and will be a subscription available for one year from sign up. Assuming there is a kickoff retreat, we have removed one hour of coaching and 3 hours of administration because a version of the tool will be introduced in the initial retreat, reducing the needed time in this phase. Each employee receives a one-hour individual session to debrief the results of their feedback providers, and three additional individual

one-hour sessions to explore deeper development of areas revealed in the results. All sessions are proposed at \$285.00 per hour (\$1,140.00). Administration and preparation for this process is expected at 2 hours, and proposed at \$65.00 per hour (\$130.00).

**6. Annual One-Day Retreat**

*a. Detailed Description:* An annual kick-off retreat is an excellent way to initiate the development plan for the year. Department leaders and employees come together to co-create Finance Fundamentals that will be emphasized in training and the daily work in the UTA Finance Department. Question and answer sessions allow employees to engage in the process, improving buy-in to the UTA Way. The retreat engages participants with a “warm up” experiential team exercise. This introduces the Department to our development approach and builds excitement for later learning and development.

A debrief following the retreat may lead to modifications in the instructional design, improving our ability to fit the needs of leadership and employees.

*b. Cost Summary:*

Per Employee Cost	Number of Employees	Total Cost	O R	Lump Sum
				\$8,000.00

*c. Make Up of Proposed Costs:*

Facilitation of one-day retreat for two facilitators is proposed at 7 hours (14 hours total, \$350/hour, \$4,900.00). Preparation is expected at 5 hours (\$150.00/hour, \$750.00). Travel is expected at \$1,500.00 (2 facilitators, \$750 per person). Experiential activity is a product cost of \$42.50 for each of 20 attendees (\$850.00).



**UTA**  
669 West 200 South  
Salt Lake City, UT 84101

April 4, 2019

Nesso Strategies  
Judy Hissong  
3435 Camino Del Rio South, Suite 314  
San Diego, CA 92108

RE: Contract #16-1595JH Organizational Development Consultant

**CONTACT AMMENDMENT NO. 1**

Dear Ms. Hissong:

The purpose of this letter is to amend the current Agreement between Nesso Strategies and Utah Transit Authority (UTA) dated May 23, 2016, Contract Number 16-1595JH. This letter (Amendment No.1) shall exercise the one year option referenced in the contract under Article 3.0 to extend the contract from May 28, 2019 thru May 27, 2020, and increase the total number of Employees from 20 to 40. Exhibit B "Work Scope Budget is attached hereto, if you are in agreement with the above referenced amendment, please sign on the line indicated below.

UTAH TRANSIT AUTHORITY

NESSO STRATEGIES

By: [Signature] Date: 4/8/19  
W. Steve Meyer  
Interim Executive Director

By: [Signature] Date: 4/4/19  
Judy A. Hissong  
President

By: [Signature] Date: 4-8-19  
Kim Ulibarri  
Chief People Officer

Approved as to Form

[Signature]  
UTA Legal Counsel

Exhibit B



**Work Scope Budget – Finance Department**

<u>Stage</u>	<u>Element</u>	<u>Rate</u>	<u>Hours</u>	<u>Sum</u>	<u>Total</u>
Training (per session)	Prep	\$135.00	6	\$810.00	
	Admin	\$135.00	2	\$270.00	
	Facilitation	\$390.00	7	<u>\$2,730.00</u>	
5 sessions (year)				<u>\$3,810.00</u>	
					<u>\$19,050.00</u>
EE Coach	Prep	\$135.00	2	\$270.00	
	Coach	\$320.00	8	<u>\$2,560.00</u>	
				<u>\$2,830.00</u>	
5 sessions (year)					<u>\$14,150.00</u>
MGR Coach	Prep	\$135.00	2	\$270.00	
	Coach	\$320.00	8	<u>\$2,560.00</u>	
				<u>\$2,830.00</u>	
5 sessions (year)					<u>\$14,150.00</u>
Retreat	Prep	\$135.00	5	\$675.00	
	Facilitation	\$390.00	7	<u>\$2,730.00</u>	
				<u>\$3,405.00</u>	
One per year					<u>\$3,405.00</u>
360 Reviews (if added)	TILT365	\$200.00	23	\$4,600.00	
	Admin	\$80.00	4	\$320.00	
	Coach	\$320.00	92	<u>\$29,440.00</u>	
					<u>\$34,360.00</u>
Additional considerations	Tilt Orientation	\$49.00 \$320.00	Per new person Per new person		
5 sessions (year)	Travel	\$2,000.00		<u>\$2,000.00</u>	
					<u>\$10,000.00</u>
<b>TOTAL</b>					<u><b>\$95,115.00</b></u>

**Exhibit B  
(Continued)**

**Work Scope Budget for year (5/19 - 5/20) – Continuous Improvement Department**

<u>Stage</u>	<u>Element</u>	<u>Rate</u>	<u>Hours</u>	<u>Sum</u>	<u>Total</u>
Training (per session)	Prep	\$135.00	6	\$810.00	
	Admin	\$135.00	4	\$540.00	
	Facilitation	\$390.00	6	<u>\$2,160.00</u>	
				<u>\$3,510.00</u>	
4 sessions (year)					<u>\$14,040.00</u>
Coaching	Prep	\$135.00	6	\$810.00	
	Coach	\$320.00	24	<u>\$7,680.00</u>	
24 sessions (2 per month)					<u>\$8,490.00</u>
Coaching	Prep	\$135.00	6	\$405.00	
	Coach	\$320.00	12	<u>\$3,840.00</u>	
12 sessions (1 per month)					<u>\$4,245.00</u>
	Orientation	\$320.00	Per person		
	Per Person			<u>\$369.00</u>	
5 people/year					<u>\$ 1,845.00</u>
Travel (if needed)	\$2000 per trip				<u>\$ 8,000.00</u>
<b>TOTAL</b>					<b><u>\$36,620.00</u></b>

**Note: There may be additional sessions added, pricing shall remain the same.**



## MEMORANDUM TO THE BOARD

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

**BOARD MEETING DATE:** May 20, 2020

<b>SUBJECT:</b>	<b>UTA Facilities Strategic Plan</b>
<b>AGENDA ITEM TYPE:</b>	Discussion
<b>RECOMMENDATION:</b>	Informational report for discussion
<b>BACKGROUND:</b>	As the Wasatch Front's population continues to grow, transit service will have to expand to meet the demand. Additional buses, light rail vehicles, and commuter trains will be required. The maintenance of UTA's fleet and infrastructure is vital to provide safe and efficient service to the public. As the fleets expand, additional maintenance and storage capacity will be needed.
<b>DISCUSSION:</b>	The Facilities Strategic Plan was completed in February of 2019. The document lays out a plan for UTA's facilities as the region continues to grow. Recent discussions with Service Development and Operations Divisions have allowed for aspects of the plan to be updated. The updated Facilities Plan will be used in the development of the 5-year Capital Plan.
<b>ALTERNATIVES:</b>	None
<b>FISCAL IMPACT:</b>	None
<b>ATTACHMENTS:</b>	None