

ROUTE DEVIATION SERVICES AGREEMENT

THIS ROUTE DEVIATION SERVICES AGREEMENT ("Agreement") is made this 19th day of April, 2011 by and between **UTAH TRANSIT AUTHORITY**, a public transit district organized under Utah Code Ann. §§17B-2a-801, et seq, as amended (hereinafter the "Authority"), and **Tooele County**, a political subdivision of the state of Utah (hereinafter referred to as "Contractor.")

RECITALS

WHEREAS, the Authority, provides fixed-route, rail and route deviation transit service in all or part of Salt Lake, Tooele, Utah, Weber, Davis and Box Elder Counties;

WHEREAS, the Authority desires to engage the Contractor to provide Route Deviation Services on the Authority's behalf in its Tooele County Service Area to include portions of Tooele County (the cities of Tooele, Stansbury Park and Grantsville);

WHEREAS the Contractor is willing and able to provide route deviation service upon the terms and conditions hereinafter set forth;

AGREEMENT

NOW, THEREFORE, on the stated premises, 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. Services to be Performed by Contractor. Contractor shall provide Route Deviation Services in portions of Tooele County (cities of Tooele, Stansbury Park and Grantsville) in full accordance with the Terms of Compensation, Scope of Work/Minimum Requirements, and Service Area and range of Hours set forth in Exhibits A, A-1, B, B-1, B-3, B-5, B-6, C, C-1, D, E, F, G, H, I, J, K and L respectively, and in full accordance with all other terms and conditions set forth in this Agreement and in the Authority's Request For Proposals UT-11-02WJ (the terms and conditions of which are incorporated herein). In providing said Route Deviation Services, Contractor agrees to adhere to the procedures, standards, and fare collection and billing system set forth in Service Standards and Payment Adjustments, Reporting Forms, Driver Manifests, Incident/Accident Report Form, Vehicle Requirements, Equal Employment Opportunity Policy, Drug and Alcohol Policy, Monthly Operating Report, and the National Transit Database Report. Contractor also agrees to adhere to the Federal pass-through requirements, to the extent applicable, as set forth in attached United States of America Department of Transportation Federal Transit Administration Master Agreement. The parties hereby acknowledge that changes to the "Scope of Work/Minimum Requirements" 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 "Scope of Work/Minimum Requirements" 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 April 1, 2011 and terminate March 31, 2013. At the Authority's sole option, this Agreement may be extended for three (3) 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.

- A. This Agreement may be terminated by the Authority, with or without cause, upon the Authority providing sixty (60) days prior written notice to the Contractor. Additionally, in the event that the Authority's operating and support funds are reduced or terminated, or suspended for any reason, the Authority shall have the right to immediately modify or terminate this Agreement, without liability, by providing written notice to the Contractor. In the event this Agreement is so terminated, Contractor shall be paid for services provided through the date of termination plus its reasonable termination costs.
 - B. This Agreement may be terminated by the Authority for cause in the event that the Authority gives written notice to the Contractor of the Contractor's default with respect to a material term or condition of this Agreement and the Contractor fails to cure such default within 15 days after receiving written notice from the Authority.
 - C. This Agreement may be terminated by the Contractor for cause in the event that the Contractor gives written notice to the Authority of the Authority's default with respect to a material term or condition of this Agreement and the Authority fails to cure such default within 15 days after receiving written notice from the Contractor.
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 of this Agreement. All such modifications shall be made only pursuant to written contract addenda.
 - 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 C 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 manner of work 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 work 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 commence work under this Agreement and no compensation due the Contractor shall accrue until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the Authority.

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.

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.

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 work set forth in this Agreement. 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:

- A. Workers' Compensation and Employer's Liability Insurance shall be secured and maintained as required by the laws of the State of Utah.
- B. Commercial General Liability Insurance:

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.

C. Automobile Liability Insurance:

1. 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
2. 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. The Contractor hereby agrees to protect, defend, release, indemnify and hold the Authority harmless from and with respect to any losses, claims, demands, expenses, attorney fees, costs or judgments which the Authority sustains, directly or indirectly, as the result of: (a) the Contractor's wrongful acts or omissions with respect to the performance of the work set forth in this Agreement; (b) the Contractor's negligence or alleged negligence with respect to the performance of any work set forth in this Agreement; (c) the Contractor's violation or alleged violation of any applicable state, federal or local laws, regulations, ordinances or orders; or (d) the Contractor's breach of any provision set forth in this Agreement, except for those losses, claims, demands, expenses, attorney fees, costs or judgments which result from the negligent or wrongful act or omission of the Authority. Expenses incurred by the Authority which are subject to the indemnification provisions of this Paragraph 7 include, but are not limited to, the following:

- A. 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.
- B. 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 ADA Complementary Paratransit and Route Deviation Services called for under this Agreement.

Contractor's obligation to protect, defend, release, indemnify and hold the Authority harmless from and with respect to any losses, claims, demands, expenses, attorney fees, costs or judgments shall not extend to the extent such losses, claims, demands, expenses, attorney fees, costs or judgments are the result of the negligence of the Authority, its employees, agents or members.

- C. The Authority shall be solely responsible for adopting operating policies which are in compliance with the Americans with Disabilities Act (ADA).

8. Maintenance of Service Records. The Contractor agrees to maintain detailed and complete records related to the Route Deviation Services performed pursuant to this Agreement 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 which include (but are not limited to) original driver's manifest, service concern forms, 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 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 to be provided under this Agreement, 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 9.7 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) 287-2857, then by following the instructions as listed in Exhibit B, Scope of Services, Paragraphs 9.8 and 9.9, respectively, 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 the services as provided in this Agreement, 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 the Contractor is obligated to perform under this Agreement 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 as provided in this Agreement, 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 called for under this Agreement, Contractor hereby agrees, covenants and warrants to strictly comply with all applicable federal, state and local laws, regulations, rules, orders and ordinances. Without in any way limiting the breadth of the obligations set forth in this paragraph, Contractor hereby specifically agrees, covenants and warrants as follows:
 - A. The Contractor shall comply with, and assure that all services performed under this Agreement comply with, all applicable requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d and all rules and regulations promulgated thereunder.
 - B. The Contractor shall comply with, and assure that all services performed under this Agreement comply with, all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§12101 et. Seq. and 49 U.S.C. §322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794; and Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. §1612, and all rules or regulations promulgated pursuant to such laws.
 - C. The Contractor shall comply with, and assure that all services performed under this Agreement comply with all applicable federal, state and local environmental laws, rules and regulations.
 - D. The Contractor shall not discriminate against any employee or applicant for employment with Contractor on the basis of race, color, age, creed, sex, or national origin and shall comply with the Authority's Equal Employment Opportunity (EEO) Policy attached hereto as Exhibit E. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, creed, sex or national origin. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of UTA's EEO Policy.

13. Disadvantaged Business Enterprises. Contractor hereby acknowledges that it has been informed that this Agreement may involve the use of federal funds obtained by the Authority from the Federal Transit Administration ("FTA") and that this Agreement is therefore subject to FTA's policy regarding disadvantaged business enterprises ("DBEs"). The requirements of the FTA DBE program are incorporated in this Agreement by reference. Failure by the Contractor or its subcontractors to carry out these requirements is a material breach of this Agreement, and may result in appropriate remedial action by the Authority up to and including termination of this Agreement. The DBE goal for this Agreement is RACE NEUTRAL. The Contractor agrees to cooperate with the Authority in meeting the DBE goal and to use its best efforts to ensure that DBEs shall have the maximum practicable opportunity to compete for any subcontract work under this Agreement, all as set forth in RFP UT-09-04WJ.

14. Representations and Warranties of Contractor. In conjunction with the services to be provided by Contractor pursuant to this Agreement, 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.
15. 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.
16. 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 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.
17. 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 17, 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, 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 5 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.
18. 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.
19. 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.
20. Use of Vehicles by Contractor.
- A. In the performance of the services called for in this Agreement, the Contractor will use the vehicles listed in Exhibit B-3 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.
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 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. Employee Insurance. The Contractor agrees that the Contractor which has an initial contract of 1.5 million dollars or more or the Contractor has a subcontract at any tier that involves a subcontractor or consultant that has an initial subcontract of \$750,000 or more, hereby certifies that the Contractor and all applicable subcontractors and subconsultants has and will maintain an offer of qualified health insurance coverage for their employees, as defined in Utah Code Annotated Section 34A-2-104 and limited by Section 72-6-107.5 and the employees' who live and work within the State of Utah, along with their dependents, during the duration of the contract Employee, for purposes of these requirements, shall be no broader than the use of the term employee for purposes of State of Utah Worker's Compensation requirements. The Director or designee shall have the right to request a recertification by the Contractor by submitting a written request to the Contractor, and the Contractor shall so comply with the written request within (10) working days of receipt of the written request; however, in no case may the Contractor be required to demonstrate such compliance more than twice in any 12-month period. Contractor and all applicable subcontractors and subconsultants will be subject to all applicable penalties. The Contractor will provide these same requirements in all applicable subcontracts at every tier.
26. Incorporation. This Agreement in its entirety consists of these special provisions, consisting of 27 paragraphs, 18 exhibits, and eight attachments, all of which are incorporated herein and made a part hereof by this reference. The exhibits and attachments of this Agreement are as follows:

Exhibit A:	Terms of Compensation
Exhibit A-1:	Service Standards and Payment Adjustments
Exhibit B:	Scope of Services
Exhibit B-1:	Tooele Service Days and Hours
Exhibit B-3:	Tooele Service Area Project Vehicles
Exhibit B-5:	Spill Response & Reporting Standard Operating Procedures
Exhibit B-6:	Engine Idling Standard Operating Procedures
Exhibit C:	Accident/Incident Reporting Forms
Exhibit C-1:	Route Deviation Manifest and Reports
Exhibit D:	Vehicle Maintenance Procedures
Exhibit E:	The Authority's Equal Employment Opportunity Policy
Exhibit F:	UTA Drug and Alcohol Policy Statement

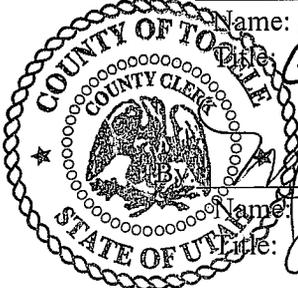
- Exhibit G: Monthly Operating Report Form
- Exhibit H: National Transit Database Report Form
- Exhibit I: Service Concern Form
- Exhibit J: Radio Cancellation Log
- Exhibit K: Service Point and Community Access SOP
- Exhibit L: UTA Liquidated Damages Form
- Attachment A: Affirmative Action and Disadvantaged Business Enterprise Statement
- Attachment A-1: Disadvantaged Business Enterprise Participation Form
- Attachment A-2: Letters of Intent to Subcontract with DBE Firms
- Attachment A-3: Good Faith Efforts Documentation Form
- Attachment B: Buy American Provision
- Attachment C: Certification Regarding Debarment, Suspension, And Other Ineligibility and Voluntary Exclusion From Transactions Financed in Part By The U.S. Government
- Attachment D: Certification of Restrictions on Lobbying
- Attachment E: Cargo Preference - Use of United States-Flag Vessels

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed thereunto duly authorized.

TOOELE COUNTY:

By: Colleen Johnson

Name: COLLEEN JOHNSON
Title: Commission Chair



By: Marilyn K. Gillette
Name: Marilyn K. Gillette
Title: County Clerk

By: _____

Name:
Title:

UTAH TRANSIT AUTHORITY

By: Michael Allegra

Michael Allegra
General Manager

By: Cheryl Beveridge

Cheryl Beveridge
Manager of Special Services

Approved as to Form

W. H. [Signature]

UTA Legal Counsel