

UTA CONTRACT 22-03566 NEXTGEN ELECTRONIC FARE COLLECTION SYSTEM	
CHANGE ORDER	
Customer: Utah Transit Authority	Contractor Scheidt & Bachmann USA Inc. 1001 Pawtucket Boulevard Lowell, MA 01854
Contract No: UTA: 22-03566 S&B: 00 6606	CO No.: 1
<input type="checkbox"/> Supplementary requirement	<input type="checkbox"/> Additional requirement
<input type="checkbox"/> Follow-up order	<input type="checkbox"/> Additional costs for operational reasons
<input type="checkbox"/> Extension of Time	<input type="checkbox"/>
Requested by: <input type="checkbox"/> Customer	<input type="checkbox"/> Supplier
1. Change Order Description:	
1.1 Subject of the variations See Attachment 1	
1.2	
2. Upfront customer information required / pre conditions to be met	
2.1 Applicable ?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
2.2 If yes, provide Description below: N/A	
3. Change Order Conditions:	
3.1 Cost Impact: See Attachment 1-A	
3.2 Payment steps: See Attachment 1-A	
3.3 Effect on the project plan/ time schedule: None	
3.4 Special Conditions None	
4. List of attachments (if any):	
UTA_CO 1_Attachment 1_rev 5A UTA_CO 1_Attachment 1-A_rev 5A	

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Contract No: UTA: 22-03566 S&B: 00 6606	CO No.: 1
Authorization	
Customer Authorization	<p>DocuSigned by:  70E33A415BA44F6... MIKE BELL UTA Legal Counsel _____ Date</p> <p>1/25/2024 _____ Date</p> <p>_____ Date</p> <p>Jerry Van Wie Fare Systems Program Manager _____ Date</p> <p>_____ Date</p> <p>Monica Morton Fares Director _____ Date</p>
Scheidt & Bachmann Authorization	<p> Daniel Terryn CEO North America _____ Date</p> <p>12/19/2023 _____ Date</p> <p> Joe McGrath Contracts Manager _____ Date</p> <p>12/19/2023 _____ Date</p> <p><small>Digitally signed by 16d783c8-c0f4-44db-9129-ae40de73e0d8 DN: cn=16d783c8-c0f4-44db-9129-ae40de73e0d8 Date: 2023.12.19 14:49:10 -05'00'</small></p>

CHANGE ORDER # 1

Attachment 1

SUMMARY

Owner Utah Transit Authority

Contract # 22-03566 NextGen Electronic Fare Collection System

Contractor Scheidt & Bachmann USA, Inc.

Date for Completion – Original (Implementation phase only) April 30, 2026

Date for Completion – Current (Implementation phase only) April 30, 2026

This Change Order: Time No change

New Completion Date As above

Contract Value - Original	Implementation	Service - ISLA	Service - SLA	Variable Ongoing Costs	Total Amounts
	\$21,941,687.00	\$2,078,848.25	\$7,678,349.75	\$472,531.00	N/A
Change Orders to date	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
This Change Order	-\$158,956.00	-\$12,830.00	-\$29,250.00	\$0.00	-\$201,036.00
Revised Contract Value	\$21,782,731.00	\$2,066,018.25	\$7,649,099.75	\$472,531.00	\$31,970,380.00

DETAILS

The Contractor is directed to make the following changes in the Contract:

A. Delete Section 42 of the Agreement in its entirety and replace it with the following:

“ 42. Risk of Loss; Transfer of Title

Subject to the Contractor’s service obligations under Exhibit A, the Risk of Loss for the Hardware, Software, or Services will pass from the Contractor to UTA upon the installation or acceptance of the Hardware, Software, or Services, whichever occurs first. Transfer of Title for the Hardware, Software, or Services will occur upon UTA’s full payment against a Contractor-submitted invoice for the particular Hardware, Software, or Services under this Contract.”

B. In the Scope of Work, delete the paragraph at the end of Section A, Common Design, and replace it with the following:

“Decommissioning of the existing TVMs will be carried out by UTA. The Contractor shall be responsible for dismantling the TVMs, their removal from site and transportation to UTA’s premises at Jordan River Building 3. With respect to the validators, the Contractor will remove the validators however, the UTA is responsible for disposal of the devices after removal.”

C. In the first paragraph of each of Appendices B, C, D, E and F to the Scope of Work, delete the sentence that reads “Furthermore, the Parties acknowledge and agree that the following information is included for illustrative purposes and if the UTA wishes to include the details of this Appendix in the deliverables, and the Contractor is capable of performing the services, then the Parties may mutually agree to do so via the Change Order process, which will define the scope, schedule, and pricing.”

Additionally, in Exhibit B, under the heading “Service Level Agreement (“SLA”) Fixed Ongoing Pricing”, add the following:

The annual rates shown below will be adjusted annually by reference to changes in the CPI, West Region, “All Items” as published at <https://www.bls.gov/regions/mountain-plains/> or the equivalent replacement index in the event that this index is discontinued. The annual CPI is generally released in January. However, the Parties acknowledge and agree that if the CPI is not released until a later period, the application of CPI will be backdated to January of that year.

The CPI will be applied solely to the following categories: Fare Validation Hardware- Onboard Validator; Fare Validation Hardware- Stationary Validator; TVM (Ticket Vending Machine); Mobile Inspection Device; Other (SLA Software Services); and Back Office (SLA Hosting & Back Office Operations). The baseline price that will be used to calculate the first year of CPI application will be the Year 1 Line Item for each of the categories, for example, for the Fare Validation Hardware- Onboard Validator, the CPI will be applied to the \$222,300.00 USD value. For each consecutive year of service thereafter, the previous year’s pricing will be utilized when applying CPI.

As an example of the process, if the SLA begins in 2025 and the annual CPI for 2024 is 1.4%, then the Parties will take the \$222,300.00 for the Fare Validation Hardware- Onboard Validator and apply the 1.4% to that value. This would result in a \$3,112.20 USD increase in pricing, resulting in a change to the

Fare Validation Hardware- Onboard Validator Year 1 Pricing to \$225,412.20 USD. For Year 2 of the SLA, the Parties would use the 2025 (released in 2026) CPI percentage increase and apply it to the \$225,412.20, which results in the Year 2 pricing for the Services. This application would occur across the board for all the items mentioned in the previous paragraph and would continue, on an annual, cumulative basis throughout the SLA Term.

The Parties acknowledge and agree that they have evaluated the cost impacts of the inclusion of the Appendices work that the Supplier must complete and that of the inclusion of CPI, and determined that the value of consideration offset each other and there is no increased cost to the base Initial Costs in Exhibit B of the Contract.

D. Modify Exhibit B, under the heading “Hardware Quantities”, as follows:

Delete “TVMs: 175” and replace it with “TVMs: 150”,

Delete “Platform Validators: 130” and replace it with “Platform Validators: 410”

Delete “Onboard Validators 936 on double door buses” and replace it with “Onboard Validators 838 on double door buses”

Delete “Onboard Validators 234 on single door buses” and replace it with “Onboard Validators 38 on single door buses”

Add 15 “Test Validators for UTA lab”

E. In Exhibit B, delete Section 2 and replace it with the table shown in Attachment 1-A to this Change Order. Attachment 1-A includes a Payment Plan that is not part of the Contract but which is included here to show how the price changes resulting from this Change Order are to be applied to payments. Changes in Section 2 include recovery of overhead consequent on modifications in quantities and minor changes in design not accounted for elsewhere.

F. In Exhibit B, Section 4, change the amount shown in the first line to \$914,355.00. In the same section, change the amount shown for each line of the TVM Services to \$219,900.00

G. In Exhibit B, under the heading “**Individual Phase Total Pricing**”, insert a note at the end of the entries for Phase 2, as follows:

“20% of payment milestone 5 will be paid on conclusion of the Pilot. Thereafter, validators will be installed in lots. Each installation of lots will be invoiced pro-rated per validator installed against the remaining value of payment milestone 5.”

LEGEND: Yellow indicates an item modified by a change order

Section 2: Initial Costs

Area	Description (Item, Units, Price, Years)	Category							
		Program Management	Development	Training	Hardware	Installation	Software	Other	
A) Back Office	1. ABT Software License	\$ 322,470	\$ 1,035,440	\$ 8,270	\$ -	\$ 103,910	\$ 1,299,800	\$ -	
	2. FareGo Data CS Software License	\$ 107,490	\$ 27,300	\$ 8,270	\$ -	\$ 139,820	\$ 416,740	\$ -	
	3. Retail Sales Integration	\$ -	\$ 69,680	\$ -	\$ -	\$ -	\$ -	\$ -	
Total		\$ 429,960	\$ 1,132,420	\$ 16,540	\$ -	\$ 243,730	\$ 1,716,540	\$ -	\$ 3,539,190
B) Fare Validation Hardware	1. Onboard Validator for double door buses	\$ 225,110	\$ 548,660	\$ 1,030	\$ 1,935,780.00	\$ 879,900	\$ 92,770	\$ -	
	2. Onboard Validator for single door buses	\$ 80,460	\$ 171,970	\$ 1,030	\$ 71,820	\$ 36,860	\$ 38,190	\$ -	
	3. Stationary Validator	\$ 91,280	\$ 248,360	\$ 2,070	\$ 1,537,500	\$ 549,400	\$ 7,190	\$ -	
	4. Spare Parts Package	\$ -	\$ -	\$ -	\$ 308,930	\$ -	\$ -	\$ -	
	5. OV Test Equipment	\$ -	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ -	
Total		\$ 396,850	\$ 968,990	\$ 4,130	\$ 3,899,030	\$ 1,466,160	\$ 138,150	\$ -	\$ 6,873,310
C) Ticket Vending Machine	1. Ticket Vending Machine	\$ 100,550	\$ 76,260	\$ 12,410	\$ 7,949,614.00	\$ 460,500	\$ 203,890	\$ -	
	2. Spare Parts Package	\$ -	\$ -	\$ -	\$ 403,490	\$ -	\$ -	\$ -	
	3. Removal old TVMs	\$ -	\$ -	\$ -	\$ 83,570	\$ -	\$ -	\$ -	
Total		\$ 100,550	\$ 76,260	\$ 12,410	\$ 8,436,674	\$ 460,500	\$ 203,890	\$ -	\$ 9,290,284
D) Mobile App	1. Mobile App	\$ 147,880	\$ 212,580	\$ 28,607	\$ -	\$ 4,370	\$ 1,059,460	\$ -	
Total		\$ 147,880	\$ 212,580	\$ 28,607	\$ -	\$ 4,370	\$ 1,059,460	\$ -	\$ 1,452,897
E) Mobile Inspection Device	1. Hand Held Terminal	\$ 83,040	\$ 27,290	\$ 2,790	\$ 73,800	\$ 10,800	\$ 206,230	\$ -	
	2. Spare Parts Package	\$ -	\$ -	\$ -	\$ 3,680	\$ -	\$ -	\$ -	
Total		\$ 83,040	\$ 27,290	\$ 2,790	\$ 77,480	\$ 10,800	\$ 206,230	\$ -	\$ 407,630
F) Other	1. Staging Environment	\$ -	\$ -	\$ -	\$ 56,520	\$ 6,280	\$ -	\$ -	
	2. Test System	\$ -	\$ -	\$ -	\$ 56,520	\$ 6,280	\$ -	\$ -	
	3. Documentation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,820	
Total		\$ -	\$ -	\$ -	\$ 113,040	\$ 12,560	\$ -	\$ 93,820	\$ 219,420
Grand Total		\$ 1,158,280	\$ 2,417,540	\$ 64,477	\$ 12,526,224	\$ 2,198,120	\$ 3,324,270	\$ 93,820	\$ 21,782,731

LEGEND: Blue indicates a payment milestone that has been invoiced

PHASES 1-4		PHASE 1											
Item	Value	M1		M2		M3		M4		M5 (a)		M5 (b)	
		Submission, QA Plan and Schedule		Provision of Docs for FDR		FDR Approval		FAT Approval		Pilot for TVMs		TVM Installed	
Back Office	\$3,539,190.00	5%	\$176,959.50	10%	\$353,919.00	0%	\$0.00	5%	\$176,959.50	5%	\$176,959.50	0%	\$0.00
Validators	\$6,873,310.00	5%	\$314,647.50	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
TVM (150)	\$9,290,284.00	5%	\$501,480.00	10%	\$1,002,960.00	30%	\$3,008,880.00	15%	\$1,504,440.00	0%	\$0.00	0%	\$0.00
10	\$530,873.37									25%	\$132,718.34	0%	\$0.00
140	\$8,759,410.63									12.50%	\$1,094,926.33	12.50%	\$1,094,926.33
Mobile App	\$1,452,896.50	5%	\$72,644.83	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Mobile Inspection Device	\$407,630.00	5%	\$20,381.50	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Other	\$219,420.00	10%	\$21,942.00	10%	\$21,942.00	10%	\$21,942.00	0%	\$0.00	10%	\$21,942.00	0%	\$0.00
	\$21,782,730.50		\$1,108,055.33		\$1,378,821.00		\$3,030,822.00		\$1,681,399.50		\$1,426,546.17		\$1,094,926.33
													After CO 1 ORIGINAL DELTA
													\$9,720,570.33 \$9,905,399.33 -\$184,829.00

PHASE 2		M1		M2		M3		M4		M5			
Item	Value	Provision		FDR Approval		FAT Approval		Pilot					
Back Office	\$3,539,190.00	0%	\$0.00	10%	\$353,919.00	0%	\$0.00	5%	\$176,959.50	5%	\$176,959.50	0%	\$0.00
Validators	\$6,873,310.00	0%	\$0.00	10%	\$687,331.00	30%	\$2,061,993.00	15%	\$1,030,996.50	25%	\$1,718,327.50	0%	\$0.00
TVM (150)	\$9,290,284.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Mobile App	\$1,452,896.50	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Mobile Inspection Device	\$407,630.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Other	\$219,420.00	0%	\$0.00	5%	\$10,971.00	5%	\$10,971.00	0%	\$0.00	5%	\$10,971.00	0%	\$0.00
	\$21,782,730.50		\$0.00		\$1,052,221.00		\$2,072,964.00		\$1,207,956.00		\$1,906,258.00		\$0.00
													After CO 1 ORIGINAL DELTA
													\$6,239,399.00 \$5,775,111.00 -\$464,288.00

PHASE 3		M1		M2		M3		M4		M5			
Item	Value	Provision		FDR Approval		FAT Approval		Pilot					
Back Office	\$3,539,190.00	0%	\$0.00	10%	\$353,919.00	0%	\$0.00	5%	\$176,959.50	5%	\$176,959.50	0%	\$0.00
Validators	\$6,873,310.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
TVM (150)	\$9,290,284.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Mobile App	\$1,452,896.50	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Mobile Inspection Device	\$407,630.00	0%	\$0.00	10%	\$40,763.00	30%	\$122,289.00	15%	\$61,144.50	25%	\$101,907.50	0%	\$0.00
Other	\$219,420.00	0%	\$0.00	5%	\$10,971.00	5%	\$10,971.00	0%	\$0.00	5%	\$10,971.00	0%	\$0.00
	\$21,782,730.50		\$0.00		\$405,653.00		\$133,260.00		\$238,104.00		\$289,838.00		\$0.00
													After CO 1 ORIGINAL DELTA
													\$1,066,855.00 \$1,066,855.00 \$0.00

PHASE 4		M1		M2		M3		M4		M5		M7	
Item	Value	Provision		FDR Approval		FIT Approval		Pilot		FSA			
Back Office	\$3,539,190.00	0%	\$0.00	10%	\$353,919.00	0%	\$0.00	5%	\$176,959.50	5%	\$176,959.50	15%	\$530,878.50
Validators	\$6,873,310.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	15%	\$1,030,996.50
TVM (150)	\$9,290,284.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	15%	\$1,393,542.60
Mobile App	\$1,452,896.50	0%	\$0.00	10%	\$145,289.65	30%	\$435,868.95	15%	\$217,934.48	25%	\$363,224.13	15%	\$217,934.48
Mobile Inspection Device	\$407,630.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	15%	\$61,144.50
Other	\$219,420.00	0%	\$0.00	5%	\$10,971.00	5%	\$10,971.00	0%	\$0.00	5%	\$10,971.00	15%	\$32,913.00
Balance from CO 1													-\$414,571.60
	\$21,782,730.50		\$0.00		\$510,179.65		\$446,839.95		\$394,893.98		\$551,154.63		\$2,852,837.98
													After CO 1 ORIGINAL DELTA
													\$4,755,906.18 \$5,194,321.18 -\$438,415.00
TOTAL:											\$21,782,730.50	\$21,941,686.50	-\$158,956.00

ISLA	Fixed (Original)	After CO 1	Variable Section 3 costs	TOTAL (after CO 1)
Phase 1	\$927,185.00	\$914,355.00	\$0.00	\$914,355.00
Phase 2	\$1,082,100.00	\$1,082,100.00	\$0.00	\$1,082,100.00
Phase 3	\$45,900.00	\$45,900.00	\$0.00	\$45,900.00
Phase 4	\$23,663.25	\$23,663.25	\$0.00	\$23,663.25
	\$2,078,848.25	\$2,066,018.25	\$0.00	\$2,066,018.25

Milestone Payments	Amount	Percentage
Phase 1	\$9,720,570.33	44.63%
Phase 2	\$6,239,399.00	28.64%
Phase 3	\$1,066,855.00	4.90%
Phase 4	\$4,755,906.18	21.83%
	\$21,782,730.50	100.00%