



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, June 11, 2025

9:00 AM

FrontLines Headquarters

The UTA Board of Trustees will meet in person at UTA FrontLines Headquarters (FLHQ) - 669 West 200 South, Salt Lake City, Utah.

For remote viewing, public comment, and special accommodations instructions, please see the meeting information following this agenda.

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Pledge of Allegiance** Chair Carlton Christensen
3. **Safety First Minute** Alisha Garrett
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
 - a. Approval of May 28, 2025, Board Meeting Minutes
6. **Reports**
 - a. Executive Director Report Jay Fox
 - UTA hosts National Transit Institute (NTI) Transit Academy June 2-6, 2025
 - Passing of Cindy Terwilliger, FTA Region VIII Regional Administrator
 - b. Strategic Plan Minute: Exceeding Customer Expectations - Establishing Customer Experience Baseline: Legal Services Survey Jay Fox
 - c. Financial Report - April 2025 Viola Miller
Brad Armstrong
 - d. Pension Committee Report Jeff Acerson
7. **Resolutions**
 - a. R2025-06-01 Resolution Approving Transit Oriented Communities Planning and Design Principles Paul Drake

8. Contracts, Disbursements and Grants

- | | | |
|----|---|----------------------------------|
| a. | Contract: Maintenance Of Way (MOW) Positive Train Control (PTC) Training and Certification (Signal Training Solutions, LLC) | Stacey Palacios |
| b. | Contract: Technical Transit Education Center (TTEC) Training Facility Construction (Eckman Construction, LLC) | Jared Scarbrough |
| c. | Revenue Contract: Reimbursement Agreement for the 1300 South Queue Cutter Project (Utah Department of Transportation) | Jared Scarbrough |
| d. | Change Order: On-Call Infrastructure Maintenance Contract Task Order 24-018-R1 - 5900 South TRAX Grade Crossing Replacement (Stacy and Witbeck, Inc.) | Jared Scarbrough |
| e. | Change Order: On-Call Infrastructure Maintenance Contract Task Order 24-027-R1 - 9000 South TRAX Grade Crossing (Stacy and Witbeck, Inc.) | Jacob Wouden
Jared Scarbrough |
| f. | Pre-Procurements
- Low Voltage Power Supply Converters for FrontRunner Locomotives | Todd Mills |

9. Budget and Other Approvals

- | | | |
|----|--|--------------------------------|
| a. | TBA2025-06-01 - Technical Budget Adjustment - 2025 Capital Program | Viola Miller
Brad Armstrong |
|----|--|--------------------------------|

10. Discussion Items

- | | | |
|----|---|------------------|
| a. | UTA Policy - UTA.05.02 Paid Time Off - Administrative Employees | Ann Green-Barton |
| b. | 2024-2025 Ski Service End of Season Report | Jay Fox |

11. Other Business

Chair Carlton Christensen

- | | |
|----|---|
| a. | Next Meeting: Wednesday, June 25, 2025 at 9:00 a.m. |
|----|---|

12. Closed Session

Chair Carlton Christensen

- a. Strategy Session to Discuss Topics as Defined in Utah Code 52-4-205 (1):
 - Collective Bargaining
 - Pending or Reasonably Imminent Litigation
 - Purchase, Exchange, or Lease of Real Property
 - Sale of Real Property

13. Open Session

Chair Carlton Christensen

14. Adjourn

Chair Carlton Christensen

Meeting Information:

- Special Accommodation: Information related to this meeting is available in alternate formats upon request by contacting adacompliance@rideuta.com or (801) 287-3536. Requests for accommodations should be made at least two business days in advance of the scheduled meeting.
- Meeting proceedings may be viewed remotely by following the meeting video link on the UTA Public Meeting Portal - <https://rideuta.legistar.com/Calendar.aspx>
- In the event of technical difficulties with the remote connection or live-stream, the meeting will proceed in person and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by attending in person at the meeting location OR by joining the remote Zoom meeting.
 - o Comments are limited to 3 minutes per commenter.
 - o One person's time may not be combined with another person's time.
 - o Distribution of handouts or other materials to meeting participants or attendees is not allowed.
 - o To support a respectful meeting environment, actions or words that disrupt the meeting, intimidate other participants, obstruct the view or hearing of others, or may cause safety concerns are not allowed.
 - o To join by Zoom:
 - Use this link: https://bit.ly/UTA_BOT_06-11-25 and follow the instructions to register for the meeting.
 - Use the "raise hand" function in Zoom to indicate you would like to make a comment.
- Public Comment may also be given through alternate means. See instructions below.
 - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
 - o Comment via email at boardoftrustees@rideuta.com
 - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – please specify that your comment is for the upcoming Board of Trustees meeting.
 - o Comments submitted before 2:00 p.m. on Tuesday, June 10th will be distributed to board members prior to the meeting and added to the public record.
- Meetings are audio and video recorded and live-streamed.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/11/2025

TO: Board of Trustees
THROUGH: Curtis Haring, Board Manager
FROM: Curtis Haring, Board Manager

TITLE:

Approval of May 28, 2025, Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the May 28, 2025, Board of Trustees meeting

BACKGROUND:

A meeting of the UTA Board of Trustees was held in person at UTA Frontlines Headquarters and broadcast live via the UTA Public Meeting Web Portal on Wednesday, May 28, 2025, 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 [Utah Public Notice Website](https://bit.ly/UTA_BOT_PNW_05-28-25) <https://bit.ly/UTA_BOT_PNW_05-28-25> and video feed is available through the [UTA Public Meeting Portal](https://bit.ly/UTA_BOT_Video_05-28-25) <https://bit.ly/UTA_BOT_Video_05-28-25>.

ATTACHMENTS:

1. 2025-05-28_BOT_Minutes_UNAPPROVED



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, May 28, 2025

9:00 AM

FrontLines Headquarters

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Carlton Christensen welcomed attendees and called the meeting to order at 9:01 a.m.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Safety First Minute

Carlton Christensen, UTA Board Chair, delivered a brief safety message.

4. Public Comment

In Person/Virtual Comment

No in person or virtual comment was given.

Online Comment

No online comment was received.

5. Consent

a. Approval of May 14, 2025, Board Meeting Minutes

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to approve the consent agenda. The motion carried by a unanimous vote.

6. Reports

a. Executive Director Report

No report was given.

b. Strategic Plan Minute: Moving Utahns to a Better Quality of Life - Radio Replacement

Jay Fox, UTA Executive Director, was joined by Jarvie Curtis, UTA IT Manager of Communications and Deployment.

Fox highlighted milestones in phase I of the radio system replacement project, which is a state of good repair initiative designed to upgrade critical technologies to support service deployment.

Discussion ensued. Questions on the implementation process and integration with other public service providers were posed by the board and answered by staff.

Beth Holbrook, UTA Trustee, joined the meeting at 9:08 a.m.

7. Resolutions**a. R2025-05-02 - Resolution Authorizing the Issuance and Sale by the Authority of its Sales Tax Revenue and Refunding Bonds in the Aggregate Principal Amount of Not to Exceed \$973,000,000**

Viola Miller, UTA Chief Financial Officer, was joined by Brian Reeves, UTA Associate Chief Financial Officer, and Brian Baker with Zions Public Finance.

Miller summarized the resolution, which authorizes the issuance and sale of UTA's sales tax revenue and refunding bonds in the aggregate principal amount not to exceed \$973,000,000. The authorization includes new bond issuance, bond tendering, and tax-exempt refunding of taxable bonds.

Baker discussed current market conditions.

Discussion ensued. Questions on the recent U.S. Treasury downgrade, timing to ascertain the actual issuance amount, and bond parameters were posed by the board and answered by staff.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this resolution be approved. The motion carried by the following vote:

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

b. R2025-05-03 - Resolution Adopting Revised Board Bylaws and Policies

- Utah Transit Authority Bylaws
- 1.1 Process for Establishing Board Policies
- 1.3 Executive Relationships and Meeting Protocols
- 2.1 Financial Management
- 2.2 Contract Authority, Procurement and Grants
- 2.3 Budget
- 3.2 Service Planning
- 3.3 Capital Development Project Implementation

- 4.1 Fares
- 5.1 Transit-Oriented Development
- 5.2 Real Property

Neiufi longi, UTA Public Policy Analyst, summarized the resolution, which adopts the revised board bylaws and policies listed on the meeting agenda.

The updates align with provisions in Senate Bill 174 (2025) that:

- Change the UTA Local Advisory Council role in various processes
- Update executive relationships and duties
- Update board contract review levels from \$200,000 to \$250,000 and from 15% to 25% of the total contract value
- Update appointment and removal of the agency's treasurer and comptroller
- Update the budget development process

General updates also include:

- Changes to UTA administrative policy requirements
- A provision to allow international travel to Canada without board approval
- Assignment for review of conflicts of interest to the ethics officer
- Addition of authorization for certain complimentary passes
- Non-statutory updates to the budget development process
- Updates to the Transit-Oriented Communities (TOC) process and timelines

longi mentioned a formatting error in the packet that should have stricken the entire sentence in Board Policy 1.1 (II)(B)(2).

Discussion ensued. Questions regarding travel to Canada no longer requiring board approval and on whether a distinction in the policy is needed for TOC vs. Transit-Oriented Development (TOD) were posed by the board and answered by longi. A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this resolution be approved. The motion carried by the following vote:

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

8. Contracts, Disbursements and Grants

a. Contract: Operator Restroom - Millcreek Station (Calvin L. Wadsworth Construction Company, LLC)

Jared Scarbrough, UTA Director of Capital Design & Construction, requested the board approve a not-to-exceed \$618,552.86 contract with Calvin L. Wadsworth Construction Company, LLC for installation of a prefabricated operator restroom facility at the TRAX Millcreek Station.

Discussion ensued. Questions on HVAC for the facility were posed by the board and answered by Scarbrough.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this contract be approved. The motion carried by a unanimous vote.

b. Change Order: Onsite Wellness Clinic Services Amendment No. 4 - Increase Not-to-Exceed Amount (CareATC, Inc.)

Ann Green-Barton, UTA Chief People Officer, was joined by Lorin Simpson, UTA Acting Director of Total Rewards.

Simpson requested the board approve a not-to-exceed \$258,967.86 change order to the contract with CareATC, Inc. for additional monthly pass-through costs in services, as well as costs associated with furnishing and providing services at the Mount Timpanogos health suite. The total contract value, including the change order, is \$12,358,967.86.

Discussion ensued. Questions on the Mount Timpanogos facility overages, contract term, and employee utilization of clinic services were posed by the board and answered by staff.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this change order be approved. The motion carried by a unanimous vote.

c. Change Order: On-Call Systems Maintenance Contract Task Order #25-009 - 1300 South Pedestrian Crossing and Queue Cutter (Rocky Mountain System Services)

Jared Scarbrough requested the board approve a \$277,608.48 task order to the on-call contract with Rocky Mountain System Services for the installation of a new pedestrian crossing and queue cutter at 1300 South in Salt Lake City. The total contract value, including the change order, is \$8,275,011.33. Costs will be reimbursed to UTA by Salt Lake City and the Utah Department of Transportation.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this change order be approved. The motion carried by a unanimous vote.

9. Service and Fare Approvals

a. Fare Agreement: Special Events Agreement for Ogden Twilight Concert Series (Ogden Twilight LLC)

Monica Howe, UTA Fares Director, requested the board approve a \$13,180 special events pass agreement with Ogden Twilight LLC for the 2025 Ogden Twilight Concert Series.

Discussion ensued. Questions on communications for which concerts are eligible for ticket-as-fare and anticipated ridership were posed by the board and answered by Howe.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this special events agreement be approved. The motion carried by a unanimous vote.

b. Fare Agreement: Education Pass (Weber State University)

Monica Howe requested the board approve a \$635,510 education pass agreement with Weber State University. The contract has a one-year term.

Discussion ensued. A question on the one-year contract term was posed by the board and answered by Howe.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this education pass agreement be approved. The motion carried by a unanimous vote.

c. **Service Agreement: Trolley Bus Service Agreement Amendment 1 - Reinstatement and Amendment of Expired Contract Agreement (Ogden City Corporation)**

Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, was joined by Jaron Robertson, UTA Director of Planning.

Robertson requested the board ratify an \$89,353 amendment to the contract with Ogden City Corporation to extend the zero-fare operation of route 601 through April 14, 2026 (Change Day). The total contract value, including the amendment, is \$176,103.

Discussion ensued. Questions on the terms of the contract and future intentions for the route were posed by the board and answered by staff.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this amendment be approved. The motion carried by a unanimous vote.

10. Discussion Items

a. **Facility Strategic Plan**

David Hancock, UTA Chief Services Officer, was joined by Paul Drake, UTA Director of Real Estate & Transit-Oriented Development.

Drake provided an update on the UTA Facility Strategic Plan project. He highlighted needs at the Jordan River Rail Service Center as an example of information contained in the plan and described next steps in the facility development process.

Discussion ensued which centered on the following topics:

- Alignment with the UTA 5-year Capital Plan
- Accessibility of facilities data
- Facilities hidden costs
- Seismic evaluations
- Occupancy assessments
- Facilities evaluation (i.e., renovate vs. new build)

Chair Christensen suggested making facilities information available to the board and to the public, as appropriate. He also requested an in-depth review of major facilities over time in board meetings.

11. Other Business

- a. Next Meeting: Wednesday, June 11th, 2025, at 9:00 a.m.

12. Closed Session**a. Strategy Session to Discuss:**

- Pending or Reasonably Imminent Litigation.
- Purchase, Exchange, or Lease of Real Property (Utah Code 52-4-205 (1) (d))
- Sale of Real Property (Utah Code 52-4-205 (1) (e))

Chair Christensen indicated there were matters to be discussed in closed session relating to pending or reasonably imminent litigation, the purchase, exchange or lease of real property, and the sale of real property. A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, for a closed session. The motion carried by a unanimous vote.

Chair Christensen called for a recess at 10:19 a.m.

The meeting reconvened in closed session at 10:32 a.m.

13. Open Session

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to return to open session. The motion carried by a unanimous vote and the meeting resumed at 11:09 a.m.

14. Adjourn

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to adjourn the meeting. The motion carried by a unanimous vote and the meeting adjourned at 11:09 a.m.

Transcribed by Cathie Griffiths
Executive Assistant to the Board Chair
Utah Transit Authority

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials or audio located at <https://www.utah.gov/pmn/sitemap/notice/997387.html> for entire content. Meeting materials, along with a time-stamped video recording, are also accessible at https://rideuta.granicus.com/player/clip/367?view_id=1&redirect=true.

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

Approved Date:

Carlton J. Christensen
Chair, Board of Trustees



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/11/2025

TO: Board of Trustees
FROM: Jay Fox, Executive Director
PRESENTER(S): Jay Fox, Executive Director

TITLE:

Executive Director Report

- UTA hosts National Transit Institute (NTI) Transit Academy June 2-6, 2025
- Passing of Cindy Terwilliger, FTA Region VIII Regional Administrator

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

Jay Fox, Executive Director, will provide information on the following topics:

- UTA hosts National Transit Institute (NTI) Transit Academy June 2-6, 2025
- Passing of Cindy Terwilliger, FTA Region VIII Regional Administrator



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/11/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jay Fox, Executive Director
PRESENTER(S): Jay Fox, Executive Director

TITLE:

Strategic Plan Minute: Exceeding Customer Expectations - Establishing Customer Experience Baseline: Legal Services Survey

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

At the end of 2022, UTA adopted its 2022-2030 Strategic Goals and Objectives. The strategic minute provides an update on one of the five UTA strategic priorities - Quality of Life, Customer Experience, Organizational Excellence, Community Support, and Economic Return.

DISCUSSION:

This strategic minute highlights our strategic priority; Exceeding Customer Expectations. UTA strives for all our customers to have an amazing experience and that includes our internal customers. This strategic initiative is owned by our legal team who are contracted through the attorney general's office. While our partners from the attorney general's office are not required to participate in UTA's organizational excellence management systems they have opted to apply our systems to their work. They have a strategic initiative to conduct a customer survey, establish a benchmark by mid-year and work towards improving their services and experiences based on feedback received from their customers. This report highlights milestones that have been completed.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/11/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Viola Miller, Chief Financial Officer
Brad Armstrong, Director Budget & Financial Strategy

TITLE:

Financial Report - April 2025

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expenses to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual reports to be included in the monthly financial report. The April 2025 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided is the monthly Board Dashboard which summarizes key information from the April 2025 Monthly Financial Statements.

DISCUSSION:

At the June 11, 2025, meeting, the Chief Financial Officer will review the Board Dashboard key items, passenger revenues, sales tax collections, operating expense variances, and capital budget status. The Chief Financial Officer will also present key metrics in Accounting, Supply Chain, and Fares and receive questions from the Board of Trustees.

ALTERNATIVES:

N/A

FISCAL IMPACT:













N/A

ATTACHMENTS:

- April 2025 Board Dashboard
- April 2025 Monthly Financial Statements

Utah Transit Authority

Board Dashboard: Apr 30, 2025

Financial Metrics	Apr Actual	Apr Budget	Fav / (Unfav)	%	YTD Actual	YTD Budget	Fav / (Unfav)	%
Sales Tax (Mar '25 mm \$)	\$ 49.2	\$ 44.2	\$ 4.96	 11.2%	\$ 123.3	\$ 116.6	\$ 6.72	 5.8%
Fare Revenue (mm)	\$ 3.1	\$ 3.2	\$ (0.11)	 -3.5%	\$ 12.6	\$ 11.9	\$ 0.74	 6.2%
Operating Exp (mm)	\$ 33.2	\$ 39.1	\$ 5.84	 14.9%	\$ 136.2	\$ 154.8	\$ 18.62	 12.0%
Subsidy Per Rider (SPR)	\$ 8.51	\$ 10.21	\$ 1.70	 16.7%	\$ 8.96	\$ 10.21	\$ 1.25	 12.2%
UTA Diesel Price (\$/gal)	\$ 2.38	\$ 3.60	\$ 1.22	 34.0%	\$ 2.38	\$ 3.60	\$ 1.22	 34.0%
Operating Metrics	Apr Actual	Apr-24	F / (UF)	%	YTD Actual	YTD 2024	F / (UF)	%
Ridership (mm)	3.54	3.50	0.0	 1.3%	13.79	13.35	0.4	 3.3%
Energy Cost by Type (Monthly Avg YTD)								
	Diesel Bus (Cost per Mile)				\$ 0.49			
	Diesel CR (Cost per Mile)				\$ 3.63			
	Unleaded Gas (Cost per Mile)				\$ 0.55			
	CNG (Cost per Mile)				\$ 0.41			
	Bus Propulsion Power (Cost per Mile)				\$ 0.44			
	TRAX Propulsion Power (Cost per Mile)				\$ 0.56			

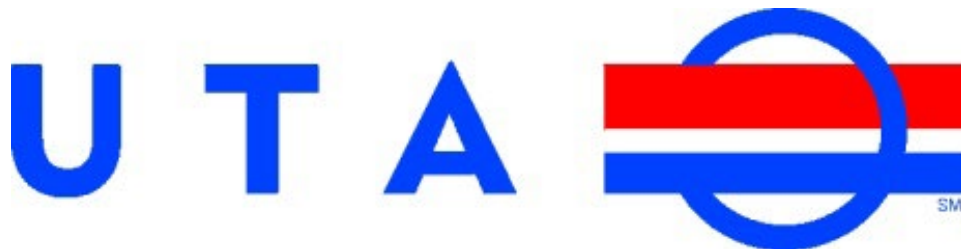
"Sales Tax" lists the amount of sales tax revenue received for the month listed in bold. All other data reflects the month listed in the table title.

Utah Transit Authority

Financial Statement

(Unaudited)

April 30, 2025



KEY ITEM REPORT
(UNAUDITED)
As of April 30, 2025

EXHIBIT 1-1

	2025 YTD ACTUAL	2025 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (13,362,946)	\$ (5,948,172)	\$ 7,414,773	125%
2 Operating Expenses	136,152,086	76,501,175	(59,650,911)	-78%
3 Net Operating Income (Loss)	(122,789,140)	(70,553,003)	(52,236,137)	-74%
4 Capital Revenue	(9,425,400)	(30,431,333)	(21,005,934)	-69%
5 Capital Expenses	-	-	-	#DIV/0!
6 Net Capital Income (Loss)	9,425,400	30,431,333	(21,005,934)	69%
7 Sales Tax	(158,429,827)	(156,664,936)	1,764,891	1%
8 Other Revenue	(17,802,711)	(30,773,000)	(12,970,289)	-42%
9 Debt Service	19,243,729	25,912,759	6,669,030	26%
10 Sale of Assets	(138,516)	-	138,516	
11 Net Non-Operating Income (Loss)	157,127,325	161,525,177	(4,397,852)	-3%
12 Contribution to Cash Balance	\$ 43,763,585	\$ 121,403,508	\$ (77,639,923)	64%
13 Amortization	3,302,331			
14 Depreciation	45,054,678			
15 Total Non-cash Items	\$ 48,357,009			

STATISTICS

RIDERSHIP

2024 YE Actual	Apr 2025	Apr 2024	Difference	2025 YTD	2024 YTD	Difference
16 40,478,945	3,543,102	3,497,491	45,611	13,789,669	13,346,211	443,458

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 136,152,086
18 Less: Passenger Revenue	- (12,646,279)
19 Subtotal	123,505,807
20 Divided by: Ridership	÷ 13,789,669
21 Subsidy per Rider	<u>\$ 8.96</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of April 30, 2025

EXHIBIT 1-2

BALANCE SHEET

Change

	4/30/2025	4/30/2024	
CURRENT ASSETS			
1 Cash	\$ 17,864,161	\$ 12,087,492	48%
2 Investments (Unrestricted)	331,616,884	474,958,124	-30%
3 Investments (Restricted)	157,111,973	164,030,668	-4%
4 Receivables	103,152,804	109,979,509	-6%
5 Receivables - Federal Grants	3,050,892	1,436,887	112%
6 Inventories	50,127,416	44,748,760	12%
7 Prepaid Expenses	1,456,584	1,154,349	26%
8 TOTAL CURRENT ASSETS	\$ 664,380,715	\$ 808,395,789	
9 Property, Plant & Equipment (Net)	2,901,002,683	2,920,813,038	-1%
10 Other Assets	157,217,532	156,654,547	0%
11 TOTAL ASSETS	\$ 3,722,600,929	\$ 3,885,863,374	
12 Current Liabilities	127,950,013	69,771,294	83%
14 Net Pension Liability	142,283,669	142,283,669	0%
15 Outstanding Debt	2,277,876,056	2,324,461,096	-2%
16 Net Investment in Capital Assets	745,642,955	792,964,859	-6%
17 Restricted Net Position	151,766,262	117,402,871	29%
18 Unrestricted Net Position	277,081,974	438,979,586	-37%
19 TOTAL LIABILITIES & EQUITY	\$ 3,722,600,929	\$ 3,885,863,374	

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES			
20 2018 Bond Proceeds	67	\$ 64	6%
21 2019 Bond Proceeds	4,730	701,639	-99%
22 Debt Service Interest Payable	79,890,276	71,920,362	11%
23 Risk Contingency Fund	8,177,922	8,154,501	0%
24 Catastrophic Risk Reserve Fund	1,173,502	1,147,113	2%
25 Box Elder County ROW (sales tax)	4,979,979	3,278,330	52%
26 Utah County 4th Qtr (sales tax)	27,535,934	16,547,013	66%
27 Amounts held in escrow	31,742,032	62,273,743	-49%
28 TOTAL RESTRICTED RESERVES	\$ 153,504,442	\$ 164,022,765	
DESIGNATED GENERAL AND CAPITAL RESERVES			
29 General Reserves	\$ 80,300,000	72,100,000	
30 Service Sustainability Reserves	13,400,000	12,017,000	
31 Capital Reserve	66,900,000	46,541,000	
32 Debt Reduction Reserve	30,000,000	30,000,000	
33 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	\$ 190,600,000	\$ 160,658,000	
34 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 344,104,442	\$ 324,680,765	

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of April 30, 2025
EXHIBIT 1-3
REVENUE & EXPENSES

	ACTUAL Apr-25	ACTUAL Apr-24	YTD 2025	YTD 2024
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,053,843)	\$ (3,044,525)	\$ (12,646,279)	\$ (13,429,667)
2 Advertising Revenue	(179,167)	(181,667)	(716,667)	(568,667)
3 TOTAL OPERATING REVENUE	\$ (3,233,009)	\$ (3,226,192)	\$ (13,362,946)	\$ (13,998,334)
OPERATING EXPENSE				
4 Bus Service	\$ 12,022,321	\$ 11,181,280	\$ 50,254,895	\$ 46,564,856
5 Commuter Rail	2,314,386	2,398,945	8,705,013	9,646,719
6 Light Rail	3,611,993	3,611,854	16,147,714	15,612,233
7 Maintenance of Way	1,109,657	1,771,280	6,364,001	7,012,631
8 Paratransit Service	2,465,604	2,332,178	9,979,712	9,399,415
9 RideShare/Van Pool Services	295,853	200,217	1,272,443	984,098
10 Microtransit	1,800,943	1,157,051	4,488,084	2,287,463
11 Operations Support	5,060,689	5,087,370	20,563,907	21,666,770
12 Administration	4,538,963	3,950,432	18,376,317	16,124,658
13 Non-Departmental	-	-	-	-
14 TOTAL OPERATING EXPENSE	\$ 33,220,410	\$ 31,690,608	\$ 136,152,086	\$ 129,298,843
15 NET OPERATING (INCOME) LOSS	\$ 29,987,400	\$ 28,464,416	\$ 122,789,140	\$ 115,300,509
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	(1,440,134)	(2,247,577)	(6,388,919)	(9,804,590)
17 Sales Tax Revenue ¹	(40,540,655)	(40,251,250)	(158,429,827)	(157,842,068)
18 Other Revenue	(1,234,070)	(686,737)	(4,907,249)	(2,801,931)
19 Fed Operations/Preventative Maint. Revenue	-	6,263	(6,506,543)	38,295
20 Bond Interest	4,267,425	6,069,913	18,100,667	24,279,653
21 Bond Interest UTCT	139,793	148,357	584,864	593,428
22 Bond Cost of Issuance/Fees	-	-	(23,500)	45,150
23 Lease Interest	192	-	581,697	503,803
24 Sale of Assets	181,349	(41,750)	(138,516)	(133,325)
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (38,626,102)	\$ (37,002,781)	\$ (157,127,325)	\$ (145,121,585)
26 CONTRIBUTION TO RESERVES	\$ 8,638,702	\$ 8,538,365	\$ 34,338,185	\$ 29,821,076
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(344,047)	(339,685)	(1,376,187)	(1,358,741)
28 Bond Refunding Cost Amortization	1,102,053	1,242,599	4,408,213	4,970,394
29 Future Revenue Cost Amortization	67,576	67,577	270,305	270,305
30 Depreciation	10,018,044	11,345,992	45,054,678	46,047,322
31 NET OTHER EXPENSES (NON-CASH)	\$ 10,843,627	\$ 12,316,483	\$ 48,357,009	\$ 49,929,280

¹ Current Year Sales Taxes YTD Include Actuals Plus Two Prior Month Accruals

BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of April 30, 2025

EXHIBIT 1-4

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Apr-25	Apr-25	FAVORABLE	FAVORABLE
			(UNFAVORABLE)	(UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (3,053,843)	\$ (3,163,530)	\$ (109,687)	-3%
2 Advertising Revenue	(179,167)	(195,917)	(16,750)	-9%
3 TOTAL OPERATING REVENUE	\$ (3,233,009)	\$ (3,359,447)	\$ (126,437)	-4%
OPERATING EXPENSE				
4 Bus Service	\$ 12,022,321	13,630,856	\$ 1,608,535	12%
5 Commuter Rail	2,314,386	2,721,031	406,645	15%
6 Light Rail	3,611,993	4,287,516	675,523	16%
7 Maintenance of Way	1,109,657	1,910,365	# 800,708	42%
8 Paratransit Service	2,465,604	2,504,719	# 39,115	2%
9 RideShare/Van Pool Services	295,853	336,139	# 40,286	12%
10 Microtransit	1,800,943	1,400,877	# (400,066)	-29%
11 Operations Support	5,060,689	5,427,473	# 366,784	7%
12 Administration	4,538,963	6,839,770	2,300,807	34%
13 Non-Departmental	-	-	-	
14 TOTAL OPERATING EXPENSE	\$ 33,220,410	\$ 39,058,745	\$ 5,838,336	15%
15 NET OPERATING (INCOME) LOSS	\$ 29,987,400	\$ 35,699,299	\$ 5,711,899	-16%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (1,440,134)	\$ (423,750)	\$ 1,016,384	240%
17 Sales Tax Revenue	(40,540,655)	(40,081,257)	459,398	1%
18 Other Revenue	(1,234,070)	(1,235,500)	(1,430)	0%
19 Fed Operations/Preventative Maint. Revenue	-	(6,034,000)	(6,034,000)	-100%
20 Bond Interest	4,267,425	6,049,457	1,782,032	29%
21 Bond Interest UTCT	139,793	139,793	0	0%
22 Bond Cost of Issuance/Fees	-	6,500	6,500	100%
23 Lease Interest	192	283,303	283,111	100%
24 Sale of Assets	181,349	-	(181,349)	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (38,626,102)	\$ (41,295,455)	\$ (2,669,353)	-6%
26 CONTRIBUTION TO RESERVES	\$ 8,638,702	\$ 5,596,157		

**BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)
As of April 30, 2025**

EXHIBIT 1-4A

CURRENT MONTH

		ACTUAL	BUDGET	VARIANCE	%
		Apr-25	Apr-25	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE					
1	Board of Trustees	\$ 239,538	\$ 314,069	\$ 74,531	24%
2	Executive Director	666,670	628,222	(38,448)	-6%
3	Chief Communication Officer	228,847	403,498	174,651	43%
4	Chief Planning and Engagement Off	2,471,637	2,275,405	(196,232)	-9%
5	Chief Finance Officer	1,163,327	1,622,471	459,144	28%
6	Chief Operating Officer	25,174,245	29,010,661	3,836,416	13%
7	Chief People Officer	860,028	1,153,978	293,950	25%
8	Chief Development Officer	626,295	677,787	51,492	8%
9	Chief Enterprise Strategy Officer	1,789,830	2,972,654	1,182,824	40%
10	Non-Departmental	(8)	-	8	
11	TOTAL OPERATING EXPENSE	\$ 33,220,409	\$ 39,058,745	\$ 5,838,336	15%

YEAR TO DATE

		ACTUAL	BUDGET	VARIANCE	%
		Apr-24	Apr-24	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING EXPENSE					
12	Board of Trustees	\$ 948,135	\$ 1,256,276	\$ 308,141	25%
13	Executive Director	1,964,914	2,512,888	547,974	22%
14	Chief Communication Officer	840,160	1,613,992	773,832	48%
15	Chief Planning and Engagement Off	7,643,572	9,159,121	1,515,549	17%
16	Chief Finance Officer	4,958,600	6,481,744	1,523,144	23%
17	Chief Operating Officer	107,137,746	115,876,137	8,738,391	8%
18	Chief People Officer	3,265,990	4,615,912	1,349,922	29%
19	Chief Development Officer	2,159,625	2,723,648	564,023	21%
20	Chief Enterprise Strategy Officer	8,453,323	10,319,538	1,866,215	18%
21	Non-Departmental	52	214,504	214,452	100%
22	TOTAL OPERATING EXPENSE	\$ 137,372,117	\$ 154,773,760	\$ 17,401,643	11%

BUDGET TO ACTUAL REPORT
(UNAUDITED)
As of April 30, 2025

EXHIBIT 1-5

YEAR TO DATE

	ACTUAL	BUDGET	VARIANCE	%
	Apr-25	Apr-25	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (12,646,279)	\$ (11,906,002)	\$ 740,277	6%
2 Advertising Revenue	(716,667)	(783,667)	(67,000)	-9%
3 TOTAL OPERATING REVENUE	\$ (13,362,946)	\$ (12,689,669)	\$ 673,277	5%
OPERATING EXPENSE				
4 Bus Service	\$ 50,249,261	\$ 53,612,220	\$ 3,362,959	6%
5 Commuter Rail	8,705,013	10,884,124	2,179,111	20%
6 Light Rail	16,149,887	17,150,064	1,000,177	6%
7 Maintenance of Way	6,368,192	7,641,447	1,273,255	17%
8 Paratransit Service	9,979,712	9,978,582	(1,131)	0%
9 RideShare/Van Pool Services	1,272,443	1,344,556	72,113	5%
10 Microtransit	4,488,117	5,603,508	1,115,391	20%
11 Operations Support	20,556,215	22,627,558	2,071,343	9%
12 Administration	18,383,247	25,717,197	7,333,950	29%
13 Non-Departmental	-	214,504	214,504	100%
14 TOTAL OPERATING EXPENSE	\$ 136,152,086	\$ 154,773,760	\$ 18,621,674	12%
15 NET OPERATING (INCOME) LOSS	\$ 122,789,140	\$ 142,084,091	\$ 19,294,951	14%
NON-OPERATING EXPENSE (REVENUE)				
16 Investment Revenue	\$ (6,388,919)	\$ (1,695,000)	\$ 4,693,919	277%
17 Sales Tax Revenue	(158,429,827)	(156,664,936)	1,764,891	1%
18 Other Revenue	(4,907,249)	(4,942,000)	(34,751)	-1%
19 Fed Operations/Preventative Maint. Revenue	(6,506,543)	(24,136,000)	(17,629,457)	-73%
20 Bond Interest	18,100,667	24,197,826	6,097,159	25%
21 Bond Interest UTCT	584,864	559,171	(25,693)	-5%
22 Bond Cost of Issuance/Fees	(23,500)	22,550	46,050	204%
23 Lease Interest	581,697	1,133,212	551,514	49%
24 Sale of Assets	(138,516)	-	138,516	
25 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (157,127,325)	\$ (161,525,177)	\$ (4,397,852)	-3%
26 CONTRIBUTION TO RESERVES	\$ 34,338,185	\$ 19,441,086		

**CAPITAL PROJECTS
(UNAUDITED)
As of April 30, 2025**

EXHIBIT 1-6

	2025 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 Capital Services	\$ 42,963,669	\$ 276,029,000	15.6%
2 Enterprise Strategy	1,690,665	15,809,000	10.7%
3 Executive Director (Safety)	276,753	1,996,000	13.9%
4 Finance	1,643,052	21,211,000	7.7%
5 Operations	393,603	9,700,000	4.1%
6 People	1,409,170	2,145,000	65.7%
7 Planning & Engagement	105,625	3,341,000	3.2%
9			
TOTAL	\$ 48,482,537	\$ 330,231,000	14.7%
10 REVENUES			
11 GRANT	\$ 19,962,050	\$ 127,571,000	15.6%
12 STATE CONTRIBUTION	5,133,396	45,619,000	11.3%
13 LEASES (PAID TO DATE)	8,702,039	32,652,000	26.7%
14 BONDS		23,055,000	0.0%
15 LOCAL PARTNERS	2,629,826	5,020,000	52.4%
16 UTA FUNDING	12,055,226	96,314,000	12.5%
TOTAL	\$ 48,482,537	\$ 330,231,000	14.7%

**FAREBOX RECOVERY & SPR
(UNAUDITED)**

EXHIBIT 1-7

As of April 30, 2025

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Apr-25	Apr-24	2025	2024
UTA				
Fully Allocated Costs	33,220,410	31,690,608	136,153,417	129,298,843
Passenger Farebox Revenue	3,053,843	3,044,525	12,646,279	13,429,667
Passengers	3,543,102	3,497,491	13,789,669	13,346,211
Farebox Recovery Ratio	9.2%	9.6%	9.3%	10.4%
Actual Subsidy per Rider	\$8.51	\$8.19	\$8.96	\$8.68
BUS SERVICE				
Fully Allocated Costs	16,695,785	15,566,004	69,205,856	64,877,635
Passenger Farebox Revenue	1,263,620	1,402,418	5,615,484	5,408,461
Passengers	1,706,030	1,672,877	6,878,150	6,699,242
Farebox Recovery Ratio	7.6%	9.0%	8.1%	8.3%
Actual Subsidy per Rider	\$9.05	\$8.47	\$9.25	\$8.88
LIGHT RAIL SERVICE				
Fully Allocated Costs	7,093,804	7,522,950	31,877,078	31,540,735
Passenger Farebox Revenue	721,710	742,942	2,684,375	2,597,115
Passengers	1,218,187	1,260,782	4,534,997	4,461,484
Farebox Recovery Ratio	10.2%	9.9%	8.4%	8.2%
Actual Subsidy per Rider	\$5.23	\$5.38	\$6.44	\$6.49
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,980,693	4,060,085	15,727,774	16,626,021
Passenger Farebox Revenue	421,996	494,644	1,575,079	1,788,343
Passengers	354,580	337,515	1,369,922	1,315,700
Farebox Recovery Ratio	10.6%	12.2%	10.0%	10.8%
Actual Subsidy per Rider	\$10.04	\$10.56	\$10.33	\$11.28
MICROTRANSIT				
Fully Allocated Costs	1,926,480	1,275,925	4,997,410	2,785,449
Passenger Farebox Revenue	57,559	14,984	211,380	108,116
Passengers	55,207	46,570	211,669	180,036
Farebox Recovery Ratio	3.0%	1.2%	4.2%	3.9%
Actual Subsidy per Rider	\$33.85	\$27.08	\$22.61	\$14.87
PARATRANSIT				
Fully Allocated Costs	2,887,519	2,746,769	11,693,576	11,168,572
Passenger Farebox Revenue	262,836	59,312	1,102,924	2,214,491
Passengers	85,371	84,939	321,443	320,573
Farebox Recovery Ratio	9.1%	2.2%	9.4%	19.8%
Actual Subsidy per Rider	\$30.74	\$31.64	\$32.95	\$27.93
RIDESHARE				
Fully Allocated Costs	636,129	518,875	2,651,721	2,300,430
Passenger Farebox Revenue	326,122	330,225	1,457,036	1,313,141
Passengers	123,727	94,808	473,488	369,176
Farebox Recovery Ratio	51.3%	63.6%	54.9%	57.1%
Actual Subsidy per Rider	\$2.51	\$1.99	\$2.52	\$2.67

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Apr-25	Apr-24	2025	2024
FULLY ALLOCATED COSTS				
Bus Service	\$16,695,785	\$15,566,004	\$69,205,856	\$64,877,635
Light Rail Service	\$7,093,804	\$7,522,950	\$31,877,078	\$31,540,735
Commuter Rail Service	\$3,980,693	\$4,060,085	\$15,727,774	\$16,626,021
Microtransit	\$1,926,480	\$1,275,925	\$4,997,410	\$2,785,449
Paratransit	\$2,887,519	\$2,746,769	\$11,693,576	\$11,168,572
Rideshare	\$636,129	\$518,875	\$2,651,721	\$2,300,430
UTA	\$33,220,410	\$31,690,608	\$136,153,415	\$129,298,842
PASSENGER FAREBOX REVENUE				
Bus Service	\$1,263,620	\$1,402,418	\$5,615,484	\$5,408,461
Light Rail Service	\$721,710	\$742,942	\$2,684,375	\$2,597,115
Commuter Rail Service	\$421,996	\$494,644	\$1,575,079	\$1,788,343
Microtransit	\$57,559	\$14,984	\$211,380	\$108,116
Paratransit	\$262,836	\$59,312	\$1,102,924	\$2,214,491
Rideshare	\$326,122	\$330,225	\$1,457,036	\$1,313,141
UTA	\$3,053,843	\$3,044,525	\$12,646,278	\$13,429,667
PASSENGERS				
Bus Service	1,706,030	1,672,877	6,878,150	6,699,242
Light Rail Service	1,218,187	1,260,782	4,534,997	4,461,484
Commuter Rail Service	354,580	337,515	1,369,922	1,315,700
Microtransit	55,207	46,570	211,669	180,036
Paratransit	85,371	84,939	321,443	320,573
Rideshare	123,727	94,808	473,488	369,176
UTA	3,543,102	3,497,491	13,789,669	13,346,211
FAREBOX RECOVERY RATIO				
Bus Service	7.6%	9.0%	8.1%	8.3%
Light Rail Service	10.2%	9.9%	8.4%	8.2%
Commuter Rail Service	10.6%	12.2%	10.0%	10.8%
Microtransit	3.0%	1.2%	4.2%	3.9%
Paratransit	9.1%	2.2%	9.4%	19.8%
Rideshare	51.3%	63.6%	54.9%	57.1%
UTA	9.2%	9.6%	9.3%	10.4%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$9.05	\$8.47	\$9.25	\$8.88
Light Rail Service	\$5.23	\$5.38	\$6.44	\$6.49
Commuter Rail Service	\$10.04	\$10.56	\$10.33	\$11.28
Microtransit	\$33.85	\$27.08	\$22.61	\$14.87
Paratransit	\$30.74	\$31.64	\$32.95	\$27.93
Rideshare	\$2.51	\$1.99	\$2.52	\$2.67
UTA	\$8.51	\$8.19	\$8.96	\$8.68

**SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)**

EXHIBIT 1-9

As of April 30, 2025

Classification	Total	Current	31-60 Days	61-90 Days	90-120 Days	Over 120 Days
1 Federal Grants Government ¹	\$ 318,932	\$ 318,932	-	-	-	-
2 Sales Tax Contributions	77,596,421	45,534,383	\$ 32,062,038	-	-	-
3 Warranty Recovery	1,474,279	1,474,279	-	-	-	-
4 Build America Bond Subsidies	-	-	-	-	-	-
5 Product Sales and Development	2,136,327	513,473	83,641	658,626	7,207	873,381
6 Pass Sales	29,792	123,418	46,074	(34,723)	43	(105,020)
7 Property Management	197,091	64,151	-	-	5,815	127,125
8 Vanpool/Rideshare	223,207	78,427	41,569	33,360	29,326	40,526
9 Salt Lake City Agreement	523,919	523,919	-	-	-	-
10 Planning	-	-	-	-	-	-
11 Capital Development Agreements	9,302,105	1,210,418	-	-	7,190,282	901,404
12 Other	14,401,623	14,037,008	-	238	-	364,377
13 Total	\$ 106,203,696	\$ 63,878,408	\$ 32,233,322	\$ 657,501	\$ 7,232,672	\$ 2,201,793

Percentage Due by Aging

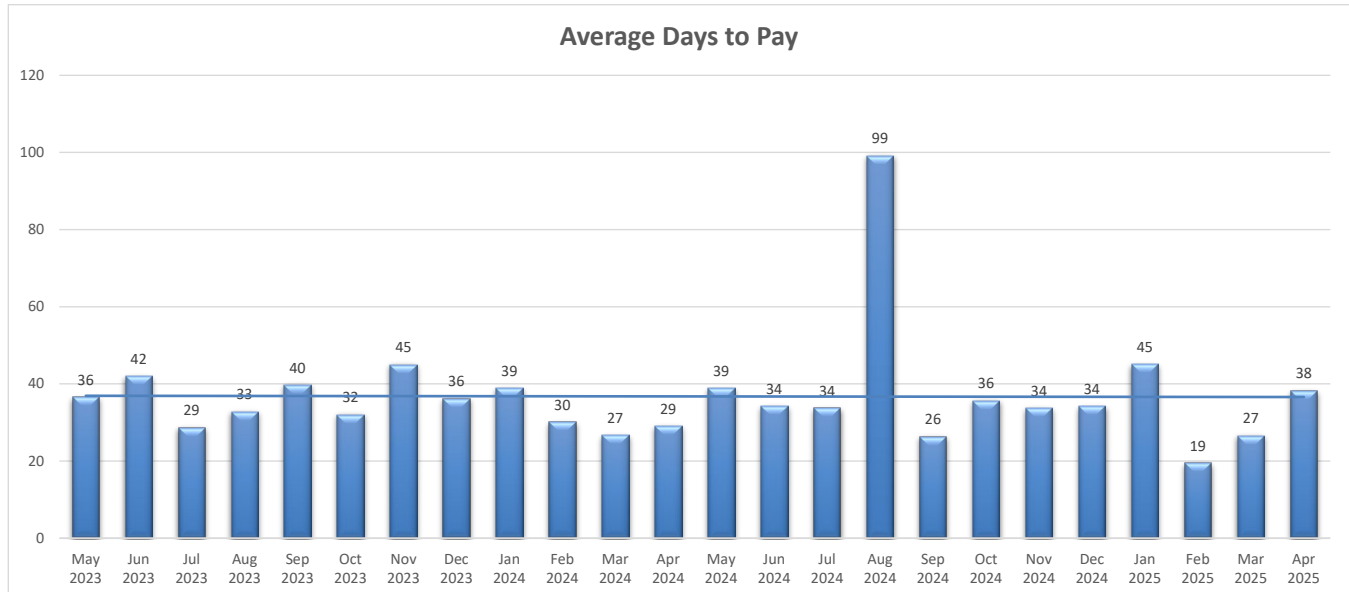
14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	58.7%	41.3%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies	0.0%	0.0%	0.0%	0.0%	0.0%
18 Product Sales and Development	24.0%	3.9%	30.8%	0.3%	40.9%
19 Pass Sales	414.3%	154.7%	-116.6%	0.1%	-352.5%
20 Property Management	32.5%	0.0%	0.0%	3.0%	64.5%
21 Vanpool/Rideshare	35.1%	18.6%	14.9%	13.1%	18.2%
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23 Planning					
24 Capital Development Agreements	13.0%	0.0%	0.0%	77.3%	9.7%
25 Other	97.5%	0.0%	0.0%	0.0%	2.5%
26 Total	60.1%	30.4%	0.6%	6.8%	2.1%

¹ Federal preventive maintenance funds and federal RideShare funds

**SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
FROM JAN 1, 2025 THROUGH JAN 31, 2025
(UNAUDITED)**

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
233803 MANAGEMENT SERVICES CONSULTANT	4/3/2025	AECOM Technical Services, Inc.	903415	4/3/2025	(200,087.00)
223632 MANAGEMENT SERVICES CONSULTANT	4/16/2025	AECOM Technical Services, Inc.	903588	4/16/2025	(327,346.92)
20038807 MANAGEMENT SERVICES CONSULTANT	4/9/2025	AT&T ++	389682	4/9/2025	(289,861.26)
2203601 MANAGEMENT SERVICES CONSULTANT	4/16/2025	BRASCO INTERNATIONAL, INC.	903587	4/16/2025	(250,050.00)
2203601 MANAGEMENT SERVICES CONSULTANT	4/23/2025	BRASCO INTERNATIONAL, INC.	903774	4/23/2025	(211,500.00)
203378 TPSS UPGRADE/REHAB	4/16/2025	C3M Power Systems LLC	903592	4/16/2025	(1,175,277.99)
203378 TPSS UPGRADE/REHAB	4/23/2025	C3M Power Systems LLC	903778	4/23/2025	(690,130.13)
00233797 TPSS UPGRADE/REHAB	4/9/2025	Calvin L Wadsworth Constr. Com	903489	4/9/2025	(252,643.85)
R2024-10-03 Pension Contribution	4/4/2025	Cambridge Associates, LLC.	389612	4/4/2025	(1,379,938.33)
R2024-10-03 Pension Contribution	4/18/2025	Cambridge Associates, LLC.	389921	4/18/2025	(1,273,374.21)
203384 Project Management Services	4/23/2025	HNTB Corporation	903777	4/23/2025	(594,589.19)
2303712 Cleaning	4/16/2025	MasterCorp Commercial Services	903586	4/16/2025	(240,177.66)
2003243 PARA SERVICE NORTH	4/30/2025	MV PUBLIC TRANSPORTATION	903866	4/30/2025	(325,377.00)
243813 TRAX Platform in South Jordan	4/16/2025	PAULSEN CONSTRUCTION, INC.	903591	4/16/2025	(932,083.79)
243813 TRAX Platform in South Jordan	4/30/2025	PAULSEN CONSTRUCTION, INC.	903867	4/30/2025	(346,387.76)
213530 Insurance	4/17/2025	PEHP (Use for Admin)	903606	4/17/2025	(289,972.85)
2403872 Fuel	4/3/2025	RHINEHART OIL CO., INC.	903417	4/3/2025	(469,471.76)
2403872 Fuel	4/9/2025	RHINEHART OIL CO., INC.	903490	4/9/2025	(505,114.77)
2403872 Fuel	4/23/2025	RHINEHART OIL CO., INC.	903776	4/23/2025	(418,151.36)
2403872 Fuel	4/30/2025	RHINEHART OIL CO., INC.	903869	4/30/2025	(435,808.49)
R2024-10-03 UTILITIES	4/2/2025	ROCKY MOUNTAIN POWER	389547	4/2/2025	(878,822.20)
00172226 UTILITIES	4/9/2025	ROCKY MOUNTAIN SYSTEMS SERVICE	903491	4/9/2025	(616,207.97)
213531 HEALTH INSURANCE	4/9/2025	SELECT HEALTH	903513	4/9/2025	(963,807.60)
213531 HEALTH INSURANCE	4/17/2025	SELECT HEALTH	903607	4/17/2025	(941,678.90)
02303816 LIGHT RAIL VEHICLE REPAIRS	4/9/2025	Siemens Mobility Inc	903488	4/9/2025	(249,007.51)
233786 ON-CALL MAINTENANCE	4/9/2025	Stacy and Witbeck, Inc.	903492	4/9/2025	(4,773,134.24)
233811 ON-CALL MAINTENANCE	4/16/2025	Stacy and Witbeck, Inc.	903589	4/16/2025	(466,729.20)
2438431 SUPPLIMENTAL SERVICE	4/3/2025	The Driver Provider	903416	4/3/2025	(313,378.61)
2438431 SUPPLIMENTAL SERVICE	4/30/2025	The Driver Provider	903868	4/30/2025	(372,495.24)
2303738 SOFTWARE SERVICE	4/23/2025	TRAPEZE SOFTWARE GROUP, INC.	903775	4/23/2025	(279,505.00)
01903143 PARA SERVICE SOUTH	4/23/2025	UNITED WAY COMMUNITY SERV	903773	4/23/2025	(209,366.18)
R2025-01-02 Insurance	4/4/2025	UTA/ATU JOINT INSURANCE TRUST	389633	4/4/2025	(242,020.78)
R2025-01-02 Insurance	4/18/2025	UTA/ATU JOINT INSURANCE TRUST	389943	4/18/2025	(248,139.17)
17196 Frount Runner Double track	4/16/2025	Utah Dept of Transportation (U	903590	4/16/2025	(576,976.69)
R2025-01-02 INCOME TAX	4/4/2025	UTAH ST TAX (WITHHOLDING ONLY)	389636	4/4/2025	(372,119.02)
R2025-01-02 INCOME TAX	4/18/2025	UTAH ST TAX (WITHHOLDING ONLY)	389946	4/18/2025	(338,814.55)
R2025-01-02 457 contributhin	4/4/2025	VANTAGEPOINT TRANSFER AGENTS -	389637	4/4/2025	(201,640.74)
20033995 ON DEMAND MOBILITY	4/3/2025	VIA TRANSPORTATION INC	903418	4/3/2025	(530,806.77)
203399, 2033997, ON DEMAND MOBILITY	4/23/2025	VIA TRANSPORTATION INC	903779	4/23/2025	(816,193.55)
2403822 Design Services	4/9/2025	WSP USA INC.	903487	4/9/2025	(227,971.90)





U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/11/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jeff Acerson, Board of Trustees
PRESENTER(S): Jeff Acerson, Board of Trustees

TITLE:

Pension Committee Report

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

Trustee Jeff Acerson is Chair of the Pension Committee and will discuss activities of the Pension Committee as outlined in the June 10, 2025 Pension Committee meeting.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/11/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Services Officer
PRESENTER(S): Paul Drake, Director of Real Estate & TOC

TITLE:

R2025-06-01 Resolution Approving Transit Oriented Communities Planning and Design Principles

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve resolution R2025-06-01 approving Transit Oriented Communities (TOC) planning and design principles, which include UTA's Transit Oriented Development (TOD) standards for UTA-involved projects.

BACKGROUND:

UTA is involved in Transit-Oriented Communities from initial planning efforts through implementation. To guide staff in their efforts to support communities, development partners, and other stakeholders, UTA has developed guidelines and standards. These are intended to direct the visioning, planning, design, and development of station areas and provide a means to evaluate Station Area Plans and UTA-involved developments. Board Policy 5.1 requires that the Transit-Oriented Communities ("TOC") Planning and Design Principles, including TOD Design Standards, be approved by a resolution of the Board initially and every 3 years ongoing.

DISCUSSION:

The TOC Planning and Design Principles document includes an explanation of the significance of TOCs as a growth strategy, TOC's relationship to Utah's regional growth vision, how TOCs relate to UTA, and guidelines and standards. Guidelines and standards cover principles related to connectivity, land use, site and architectural design, safety, and management. This document is intended for multiple audiences including cities, consultants, development partners, and UTA staff. They will be used to inform Station Area Planning efforts as well as a reference for Design Review Committee evaluations of Master and Site Plans for UTA-

involved development projects.

ALTERNATIVES:

This document is a required reference for Master and Site Plans for UTA-involved development projects. Board approval is necessary for those projects to progress.

The Board may request revisions to the document if necessary or approve the resolution and suggest edits to future versions.

FISCAL IMPACT:

TOC projects have generally provided a significant return to the agency. They also contribute to the economic development efforts within the affected communities and demonstrate the value created by transit investment.

ATTACHMENTS:

R2025-06-01 Resolution approving Transit Oriented Communities Planning and Design Principles (with exhibit)

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING THE TRANSIT ORIENTED COMMUNITIES
PLANNING AND DESIGN PRINCIPLES**

R2025-06-01

June 11, 2025

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 in the Utah Limited Purpose Local Government Entities – Special Districts Act and the Utah Public Transit District Act (the “Act”); and

WHEREAS, pursuant to the authority granted to large public transit districts under Utah Code §17B-2a-804 to establish, finance, construct and operate transit-oriented developments (“TODs”), the Board of the Authority (“the Board”) finds it necessary to implement planning principles and design standards for its transit-oriented communities (“TOCs”) that serve its transit patrons and the public; and

WHEREAS, the Authority’s TOC Planning and Design Principles provide a framework for the development of TOCs, including design standards for its TODs, and guidelines for connectivity, transit supportive land uses, and building orientation; and

WHEREAS, under Board Policy 5.1(III)(A)(3), the Board is charged with approving the TOC Planning and Design Principles by resolution initially and every three years ongoing; and

WHEREAS, the Board, having reviewed the TOC Planning and Design Principles, attached hereto as Exhibit “A”, finds it to be in the interests of the Authority and in the interests of the public to approve the same.

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

1. That the Board hereby approves the TOC Planning and Design Principles, including the TOD Design Standards, attached as Exhibit “A”.
2. That the Board hereby authorizes the Executive Director and his designee(s) to oversee the implementation of the TOC Planning and Design Principles.

3. That the corporate seal be attached hereto.

Approved and adopted on this 11th day of June, 2025.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

(Corporate Seal)

Approved As To Form:

Signed by:

0F6F046DE4724A2...
Legal Counsel

Exhibit “A”

TOC PLANNING AND DESIGN PRINCIPLES

Transit-Oriented Communities

► PLANNING & DESIGN PRINCIPLES ◀

MAY 2025





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1. Introduction: Purpose of This Document

The Utah Transit Authority (UTA) has developed and adopted the following Guidelines to guide and inspire stakeholders in the visioning, planning, design, and development of station areas. These concepts and principles provide a framework for Station Area Planning, master planning, and site and architectural design—ultimately supporting the creation of Transit Oriented Communities (TOC)—grounded in the core principles and best planning practices centered on integrating land use and transportation to create walkable, sustainable and connected communities around high-capacity transit stations.

These Guidelines also serve as a framework for UTA to evaluate Station Area Plans and proposed UTA-involved developments, providing informed recommendations to be considered by the Agency's Board of Trustees. These Guidelines are not intended to be prescriptive or exhaustive; rather, they are intended to be adapted and meaningfully interpreted in response to the specific physical and market conditions of each station area and development site.



2. Transit-Oriented Communities: A Strategy for Growth in Utah

Utah's population growth has consistently outpaced that of most other states, and over the next 30 years, the population is projected to nearly double. Yet, the developable area in Utah's key metropolitan areas is constrained by mountains, lakes, and availability of resources. Thoughtful planning centered around Transit Oriented Communities ensures that this growth can be accommodated while preserving open space and maintaining the high quality of life that makes Utah an attractive place to live, work, and raise a family. TOC principles provide a framework for managing both population and economic growth, guiding commercial development in ways that support employment opportunities, protect air quality, expand transportation options, and provide affordable housing opportunities.

Utah's rapid growth necessitates a strategic focus on identifying and cultivating key development centers. TOCs offer a proactive response to the challenges of growth by creating high-density, mixed-use hubs that improve land use efficiency, reduce dependence on automobiles, and preserve open space. By aligning these centers with existing and planned transit infrastructure, TOCs support sustainable urban expansion while enhancing the overall quality of life for residents.

TOCs promote seamless integration between land use and transportation, fostering walkable, vibrant neighborhoods with accessible amenities. This approach not only enhances daily convenience for residents but also attracts businesses, increases foot traffic, and stimulates local economic growth.

TOCs represent a critical strategy to address growth in Utah by encouraging efficient land use around existing and planned transit infrastructure, which reduces reliance on automobiles and preserves open space. TOCs will assist Utah in managing growth while maintaining the State's high quality of life.

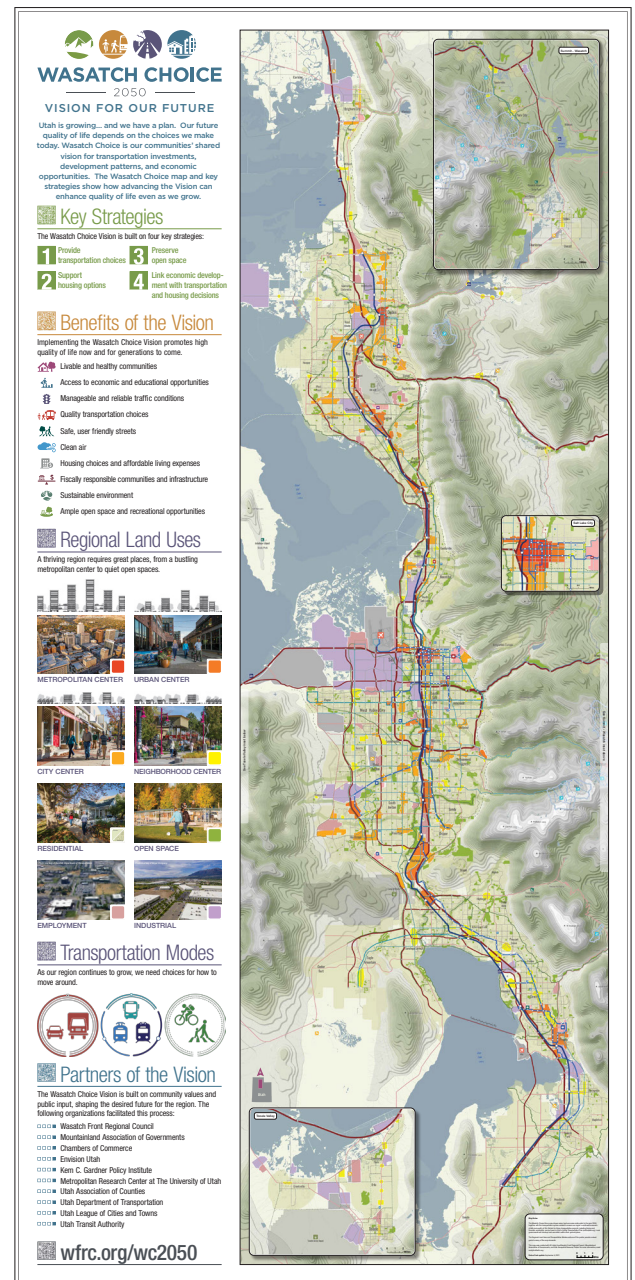




3. Supporting the Regional Growth Vision

The Wasatch Choice Vision (Vision), the Regional Transportation Plan (RTP), and the UTA's Transit Oriented Communities initiatives work together to promote sustainable and effective planning consistent with the regional goals and state mandates. These guidelines uphold the core principles of the Wasatch Choice Vision, which provides a comprehensive framework integrating transportation investments, land use, and economic development to achieve key regional goals such as sustainability, accessibility, and quality of life.

As the transportation component of this vision, the RTP outlines strategies and investments across all transportation modes to advance its objectives. By ensuring transportation planning is integrated with land use and economic strategies, these initiatives foster coordinated regional development. At the local level, UTA's TOC initiatives translate these plans into action, focusing on station area development that supports both Vision and RTP. Legislative efforts by state leaders complement these efforts by encouraging housing affordability and land use planning that supports transit oriented growth. UTA prioritizes the creation of vibrant, walkable communities around transit hubs to enhance connectivity, increase ridership, and drive economic growth. By integrating these elements, TOCs address both regional and local needs, ensuring sustainable and inclusive growth for all stakeholders.



4. Why Transit-Oriented Communities Matter to UTA

UTA's approach to property development is unique due to its role as a public transit provider. Beyond the goal of generating non fare box revenue, UTA's development activities are driven by these primary objectives:

Increase Ridership: Prioritize development projects that encourage public transit use and integrate seamlessly with the transit system. For UTA, TOCs are pivotal in boosting ridership through improved transit accessibility.

Optimize Developable Land and Support Regional Growth Vision: Focus on efficient land use that aligns with the broader regional growth strategy, fostering sustainable and community-friendly developments.

Capture Value: Ensure that developments contribute to UTA's financial stability and operational sustainability.

These objectives reflect UTA's commitment to supporting state, regional, and community efforts to optimize the benefits of growth and transportation investment.



5. Guidelines and Standards



Connectivity

Multi-modal connectivity is a critical element of successful TOCs. Auto-centric development practices have produced numerous adverse outcomes that are evident at both regional and local level, including reduced on-street activity, urban spaces lacking a sense of place, and communities where automobile use is nearly unavoidable. Such patterns can disproportionately affect vulnerable populations, including youth, the elderly, and individuals with disabilities.

Moreover, auto-centric designs have been strongly associated with public health challenges including deteriorating air quality.

Addressing these issues necessitates a comprehensive, multi-modal approach. With these guidelines, UTA seeks to accommodate access to its network by various transportation modes including pedestrian, cycling, and vehicular modes to effectively serve the increasingly diverse needs of residents of the Wasatch Front.

Pedestrian Focused Connectivity

A well-designed pedestrian experience enables and encourages people to walk to nearby amenities and transit stations. Destinations within half a mile are generally regarded within a walkable distance. Within this radius of a major transit hub, the pedestrian experience should prioritize safety, comfort, and provide an inviting and natural flow throughout the station area.

Guidelines:

- Streets should be designed to calm traffic and create a safe buffer between pedestrians and vehicles. This can be achieved through landscaping elements, including the strategic placement of street trees between sidewalks and drive aisles.
- Minimize conflict points between pedestrians, vehicles, and transit by incorporating safety measures such as curb extensions (bulb-outs) at intersections and clearly marked mid-block crossings.
- Incorporate design features that shield pedestrians from sun, wind, and precipitation. These may include vegetation, canopies, awnings, or other architectural elements that provide shelter and act as wind barriers.
- Pedestrian pathways should be direct, clearly defined, and designed for ease of use. Consistent, pedestrian-scaled wayfinding signage should be integrated throughout the site.
- Major street crossings should be signalized to ensure safe and orderly movement for all users.
- Crosswalks should be enhanced with features such as raised surfaces, contrasting materials (e.g., paving stones or stamped concrete), and high-visibility markings to improve safety, durability, and visual appeal.

- Seating should be provided along primary pedestrian walkways.
- Sidewalks should be wide enough for unimpeded movement with furniture, facilities and business street activation located outside the pedestrian zone.



Bicycle, Micromobility, and Other Active Transportation Networks

Active Transportation (AT) networks, which involve human-powered modes of travel like walking and biking, play a vital role in enhancing Transit Oriented Communities. By reducing infrastructure costs, improving accessibility and safety, and minimizing greenhouse gas emissions, AT networks offer sustainable, inclusive, and affordable transportation options. They connect homes, workplaces, and transit stations, fostering regional connectivity and significantly bolstering the viability and appeal of public transit systems. Newly constructed multi-family and office building within a TOC should program facilities that encourage active transportation.



Guidelines:

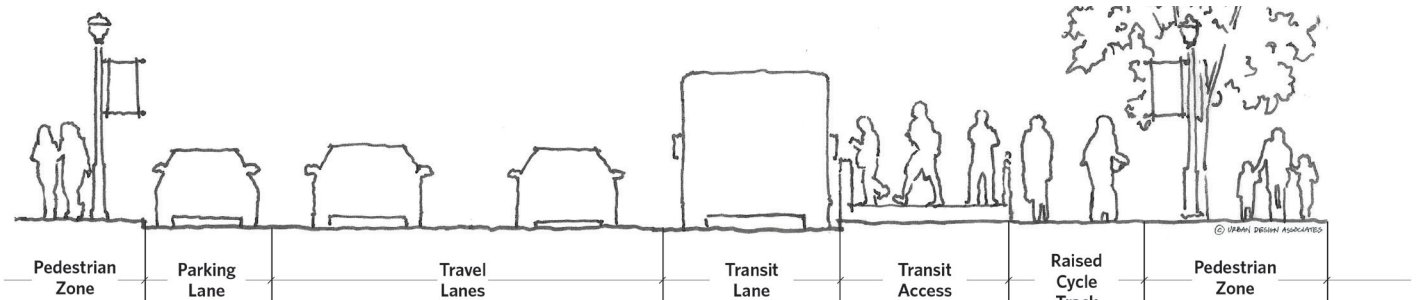
- Bicycle facilities should provide both short-term (less than 2 hours) and long-term (4+ hours) storage.
- Short-term bicycle parking must be located within 50 feet of any entrance frequented by riders.
- Bicycle facility locations should be in highly visible, adequately lit, and secure.
- Bicycle racks must support the frame and at least one wheel, enabling secure locking with a U-shaped lock.
- Designate bicycle-priority corridors that connect directly to transit stations and regional trail networks.
- Bicycle and scooter share services should be considered if offered within the community.
- Docking stations and scooter corrals must be positioned to avoid obstructing pedestrian pathways, enhancing safety and accessibility.
- Walking and biking networks must be context-driven and connected to regional pathways, ensuring seamless mobility and accessibility.
- Adherence to best practices outlined in NACTO's All Ages and Abilities Bicycle Facilities Chart and Urban Bikeway Design Guide is recommended.

Integrated Bus/Transit Infrastructure

TOCs prioritize access to public transportation, enabling seamless connectivity for residents, employees, and visitors. The accessibility of transit within a TOC is central to achieving UTA's goal of increasing ridership. By integrating bus and transit services, TOCs reduce reliance on private vehicles and facilitate efficient, multi-modal travel options. High-quality transit connectivity enhances the attractiveness to businesses and investors, decreases the need for excessive parking, and fosters economic growth through increased foot traffic and accessibility.

Guidelines:

- Any action affecting bus services must be coordinated and approved by UTA.
- Ensure direct, convenient, conflict-free pedestrian access between bus stops and rail stations.
- Design proposals should anticipate future transit network expansion and align with UTA's regional growth strategies.
- New transit facilities must anticipate both current and future system needs as defined in:
 - UTA's 5-Year Service Plan
 - UTA Long-Range Transit Plan
 - UTA Bus Stop Master Plan
- Proposed busways must safely accommodate vehicle maneuvers and meet the UTA Design Criteria Manual.
- All transit facilities must meet the specifications outlined in the UTA Design Criteria Manual, including traffic control, access, and wayfinding.



Automobile

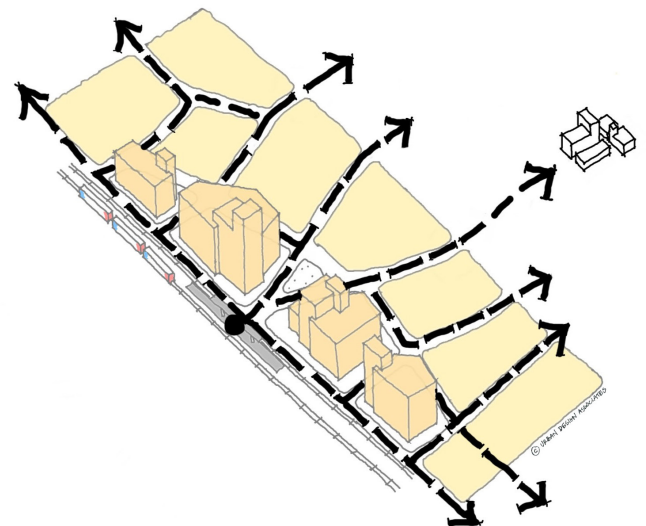
While TOCs prioritize pedestrians, active transportation, and transit users, they also consider automobile connectivity. Facilities such as Park and Ride (P&R) and drop-off areas accommodate the many riders who need to access transit by driving. Striking a balance between TOC priorities and automobile needs ensures functional, inclusive communities that support businesses, facilitate deliveries, and maintain access for emergency services, all within the framework of vibrant and well-connected urban spaces.

Guidelines:

- Streets should be configured in a grid-like system to promote multiple direct paths to destinations within the site.
- Blocks should be no longer than 250'–350' to maintain walkability and connectivity.
- Streets should intrinsically support low operating speeds to enhance pedestrian and cyclist safety.
- Consider implementing traffic calming measures such as:
 - On-street parking.
 - Crosswalk bulb-outs to shorten crossing distances.
 - Raised crosswalks for increased visibility and safety.
 - Narrow driving lanes (10'–11' wide for non-busways).
- Shared parking options should be implemented to maximize land use efficiency and accommodate multiple users within TOCs.
- Parking decisions will be evaluated based on the impacts to ridership and the financial, op-

erational, and capital benefits to UTA.

- Integrate Park and Ride facilities into the development.
 - The farthest P&R stall should be no more than 700' from the center of the station platform. Exceptions may be made for well-designed TOCs, requiring UTA staff endorsement.
 - The number of parking stalls shall be determined by UTA, with consideration for shared parking opportunities.
 - All P&R facilities must be coordinated and approved by UTA and must meet the UTA Design Criteria Manual.
- Integrate Drop-off facilities into the development.
 - Walking access from drop-off points to the station platform must not exceed 400'.
 - All drop-off facilities must be coordinated and approved by UTA and must meet the UTA Design Criteria Manual.



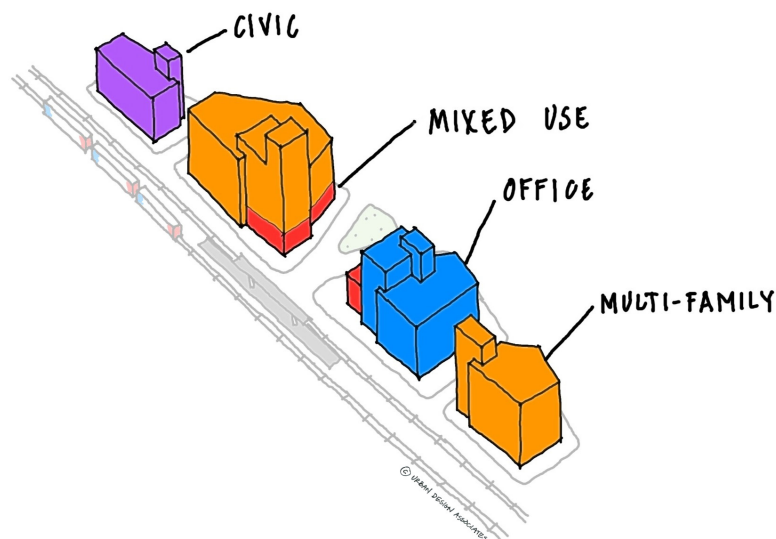


Land Use

TOCs promote higher-intensity development around transit hubs, optimizing land use to reduce urban sprawl while preserving open spaces. This compact development model enhances access to public transportation, increasing ridership and bolstering transit viability. By integrating land use with transportation planning, TOCs align with regional strategies that emphasize sustainable growth and efficient resource management. Furthermore, TOCs foster walkable neighborhoods with accessible amenities, improving the quality of life for residents, employees, and visitors.

Mix of Uses

“Mix of Uses” refers to the integration of different types of land uses, such as residential, commercial, recreational, and institutional, within an area or development. Mixed-use developments often promote walkability and connectivity by ensuring that homes, workplaces, shops, and amenities are conveniently located and well-integrated.

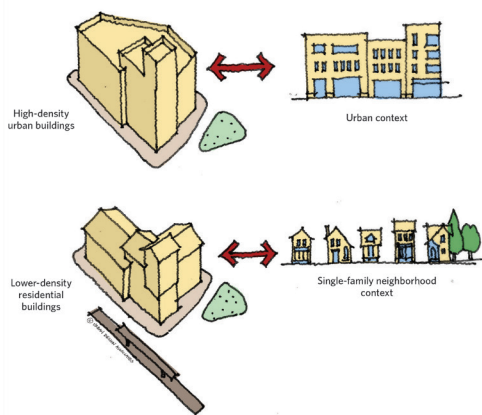


Guidelines:

- The primary street should serve as the central hub of activity.
- Ground floor uses along the primary street must include active public-serving functions (e.g., retail, hospitality).
- As developments transition away from the primary street, ground floor uses can shift to less-intensive private purposes (e.g., stoops, patios).
- Depending on the station’s existing context and future growth, the following are appropriate Land Uses:
 - High-Density Residential (50+ dwelling units per acre on UTA controlled property is required unless otherwise identified on SAP)*
 - Office
 - Hospitality
 - Retail
 - Civic - school, library, hospital
 - Neighborhood scale open space
- Land uses that encourage automobile dependency or compromise pedestrian safety and comfort must be excluded. Land Uses to be avoided include:
 - Big Box Retail
 - Drive-Thru
 - Industrial
 - Storage

Mix of Incomes

Successful TOCs should include a mix of housing types targeting various income levels to promote equity, reduce displacement, and ensure that all residents can benefit from access to high-quality transit. By offering affordable, workforce, and market-rate housing near transit hubs, TOCs can support diverse communities, reduce reliance on cars, and improve access to jobs, education, and essential services. This inclusive approach not only fosters social and economic integration but also helps create vibrant, sustainable neighborhoods where people of all income levels can thrive.



Site and Architectural Design

Site and Architectural design play a pivotal role in the success of Transit Oriented Communities. Thoughtful site planning ensures seamless integration between land use and transportation, creating environments that prioritize accessibility, safety, sustainability, and community engagement. Well-designed sites enhance connectivity by accommodating multiple modes of transportation while fostering walkable neighborhoods that encourage active lifestyles. Effective site and architectural design also contributes to creating a sense of place, blending functionality with aesthetic appeal to support vibrant, inclusive communities. By considering factors such as building placement, open spaces, parking, and pedestrian pathways, TOC site and architectural design can maximize transit access, increase ridership, and support the long-term viability of urban growth strategies.





Building Orientation/Layout

Striking the right balance in building setbacks is crucial, as setbacks that are too small may negatively impact some land uses, while excessive ones disrupt the sense of enclosure and reduce walkability. Minimally set-back buildings oriented towards the street help define the public realm by creating spaces for sidewalks, landscaping, and street furniture that enhance the pedestrian experience. Thoughtfully designed layouts foster a sense of enclosure, guiding pedestrians safely and comfortably while creating visually appealing and memorable urban spaces.

Guidelines:

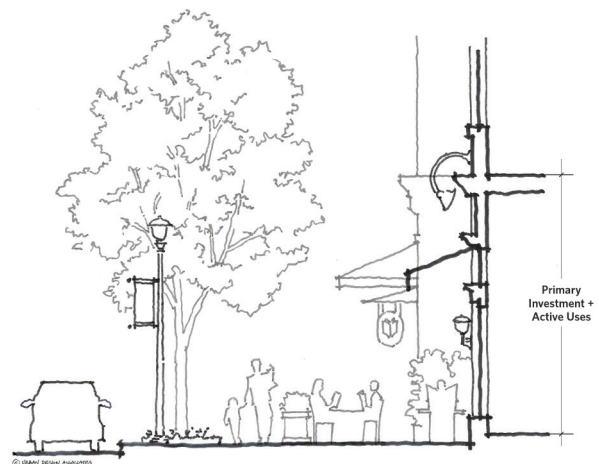
- Building massings should reinforce a positive pedestrian experience and create a sense of enclosure.
- Buildings should meet the front and corner build-to lines to establish a consistent streetwall.
- Buildings along primary streets should address the street with a primary façade and entrance.
- Gaps in streetwalls should be minimized. Buildings exceeding a maximum streetwall length of 150 feet must provide variation in the physical design and articulation of the streetwall.
- All street corners should be occupied by a building unless the corner is designated as open space.
- Building setbacks shall be between 0' and 5' feet from the sidewalk on primary streets and 0' to 10' on secondary streets. A larger setback may be allowed if fronting a major corridor with more than four lanes of traffic.
- Side yard setbacks should be minimal to avoid significant gaps in the streetwall.
- Vehicular access (e.g., curb cuts) should be minimized or avoided on primary streets.

- Ground-floor residential units should have direct access to public rights of way.
- Loading and unloading areas, open storage, refuse areas, and utility appurtenances should be screened from view from all streets.

Visual Interest

Visual interest refers to design elements that make buildings and spaces engaging and appealing, such as facades, public art, landscaping, and active ground floors. These features enhance the pedestrian experience, attract investment, foster economic vitality, and support safety by increasing foot traffic and visibility in a Transit Oriented Community.

A core objective of Transit Oriented Communities is to create a pedestrian-friendly environment near transit options. For pedestrians at the street level, large, unbroken facades can feel monotonous, uninviting and even at times unsafe. Introducing visual variation through a consistent rhythm of architectural elements breaks up building mass and adds interest to a corridor. This can be achieved using features such as bay windows, corner elements, balconies, and active ground floor uses for retail.





Guidelines:

- Building massings should incorporate both horizontal and vertical facade articulation.
- The first vertical 20 feet of a building façade is the most critical to the public, pedestrian experience and should be articulated to add interest, create a sense of rhythm, and break up the scale of the building.
- Emphasis, including enhanced materials, should be incorporated into the ground floor design, which interacts most directly with pedestrians. Additionally, architectural details should account for pedestrians' walking speed.
- The ground floor should address the street and have a high percentage of transparency and encourage movement in and out of the building.

Parking

Over-allocating parking wastes land, while right-sizing reduces costs and improves efficiency. Shared parking maximizes usage by accommodating users with complementary schedules, and adequate parking ensures convenient, safe access for transit riders while generating potential revenue for transit improvements. Structured parking minimizes impervious surfaces, mitigates urban heat effects, and enhances pedestrian comfort. Excessive parking encourages car dependency and congestion, while insufficient parking near retail can deter visitors and limit accessibility. Efficient parking strategies create space for better urban design, support walkability, and foster attractive, functional spaces.

Guidelines:

- Parking facilities and lots should be thoughtfully designed to balance functionality with aesthetic appeal, community integration, and safety.
- Structured parking lots are ideal; however, site context and market conditions ultimately determine their feasibility.
- Parking structures should incorporate active uses on the ground floor along street frontage. Including wrapping the structure with retail, residential, or office uses to limit the visibility of the structure from the street.
- Auto-centric aspects of parking structures should be screened to reduce visual impact.
- Safety and security concerns must be considered during the design process.
- Surface parking lots should be located at the rear of buildings.
- On-street parking is permissible to accommodate parking demand, especially for local retail land uses.
- Parking area entrances must include adequate signage for pedestrians and automobiles.
- Limited side yard surface parking lots may be allowed on non-primary streets if the lot is screened with walls, hedges, or berms.
- Landscape buffers must have a minimum depth of 7 feet.
- Landscaping should provide shade for parking areas and screen view from upper floors.
- Internal pedestrian pathways within parking areas must be provided in surface parking lots with two or more double-loaded aisles.
- Pathways should be separated from parking drive aisles.
- Visible parking structures must be designed to conceal the view of parked vehicles and ramps.



Open Space

Open spaces such as parks, plazas, and greenways provide essential areas for relaxation, recreation, and social interaction, enhancing the quality of life for residents and visitors while increasing the appeal of the site. These green spaces contribute to environmental sustainability by managing stormwater runoff, mitigating urban heat islands, and improving air quality. Additionally, accessible open spaces support active transportation, offering enjoyable and functional pathways to transit stations.

Guidelines:

- Integrate open spaces with development by ensuring open spaces are well-connected to transit stations, pedestrian pathways, and surrounding buildings.
- Design open spaces to complement mixed-use developments and foster dynamic, multi-functional areas.
- Open spaces should be located within a 5-minute walk of transit stations and major residential or commercial areas within the TOC. See Land Use section for more Open Space Guidelines.
- Incorporate spaces for both active uses (e.g., playgrounds, exercise areas, plazas) and passive uses (e.g., seating areas, green spaces, gardens).
- Include amenities such as public art, fountains, or shaded seating to enhance visual interest and comfort.
- Prioritize safety by ensuring open spaces are well-lit, maintain open sightlines, and feel secure for users. See Safe and Thriving Communities section for more Guidelines.
- Prioritize accessibility by designing spaces to be ADA-compliant, ensuring accessibility for individuals of all abilities.
- Foster community interaction by creating spaces that encourage social interaction, such as plazas, outdoor dining areas, or event spaces, to build a sense of community and vibrancy.
- Incorporate sustainability features such as rain gardens, permeable pavement, and native vegetation, to manage stormwater and enhance ecological value where feasible.
- Integrate renewable energy features, such as solar-powered lighting or charging stations, where feasible.





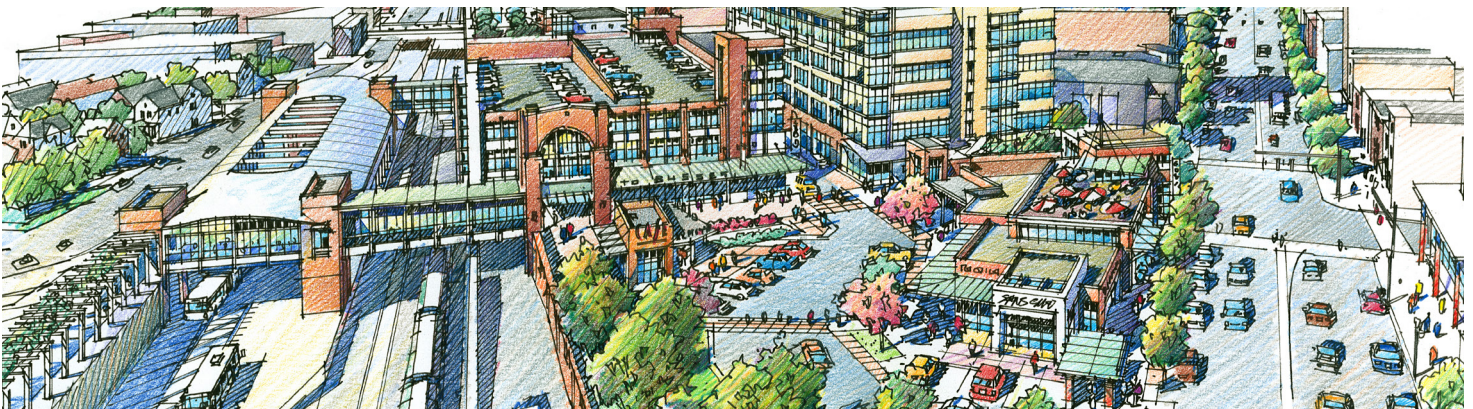
Safe and Thriving Communities

Transit Oriented Communities are designed to create safe, thriving environments that serve all users. Pedestrian safety is a critical priority for the UTA, as it directly impacts both the perception and reality of transit riders, economic vitality, and overall community well-being. A safe, well-designed public space encourages transit use, supports local businesses, and fosters vibrant, walkable neighborhoods.

The UTA recognizes that thoughtful environmental design is essential for creating accessible, safe, and welcoming public spaces. Effective design not only encourages transit ridership but also contributes to the long-term success of TOCs. These guidelines aim to establish station areas that prioritize safety, promote public transit use, attract investment, and cultivate active, viable communities. By integrating strategic environmental design principles, this approach enhances public acceptance of TOCs as a key component of urban development.

When applied to Transit Oriented Communities, environmental design should support the creation of secure, dynamic spaces around transit stations. The following strategies outline key design principles that contribute to the success of TOCs:

1. **Watchful Presence** - TOCs that incorporate proper environmental design to activate ground-floor uses with transparent storefronts that serve as “eyes on the street,” which deter unwanted behavior near transit hubs.
2. **Territorial Reinforcement** - Clear boundaries between public spaces (like plazas or walkways), semi-public areas, and private developments within TOCs help residents and businesses take ownership of their surroundings, which fosters stewardship and deters crime.
3. **Natural Access Control** - In station areas, pathways, entry points, and access to buildings and transit uses should be designed to channel movement efficiently and predictably. This discourages loitering and unauthorized access while supporting safe pedestrian flows.
4. **Maintenance and Image** - To attract users, TOC buildings, facilities, and public spaces must be clean, well-lit, and actively managed. A maintained environment signals care and oversight and discourages vandalism.
5. **Activity Support** - TOCs thrive on active environments. Proper environmental design supports this by encouraging development of place making that includes day and evening retail, cafés, public spaces, and residential uses that produce both day and nighttime activity and eyes on the street.



Management

The UTA's commitment to developing Transit Oriented Communities requires a proactive approach to managing development around transit stations. By guiding land use, infrastructure investment, and urban design, UTA and our partners can ensure that development supports the goals of economic growth, accessibility, efficient land use, sustainability, and housing affordability. Proactive management is aimed at aligning private development interests with public transit objectives, ensuring that density, mix of uses, and pedestrian connectivity are optimized to support transit ridership and reduce automobile dependency. Proper management and promotion of TOC goals will ensure opportunities to capture value and address regional growth challenges.

Maintenance

Developers of a project within a TOC need to integrate long-term maintenance costs into development budgets, upkeep of public spaces to insure they remain safe, functional, and inviting, ensuring they continue to serve their communities effectively while protecting the investment made in urban infrastructure.

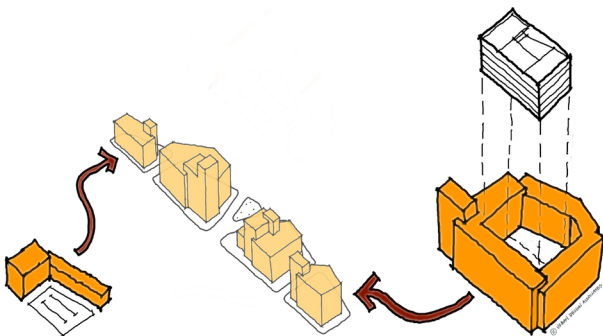
Proper maintenance of transit facilities and public spaces is essential to fostering a safe, welcoming, and well-functioning environment for all users. Well-kept infrastructure not only enhances public confidence in transit systems but also reinforces a sense of security and reliability. Clean, well-lit, and structurally sound spaces encourage transit ridership, support local businesses, and contribute to vibrant, accessible communities. Additionally, routine upkeep ensures the longevity of these assets, reducing costly repairs and preserving their value over time. To achieve this, it is crucial that developers allocate dedicated funding for ongoing maintenance as part of their project planning.

Parking

Managing parking demand for TOCs requires approaches to optimize existing parking resources while providing means to reduce dependence on automobiles promoting transit friendly alternatives. Successful implementation hinges on balancing adequate parking and alternative access to for station, retail, and commercial activities.

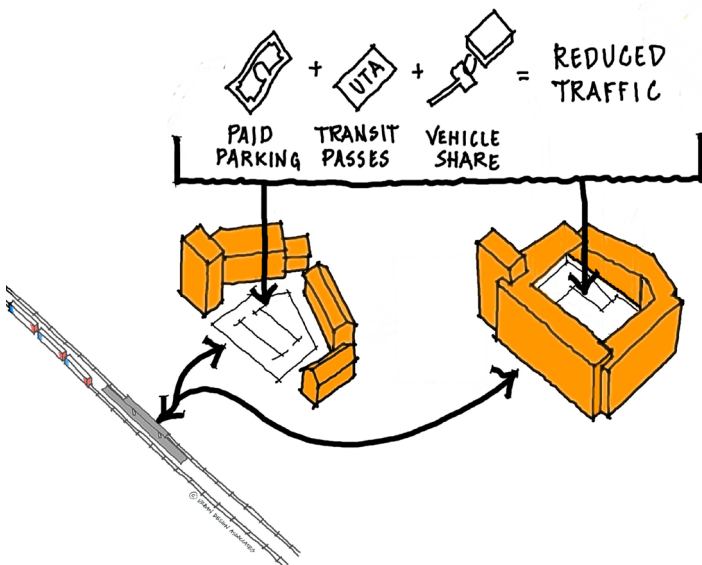
Guidelines:

- Optimize parking supply. When new parking facilities are necessary, the UTA desires strategies that include shared parking and thoughtful design to ensure parking developments do not permanently obstruct future growth on prime sites near the station.



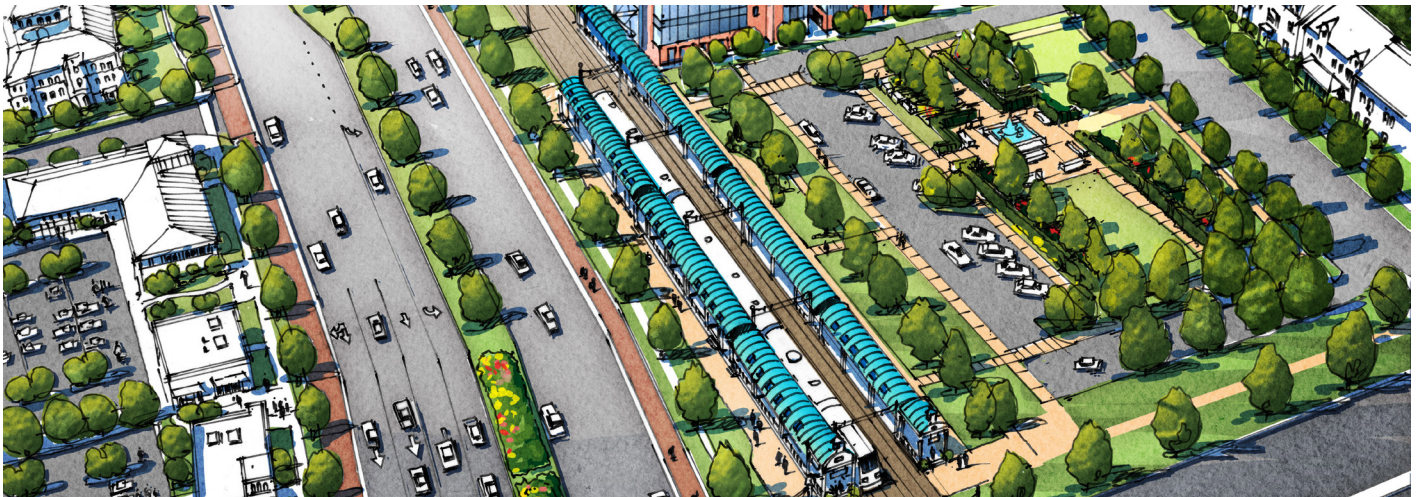
Transportation Demand Management

To be successful, TOCs require managing transportation demand to prioritize access to multimodal transit systems, prevent the over dedication of land to excessive parking, and promote alternatives to vehicle use. Transportation Demand Management (TDM) tools may include transit use incentives, creation of bike infrastructure, and shared parking policies to reduce peak-hour strain on a TOC's infrastructure. The management of demand aims to make it easier for residents, workers, and visitors to choose a transit, walking, or biking option as a mode of travel.



Guidelines:

- **Transit Use Incentives:** Strategies should be enacted to provide transit passes for residents and employees within TOCs and partner with UTA to install real-time transit arrival signage in residential, commercial, and employment centers.
- **Bicycle and Active Transportation support** should be targeted to directly reduce parking demand.
- Designate bicycle-priority corridors that connect directly to transit stations and regional trail networks.
- Provide shared mobility options within each development (e.g. car or bike share, scooters, etc.) available to residents and employees.



6. Conclusion

The Utah Transit Authority’s Transit Oriented Communities Guidelines represent an important tool in managing the state’s growth while preserving its quality of life. By promoting walkability, multimodal connectivity, and compact, mixed-use neighborhoods, TOCs reduce auto-dependency, increase transit ridership, and create vibrant places that serve residents, businesses, and future generations.

These guidelines provide a foundation for comprehensive station area planning, promoting dynamic mixed-use hubs that reduce automobile dependency, enhance economic activity, and improve accessibility. By aligning TOCs with the Wasatch Choice Vision, the Regional Transportation Plan (RTP), and state priorities, UTA reinforces its commitment to sustainable regional development, enhanced transit accessibility, and housing affordability.

These guidelines are not rigid mandates, but flexible frameworks—designed to be tailored to each station area while upholding UTA’s commitment to accessibility, sustainability, and economic opportunity. Where available, stakeholders should reference adopted Station Area Plans for contextual guidance. As Utah continues to grow, these TOC principles provide a clear and coordinated path toward a more connected, livable, and resilient region. Through strategic planning and collaboration, TOCs represent a forward-thinking approach to sustainable growth in Utah, ensuring that future development remains efficient, equitable, and environmentally responsible.





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/11/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Ann Green-Barton, Chief People Officer
PRESENTER(S): Stacey Palacios, Director of Workforce Technical Training

TITLE:

Contract: Maintenance Of Way (MOW) Positive Train Control (PTC) Training and Certification (Signal Training Solutions, LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute contract 25-03936 and associated disbursements with Signal Training Solutions, LLC (STS) for three (3) base years and two (2) 1-year options, in the not-to-exceed amount of \$617,100.

BACKGROUND:

During the last Federal Railroad Administration (FRA) audit, it was noted that Maintenance of Way (MOW) employees were not compliant with PTC training and certification requirements. STS conducted initial training in 2018, but annual refresher training has not been maintained. This lack of compliance poses both a regulatory risk and a safety hazard.

Per Federal Code CFR 236.1041 (a1, a4, a5): "Persons whose duties include installing, maintaining, repairing, modifying, inspecting, and testing safety-critical elements of the railroad's Positive Train Control (PTC) systems, including central office, wayside, or onboard subsystems, roadway workers whose duties require them to know and understand how a train control system affects their safety and how to avoid interfering with its proper functioning, and the direct supervisors of persons listed in paragraphs (a)(1) through (a)(4)."

In March 2025, the MOWPTC Training and Certification contract was awarded to STS. This contract ensures compliance training for all MOW signal employees, maintains yearly certification for three years, and equips UTA to sustain compliance after the contract term.

DISCUSSION:

The STS contract ensures UTA's MOW PTC 243 compliance for the next three (3) years, with an option for two (2) 1-year extensions. This guarantees all MOW signal employees receive initial training in 2025, followed by a staggered recertification process over the next few years. The contract also sets UTA up to manage PTC compliance internally after the contracted term, with a total value not-to-exceed \$617,100.00 over five (5) years.

This contract will ensure:

- **Regulatory Compliance:** Meets FRA 49 CFR 243 training and certification requirements, avoiding penalties and operational risks.
- **A Structured Training Plan:** Initial blitz training for all personnel in 2025, followed by a 1/3 rotation model for recertification in subsequent years.
- **Budget Predictability:** Fixed costs allow for financial planning, with options for additional training or early program adoption.

By 2029, UTA will own an FRA-approved On-the-Job Training (OJT) 243 training program, reducing reliance on external vendors and allowing in-house certification moving forward. The contract includes ongoing curriculum updates, ensuring alignment with industry standards and regulatory changes throughout the training period.

The optional fourth and fifth years provide flexibility based on UTA's needs, allowing for additional training or early program purchase. This contract not only ensures compliance but also builds an internal training capacity, making it a long-term investment in UTA's workforce and operational sustainability.

CONTRACT SUMMARY:

Contractor Name:	Signal Training Solutions, LLC
Contract Number:	25-03936
Base Contract Effective Dates:	Effective after final signature -12/31/2027
Extended Contract Dates:	1/1/2028 - 12/31/2029
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$617,100 - (Includes all five years)
Procurement Method:	RFQ
Budget Authority:	Approved 2025 Operating Budget

ALTERNATIVES:

An RFP will be issued.

FISCAL IMPACT:

The total not-to-exceed total for a 3-year guaranteed with 2-year option contract is \$617,100.00.

All costs are allocated under the Training & Development Training Budget, specifically within line item 6450.50929.91 - Training Expense: External Training. The funding covers initial and recurrent training for all MOW signal employees, as well as the purchase of the FRA approved PTC classroom and FRA OJT 243 program for UTA to sustain compliance beyond the contract period.

Multi-Year Budget Breakdown:

- 2025 Contract Amount: \$165,165 - Initial training blitz for all UTA MOW signal employees.
- 2026 Contract Amount: \$64,372 - Recertification for 1/3 of MOW employees.
- 2027 Contract Amount: \$66,946 - Recertification for another 1/3 of MOW employees.
- 2028 Contract Amount: \$69,623 - Final 1/3 recertification of MOW employees.
- 2029 Contract Amount: \$155,994 - Continued certification and recertification of MOW employees
- 2029 Contract Amount: \$95,000 - One-time purchase of the OJT 243 Program to allow UTA to sustain internal training beyond the contract period.

The maximum 5-year expenditure under this contract is not to exceed (NTE) \$617,100.00. The required 3-year commitment totals \$296,483.00 across 2025, 2026, and 2027. Years 4 and 5 reflect a projected 4% increase to accommodate inflation and added training needs, with a combined total of \$255,617, plus the \$95,000 program purchase, bringing the total planned spend to \$617,100.

This contract is fully funded, with no external grant funding currently allocated. However, potential future grants or funding agreements could offset optional costs in years 4 and 5 if additional funding sources are identified.

ATTACHMENTS:

- Contract: Maintenance Of Way Positive Train Control Training and Certification (Signal Training Solutions, LLC)

PROFESSIONAL SERVICES AGREEMENT

25-03936PP

Maintenance of Way (MOW) Positive Train Control (PTC) Training and Certification

This Professional Services Agreement is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and SIGNAL TRAINING SOLUTIONS, LLC, a Limited Liability Corporation (“Consultant”).

RECITALS

WHEREAS, UTA desires to hire professional services for Maintenance of Way (MOW) Positive Training Control (PTC) Training and Certification; and

WHEREAS, On February 5, 2025, UTA issued Request for Quote (25-03936) Proposal Package Number (RFQ) encouraging interested parties to submit proposals to perform the services described in the RFP

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

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

AGREEMENT

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

1. SERVICES TO BE PROVIDED

- a. Consultant shall perform all Work as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- b. 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.
- c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.

- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. MANAGEMENT OF WORK

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

3. PROGRESS OF WORK

- a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace, or re-execute the Work so as to conform to the Contract requirements.
- g. If Consultant fails to promptly remedy rejected Work as provided in Section 3.F, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultant s or UTA's own forces. Any costs reasonably

incurred by UTA in such corrective action shall be chargeable to Consultant.

4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect for an initial three (3) year period broken down as follows:

- 1st year - Effective date – December 31, 2025
- 2nd year - January 1, 2026 – December 31, 2026
- 3rd year - January 1, 2027 – December 31, 2027

UTA may, at its sole election and in its sole discretion, extend the initial term for up to two (2) additional one-year option periods broken down as follows:

- 4th year - January 1, 2028 – December 31, 2028
- 5th year - January 1, 2029 – December 31, 2029

The total Contract period shall not exceed five (5) years. Extension options may be exercised by UTA upon providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

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

- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

6. **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 Professional Services Supply Agreement (including any exhibits and attachments hereto).
 - 2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Professional Services; and
 - 3. Consultant's Proposal including, without limitation, all federal certifications (as applicable).
- b. The above-referenced documents are made as fully a part of the Contract as if attached hereto.

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

- 1. UTA Contract including all attachments
- 2. UTA Terms and Conditions
- 3. UTA Solicitation Terms
- 4. Consultant 's Bid or Proposal including proposed terms or conditions

Any Consultant proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

8. **CHANGES**

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

To the extent that any change in Work directed by UTA causes an actual and demonstrable

impact to: (i) Consultant 's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

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

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

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant 's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 21 of this Contract.

9. **INVOICING PROCEDURES**

- a. Consultant shall invoice UTA monthly for training services provided in the preceding calendar month delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Consultant shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Consultant shall include the following information on each invoice:
 - i. Consultant Name
 - ii. Unique Invoice Number
 - iii. PO Number

- iv. Invoice Date
- v. Detailed Description of Charges
- vi. Total Dollar Amount Due

- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software 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 Consultant under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal to ap@rideuta.com . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.
- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

10. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables 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, and, together with any documents or information furnished to Consultant 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 Professional 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 Consultant, Consultant hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement 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 Consultants, agent, officers, directors, employees, joint owners, affiliates and Consultant s.

11. **USE OF SUBCONSULTANT S**

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all Subconsultants, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such Subconsultant without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to Subconsultant s, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by Subconsultants.
- e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-

percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

12. **KEY PERSONNEL**

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract) and shall not change any of said key personnel without the express written consent of UTA. The following individuals are concerned to be key personnel under this contract.

Caleb Srp, Director of Technical Training
200A NE Woodbury Drive
Grain Valley, MO 64029

If the Consultant changed key personnel without the express written permission of UTA, it shall be in default of the contract and liable for default damages. Notwithstanding the foregoing, UTA acknowledges that training may be delivered by any of Consultant's trainers including Ryan Becraft and/or Scott Rainey.

13. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. 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.
- c. 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.
- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

14. **TERMINATION**

a. **FOR CONVENIENCE:**

UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant : (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and Subconsultant termination costs that cannot be reasonably mitigated) and profit on work-in-

progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same and dispose of it in the manner UTA directs.

b. FOR DEFAULT:

If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subConsultant s or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Professional Services using other Consultant s or UTA's own forces, in which event Consultant 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.

CONSULTANT 'S POST TERMINATION OBLIGATIONS:

Upon receipt of a termination notice as provided above, Consultant 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. Consultant 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 Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Professional Services furnished by Consultant prior to termination.

15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Consultant shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant's compliance with this Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by

UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all subConsultant s utilized in the performance of the Work at any tier.

16. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Consultant or Subconsultant 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. If confidential information is released to any third party without UTA's written consent as described above, Consultant shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
 - A. Information already in the public domain.
 - B. Information disclosed to Consultant by a third party who is not under a confidentiality obligation.
 - C. Information developed by or in the custody of Consultant before entering into this Contract.
 - D. Information developed by Consultant through its work with other clients; and
 - E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

17. PUBLIC INFORMATION.

Consultant acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Consultant's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

18. GENERAL INDEMNIFICATION

Consultant 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 to the extent caused, or alleged to be caused, in whole or in part, by the acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or Subconsultants. This indemnity includes any claim or amount arising out of the failure of such Consultant to conform to federal, state, and local laws and regulations. If an employee of Consultant, a Subconsultant, 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, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including

workers’ compensation or disability acts. The indemnity obligations of Consultant shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

19. INSURANCE REQUIREMENTS

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or Subconsultant s and Consultant is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Consultant 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 \$4,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$2,000,000
- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant ".
 - b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant , including automobiles owned, leased, hired or borrowed by the Consultant ".

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

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
 - b. This requirement shall not apply when a Consultant or Subconsultant is exempt under UCA, AND when such Consultant or Subconsultant executes the appropriate waiver form.
4. Professional Liability (Errors and Omissions Liability)
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include the following provisions:
1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Consultant and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Consultant's insurance shall be primary with respect to any insurance carried by UTA. Consultant will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer

rating is sufficient to protect the Consultant from potential insurer insolvency.

- E. VERIFICATION OF COVERAGE: Consultant shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.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.

- F. SUBCONSULTANT S: Consultant s' certificate(s) shall include all subConsultant s as additional insureds under its policies or subConsultant s shall maintain separate insurance as determined by the Consultant, however, subconsultant 's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-Consultant s maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Consultant s. Utah Transit Authority must be scheduled as an additional insured on any sub-Consultant policies.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

20. **OTHER INDEMNITIES**

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.

- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by Subconsultant s of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subConsultant s of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any Subconsultant, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

21. INDEPENDENT CONSULTANT

Consultant is an independent Consultant 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.

22. PROHIBITED INTEREST

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.

23. CLAIMS/DISPUTE RESOLUTION

- a. "Claim" means any disputes between UTA and the Consultant arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Consultant shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. 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.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Supervisor/Consultant's Supervisor	Five calendar days
UTA's Division Chief/Consultant's CEO	Five calendar days

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

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

24. GOVERNING LAW

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Consultant consents to the jurisdiction of such courts.

25. ASSIGNMENT OF CONTRACT

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

26. NONWAIVER

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

27. NOTICES OR DEMANDS

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

If to UTA:

Utah Transit Authority
ATTN: Pat Postell
669 West 200 South
Salt Lake City, UT 84101

with a required copy to:

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

If to Consultant:

Signal Training Solutions, LLC
ATTN: Caleb Srp
200A NE Woodbury Drive
Grain Valley, MO 64029

- b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- c. Notwithstanding Section 27, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

28. CONTRACT ADMINISTRATOR

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

**29. INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT
EMPLOYEES AND SUBCONSULTANTS UNDER DESIGN AND
CONSTRUCTION CONTRACTS**

- a. The following requirements apply to the extent that the Consultant is providing design or construction services and (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Consultant has a subcontract at any tier that involves a sub-Consultant that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
- b. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined

by Utah Code Ann. § 17B-2a-818.5) for the Consultant 's employees and the employee's dependents during the duration of this Contract.

- c. Consultant shall also demonstrate to UTA that Subconsultants meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5 for the subConsultant 's employees and the employee's dependents during the duration of the subcontract.

30. COSTS AND ATTORNEY'S FEES

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

31. NO THIRD-PARTY BENEFICIARY

The parties enter into this Contract for the sole benefit of the parties, in exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of this Contract.

32. FORCE MAJEURE

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

33. UTAH ANTI-BOYCOTT OF ISRAEL ACT

Consultant agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

34. TRAVEL COSTS

Any travel costs charged against this contract and paid for with contract funds must be in compliance with UTA's Travel Policy (UTA.02.07) and the U.S. General Services Administration (GSA) per diem rates.

35. CYBER SECURITY

If the performance requirements of this contract require a Software as a Service (Saas) cloud solution, or custom developed system which will interface or operate within UTA's networks, the solution or system must maintain a high level of cyber security and have a unique URL for UTA. Contractor/Supplier shall ensure a secure environment for all Agency data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall

apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the National Institute of Standards and Technology (NIST) cybersecurity framework. In addition, contractor must maintain at least a B rating under the UpGuard Security Rating System (<https://www.upguard.com/product/security-ratings>).

36. SEVERABILITY

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

37. 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. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor’s work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

38. REVOLVING DOOR RESTRICTIONS

UTA Ethics Policy requires Board approval for the award or amendment of a contract with a Consultant that has hired a former UTA employee or who are represented by a former employee where the former employee left UTA employment within the 12 months prior to the contract award or amendment. Approval will not be given if there is a strong appearance of an unfair competitive advantage.

39. AMENDMENTS

Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.

40. 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 electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

41. **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 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.

UTAH TRANSIT AUTHORITY:

By _____
Jay Fox
Executive Director

By _____
Ann Green-Barton
Chief People Officer

DocuSigned by:
By Mike Bell
70E33A415BA44F6...
Mike Bell
UTA Legal Counsel

SIGNAL TRAINING SOLUTIONS:

Signed by: _____ 5/9/2025
By Caleb Srp
21BC9ED6634942A
Caleb Srp
Name _____
Title Director of Technical Training

By _____
Name _____
Title _____

EXHIBIT A

SCOPE OF WORK

Background

Per CFR 236.1041 (a1, a4, a5)

“Persons whose duties include installing, maintaining, repairing, modifying, inspecting, and testing safety-critical elements of the railroad’s Positive Training Control (PTC) systems, including central office, wayside or onboard subsystems, roadway workers who duties require them to know and understand how a train contract system affects their safety and how to avoid interfering with its proper functioning, and the direct supervisors of persons listed in paragraphs (a)(1) through (a)(4).”

During the last FRA audit, it was noted that Maintenance of Way (MOW) employees were not compliant with PTC training and certification requirements. Initial training was completed in 2018, but annual refresher training has not been maintained. This lack of compliance poses both a regulatory and a safety hazard.

Solution

Conversations with FRA representative confirmed the urgency of compliance, though the FRA is willing to work with UTA to implement training in phases to mitigate cost and operational disruptions.

Schedule

To address these compliance gaps, the Contractor will develop and provide comprehensive PTC training and certification. UTA MOW’s unique scheduling needs include:

- Three Shifts
- 4/10 schedules
- Phased training sessions to maintain operational coverage.
- Develop a long-term plan for annual refresher training to sustain compliance.
- Coordinate phased training sessions with MOW management to minimize operational disruptions.
- Training will prioritize employees who work directly on PTC systems, followed by phased sessions for other affected employees.
- Flexibility in scheduling and assisting in meeting FRA expectations for prompt compliance is a priority.
- All training (digital) materials must be provided to UTA to ensure continued internal training after contract expiration.

UTA – Refresher Program Outline

<i>Day</i>	<i>Course Title</i>	<i>Exam</i>	<i>Lab Activities/Demonstrations</i>
<i>Day 1</i>	FRA 234-Grade Crossing Signal System Safety Crossing Warning Overview <ul style="list-style-type: none"> ▪ GCP 4000 FRA 236-Rules Standards and Instructions Governing the Installation, Inspection, Maintenance, and Repair of Signal and Train Control Systems-Overview	✓	Circuit Plan Familiarity Activity GCP 4000 <ul style="list-style-type: none"> ▪ Maintenance ▪ Troubleshooting ▪ Touchscreen Interface ▪ Calibration Procedures
<i>Day 2</i>	FRA 236 Overview-Continued Vital Logic Controller (VHLC) Review <ul style="list-style-type: none"> ▪ Operational Overview ▪ Components ▪ CDU and Laptop Access ▪ ECTCI ▪ Maintenance and Troubleshooting ▪ Adjacent Crossing (AX) Functions 	✓	VHLC <ul style="list-style-type: none"> ▪ Maintenance Procedures ▪ Troubleshooting ▪ Retest and Verification ▪ LCP – MD and TSR Indications
<i>Day 3</i>	Introduction to the ElectroLogIXS <ul style="list-style-type: none"> ▪ Operational Overview ▪ Components ▪ CDU and Laptop Access ▪ Maintenance and Troubleshooting 	✓	ElectroLogIXS <ul style="list-style-type: none"> ▪ Maintenance Procedures ▪ Troubleshooting ▪ Retest and Verification ▪ LCP – MD and TSR Indications
<i>Day 4</i>	Introduction to the iVPI <ul style="list-style-type: none"> ▪ Operational Overview ▪ Components ▪ Laptop Access ▪ Maintenance and Troubleshooting 	✓	iVPI <ul style="list-style-type: none"> ▪ Maintenance Procedures ▪ Troubleshooting ▪ Retest and Verification ▪ LCP – MD and TSR Indications
<i>Day 5</i>	UTA Positive Train Control Overview <ul style="list-style-type: none"> ▪ Temporary Speed Restrictions (TSR) ▪ Civil Speed Enforcement (PSR's) ▪ ADU Changes ▪ NCP Changes ▪ PTC Control Lines ▪ Overview of Mandatory Directives (MD) ▪ Communication System Overview 	✓	Circuit Plan Familiarity Activity
<i>Day 6</i>	Program Review Final Examination	✓	



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/11/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Service Officer
PRESENTER(S): Jared Scarbrough, Director Capital Design and Construction

TITLE:

Contract: Technical Transit Education Center (TTEC) Training Facility Construction (Eckman Construction, LLC)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Contract 25-03929 and associated disbursements for construction on the Technical Transit Education Center (TTEC) with Eckman Construction, LLC in the amount of \$6,676,442.82 to remodel the existing building, install utilities, and make site improvements around the building.

BACKGROUND:

In January 2025, UTA released a Request for Proposal (RFP) for a contractor to remodel the existing building located at 2320 South 800 West for use as a TTEC. Proposals were received and evaluated, and Eckman Construction, LLC was selected as the winner based on overall scoring using the best value format.

DISCUSSION:

UTA staff is requesting approval of Contract 25-03929 with Eckman Construction, LLC to complete the building remodel, utility installation, and site improvements at 2320 South 800 West in the not-to-exceed amount of \$6,676,442.82. These improvements will provide a dedicated facility with office space, classrooms, bus bays, and storage for the UTA training group.

CONTRACT SUMMARY:

Contractor Name: Eckman Construction, LLC

Contract Number:	25-03929
Base Contract Effective Dates:	Effective after last signature received through December 1, 2026
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$6,676,442.82
Procurement Method:	RFP
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

The UTA training group would need to continue to share space at other UTA facilities, which are crowded and insufficient.

FISCAL IMPACT:

The 2025 and 2026 amounts are included in Capital Project MSP267:

- 2025 - Contract Total: \$2,050,001.77
- 2026 - Contract Total: \$4,626,441.05

Total Contract Not-to-Exceed Value: \$6,676,442.82

ATTACHMENTS:

- Contract: Technical Transit Education Center (TTEC) Training Facility Construction (Eckman Construction, LLC)

CONSTRUCTION SERVICES AGREEMENT

25-03929VW

TTEC Training Facility Construction

This Construction Services Agreement is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Eckman Construction LLC (“Contractor”).

RECITALS

- A. UTA desires to hire Contractor for TTEC Training Facility Construction per the Specifications and Bid Schedule included in the RFP.
- B. On January 30, 2025, UTA issued Request for Proposal Package Number 25-03929VW (“RFP”) encouraging interested parties to submit proposals to perform the services described in the RFP.
- C. Upon evaluation of the proposals submitted in response to the RFP, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Contractor is qualified and willing to perform the Work as set forth in the Scope of Services.

AGREEMENT

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

1. SERVICES TO BE PROVIDED

- a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.
- b. Contractor 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.
- c. All Work shall conform to generally accepted standards in the transit industry.

Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.

- d. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

2. MANAGEMENT OF WORK

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

3. PROGRESS OF WORK

- a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Contractor fails to promptly remedy rejected Work as provided in Section 2.5.4 UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor.

4. **PERIOD OF PERFORMANCE**

This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than December 1, 2026. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

5. **COMPENSATION**

- a. For the performance of the Work, UTA shall pay Contractor a not-to-exceed amount of which is conditioned upon evaluation and payment by UTA, for a not-to-exceed (NTE) amount of \$6,676,442.82 (Building Renovation \$5,646,233.37, Site Improvements 550,575.75, Off Site Utility Improvements \$335,986.35, and Alternates \$143,647.35 total \$6,676,442.82) in accordance with the payments provisions described in Exhibit B. Payments shall be made in monthly billing.
- b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the “Not to Exceed Amount”) specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.
- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.
- e. Should Contractor experience a significant increase in material costs after the bid due date and prior to contract execution due to tariffs, embargos, strikes, or other factors beyond its control, it may submit a request for an economic price adjustment. The request must contain adequate and reasonable supporting documentation and will be granted in the sole discretion of UTA. There shall be no adjustment for any changes in material unit prices which would not result in a net change of at least 3 percent of the then-current total material only portion of the contract price. The aggregate of the increases in any contract price under this clause shall not exceed 10 percent of the original contract price for materials only, not labor. UTA reserves the right to combine more than one Economic Price Adjustment into a single change order.

6. **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 Construction Services Agreement
 2. Design and/or Construction Special Provisions (including any exhibits and attachments hereto).
 3. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
 4. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Construction Services;
- b. The above-referenced documents are made as fully a part of the Contract as if hereto.

7. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all terms and conditions, exhibits, and attachments.
2. Design and/or Construction Special Provisions
3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions.

Any Contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

8. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to Project Manager David Osborn at dosborn@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software 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 to Project Manager David Osborn at dosborn@rideuta.com. Invoices not submitted electronically will be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to Project Manager David Osborn at dosborn@rideuta.com.

9. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT

Any deliverables 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, 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 for UTA's operation, maintenance, modification, improvement and replacement 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 Contractors.

10. USE OF SUBCONTRACTORS

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

11. KEY PERSONNEL

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

12. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. 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 after completion of the Work, or until any audit initiated within that six-year period has been completed

(whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. 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 Work at any tier.

13. FINDINGS CONFIDENTIAL

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor 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. If confidential information is released to any third party without UTA's written consent as described above, Contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

- a. 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.

14. PUBLIC INFORMATION.

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

15. GENERAL INDEMNIFICATION – see Article 6 of Design and/or Construction Special Provisions

16. INSURANCE REQUIREMENTS – see Article 7 of Design and/or Construction Special Provisions

17. OTHER INDEMNITIES -see Article 6 of Design and/or Construction Special Provisions

18. INDEPENDENT CONTRACTOR

Contractor 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. Contractor is responsible to provide and pay the cost of all its employees' benefits.

19. PROHIBITED INTEREST

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 Contractor in this Contract or the proceeds thereof without specific written authorization by UTA.

20. CLAIMS/DISPUTE RESOLUTION - see Article 11 of Design and/or Construction Special Provisions

21. GOVERNING LAW

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in Third District Court in and for Salt Lake County, Utah and Contractor consents to the jurisdiction of such courts.

22. ASSIGNMENT OF CONTRACT

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

23. NONWAIVER

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

24. NOTICES OR DEMANDS

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

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

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

If to Contractor:
Eckman Construction LLC
Cooper Eckman, President/Owner
3032 S. 1030 W. Suite 101
Salt Lake City, UT 84119

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

Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.

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

25. CONTRACT ADMINISTRATOR

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

26. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES – see Article 8 of Design and/or Construction Special Provision

27. COSTS AND ATTORNEYS FEES

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

28. NO THIRD-PARTY BENEFICIARY

The parties enter into this Contract for the sole benefit of the parties, in exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of this Contract.

29. FORCE MAJEURE

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

30. SEVERABILITY

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

31. UTAH ANTI-BOYCOTT OF ISRAEL ACT

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this 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. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be

used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

33. AMENDMENTS

Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.

34. 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 electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

35. 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 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

UTAH TRANSIT AUTHORITY:

ECKMAN CONSTRUCTION LLC:

By:
Jay Fox
Executive Director

Date:

DocuSigned by:
By: Cooper Eckman Date: 5/6/2025
Cooper Eckman
President/Owner
Fed ID#87-0579049

By:
David Hancock

Date:

Approved as to Content and Form

DocuSigned by:
By: Mike Bell Date: 5/6/2025
Mike Bell, AAG State of Utah
And UTA Legal Counsel

Reviewed & Recommended

DocuSigned by:
By: David Osborn Date: 5/6/2025
David Osborn,
UTA Project Manager

Design and/or Construction Special Provisions

ARTICLE 1

General

1.1 **Cooperation.** UTA and Contractor commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, so as to permit each party to realize the benefits afforded under the Contract Documents.

1.2 **Professional Standards.** Contractor shall perform the Work in a good and workmanlike manner, and shall use reasonable skill, care, and diligence. If the Work includes professional services, Contractor shall perform those services in a professional manner, using at least that standard of care, skill and judgment that can reasonably be expected from similarly situated professionals.

1.3 **Definitions.** Terms that are defined in the Agreement have the same definition in all the Contract Documents, including in these Special Provisions. Unless expressly modified by the Agreement, the following definitions shall also apply to all Contract Documents:

“Agreement” means the document signed by Contractor and UTA to which these Special Provisions Design and/or Construction Special Provisions are attached as an exhibit or into which these Design and/or Construction Special Provisions (“Special Provisions”) Special Provisions are incorporated by reference.

“Application for Payment” shall mean an invoice for a progress or final payment made in accordance with the requirements of Article 5 of these Special Provisions.

“Basis of Design Documents” means those preliminary drawings, concept design drawings, technical requirements, performance requirements, project criteria, or other documents that are (i) included in the Contract Documents, and (ii) serve as the basis or starting point for design services to be performed by Contractor, if any.

“Claim” has the meaning indicated in Section 11.1 of these Special Provisions.

“Construction Documents” means the final drawings and specifications that set forth in detail the requirements for construction of the Project.

“Contract Documents” means those documents designated as Contract Documents in the Agreement.

“Contract Times” means the guaranteed dates for Substantial Completion, Final Completion (if applicable), and any other deadlines for completion of the Work, or a part thereof, all as set forth in the Agreement.

“Contractor” means the entity that has entered into a contract with UTA to perform construction and other services as detailed in the Contract Documents. The Contractor may be a Design-Builder, general contractor, Construction Manager/General Contractor, or other type of entity.

“Day” means a calendar day unless otherwise specifically noted in the Contract Documents.

“Differing Site Condition” has the meaning indicated in Section 4.2 of these Special Provisions.

“Final Completion” has the meaning indicated in Section 5.8 of these Special Provisions.

“Force Majeure Event” means a delay caused by any national or general strikes, fires, riots, acts of God, acts of the public enemy, floods, acts of terrorism, unavoidable transportation accidents or embargoes, or other events: (i) which are not reasonably foreseeable as of the date the Agreement was executed; (ii) which are attributable to a cause beyond the control and without the fault or negligence of the party incurring such delay; and (iii) the effects of which cannot be avoided or mitigated by the party claiming such Force Majeure Event through the use of commercially reasonable efforts. The term Force Majeure Event does not include a delay caused by seasonal weather conditions, inadequate construction forces, general economic conditions, changes in the costs of goods, or Contractor’s failure to place orders for equipment, materials, construction equipment or other items sufficiently in advance to ensure that the Work is completed in accordance with the Contract Documents.

“Special Provisions” means this document.

“Legal Requirements” means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work including, without limitation, those related to safety and environmental protection. The terms Legal Requirements shall also include any requirements or conditions included in a permit required for, or issued in conjunction with, the Project.

“Potential Change Notice” has the meaning indicated in Section 10.3 of these Special Provisions.

“Project” means the construction project described in the Agreement.

“Punchlist” means shall mean a schedule of Work items (developed in accordance with the procedures described in Article 5) which remain to be completed prior to Final Completion, but which do not adversely affect the performance, operability, capacity, efficiency, reliability, cost effectiveness, safety or use of the Project after Substantial Completion.

“Schedule of Values” means the detailed statement furnished by Contractor and approved by UTA in accordance with Section 5.1, which statement outlines the various components of the Contract Price and allocates values for all such components in a manner that can be used for preparing and reviewing invoices.

“Site” means the land or premises on which the Project is located, as more particularly defined and described in the Contract Documents.

“Subcontractor” means any person or entity (including subcontractors at any tier, design engineers, laborers and materials suppliers) retained by Contractor or any other Subcontractor to perform a portion of Contractor’s obligations under the Contract Documents.

“Substantial Completion” or “Substantially Complete” has the meaning indicated in Section 4.6 of these Special Provisions.

“Work” means all obligations, duties, requirements, and responsibilities for the successful completion of the Project by Contractor, including furnishing of all services and/or equipment (including obtaining all applicable licenses and permits to be acquired by Contractor) in accordance with the Contract Documents.

ARTICLE 2

Contractor’s Services

2.1 General Services.

2.1.1 Contractor’s Project Manager shall be reasonably available to UTA and shall have the necessary expertise and experience required to supervise the Work. Contractor’s Project Manager shall communicate regularly with UTA and shall be vested with the authority to act on behalf of Contractor.

2.1.2 Contractor shall provide UTA with a monthly status report detailing the progress of the Work, including: (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether unusual health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Contractor’s ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Contractor shall prepare and submit, within seven (7) Days of the execution of the Agreement, a schedule for the execution of the Work for UTA’s review and response. The schedule must indicate the dates for the start and completion of the various stages of Work, including the required dates when UTA obligations must be completed to enable Contractor to achieve the Contract Time(s). Such UTA obligation dates may include (where contemplated in the Contract Documents): (i) Site availability requirements; and/or (ii) dates when UTA information or approvals are required. The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. UTA’s review of, and response to, the schedule shall not be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.2 Design Services. If the Work includes any design services, provisions 2.2.1 through 2.2.8 apply.

2.2.1 Contractor shall provide the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Contractor to complete the Work consistent with the Contract Documents. Contractor shall ensure that design services are performed by qualified, licensed design professionals employed by Contractor, or by qualified, independent licensed design contractors procured by Contractor.

- 2.2.2 Contractor and UTA shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that UTA may wish to review, which interim design submissions may include design criteria, drawings, diagrams, and specifications setting forth the Project requirements. Interim design submissions must be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.2.2. On or about the time of the scheduled submissions, Contractor and UTA shall meet and confer about the submissions, with Contractor identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents shall be processed in accordance with Article 7. Minutes of the meetings, including a full listing of all changes, will be maintained by Contractor and provided to all attendees for review. Following the design review meeting, UTA will be entitled to at least ten (10) Days to review and approve the interim design submissions and meeting minutes.
- 2.2.3 To the extent not prohibited by the Contract Documents or Legal Requirements, and with the approval of UTA, Contractor may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.
- 2.2.4 Contractor shall submit proposed Construction Documents to UTA, which must be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and UTA shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.2.2 above. Contractor shall submit one set of approved Construction Documents to UTA prior to commencement of construction.
- 2.2.5 UTA's review and approval of interim design submissions, meeting minutes, and Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither UTA's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to: (i) relieve Contractor from its obligations to comply with the Contract Documents; (ii) relieve Contractor from its obligations with respect to the accuracy of the design submittals; or (iii) transfer any design liability from Contractor to UTA.
- 2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.
- 2.2.7 All drawings, specifications, interim design submissions, Construction Documents, and other documents furnished by Contractor to UTA pursuant to the Contract Documents (those documents, the "Work Product") are deemed to be instruments of service and Contractor shall retain the ownership and intellectual property rights therein.

- 2.2.8 Once UTA has made a corresponding payment for the Work required for Contractor to prepare any Work Product, Contractor will be deemed to have granted to UTA a license to use that Work Product in connection with the construction, occupancy, and maintenance of the Project, or any other UTA project or facility.

2.3 **Government Approvals, Permits, and Legal Requirements.**

- 2.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Contractor shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project or Site. Contractor shall provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility.
- 2.3.2 Contractor shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.
- 2.3.2 Contractor shall file a notice of commencement, a notice of completion, and other notices required by Utah Code Title 38 (Liens). Contractor shall file such notices in the manner and within the time periods required by law.
- 2.3.3 The Contract Price and/or Contract Time(s) will be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements provided that such changes: (i) materially increase Contractor's cost of, or time required for, the performance of the Work; and (ii) are enacted after the effective date of the Agreement.

2.4 **Construction Services.**

- 2.4.1 Contractor shall proceed with construction in accordance with the approved Construction Documents.
- 2.4.2 Except to the extent that the Contract Documents expressly identify UTA obligations related to the Work, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities (whether or not expressly stated or depicted in the Contract Documents or Construction Drawings) to permit Contractor to complete construction of the Project consistent with the Contract Documents.
- 2.4.3 Contractor is responsible for securing the Site until UTA issues a Certificate of Substantial Completion.
- 2.4.4 Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences, techniques and procedures of construction.

- 2.4.5 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 equipment and materials to be incorporated into the Work; and (iii) other property at the Site or adjacent thereto. 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.
- 2.4.6 Contractor shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. UTA may require Contractor to remove from the Project a Subcontractor or anyone employed directly or indirectly by any Subcontractor, if UTA reasonably concludes that the Subcontractor is creating safety risks at the Site or quality risks to the Project.
- 2.4.7 Contractor is responsible for the proper performance of the Work by Subcontractors and for any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between UTA and any Subcontractor, including but not limited to any third-party beneficiary rights.
- 2.4.8 Contractor shall coordinate the activities of all of its Subcontractors. If UTA performs other work on the Project or at the Site with separate contractors under UTA's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.4.9 Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit UTA to occupy the Project or a portion of the Project for its intended use.

2.5 **Quality Control, Quality Assurance, Inspection, Rejection and Correction of Work.**

- 2.5.1 Contractor shall develop a Project-specific construction quality control plan as contemplated in UTA's Quality Management Plan and Construction Quality Plan. The Contractor's plan shall satisfy the minimum requirement imposed by UTA's Construction Quality Plan and shall be sufficient to ensure that Work is performed in compliance with the Contract Documents. If the Work includes any design services, Contractor shall also develop and thereafter comply with a design quality plan that meets the minimum

requirements set forth in the UTA Design Quality Plan. The UTA Quality Management Plan, Construction Quality Plan and Design Quality Plan are incorporated into the Contract Documents by reference. The Contractor's plans shall be subject to UTA's review and approval.

- 2.5.2 Contractor shall comply with the approved quality control plan(s). Responsibilities shall include inspection and testing and related activities including administration, management, supervision, reports, record keeping and use of independent testing agencies and laboratories. Contractor shall provide evidence of compliance with the Contract Documents.
- 2.5.3 UTA will have the right to audit and spot check the Contractor's quality control procedures and documentation. This will include the Company's right to inspect and test all Work at reasonable times. Contractor shall cooperate with any inspection and testing performed by UTA. All contractor-furnished materials and supplies shall be subject to inspection at the point of manufacture.
- 2.5.2 Any inspection and testing performed by UTA shall be for the sole and exclusive benefit of UTA. Neither inspection and testing of Work, nor the lack of same nor acceptance of the Work by UTA, nor payment therefore shall relieve Contractor from any of its obligations under the Contract Documents.
- 2.5.3 At any time prior to Substantial Completion, UTA may reject Work which fails to conform to the Contract Documents. Contractor shall, at its sole expense, promptly re-perform or correct any Work so as to conform to the requirements of the Contract. Contractor shall not be entitled to an adjustment to the Contract Price and/or Contract Times with respect to any corrective action necessary to rectify non-conforming Work.
- 2.5.4 If Contractor fails to promptly remedy rejected Work, UTA may with seven days written notice, without limiting or waiving any other rights or remedies it may have, self-perform (through its own forces or through other contractors) the necessary corrective action(s) and deduct all amounts so incurred from any amount then or thereafter due Contractor.

2.6 **Contractor's Warranty.**

- 2.6.1 Contractor warrants to UTA that all Work, including all materials and equipment furnished as part of the Work, shall be: (i) of good quality conforming to generally recognized industry standards; (ii) in conformance with the Contract Documents; (iii) free of defects in materials and workmanship; and (iv) consistent with applicable Legal Requirements. Without limiting the generality of the forgoing, Contractor also specifically warrants that any design, engineering or other professional services provided by Contractor shall be shall satisfy applicable professional standards of care and that all materials and that any equipment furnished as part of the construction shall be new (unless otherwise specified in the Contract Documents). This provision is not intended to limit any manufacturer's warranty that provides UTA with greater warranty rights than set forth in this Section 2.6. Contractor shall provide UTA with all manufacturers' warranties upon Substantial Completion. Similarly, nothing in this Article is intended to

limit any other express warranties set forth in the Contract Documents or to limit any other warranties implied by law, custom or usage of trade.

- 2.6.2 If Contractor becomes aware of any defect in the Work, or non-conformance with the Contract Documents, Contractor shall give prompt written notice of that defect or non-conformance to UTA.
- 2.6.3 Except as otherwise stated in the Agreement, Contractor shall correct any Work that does not comply with the warranties provided above for a period of two years following the date of Substantial Completion.
- 2.6.4 Contractor shall, within ten (10) Days of receipt of written notice from UTA that the Work does not comply with the warranties provided above, take meaningful steps to commence corrective action, including the correction, removal, replacement or re-performance of the nonconforming Work and the repair of any damage to other property caused the warranty failure. If Contractor fails to commence the necessary corrective action within such ten (10) Day period (or thereafter fails to continuously and diligently pursue such corrective action to completion), UTA may (in addition to any other remedies provided under the Contract Documents) provide Contractor with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the warranty failure at Contractor's expense. If UTA performs (or causes to be performed) such corrective action, UTA may collect from Contractor all amounts so incurred. If the nonconforming Work creates an emergency requiring an immediate response, the ten (10) Day period identified above shall be deemed inapplicable.
- 2.6.5 The two-year period referenced in Section 2.6.3 above only applies to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies UTA may have regarding Contractor's other obligations under the Contract Documents

ARTICLE 3

Bond Requirements

- 3.1 The contract value exceeds the small purchase threshold, contractor shall provide the following bonds:
 - 3.1.1 A Bid Bond (or equivalent guaranty in the form of a letter of credit, certified check or other negotiable instrument deemed to be equivalent by the Authority) equal to five percent of the proposed Contract price securing performance in accordance with the Bid or Proposal provided with submission of bid or proposal.
 - 3.1.2 A Performance Bond equal to 100% of the Contract price provided prior to formal contract execution; and
 - 3.1.3 A Payment Bond equal to 100% of the Contract price provided prior to formal contract execution.

ARTICLE 4.0

Site Conditions

4.1 Hazardous Materials.

- 4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Contractor's Work, Contractor is not responsible for any Hazardous Materials encountered at the Site. "Hazardous Materials" means any substance that: (i) is deemed a hazardous waste or substance under any environmental law; or (ii) might endanger the health of people exposed to it.
- 4.1.2 If Contractor discovers at the Site any substance the Contractor reasonably believes to be a Hazardous Material, Contractor shall immediately stop Work in the area of the discovery and immediately report the discovery to the UTA Project Manager. UTA shall determine how to deal with the Hazardous Material, and Contractor shall resume Work in the area when directed to do so by the UTA Project Manager.
- 4.1.3 Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.
- 4.1.4 The risk allocation and change provisions of Sections 4.1.1 through 4.1.3 do not apply to any Hazardous Materials introduced to the Site by Contractor, its Subcontractors, or anyone for whose acts Contractor is responsible. Those provisions also exclude Hazardous Materials that were properly stored and/or contained at the Site but thereafter released as a result of the Contractor's negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Contractor as described above in this Section 4.1.4, then: (i) to the fullest extent permitted by law, Contractor shall defend and indemnify UTA from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from such Hazardous Materials; and (ii) Contractor shall not be entitled to an extension of Contract Price and/or Contract Time(s).

4.2 Differing Site Conditions.

- 4.2.1 If Contractor encounters a Differing Site Condition, Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the Differing Site Condition. "Differing Site Condition" means concealed or latent physical conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; and (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.
- 4.2.2 Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to UTA of such condition, which notice shall not be later than five (5) Days after such condition has been encountered. Contractor shall, to the extent reasonably

possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

ARTICLE 5

Payment

5.1 Schedule of Values (Applicable where payment is made on the basis of progress, milestones, or on a periodic basis.)

5.1.1 Unless required by UTA upon execution of this Agreement, within ten (10) Days of execution of the Agreement, Contractor shall submit for UTA's review and approval a Schedule of Values for all of the Work. The Schedule of Values will: (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Contractor throughout the Work.

5.1.2 UTA will timely review and approve the Schedule of Values so as not to delay the submission of the Contractor's first application for payment. UTA and Contractor shall timely resolve any differences so as not to delay the Contractor's submission of its first application for payment.

5.2 Application for Payment.

5.2.1 To receive payment, Contractor shall submit to UTA an Application for Payment requesting payment to which Contractor is entitled depending on the type of payment specified in Article 5 and Exhibit B. Contractor shall not submit Applications for Payment more often than once per month. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to UTA's reasonable satisfaction, Contractor's entitlement to receive payment.

5.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that: (i) UTA is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, UTA will receive the equipment and materials free and clear of all liens and encumbrances.

5.2.3 The Application for Payment will constitute Contractor's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all materials and equipment will pass to UTA free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the materials and equipment into the Project, or upon Contractor's receipt of payment, whichever occurs earlier.

5.3 Invoicing Procedures

5.3.1. Contractor shall invoice UTA after achievement of contractual milestones or after delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to Project Manager David Osborn at dosborn@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

- i. Contractor Name
- ii. Unique Invoice Number
- iii. PO Number
- iv. Invoice Date
- v. Detailed Description of Charges
- vi. Total Dollar Amount Due

5.3.2 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.

5.4 Sales Tax Exemption

5.4.1 Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

5.5 UTA's Payment Obligations.

5.5.1 UTA shall pay Contractor all amounts properly requested and documented within thirty (30) Days of receipt of an Application for Payment.

5.5.2 Notwithstanding Section 5.5.1, UTA may withhold up to 5% of each payment as retention in accordance with Utah Code Ann. § 13-8-5.

5.5.3 Notwithstanding Section 5.5.1, UTA may offset from such Application for Payment amounts any owed to UTA by Contractor pursuant to the Contract Documents.

5.5.4 If UTA determines that Contractor is not entitled to all or part of an Application for Payment as a result of Contractor's failure to meet its obligations under the Contract Documents, UTA will notify Contractor of the specific amounts UTA has withheld (or intends to withhold), the reasons and contractual basis for the withholding, and the specific actions Contractor must take to qualify for payment under the Contract Documents. If the Contractor disputes UTA's bases for withholding, Contractor may pursue its rights under the Contract Documents, including those under Article 8.

5.6 Contractor's Payment Obligations.

- 5.6.1 Contractor shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Contractor has received from UTA on account of their work. Contractor shall indemnify and defend UTA against any claims for payment and mechanic's liens as set forth in Section 6.2 hereof. Contractor may withhold up to 5% of each payment as retention corresponding to retentions withheld by UTA but must pay the subcontractor all retained monies within 30 days of receipt from UTA by the Contractor. All retentions must be in compliance with Utah Code Ann. § 13-8-5.
- 5.6.2 Contractor shall pay its employees and also ensure its sub-tier contractors at every level pay their eligible employees the prevailing wage rate as established by the Utah State Labor Commission.
- 5.6.3 If the Contract Documents include Federal Clauses, the terms of those Federal Clauses pertaining to payment of Subcontractors supersede any conflicting terms of this Article 5.

5.7 **Substantial Completion.**

- 5.7.1 Contractor shall notify UTA when it believes the entire Work is Substantially Complete. As used in the Contract Documents, "Substantially Complete" or "Substantial Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents (excluding Punchlist items) to point such that UTA may safely start-up, occupy or otherwise fully use the Project for its intended purposes in compliance with applicable Legal Requirements. The terms "Substantially Complete" or "Substantial Completion" also require the completion of any items of Work specifically set forth as conditions precedent to Substantial Completion in the Agreement. Within five (5) Days of UTA's receipt of Contractor's notice, UTA and Contractor will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, UTA shall prepare and issue a Certificate of Substantial Completion that will set forth: (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining Punchlist items that have to be completed before Final Completion and final payment; and (iii) provisions (to the extent not already provided in the Contract Documents) establishing UTA's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Completion and final payment.
- 5.7.2 Promptly after issuing the Certificate of Substantial Completion, UTA shall release to Contractor all retained amounts, less an amount equal to two times the reasonable value of all remaining Punchlist items noted in the Certificate of Substantial Completion.
- 5.7.3 Upon Contractor's request or upon UTA's own initiative, UTA may, in its sole discretion, deem a discrete segment of the Project to be Substantially Complete. The provisions of Sections 5.6.1 and 5.6.2 will apply to that discrete segment of the Project. In addition, before UTA may take possession of a discrete segment of the Project, UTA and Contractor shall obtain the consent of their sureties, insurers, and any government authorities having jurisdiction over the Project.

5.7.4 Following Substantial Completion, UTA may restrict Contractor's access to the Site. UTA shall allow Contractor reasonable access to the Site in order for the Contractor to achieve Final Completion.

5.8 Final Payment.

5.8.1 When Contractor has achieved Final Completion of the Work, Contractor shall submit a Final Application for Payment. As used in the Contract Documents, "Final Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents including completion of Punchlist items, demobilization from the Site and the transmittal of all deliverables required by the Contract Documents. The Final Application for Payment shall include (at a minimum) the items set forth below.

5.8.1.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect UTA's interests;

5.8.1.2 A general release executed by Contractor waiving, upon receipt of final payment, all claims, except those claims previously made in writing to UTA and remaining unsettled at the time of final payment;

5.8.1.3 All as-built drawings, redlined drawings, operating manuals, warranty assignments and other deliverables required by the Contract Documents; and

5.8.1.4 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

5.8.2 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punchlist if discovered earlier, will be deemed warranty Work. Contractor shall correct such deficiencies pursuant to Section 2.6, and UTA may withhold from the final payment the reasonable value of completion of the deficient work until that work is completed.

ARTICLE 6

Indemnification and Loss

6.1 Patent and Copyright Infringement. If the Work includes any design services, provisions 6.1.1 through 6.1.3 apply.

6.1.1 Contractor shall defend any action or proceeding brought against UTA based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. UTA shall give prompt written notice to Contractor of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Contractor shall indemnify UTA from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against UTA or

Contractor in any such action or proceeding. Contractor shall keep UTA informed of all developments in the defense of such actions.

6.1.2 If UTA is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Contractor shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Contractor cannot so procure such right within a reasonable time, Contractor shall promptly, at Contractor's expense, either: (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

6.1.3 Sections 6.1.1 and 6.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process or product of a particular manufacturer specified by UTA and not offered or recommended by Contractor to UTA; or (ii) arising from modifications to the Work by UTA or its agents after acceptance of the Work

6.2 **Payment Claim Indemnification.** Provided that UTA is not in breach of its contractual obligation to make payments to Contractor for the Work, Contractor shall indemnify, defend and hold harmless UTA from any claims or mechanic's liens brought against UTA or against the Project as a result of the failure of Contractor, its Subcontractors, or others for whose acts Contractor is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) Days of receiving written notice from UTA that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Contractor fails to do so, UTA will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

6.3 **Contractor's General Indemnification.**

6.3.1 Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend UTA, its officers, trustees, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction resulting from or arising out of the negligent acts or omissions of Contractor, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

6.3.2 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 has a claim against UTA, its officers, directors, employees, or agents, Contractor's indemnity obligation set forth in Section 5.3.1 above will not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Contractor, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

6.4 **Risk of Loss.** Contractor bears all risk of loss to the Project, including materials and equipment not yet incorporated into the Project, until UTA may take possession of a discrete segment of the Project pursuant to section 5.7.3 above or final payment is made by UTA, whichever event occurs first. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this 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 this contract by the Contractor, his agents, representatives, employees, or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

ARTICLE 7

INSURANCE REQUIREMENTS

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority 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 this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** 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 \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000
 - a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
 - b. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO from CG 24 17 10

01 (or a substitute form providing equivalent coverage) showing “Utah Transit Authority Property” as the Designated Job Site

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$2,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

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

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA, AND when such contractor or subcontractor executes the appropriate waiver form.

4. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

5. **Railroad Protective Liability Insurance (RRPLI) –**

During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Contractor must maintain “Railroad Protective Liability” insurance on behalf of UTA only

as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

If the Contractor is not enrolling for this coverage under UTA's blanket RRPLI program, the policy provided must have the definition of "JOB LOCATION" AND "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

6. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. *(NOTE: Projects over \$10,000,000 will require limits of \$2,000,000 per occurrence and \$4,000,000 aggregate; Projects over \$40,000,000 will require limits of \$5,000,000 per occurrence and \$5,000,000 aggregate)*

7. **Builder's Risk:** Builder's risk (course of construction) insurance, covering the risk of loss for any damage or loss to the building or structure by any means or occurrence until the final completion of the contract work. Coverage shall utilize an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage shall include mechanical breakdown, property in transit, property at temporary storage locations, earthquake damage and flood damage insuring the interests of UTA, SLCDA and their respective subcontractors of any tier providing equipment, materials or services for the project.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the contractor's assessment of the exposure for this contract; for their 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.
3. Contractor and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Contractor's insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority,

except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.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.

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Article 8.0

Health Insurance

Insurance Coverage for Employees.

- 8.1 If the Contract Price is \$2,000,000 or more, Contractor shall, prior to the effective date of the Agreement, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of the Contract.

- 8.2 If the Contractor enters into any subcontracts under the Contract Documents in an amount of \$1,000,000 or more, then Contractor shall also demonstrate to UTA that such subcontractor(s) have and will maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employee's dependents during the duration of the subcontract

Article 9.0

TIMELINESS

9.1 Obligation to Achieve the Contract Times. Contractor shall commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents. The Contract Documents specify critical completion milestones with which Contractor must comply. All time and schedule requirements included within the Contract Documents are of the essence. By executing the Agreement, Contractor confirms that the completion milestones in the Contract Documents are reasonable for the performance of the Work. Unless otherwise excused by the terms of the Contract Documents, Contractor's failure to timely perform the Work in accordance with the completion milestones shall result in the assessment of liquidated damages (if, and to the extent, set forth in the Agreement) and (where no liquidated damages are provided under the Agreement or where the maximum liquidated damages available under the Agreement have been incurred) an event of default.

9.2 Excusable Delays. The Contract Time(s) for performance shall be equitably adjusted by Change Order to the extent that Contractor is actually and demonstrably delayed in the performance of the Work because of: (i) Differing Site Conditions (as provided in Section 3.2); (ii) Hazardous Materials (as provided in Section 3.1); (iii) Force Majeure Events (as defined in Section 1.3); (iv) changes in the Work directed by UTA (as provided in Section 7.2); (v) constructive changes (as provided in Section 7.3); (vi) changes in Legal Requirements (as provided in Section 2.3.3); (viii) a suspension without cause (as provided in Section 9.1); or (viii) UTA's unexcused delay in performing any UTA obligation specified in the Contract Documents in accordance with the completion milestones indicated in the approved schedule.

9.3 Excusable and Compensable Delays. In addition to Contractor's right to a time extension for those events set forth in Section 6.2 above, Contractor will also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for delays caused by Force Majeure Events.

ARTICLE 10

Changes

10.1 Change Orders.

10.1.1 Contractor shall not undertake any activity that materially changes the Work, or materially deviates from the requirements of the Contract Documents, except as authorized in this Article 7. Any costs incurred by Contractor without authorization as provided in this Article 7 will be considered non-compensable.

10.1.2 A Change Order is a written instrument, signed by UTA and Contractor, issued after execution of the Agreement, stating their agreement on a change in: (i) the scope of the Work; (ii) the Contract Price; and/or (iii) the Contract Time(s).

10.1.3 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. UTA and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

10.2 **UTA-Directed Changes.** UTA may direct changes in the Work. Upon receipt of such direction, Contractor shall prepare an estimate of the cost and schedule impact of the change (if any). Upon agreement between UTA and Contractor on the scope of the change to the Work, and the adjustment, if any, to the Contract Price and/or Contract Times, UTA and Contractor shall execute a written Change Order.

10.3 Constructive Changes.

10.3.1 To the extent that Contractor: (i) receives a written or verbal direction or proceeding from UTA that Contractor believes to constitute a material change to the nature, character or schedule of the Work; and/or (ii) becomes aware of any circumstance or condition that expressly provides Contractor a right to a Change Order under the terms of the Contract Documents, then (in either case) Contractor shall deliver to UTA's Project Manager written notice (hereinafter a "Potential Change Notice") within ten (10) Days after Contractor becomes aware of (or should have reasonably become aware) the facts and circumstances which Contractor believes to give rise to a Change Order.

10.3.2 Contractor's failure to deliver a Potential Change Notice in a timely manner shall constitute a waiver of all of Contractor's rights to a Change Order.

10.3.3 In conjunction with the Potential Change Notice or not longer than 30 days after delivery of notice, Contractor shall submit to UTA all supporting information and documentation necessary for UTA to evaluate the contractual basis for the Potential Change Notice and to also evaluate the relief claimed by Contractor. Contractor shall promptly respond to all UTA inquiries about the Potential Change Notice and the supporting information and documentation.

10.3.4 To the extent UTA concludes that the Potential Change Notice demonstrates Contractor's entitlement to a Contract adjustment, and provided that the parties are able to negotiate

mutually agreeable adjustments to the Contract Documents, then UTA and Contractor shall execute a written Change Order.

10.4 Direction or Authorization to Proceed.

10.4.1 Prior to final agreement with respect to a Change Order, UTA may issue a Direction or Authorization to Proceed (“DAP”). A DAP is a written order unilaterally prepared and signed by UTA directing the Contractor to proceed with specified Work while Change Order negotiations or Claim resolution discussions continue. UTA may issue a DAP at any time, and Contractor shall undertake the Work as set forth in the DAP, and in accordance with the Contract Documents.

10.4.2 After issuance of a DAP, UTA and Contractor shall continue to negotiate in good faith to resolve outstanding issues expeditiously.

10.5 **Requests for Information.** UTA shall have the right, from time to time, to issue clarifications to the Work of a non-material nature at any time. Contractor shall have the corresponding right to seek clarification with respect to ambiguous or conflicting provisions of the Contract Documents. Such clarifications or conflicts shall be confirmed, implemented and documented through a Request for Information (“RFI”) process to be developed for the Project. The RFI process may also be used to document minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents.

10.6 Contract Price Adjustments.

10.6.1 The increase or decrease in Contract Price resulting from a change in the Work will be determined by one or more of the following methods:

10.6.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

10.6.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by UTA;

10.6.1.3 Costs, fees and any other markup rates set forth in the Agreement; or

10.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 10.6.1.1 through 10.6.1.3 above and UTA issues a DAP, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit rate, as may be set forth in the Agreement.

10.6.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to UTA or Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

10.6.3 Negotiations over changes in the Contract Price will be conducted using an open-book cost-estimating process. UTA defines “open-book” to include all elements of Contractor’s

costs, including labor hours and rates, units and estimated quantities, unit prices, equipment estimates, material costs, and subcontractor costs. Contractor shall openly share its detailed cost estimate, material and subcontractor quotations and any other information used to compile its cost estimate.

- 10.7 **Disputes Regarding Change Orders.** If the parties are not able to agree as to whether a Change Order is warranted under the Contract Documents, or cannot agree upon the extent of relief to be granted under a Change Order after good faith negotiations, either party may refer the dispute to the Claim resolution provisions of Article 8. Pending resolution of such Claim, Contractor shall proceed with the Work as directed by UTA under a reservation of rights. UTA shall continue to pay any undisputed payments related to such Claim.
- 10.8 **Emergencies.** In any emergency affecting the safety of persons and/or property, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 7.

ARTICLE 11

Claims and Dispute Resolution

11.1 Claims.

- 11.1.1 "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 10. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- 11.1.2 Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

11.2 Dispute Resolution.

- 11.2.1 The parties shall attempt in good faith to resolve promptly through negotiation any Claim arising out of or relating to the Contract Documents. If a Claim should arise, UTA's Project Manager and Contractor's Project Manager will meet at least once to attempt to resolve the Claim. For such purpose, either may request the other to meet within seven (7) Days of the date the Claim is made, at a mutually agreed upon time and place.
- 11.2.2 If UTA's Project Manager and Contractor's Project Manager are not able to resolve the Claim within fourteen (14) Days after their first meeting (or such longer period of time as may be mutually agreed upon), either party may request that UTA's Senior Representative and the Contractor's management representative ("Contractor's Management Representative") meet at least once to attempt to resolve the Claim.
- 11.2.3 If the Claim has not been resolved within sixty (60) Days of the date the Claim is made, either party may refer the Claim to non-binding mediation by sending a written mediation

request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under the Contract Documents shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (the “Mediator”). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the Claim. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

- 11.2.4 If the Claim is not resolved within thirty (60) days after the commencement of mediation, or if no mediation has been commenced within one hundred and twenty (120) days of the date the Claim is made, either party may commence litigation to resolve the Claim. The exclusive forum for any such litigation is the Third District Court in and for Salt Lake County, Utah.

ARTICLE 12

Suspension and Termination

12.1 UTA’s Right to Stop Work.

- 12.1.1 UTA may, without cause and for its convenience, order Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and twenty (120) consecutive Days or aggregate more than two hundred and forty (240) Days during the duration of the Project. In the event a suspension continues longer than the above-referenced periods, Contractor shall have the right to terminate the Agreement. Any such termination shall be considered to be a termination for convenience by UTA.
- 12.1.2 If a suspension is directed by UTA without cause, Contractor shall be entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by UTA.
- 12.1.3 In addition to its rights under Section 12.1.1, UTA shall have the right to order a suspension for cause if the Work at any time ceases to comply with the workmanship, safety, quality or other requirements of the Contract Documents or any Legal Requirements. Contractor shall not be entitled to seek an adjustment the Contract Price and/or Contract Time(s) with regard to any such suspension.

12.2 UTA’s Right to Terminate for Convenience. Upon written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate this Agreement. In such event, UTA shall pay Contractor for the following:

- 12.2.1 All Work satisfactorily completed or commenced and in process as of the effective date of termination;
- 12.2.2 The reasonable and demonstrable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors; and

12.2.3 The fair and reasonable sums for overhead and profit on the sum of items 12.2.1 and 12.2.2 above. UTA shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

12.3 UTA's Right to Terminate for Cause; Other Remedies for Default.

12.3.1 Subject to the cure provision of Section 9.3.2 below and other limitations set forth in these Special Provisions, Contractor shall be in default of its obligations under the Contract Documents if Contractor: (i) fails to provide a sufficient number of skilled workers; (ii) fails to supply the materials required by the Contract Documents; (iii) fails to comply with applicable Legal Requirements; (iv) fails to timely pay its Subcontractors without proper cause; (v) makes a materially false or misleading representation or certification in conjunction with the Contract Documents; (vi) fails to prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; (vii) fails to satisfy any guaranteed interim or completion milestone set forth in the Contract Documents; or (viii) fails to perform any other material obligations under the Contract Documents. In any such event, UTA (in addition to any other rights and remedies provided in the Contract Documents or by law) shall have the rights set forth in Sections 9.3.2 through 9.3.5 below.

12.3.2 Upon the occurrence of an event of default set forth in Section 9.3.1 above, UTA may provide written notice to Contractor that it intends to terminate the Agreement (in whole or in part) or pursue other available remedies unless the grounds for default are cured within ten (10) Days of Contractor's receipt of such notice. If Contractor fails to cure the grounds for default within such period, then UTA may declare the Agreement, or portions of the Agreement, terminated for default by providing written notice to Contractor of such declaration; provided, however, that to the extent that an item included is the notice of default and demand for cure is capable of cure, but not within the ten-Day cure period, then the Agreement shall not be terminated so long as Contractor commences actions to reasonably cure such breach within the 10-Day cure period and thereafter continuously and diligently proceeds with such curative actions until completion (such additional period not to exceed 45 Days). UTA may terminate the Agreement without opportunity to cure if the breach involves the Contractor's material failure to comply with any Legal Requirements pertaining to safety or environmental compliance.

12.3.3 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to self-perform (through its own forces or through other contractors) the corrective action necessary to cure Contractor's event of default and deduct all costs so incurred from any amount then or thereafter due to Contractor.

12.3.4 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to seek performance by any guarantor of Contractor's obligations hereunder or draw upon any surety or security provided for in the Contract Documents.

- 12.3.5 Upon declaring the Agreement terminated pursuant to Section 9.3.2 above, UTA may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, appliances and other items thereon, which have been purchased for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to UTA for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by UTA in completing the Work, such excess shall be paid by UTA to Contractor. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall pay the difference to UTA. Such costs and expenses include not only the cost of completing the Work, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by UTA in connection with the reprourement and defense of claims arising from Contractor's default.
- 12.3.6 All rights and remedies set forth in the Contract Documents are cumulative, and unless otherwise specifically provided in the Contract Documents are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise. Upon the occurrence of any such default, following the applicable process described in this Article, UTA shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that UTA may have against Contractor under the Contract Documents or at law or inequity.
- 12.3.7 If UTA improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 9.2 above.

12.4 **Bankruptcy of Contractor.**

- 12.4.1 If Contractor institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Contractor's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:
- 12.4.1.1 Contractor, its trustee or other successor, shall furnish, upon request of UTA, adequate assurance of the ability of the Contractor to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) Days after receiving notice of the request; and
- 12.4.1.2 Contractor shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) Days of the institution of the bankruptcy filing and shall diligently prosecute such action. If Contractor fails to comply with its foregoing obligations, UTA shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the UTA under this Article 9.

- 12.4.2 The rights and remedies under Section 9.4.1 above shall not be deemed to limit the ability of UTA to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

ARTICLE 13

Value Engineering

13.1 Value Engineering Change Proposals.

13.1.1 A Value Engineering Change Proposal ("VECP") is a proposal developed, prepared, and submitted to UTA by the Contractor, which reduces the cost of the Work without impairing essential functions or characteristics of the Project, as determined by UTA in its sole discretion. UTA encourages Contractor to submit VECPs whenever it identifies potential savings or improvements. UTA may also request the Contractor to develop and submit a specific VECP.

13.1.2 In determining whether a VECP will impair essential functions or characteristics of the Project, UTA may consider: (i) relative service life; (ii) maintenance effort and frequency; (iii) environmental and aesthetic impacts; (iv) system service; (v) effect of other system components; and (vi) other issues as UTA deems relevant. A VECP must not be based solely on a change in quantities.

13.1.3 Contractor must include the following information in any VECP:

13.1.3.1 A narrative description of the proposed change,

13.1.3.2 A discussion of differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item;

13.1.3.3 A complete cost analysis, including the cost estimate of any additional rights-of-way or easements required for implementation of the VECP;

13.1.3.4 Justification for changes in function or characteristics of each item and effect of the change on the performance on the end item;

13.1.3.5 A description of any previous use or testing of the proposed approach and the conditions and results. If the VECP was previously submitted on another UTA project, the Contractor shall indicate the date, contract number, and the action taken by UTA;

13.1.3.6 Costs of development and implementation; and

13.1.3.7 Any additional information requested by UTA, which must be provided in a timely manner.

13.2 Review and Approval of VECPs

- 13.2.1 Upon receipt of a VECP, UTA shall process it expeditiously, but will not be liable for any delay in acting upon any VECP. Contractor may withdraw all or part of any VECP at any time prior to approval by UTA, but shall, in any case, be liable for costs incurred by UTA in reviewing the withdrawn VECP, or part thereof. In all other situations, each party will bear its own costs in connection with preparation and review of VECPs.
- 13.2.2 UTA may approve in whole or in part any VECP submitted. The decision of UTA regarding rejection or approval of any VECP will be at the sole discretion of UTA and will be final and not subject to appeal. Contractor will have no claim for any additional costs or delays resulting from the rejection of a VECP, including development costs, loss of anticipated profits, or increased material or labor costs.
- 13.3 **Cost Savings.** Except as otherwise stated in the Agreement, any savings resulting from an approved VECP will accrue to the benefit of UTA and Contractor on a 50/50 cost sharing basis. Nevertheless, a Contractor shall not be eligible to share in cost savings where the Contractor had responsibility under its scope of work for drafting, reviewing or approving the designs or processes involved in the VECP.
- 13.4 **Ownership of VECPs.** All approved or disapproved VECPs will become the property of UTA and must contain no restrictions imposed by Contractor on their use or disclosure. UTA retains the right to use, duplicate, and disclose, in whole or in part, any data necessary for the utilization of the VECP on any other projects without any obligation to Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

ARTICLE 14

Miscellaneous

- 14.1 **Confidential Information.** “Confidential Information” means information that is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies in writing as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. To the extent permitted by law (including specifically UCA Title 63G Chapter 2), the receiving party shall maintain the confidentiality of the Confidential Information and shall use the Confidential Information solely in connection with the Project. The parties agree that the Agreement itself (including all incorporated Contract Documents) does not constitute Confidential Information.
- 14.2 **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Vendor’s response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.
- 14.3 **Prohibited Interest.** 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, Contractor or the proceeds under the Contract Documents without specific written authorization by UTA.

- 14.4 **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.
- 14.5 **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.
- 14.6 **Governing Law.** The Agreement 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 Agreement may only be brought in the Third District Court for Salt Lake County, Utah.
- 14.7 **Attorneys Fees and Costs.** If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.
- 14.8 **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.
- 14.9 **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.
- 14.10 **Headings.** The headings used in these Special Provisions, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 14.11 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.
- 14.12 **FORCE MAJEURE:** Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.
- 14.13 **ENTIRE AGREEMENT:** The Contract constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such

standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

EXHIBIT A – SCOPE OF WORK

Remodel the existing building and provide site and utility improvements to the property located at 2320 South 800 West South Salt Lake Utah.

UTA is working on plat and building permit approval.

UTA is in the process of applying for and obtaining a permit with Union Pacific Railroad for the utility crossings on 800 West. The crossing work cannot be started until the permits are finalized. The contractor will be responsible to follow UP requirements and the terms of the permit for all work done in the vicinity of the tracks.

UTA's standard for Contractor's is to utilize UTA's Procore System. This includes construction submittals, request for information (RFI), invoicing, material certifications, inspections, daily logs, change orders, drawings, and specifications.

UTA has procured the switchboard for the project. The contractor is responsible to install and provide any items not shown on the submittal provided in Appendix IX of the solicitation.

The Contractor should plan on coordinating permits with all local agencies, utilities, and Union Pacific Railroad. The railroad coordination is for the utility crossings of the rail tracks on 800 West. These utilities must be installed in a manner that prevents impacts to rail service and according to Union Pacific requirements.

Price assumptions

1. Did not include the electrical gear provided by UTA, but does include installation and anything not included in the information provided in the RFP from the equipment supplier.
2. Includes A/V conduits, cabling, and terminations, but not equipment (speakers, microphones, screens, projectors) or equipment installation.
3. Includes Security (access control and security camera) conduits, cabling, and terminations, but not equipment (card readers, cameras) or equipment installation.
4. Railroad observation is included in the price, but Union Pacific permitting is not included and will be provided by UTA.
5. Weather conditions are included in the price.
6. Special inspections and testing are included in the price.
7. UTA will provide and pay for the building permit and Union Pacific permit. Any other permits are included in the price and the responsibility of the contractor.
8. Price does not include dewatering if necessary at the bore pits for the utilities under the railroad tracks.

EXHIBIT B – Pricing**Not to Exceed \$6,676,442.82**

(Building Renovation \$5,646,233.37, Site Improvements 550,575.75, Off Site Utility Improvements \$335,986.35, and Alternates \$143,647.35 total \$6,676,442.82)

BUILDING RENOVATION COST SUMMARY

Existing Conditions	\$131,435.00
Concrete	\$418,370.00
Metals	\$400,623.00
Woods & Plastics	\$215,641.00
Thermal & Moisture Protection	\$204,179.00
Doors & Windows	\$431,692.73
Finishes	\$602,413.81
Specialties	\$ 60,889.00
Equipment	\$Not Included
Furnishings	\$ 8,723.00
Conveying Systems	\$93,000.00
*Basic Mechanical Conditions	All Mech. In Div 23
Fire Suppression	\$113,885.00
Plumbing	\$248,595.00
HVAC	\$758,248.00
Electrical	\$1,001,500.00
Communication	Inc. in Div 26
Electronic Safety & Security	Inc. in Div 26
Earthwork	\$28,457.00
Exterior Improvements	\$ 0
Subtotal	\$4,717,651.54

	Percentage Needed	Dollar Needed
General Conditions	10.13%	\$572,220.04
Bonds & Insurance	1.85%	\$87,493.54
Overhead & Profit	5.70%	\$268,868.26
Total Construction Cost		\$5,646,233.37

SITE IMPROVEMENTS COST SUMMARY

Existing Conditions	Included in Earthwork
Earthwork	\$92,076.00
Exterior Improvements	\$165,341.00
Site Utilities	\$230,008.00
Subtotal	\$487,425.00

	Percent needed	Dollar Needed
General Conditions	6.52%	\$31,790.00
Bonds & Insurance	1.11%	\$5,400.00
Overhead & Profit	5.33%	\$25,960.75
Total Construction Cost		\$550,575.75

OFF SITE UTILITY IMPROVEMENTS

Earthwork	\$23,948.00
Site Utilities	<u>\$258,849.00</u>
Subtotal	\$282,797.00

	Percent needed	Dollar Needed
General Conditions	11.24%	\$31,790.00
Bonds & Insurance	1.91%	\$5,400.00
Overhead & Profit	5.658%	<u>\$15,999.35</u>
Total Construction Cost		<u>\$335,986.35</u>

ALTERNATES

SEISMIC IMPROVEMENTS

Add Alternate #01 - In & Out of Plane Structural Connections	\$47,815.00
Add Alternate #02 - Wood Diaphragm – Plywood Layer on Roof	In Base Bid Per Add. 2
Add Alternate #03 - Tie Plates Precast Panel Connection	\$34,831.00
Add Alternate #04 - CMU Wall Strong Back Columns	<u>\$27,261.00</u>
Subtotal	\$109,907.00

	Percent Needed	Dollar Needed
General Conditions	22.29%	\$24,500.00
Bonds & Insurance	2.18%	\$2,400.00
Overhead & Profit	6.22%	<u>\$6,840.35</u>
Total Construction Cost		<u>\$143,647.35</u>

Change Order Percentages

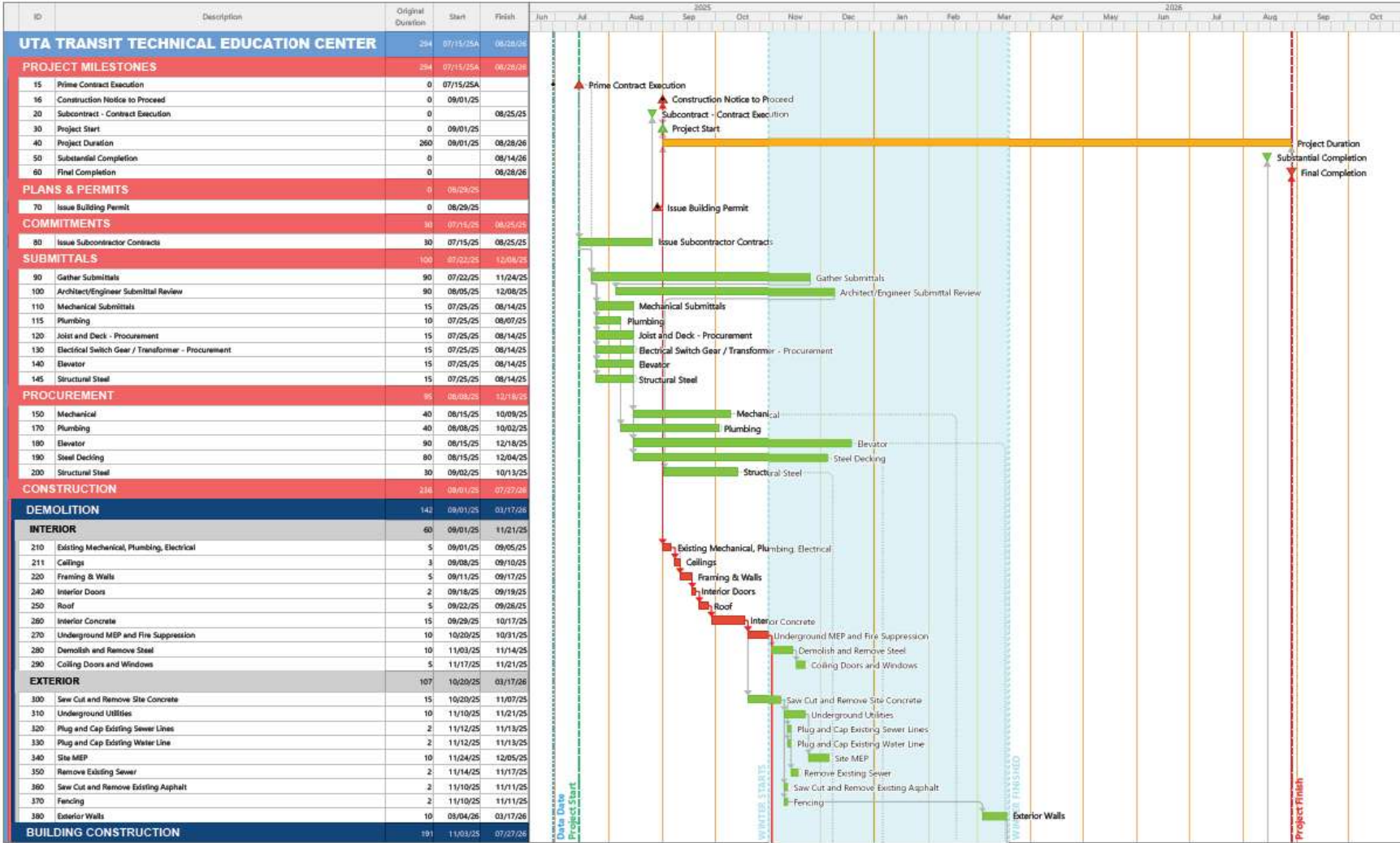
(These are set for change orders only.)

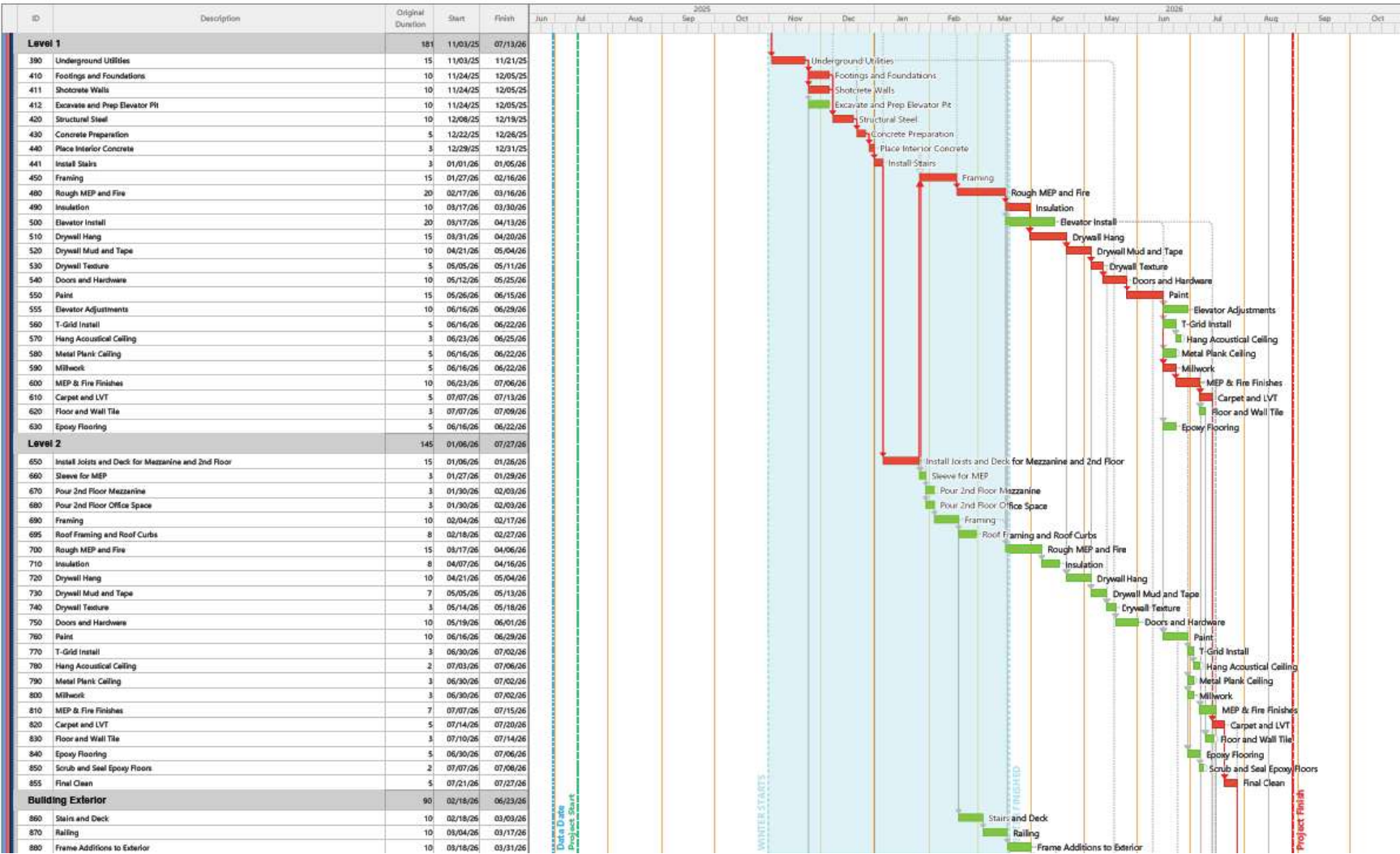
General Conditions 11.80%

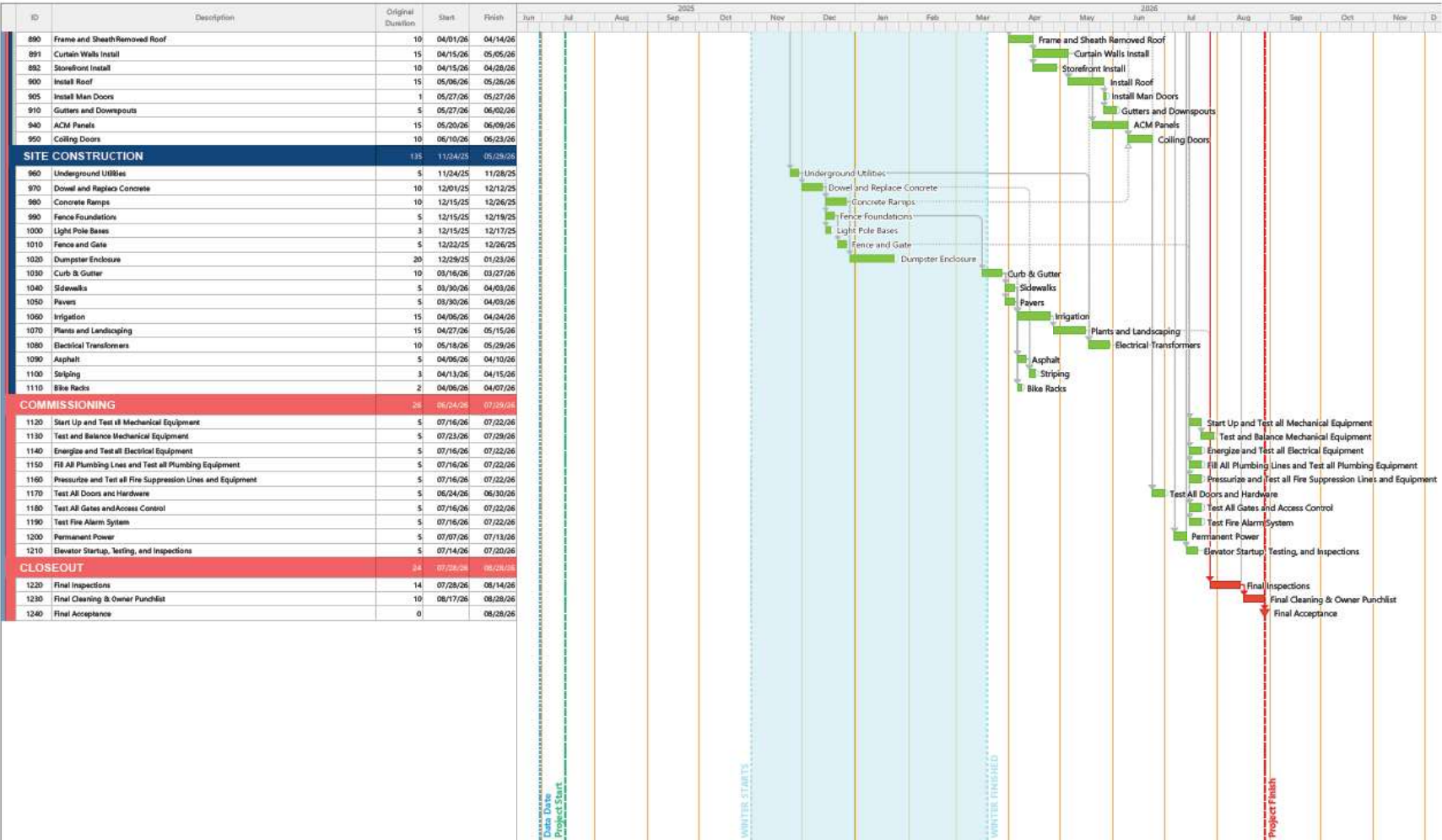
Bonds & Insurance 1.80%

Overhead and Profit 5.67%

EXHIBIT C - SCHEDULE









Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/11/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Dave Hancock, Chief of Capital Services Office
PRESENTER(S): Jared Scarbrough, Director of Capital Design and Construction

TITLE:

Revenue Contract: Reimbursement Agreement for the 1300 South Queue Cutter Project (Utah Department of Transportation)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve and authorize the Executive Director to execute UTA Contract 25-P00467 for the reimbursement amount of \$277,608.48 to revise the crossing approach timing at 1300 South.

BACKGROUND:

The Utah Department of Transportation (UDOT) is installing a pedestrian crosswalk with signals at the 1300 South TRAX crossing to improve pedestrian safety. UDOT is also adding queue cutter functionality to the crossing to reduce traffic from backing up into the railroad crossing (UDOT Project PIN 22781). As part of this effort, UDOT needs the Utah Transit Authority (UTA) to update the crossing approach timing to comply with preemption requirements. This work will be performed under the Rocky Mountain Systems' (RMSS) Master Task Ordering Contract 24-03814. On May 28, 2025, the Board of Trustees approved UTA to contract with RMSS for this work under RMSS Task Order 24-03814-25-009.

DISCUSSION:

UTA staff is requesting approval from the Board of Trustees to enter into a reimbursement agreement with UDOT in the amount of \$277,608.48 to be reimbursed for the work to be performed by RMSS.

CONTRACT SUMMARY:

Contractor Name:	UDOT
Contract Number:	25-P00467
Base Contract Effective Dates:	Execution of agreement through 12/31/2026
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Contract Value:	\$277,608.48 in revenue
Procurement Method:	Non-Procurement Agreement
Budget Authority:	2025 Approved Capital Budget

ALTERNATIVES:

Disapproval of the reimbursement contract. UTA is still required to comply with UDOT preemption requirements and will pay for the work out of the UTA 2025 Approved Capital Budget instead of being reimbursed.

FISCAL IMPACT:

The 2025-2029 approved Five Year Capital Plan includes \$277,608.48 for signal preemption improvements at the 1300 South Grade Crossing on UTA’s TRAX Blue Line. This project is anticipated to be completed by December 2026 and will be done in coordination with UDOT. UTA’s portion includes updating the crossing approach timing at this location. This effort will be performed out of the SGR403- Train Control Rehab and Replacement project.

This reimbursement agreement (25-P00467) would allow UTA to be reimbursed by UDOT for these costs upon completion of the work in the full amount of \$277,608.48

The project and yearly contract amount is provided below:

2026- SGR403 Total: \$277,608.48

Total Contract Value: \$277,608.48

ATTACHMENTS:

Reimbursement Agreement

Project No. F-2290(4)7
Project Name: 1300 S Queue Cutter
UTAH TRANSIT AUTHORITY
PIN 22781

PROJECT REIMBURSEMENT AGREEMENT

This PROJECT REIMBURSEMENT AGREEMENT (“Agreement”) is entered into between the Utah Department of Transportation, an agency of the State of Utah (“UDOT” or “Project Agency”) and Utah Transit Authority, a large public transit district organized pursuant to the Utah Public Transit District Act (“UTA” or “Work Agency”). UDOT and UTA may be referred to hereafter as an Agency or Agencies, as the context requires.

RECITALS

WHEREAS, The Utah Department of Transportation (the “Project Agency”) is engaged in a project to upgrade the existing railroad crossing to provide advanced warnings to drivers in Salt Lake County as part of UDOT Pin No. 22781 (hereafter, the “Project”);

WHEREAS, The Utah Transit Authority (the “Work Agency”) has agreed to perform, or to cause its contractor to perform, certain work for the Project consisting of making adjustments to signal preemption timing by December 31, 2026 (hereafter, the “Work,”), at the Project Agency’s sole cost and expense; and

WHEREAS, the Agencies desire to enter into this Agreement to define their respective roles and responsibilities with respect to the Project.

AGREEMENT

NOW, THEREFORE, on the stated recitals, and for good and valuable consideration, the Agencies agree as follows:

1. **WORK.** The Work Agency agrees to cause its contractor to perform the Work, at the rail road crossing shown in Exhibit A, in a manner as more particularly set forth on the Scope of Work attached hereto as Exhibit B.
2. **ESTIMATED COST.** An itemized estimate of the cost of the Work is attached hereto as Exhibit C. The total cost estimate is \$277,608.48.
3. **SPECIAL PROVISIONS.** The Project Agency has fully disclosed to the Work Agency special requirements imposed on the Work, or for reimbursement of the Work, by Project conditions, state or federal regulations, to ensure that the Work is performed and documented in a manner that can be reimbursed. Special requirements and any applicable state and federal requirements are attached to this Agreement as Exhibit D.
4. **INVOICING.** The Work Agency shall submit invoices to the Project Agency as the Work progresses, reflecting Work that has been completed. The Work Agency shall provide the Project Agency with documentation supporting the invoice, reasonably

Project No. F-2290(4)7
Project Name: 1300 S Queue Cutter
UTAH TRANSIT AUTHORITY
PIN 22781

acceptable to the Project Agency. The Project Agency will reimburse the Work Agency promptly upon receipt and approval of a complete, properly supported invoice(s) for the Work.

5. General Provisions.

- (a) *Waiver.* Failure of either Agency at any time to require performance of any provision of this Agreement shall not limit the other Agency's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
- (b) *Entire Agreement.* This Agreement supersedes and replaces all written and oral agreements previously made or existing between the Agencies regarding the subject matter hereof. Any amendment to this Agreement must be in writing and executed by an authorized representative of each Agency.
- (c) *Counterparts.* This Agreement may be executed in any number of counterparts and by each of the Agencies 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
- (d) *Applicable Law.* This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Utah.

[signatures on following page]

Project No. F-2290(4)7
 Project Name: 1300 S Queue Cutter
 UTAH TRANSIT AUTHORITY
 PIN 22781

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

UTAH TRANSIT AUTHORITY

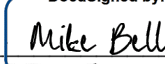
By: _____
 Dean Hansen
 Manager, Systems Engineering

By: _____
 Dave Hancock
 Chief Capital Services Officer

By: _____
 Jared Scarbrough
 Director of Capital Design and
 Construction

By: _____
 Jay Fox
 Executive Director

APPROVED AS TO FORM:

DocuSigned by:

 UTA Legal

**UTAH DEPARTMENT OF
 TRANSPORTATION**

Recommended for Approval:

By: _____
 Region Utility and Railroad Leader

By: _____
 Region Director

Date: _____

Date: _____

Reviewed:

UDOT Comptroller's Office

By: _____
 UDOT Rail Division Director

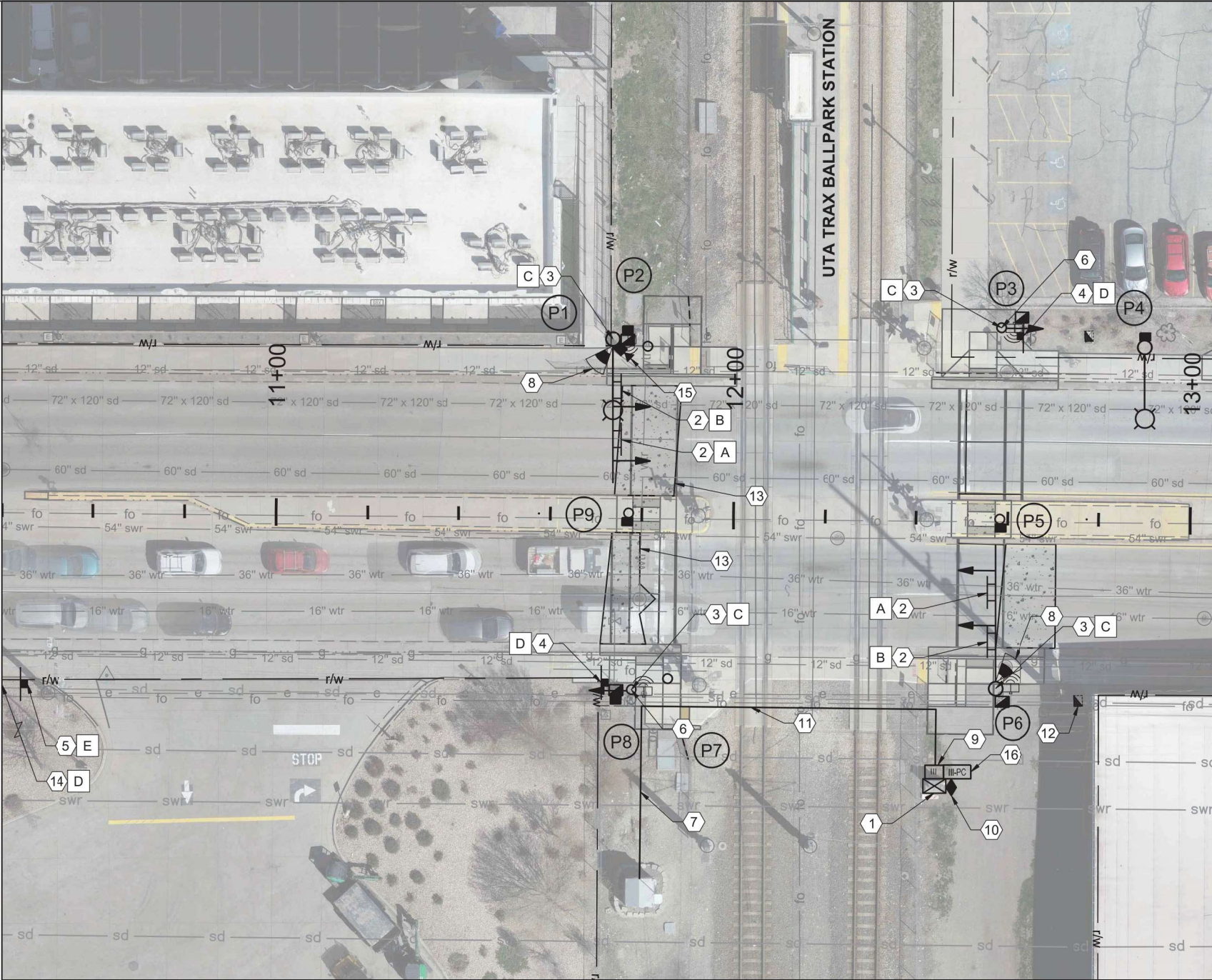
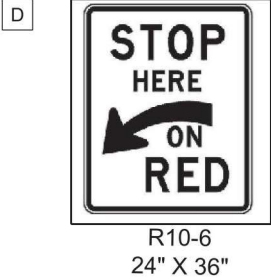
By: _____
 Contracts Administrator

Date: _____

Date: _____

Project No. F-2290(4)7
Project Name: 1300 S Queue Cutter
UTAH TRANSIT AUTHORITY
PIN 22781

EXHIBIT A
MAP OF CROSSING LOCATION



POLE SCHEDULE

POLE ID.	STATION	OFFSET	MAST ARM LENGTH	LUMINAIRE MOUNTING HEIGHT	LUMINAIRE ARM LENGTH	REMARKS
☒			-	-	-	SIGNAL TYPE VI CABINET

Project No. F-2290(4)7
Project Name: 1300 S Queue Cutter
UTAH TRANSIT AUTHORITY
PIN 22781

EXHIBIT B
SCOPE OF WORK



April 11th, 2025

RMSS-52720-013 Rev1

Mr. Phil Brindle
Systems Engineering
2264 South 900 West
Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: 1300S Pedestrian Crossing & Queue Cutter

Phil,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for the design, installation, and testing of a pedestrian crossing and support for the UDOT implementation of a queue cutter for the TRAX alignment where it crosses 1300 South in Salt Lake City.

Our lump sum price for this proposal is **\$277,608.48**

The scope of work covered in this proposal is as follows:

Affected Locations

The following locations are affected by the scope of work in this proposal:

1300 South Grade Crossing	Paxton Interlocking
Ball Park Interlocking	S9809 Coupler Case
1700 South Grade Crossing	S9816 Coupler Case
S9728 Relay Case	

Design

Under the scope of this proposal RMSS will update the following design elements as needed for affected locations:

- Design Levels
 - All designs will be submitted at the following levels:
 - Issued for Construction (IFC)
 - As-in-service (AIS)
- System Level Design
 - Control line updates
 - Crossing approach updates
- Signal Design
 - Location plans/circuit design
 - Wayside application software
 - SATS lab testing



Site Specific Scope of Work

The following location specific items are included in this scope of work:

- 1300 South Grade Crossing
 - ** Note this location has some overlap with the task order for Station Exempt Sign Removal.
 - Add new preemption output and relay from VHLC and additional circuitry as needed
 - Land 7C#14 cable traffic interface cable provided by others
 - Update VLP executive program
 - Convert program to ACE
 - Update system to support field programmable timers
 - Add new S9797NSBT audio frequency overlay track circuit
 - Remove XLOK circuitry and logic
 - Remove HON System and related circuitry
 - Revise gate down pushbutton logic to run preemption time prior to dropping gates
 - Consider all multiple train scenarios.
 - Northbound approaches consider future speed decrease to 25 MPH at 1300S, prior to entering crossing.
 - Program delay timers to add sufficient delay to accommodate this speed decrease, without requiring a program change.
- Ballpark Interlocking
 - Logic updates required to pass track circuit status between 1700S to 1300S over existing vital link
- 1700S
 - Logic and plan updates required to:
 - pass track circuit status to 1300S , via Ballpark Interlocking over existing vital links
 - remove logic and circuitry for the out-of-service S9728 switch which has been removed from the field
- S9728RC
 - Remove S9728 switch circuits
- Paxton Interlocking
 - Logic and plan updates required to provide signal delay when approach track is occupied to ensure sufficient warning time for moves out of Paxton siding
 - The new PSO for 1300S will need to be added to Paxton Interlocking because there is not enough available room in the 1300S signal house. This will require the following:
 - Install a 2C#6 track wire from Paxton Interlocking signal house to the mainline rail. This will require conduit and cable to be installed under two tracks to get to the mainline for the S9797 NSBT track circuit
 - Install a 3-1TWPR #14 cable from the Paxton Interlocking signal house to the S9809 coupler case.
 - Install a new 2C#6 track wire connection from the S9816 coupler case to the mainline track for the S9797 NSBT track circuit.
- Paxton Avenue
 - Review location to ensure no changes are required



- **S9809 Coupler Case**
 - Upgrade the 9809CC to a new and larger coupler case to replace the existing CC that does not have enough room for new couplers.
 - Add new terminals, track circuit connects, and couplers required for track S9797NSBT
 - Use existing spare conductors between S9809 and 1300S for new track circuit connection
 - Replacement of this coupler case may require an extended working window longer than the normal non-revenue window. This proposal assumes that UTA will be able to coordinate and support an adequate period of access to complete the work.
- **S9816 Coupler Case**
 - Upgrade the S9816CC to a new and larger coupler case to replace the existing CC that is damaged.
 - Use PDF provided by UTA to redraw location in CAD
 - Add new terminals, track circuit connects, and couplers required for track S9797NSBT
 - Use existing spare conductors between S9816 and 1300S for new track circuit connection
 - Remove existing HON systems circuitry
 - Replacement of this coupler case may require an extended working window longer than the normal non-revenue window. This proposal assumes that UTA will be able to coordinate and support an adequate period of access to complete the work.

Procurement

The following items will be procured under this scope of work:

Item Description	Unit	Base Quantity	Spare Quantity	Total Quantity
1300S Materials				
Pre-emption Output Relay	EA	1	0	1
VHLC EPROM	EA	1	0	1
PSO Transceiver	EA	1	1	2
House Materials (wire, terminals, etc.)	LS	1	0	1
S9809 Coupler Case				
PSO Coupler for TC S9797NSBT	EA	1	1	2
Track connection kit	EA	1	1	2
House Materials (wire, terminals, etc.)	LS	1	0	1
New Coupler Case	EA	1	0	1
S9816 Coupler Case				
PSO Coupler for TC S9797NSBT	EA	1	1	2
Track connection kit	EA	1	1	2
House Materials (wire, terminals, etc.)	LS	1	0	1
New Coupler Case	EA	1	0	1

Deliverables

The following deliverables are included in the scope of this proposal:

CDRL #	Deliverable Description	Level
CDRL-PTO039-001	1300S Circuit Plans	IFC
CDRL-PTO039-002	1300S Wayside Application Software	IFC
CDRL-PTO039-003	Ballpark Interlocking Circuit Plans	IFC
CDRL-PTO039-004	Ballpark Interlocking Wayside Application Software	IFC



CDRL-PTO039-005	1700S Grade Crossing Circuit Plans	IFC
CDRL-PTO039-006	1700S Grade Crossing Wayside Application Software	IFC
CDRL-PTO039-007	S9728RC Circuit Plans	IFC
CDRL-PTO039-008	Paxton Interlocking Circuit Plans	IFC
CDRL-PTO039-009	Paxton Interlocking Wayside Application Software	IFC
CDRL-PTO039-010	S9809 Coupler Case Circuit Plans	IFC
CDRL-PTO039-011	S9816 Coupler Case Circuit Plans	IFC
CDRL-PTO039-012	NS Mainline Control Lines	IFC
CDRL-PTO039-013	Crossing Approach Plans	IFC
CDRL-PTO039-014	Testing & Commissioning Plan	IFC
CDRL-PTO039-015	1300S Circuit Plans	AIS
CDRL-PTO039-016	1300S Wayside Application Software	AIS
CDRL-PTO039-017	Ballpark Interlocking Circuit Plans	AIS
CDRL-PTO039-018	Ballpark Interlocking Wayside Application Software	AIS
CDRL-PTO039-019	1700S Grade Crossing Circuit Plans	AIS
CDRL-PTO039-020	1700S Grade Crossing Wayside Application Software	AIS
CDRL-PTO039-021	S9728RC Circuit Plans	AIS
CDRL-PTO039-022	Paxton Interlocking Circuit Plans	AIS
CDRL-PTO039-023	Paxton Interlocking Wayside Application Software	AIS
CDRL-PTO039-024	S9809 Coupler Case Circuit Plans	AIS
CDRL-PTO039-025	S9816 Coupler Case Circuit Plans	AIS
CDRL-PTO039-026	NS Mainline Control Lines	AIS
CDRL-PTO039-027	Crossing Approach Plans	AIS
CDRL-PTO039-028	Task Order Closeout Form w/ UTA Quality Form	AIS

Execution Timeline

The attached execution timeline shows the anticipated duration for the execution of this work. Exact dates will be mutually determined between RMSS and UTA once task order prioritization can be clearly defined at the time of execution.

Assumptions

1. All new audio frequency overlay track circuits will be Siemens PSO
2. All testing will be completed using key personnel
3. This proposal does not include any material escalation. RMSS reserves the right to recover any costs incurred as a result of material price changes.

Exclusions

1. Updates to locations not specifically called out in this proposal
2. Corrections for legacy issues or inaccuracies not specifically called out in this proposal

This proposal is valid for 60 days, unless extended in writing by RMSS.

If you need any additional information, please don't hesitate to contact us.



Sincerely,

A handwritten signature in blue ink, appearing to read "Anthony Ortolani", is written over a faint, light blue background.

Anthony Ortolani
Rocky Mountain Systems Services

cc:

Dean Hansen - UTA
Marshall Wilson – RMSS
Josh LaFleur – RMSS

Our pricing is in U.S. Dollars, F.O.B. Salt Lake City UT, and excludes all allowances, taxes, tariffs, licenses, and permits

Project No. F-2290(4)7
Project Name: 1300 S Queue Cutter
UTAH TRANSIT AUTHORITY
PIN 22781

EXHIBIT C
COST ESTIMATE DETAIL
1300 South Queue Cutter

UTA - On Call
PTO 039 - 1300S Queue Cutter
Task Order Estimate Summary



4/11/2025

Subcontractors	\$	-
Materials	\$	19,483.30
Administrative	\$	24,466.00
Design/Engineering	\$	113,613.00
Construction/Testing	\$	84,505.00
Travel & Perdiem	\$	-
Other Costs and Fee	\$	35,541.18
Total:	\$	277,608.48

EXHIBIT D

BUY AMERICA

Federal-aid projects are subject to 23 C.F.R. § 635.410, Buy America Requirements. This federal regulation requires a domestic manufacturing process for all steel or iron products that are permanently incorporated into federal-aid highway construction projects. This includes relocation projects performed by utility companies and reimbursed by the Utah Department of Transportation. This exhibit establishes the required documentation and Company responsibilities to demonstrate compliance with this federal law. A copy of the federal regulation can be found at: http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm

- A. All products manufactured from steel and iron must be manufactured in the United States to be considered domestic.
 - 1. All manufacturing processes of the steel and iron material in a product such as melting, rolling, extruding, machining, bending, grinding, drilling, and coating must occur within the United States.
 - 2. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. The material applied as a coating is not subject to Buy America.

- B. Maintain Material Certifications of Compliance and submit to UDOT's Resident Engineer prior to payment and incorporation of the materials into a project.
 - 1. Include as a minimum the following information for Material Certifications of Compliance for Buy America:
 - a. Signed mill test report.
 - b. Signed certification by each Fabricator and Manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States.
 - c. Material descriptions, quantities, and means of material identification such as heat numbers, lot numbers, and other industry identification markings for each process the material underwent so the final product can be tracked through a step process from melting to final product.
 - d. Tracking quantities is not required for coating operations and for mill certifications
 - 2. Include all steel or iron materials that can't be substantiated as being of domestic origin in cost documentation for foreign steel or iron.

- C. The above requirement does not preclude a minimal use of foreign steel or iron, provided the cost of the steel or iron used does not exceed one tenth of one percent (0.1 percent) of the total contract amount or \$2,500, whichever is greater.
 - 1. Company shall track the use of all permanent foreign steel incorporated in the project.
 - 2. Provide satisfactory cost documentation to UDOT's Resident Engineer prior to payment and incorporation of the materials into the project when foreign steel or iron is used.

Project No. F-2290(4)7
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- D. The following are exempt from Buy America except as noted:
1. Temporary steel or iron materials.
 2. Materials left in place for the Company's convenience that could be removed without damaging the completed work
 3. Items such as nuts, bolts, washers, screws, concrete chairs, spacers, etc. and other steel or iron parts that may be considered miniscule or non-structural to the whole of the project.
 4. Fencing stays, clips, staples, or other miscellaneous fencing components
 5. Manufactured assemblies:
 - a) The combined weight of steel and iron content is less than 51 percent when delivered to the job site for installation.
 - b) Not predominantly steel and iron as determined by UDOT
 - c) The major steel and iron components of the following and other similar assemblies must meet Buy America requirements:
 - i. Concrete pre-cast items such as pipe, poles, boxes, conduit, risers, manholes, manhole covers, vaults or similar structures.
 - ii. Steel rebar as a component of placed concrete.

Project No. F-2290(4)7
Project Name: 1300 S Queue Cutter
UTAH TRANSIT AUTHORITY
PIN 22781

FORM OF BUY AMERICA CERTIFICATE TO BE UTILIZED

Certification Requirement for 23 C.F.R. §635.410, Buy America

This project will be utilizing federal funds. Please complete this Buy America Certification and return at or prior to the time the applicable materials are delivered.

Buy America Certification

I certify that all materials provided to _____ for use of a Federal Aid Highway Project meet the requirements of 23 C.F.R. §635.410, Buy America and any amendments thereto. Material Certificates of Compliance for each manufacturing and coating process performed during the production of these materials are attached.

Signature:

Name:

Title:

Supplier Company Name:

Date:

Purchase Order Number:

Project No. F-2290(4)7
 Project Name: 1300 S Queue Cutter
 UTAH TRANSIT AUTHORITY
 PIN 22781

INSTRUCTIONS FOR COMPLETING THE BUY AMERICA CERTIFICATE

- A. All products manufactured from steel and iron must be manufactured in the United States to be considered domestic.
 1. All manufacturing processes of the steel and iron material in a product such as melting, rolling, extruding, machining, bending, grinding, drilling, and coating must occur within the United States.
 2. Nondomestic raw materials are permitted so long as the melting and all subsequent manufacturing processes occur domestically.
 3. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. The material applied as a coating is not subject to Buy America.
- B. Include as a minimum the following information for Material Certifications of Compliance for Buy America:
 1. Signed mill test report.
 2. Signed certification by each Fabricator and Manufacturer that has handled the steel or iron product affirming that every process, including the application of the coating, performed on the steel or iron product has been carried out in the United States.
 3. Material descriptions, quantities, and means of material identification such as heat numbers, lot numbers, and other industry identification markings for each process the material underwent so the final product can be tracked through a step process from melting to final product.
 4. Tracking of quantities is not required for coating operations and for mill certifications.

Include all steel or iron materials that can't be substantiated as being of domestic origin in cost documentation for foreign steel or iron.

The installation of warning devices or surface improvements shall be in accordance with the provisions of 23 CFR 646, 23 CFR 140 subpart I, and the Federal Aid Program Guide NS 23 CFR 6468 issued by the Federal Highway Administration.

The parties incorporate by reference 23 CFR 140, subpart I and 23 CFR 646, subpart 8.

The invoice shall be prepared in conformity with 23 CFR 140.922 and reimbursements will only be made for items fully complying with the requirements of 23 CFR 646 subpart 8 and 23 CFR 140 subpart I.

In accordance with 23 CFR § 140.922(c) referenced above, Project Agency and/or the Federal Highway Administration shall have the right to audit all cost records and accounts of Work Agency pertaining to this project for a period of three (3) years from the date Work Agency receives final payment from Project Agency. Should the audit disclose that Work Agency has been underpaid, they will be reimbursed by Project Agency upon submission of additional billing to cover the underpayment. Should the audit disclose that Work Agency has been overpaid, they will reimburse Project Agency in the amount of the overpayment. For purpose of audit, Work Agency shall be required to keep and maintain its records for the work covered herein for a minimum of three (3) years from the date Work Agency receives final payment from Project Agency.

Project No. F-2290(4)7
Project Name: 1300 S Queue Cutter
UTAH TRANSIT AUTHORITY
PIN 22781

Work Agency, at no cost to Project Agency, shall maintain any grade crossing improvements installed within the Work Agency railroad right of way and two feet beyond each outside rail for crossings without concrete crossing panels or edge of concrete crossing panel. Grade crossing improvements outside the railroad right of way, including portions of the roadway two feet beyond each outside rail, shall be the responsibility of the applicable highway authority.

Work Agency's Contractor will maintain for the duration of the Project, commercial general liability insurance in the amount of \$2,000,000 per occurrence, \$4,000,000 aggregate.

PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND SURVEILLANCE EQUIPMENT

Pursuant to Public Law 115–232, § 889, and 2 CFR § 200.216, beginning August 13, 2020, UDOT may not allow its contractors and consultants, their subcontractors or sub consultants, or any supplier for a UDOT project to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as a part of any system, or entering into a contract with any entity if the contract allows the purchase of such covered telecommunications equipment or services with federal funds that flow through a contract with UDOT.

As described in Public Law 115–232, § 889 and 2 CFR § 200.216, covered telecommunications equipment or services includes telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of either of these entities. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of any of these entities is covered by the prohibition.

CONTRACTOR/CONSULTANT certifies it will conform to the requirements of Public Law 115–232, § 889 and 2 CFR § 200.216, and it will include text in contracts with its subcontractors or sub consultants and suppliers for UDOT projects requiring them to certify to conform to the requirements of Public Law 115–232, § 889 and 2 CFR § 200.216.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/11/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Service Officer
PRESENTER(S): Jared Scarborough, Director of Capital Construction and Design

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order 24-018-R1 - 5900 South TRAX Grade Crossing Replacement (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute revised Task Order No. 24-018-R1 and associated disbursements with Stacy and Witbeck, Inc. in the amount of \$351,826.

BACKGROUND:

In December 2023, UTA released a Request for Procurement (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck, Inc. was selected. The UTA Board of Trustees approved contract 23-03811 with Stacy and Witbeck Inc. on April 18, 2024. This contract is for three (3) years, plus two (2) one-year options, with a total 5-year not-to-exceed value of \$45,000,000.

On June 12, 2024, the Board of Trustees approved original Task Order number 24-018. Then, in June 2024, UDOT paused the project before UTA began work, citing public impact concerns. UDOT required more time to study traffic flows and refine the plan, prompting UTA to cancel the task order to await findings. Once findings were received and reviewed, UTA repriced the task order and adjusted labor and material rates for 2025. This Task Order, number 24-018-R1, replaces the original Task Order 24-018 approved in 2024.

NOTE: The cancellation of the original task order means that the total contract value is stated incorrectly in task orders approved on this MTOA between June 12, 2024, and May 14, 2025. The total contract value has now been updated to account for the voided task orders and this reissued task order.

UTA's rail infrastructure is at an age where yearly rehabilitations and replacements need to occur to maintain

the infrastructure in a state of good repair. These projects typically address three concerns:

- Passenger ride quality
 - Automobile cross-traffic ride quality
 - Potential stray current issues
-

DISCUSSION:

UTA Staff is requesting approval of revised Task Order 24-018-R1 with Stacy and Witbeck, Inc. to complete the removal and replacement of the 5900 South Grade Crossing on the North/South TRAX line in the amount of \$351,826.

The scope of this request includes all time, labor, and other items needed to remove the existing crossing and replace it with embedded trackwork. By embedding the crossing, we extend the useful life, provide new rail, and create a smoother ride for both passengers and the driving public.

This Task Order has been determined to be within the scope of the master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	23-03811-24-018-R1
Base Contract Effective Dates:	April 19, 2024 through December 31, 2027 - Revised Task Order - December 31, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	\$17,335,799
Amendment Amount:	\$351,826
New/Total Contract Value:	\$17,687,625
Procurement Method:	RFP Best Value
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

Not replace the crossing this year. This will lead to continue rail and crossing wear, which may result in the derailment of trains or damaging vehicular traffic.

FISCAL IMPACT:

The 2025 approved budget for SGR393 includes \$5,500,00.00 for UTA's Grade Crossing rehabilitations and replacements. 2025 Contract Value: \$351,826

Total Contract Not-to-Exceed Value: \$45,000,000

ATTACHMENTS:

- Task Order: 24-018-R1 - 5900 South TRAX Grade Crossing Replacement (Stacy and Witbeck, Inc.)



Task Order Request #TO24-018 - 5900 South Trax Embedded GC R1

Status	Open	Assignees	Jacob Wouden
Created Date	Apr 30, 2024	Issued Date	Apr 30, 2024
		Location	24-018 5900 S Trax Grade Crossing

TASK ORDER IDENTIFICATION

Contract No	23-03811		
Contractor Name ("Contractor")	Stacy and Witbeck, Inc.	Contract Start Date	04/19/24
Account Code(s)	40-7393.63000.1002		

THE PURPOSE OF THIS TASK ORDER IS TO SPECIFICALLY DEFINE THE SCOPE, SCHEDULE, LUMP SUM PRICE, AND OTHER TERMS APPLICABLE TO THE WORK IDENTIFIED HEREIN.

UTA AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

1.0 SCOPE OF SERVICES

The contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order

[24-613-R1 - 5900 South TRAX Embedded Crossing - Scope Letter and Price Proposal \(1\).pdf](#)

2.0 SCHEDULE

The Substantial Completion Date for this Task is	12/31/25	The Final Acceptance Date for this Task is	12/31/25
--	----------	--	----------

3.0 PRICING

The pricing agreement for this item is one of the following:	Lump Sum	Invoices will be billed on a monthly basis for completed work to date. The price for this item is in the amount of	\$351,826.00
Independent Cost Estimate (ICE) link, if applicable	TO24-018 5900 S Trax GC.pdf	This item is under UTA's simplified acquisition threshold (\$200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the	N/A

original contract
rates

This item is greater Yes
than UTA's
simplified
acquisition
threshold
(\$200,000) and thus
requires an
Independent Cost
Estimate (ICE). I
have reviewed and
found the ICE
within the
appropriate range
for approval

4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the Contract? Yes

If federal assistance funds are anticipated, the UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE) participation goal for this Task Order of 1% - accounting for traffic control.

IN WITNESS WHEREOF, THIS TASK ORDER HAS BEEN EXECUTED BY UTA AND CONTRACTOR OR ITS APPOINTED REPRESENTATIVE

UTAH TRANSIT AUTHORITY:

Required Signatures Explanation
Project Manager \$0 - 24,999
Legal Review \$10k or greater
Dir. of Capital Projects \$25k - 74,999
Chief Service Dev. Ofcr. \$75k - 199,999
Executive Director \$200,000+
Procurement/Contracts (for all)

Signature (Legal)

DocuSigned by:
By: Mike Bell
70E33A415BA44F6
Name: Mike Bell
Date: 5/22/2025

PM Approval

The costs associated with this item have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

Signature (Project Manager)

DocuSigned by:
By: Jacob Wouden
D5E0DB8278A44C4
Name: Jacob Wouden
Date: 5/21/2025

Director Approval

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

Signature (Director)

Signed by:
By: [Signature]
91ABD751A0BD4BE...

Name: Jared Scarbrough
Date: 5/21/2025


Signature (Procurement)
By: _____
Name: _____
Date: _____

Signature (Chief Service Development Officer)
By: _____
David Hancock, Chief Service Development Officer
Date: _____

Signature (Executive Director)
By: _____
Jay Fox, Executive Director
Date: _____

COMPANY:

COMPANY: Stacy and Witbeck, Inc.

Signature (Contractor)
By:  _____
Name: Collin Christensen
Date: 5/22/2025

STACYWITBECK

May 21, 2025

On Call Services

Mr. Jake Wouden
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Design, Construction, Maintenance and Repair
Project No: 23-03811VW

Subject: 24-613-R1 - 5900 South TRAX Embedded Crossing

Dear Jake:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at 5900 South on the Blue Line in Midvale with 207 TF of embedded track crossing. The existing rail will be replaced with new 115# rail provided by UTA. Stacy and Witbeck has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders. A complete power down of the overhead contact wires will be required to safely perform the demolition portion of work on both tracks. We look forward to constructing this project for UTA this year at a mutually agreed upon schedule.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials
- OSC power down
- Taking crossings and signals out of service
- Any signal or comm related work items
- Grade Stabilization outside of Trackway
- Other Track Materials (Rail Boot, Steel Ties & Hardware)

Clarifications:

- Please see detailed list of each bid item below.
- 115# rail to be provided by UTA.
- SWI has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.
- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

STACYWITBECK

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$24,122.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total \$2,224.00 – This bid item includes the cost to obtain all necessary city permits required to perform the work.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$3,499.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total \$5,733.00 – This bid item includes cost to provide travel arrangements and subsistence for 2 key track personnel for the duration of the work.

Bid Item 3000 – QC Program & Testing – 1 LS – Total \$8,985.00 – This bid item includes cost for SWI QC manager and Consolidated Engineering Laboratories to provide field and lab technicians to test and monitor materials. Also includes their management personnel to oversee testing and documentation. Includes weld testing performed by Quality Testing & Inspection (QTI).

Bid Item 5000 – Traffic and Pedestrian Control – 1 LS – Total of \$8,708.00 – This bid item includes the cost to provide traffic and pedestrian control required to perform the work.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total \$4,447.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – 5900 South Embedded Crossing – 207 TF - Total \$262,269.00 – This bid item includes the following items.

- Item 7010– Roadway Striping – Includes reinstating all striping and pavement markings affected by the construction.
- Item 7020 – Demo Existing Crossing - Includes saw cutting, removal, haul off and dump fees for roadway, crossing, curb, sidewalk, and excavation.
- Item 7030 – Aggregate Base - Includes aggregate base course under the Tracks, AC pavement, sidewalk, and curb.
- Item 7040 – Asphalt Cement Roadway Paving - Includes 159 SY of AC paving between the tracks and to tie into the existing roadway on the east and west sides of the tracks.
- Item 7050 – Concrete Sidewalk and Curb – Includes replacement of 40 LF of curb and gutter, and 400 SF of sidewalk
- Item 7060 –Handle Track Materials - Includes transportation and handling of rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail.
- Item 7070 – Thermite Welding - Includes 16 115# thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

STACYWITBECK

- Item 7080 – Embedded Track Construction - Includes construction of 207 TF of embedded rail per the Sugar House Streetcar details. The dimensions of the track slab will vary from the Sugar House detail by using a 96" x 15" track slab, rather than an 84" x 15" track slab.

Bid Item 8000 – Rail Salvage Credit – 8 TN – (\$200/TN) – Total (\$1,600.00) – This item is a credit for the rail salvage price at the current anticipated steel salvage rates as provided by Western Metals Recycling.

Bid Item 10000 – Mobilization – 1 LS – Total \$8,893.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site prior to each shutdown, and final project cleanup. includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of \$24,546.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$351,826.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

05/09/2025
24-613-R1
*** Collin Christensen, CC

12:48
5900 South TRAX Embedded Crossin

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	24,122.00	24,122.00
1100	Permits & Regulatory Approvals	1.000	LS	2,224.00	2,224.00
2000	Safety Program & Administration	1.000	LS	3,499.00	3,499.00
2500	Key Personnel Travel & Subsistence	1.000	LS	5,733.00	5,733.00
3000	QC Program & Testing	1.000	LS	8,985.00	8,985.00
5000	Traffic & Pedestrian Control	1.000	LS	8,708.00	8,708.00
6000	Construction Survey/Layout	1.000	LS	4,447.00	4,447.00
7000	5900 South Embedded Crossing	207.000	TF	1,267.00	262,269.00
8000	Rail Salvage Credit	8.000	TN	-200.00	-1,600.00
10000	Mobilization	1.000	LS	8,893.00	8,893.00
Subtotal					\$327,280.00
100000	Fee (7.5%)	1.000	LS	24,546.00	24,546.00
Bid Total					=====> \$351,826.00



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/11/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: David Hancock, Chief Capital Service Officer
PRESENTER(S): Jared Scarborough, Director of Capital Construction and Design
Jacob Wouden, Rail Infrastructure Project Manager

TITLE:

Change Order: On-Call Infrastructure Maintenance Contract Task Order 24-027-R1 - 9000 South TRAX Grade Crossing (Stacy and Witbeck, Inc.)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve and authorize the Executive Director to execute Task Order 24-027-R1 and associated disbursements on the On-call Infrastructure Maintenance task ordering contact with Stacey and Witbeck, Inc. in the amount of \$533,082.

BACKGROUND:

In December 2023, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on infrastructure assets. Bids were received and evaluated, and Stacy and Witbeck, Inc. was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved contract 23-03811 with Stacy and Witbeck, Inc. on April 18, 2024. The contract is for three (3) years, plus two (2) one-year options, with a total 5-year not-to-exceed value of \$45,000,000.

On August 14, 2024, the Board of Trustees approved original Task Order number 24-027. Then, in September 2024, UDOT paused the project before UTA began work, citing public impact concerns. UDOT required more time to study traffic flows and refine the plan, prompting UTA to cancel the task order to await findings. Once findings were received and reviewed, UTA repriced the task order and adjusted labor and material rates for 2025. This Task Order, number 24-027-R1, replaces the original Task Order 24-027 approved in 2024.

NOTE: The cancellation of the original task order means that the total contract value is stated incorrectly on task orders approved on this MTOA between June 12, 2024, and May 14, 2025. The total contract value has now been updated to account for the voided task orders and this reissued task order.

UTA’s rail infrastructure is at an age where yearly rehabilitations and replacements need to occur to maintain the infrastructure in a state of good repair. These projects typically address three concerns:

- Passenger ride quality
 - Automobile cross-traffic ride quality
 - Potential stray current issues
-

DISCUSSION:

UTA Staff is requesting approval of Task Order 24-027-R1 with Stacy and Witbeck, Inc. to complete the removal and replacement of the 9000 South Grade Crossing on the North/South TRAX Line in the amount of \$533,082.

The scope of this request includes all time, labor, and other items needed to remove existing crossing and replace it with embedded trackwork. By embedding the crossing, we extend the useful life, provide new rail, and create a smoother ride for both passengers and driving public.

This Task Order has been determined to be within the scope of the Master Task Ordering Agreement. The Task Order pricing has been determined to be fair and reasonable based on both a UTA Independent Cost Estimate and performance of a Price Analysis.

CONTRACT SUMMARY:

Contractor Name:	Stacy and Witbeck, Inc.
Contract Number:	23-03811-24-027-R1
Base Contract Effective Dates:	April 19, 2024, through December 31, 2027 Task Order: December 31, 2025
Extended Contract Dates:	N/A
Existing Contract Value:	\$17,688,625
Amendment Amount:	\$533,082
New/Total Contract Value:	\$18,221,707
Procurement Method:	RFP Best Value
Budget Authority:	Approved 2025 Capital Budget

ALTERNATIVES:

Not replace the crossing this year. This will lead to continued rail and crossing wear, which may result in the derailment of trains or damaging vehicular traffic.

FISCAL IMPACT:

The 2025 approved budget for SGR393 includes \$5,500,00 for UTA’s grade crossing rehabilitation and replacements.

2025 Contract Total: \$533,082

Total Master Task Ordering Agreement Not-to-Exceed Value: \$45,000,000

ATTACHMENTS:

- Task Order: 25-027-R1 - 9000 South Grade Crossing (Stacy and Witbeck, Inc.)



Task Order Request #TO24-027 - 9000 S Grade Crossing R1

Status	Open	Assignees	Jacob Wouden
Created Date	Jul 16, 2024	Issued Date	Jul 16, 2024
		Location	24-027 9000 S Grade Crossing

TASK ORDER IDENTIFICATION

Contract No	23-03811		
Contractor Name ("Contractor")	Stacy and Witbeck, Inc.	Contract Start Date	04/22/24
Account Code(s)	40-7393.63000.1002		

THE PURPOSE OF THIS TASK ORDER IS TO SPECIFICALLY DEFINE THE SCOPE, SCHEDULE, LUMP SUM PRICE, AND OTHER TERMS APPLICABLE TO THE WORK IDENTIFIED HEREIN.

UTA AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

1.0 SCOPE OF SERVICES

The contractor's scope letter and price estimate is hereby attached and incorporated into this Task Order

[24-622-R1 - 9000 South Trax Embedded Crossing - Scope Letter and Price Proposal.pdf](#)

2.0 SCHEDULE

The Substantial Completion Date for this Task is	12/31/25	The Final Acceptance Date for this Task is	12/31/25
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3.0 PRICING

The pricing agreement for this item is one of the following:	Lump Sum	Invoices will be billed on a monthly basis for completed work to date. The price for this item is in the amount of	\$533,082.00
Independent Cost Estimate (ICE) link, if applicable	TO24-027_ICE.xlsx	This item is under UTA's simplified acquisition threshold (\$200,000) and requires no ICE. The cost was determined to be fair and reasonable based on a review of contractor quotes and the	

original contract
rates

This item is greater than UTA's simplified acquisition threshold (\$200,000) and thus requires an Independent Cost Estimate (ICE). I have reviewed and found the ICE within the appropriate range for approval

4.0 APPLICABILITY OF FEDERAL CLAUSES

Does this Task Order include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the Contract?	Yes	If federal assistance funds are anticipated, the UTA Civil Rights group has set a Disadvantaged Business Enterprises (DBE) participation goal for this Task Order of 1%
--	-----	---


IN WITNESS WHEREOF, THIS TASK ORDER HAS BEEN EXECUTED BY UTA AND CONTRACTOR OR ITS APPOINTED REPRESENTATIVE

UTAH TRANSIT AUTHORITY:


Required Signatures Explanation	Project Manager \$0 - 24,999 Legal Review \$10k or greater Dir. of Capital Projects \$25k - 74,999 Chief Service Dev. Ofcr. \$75k - 199,999 Executive Director \$200,000+ Procurement/Contracts (for all)
---------------------------------	--

Signature (Legal)
By: 
Name: Mike Bell
Date: 5/13/2025

PM Approval The costs associated with this item have been measured against the standard schedule of rates and the agreed contract pricing, (where applicable) and have been deemed consistent and appropriate for the proposed scope of work.

Signature (Project Manager)
By: 
Name: Jacob Wouden
Date: 5/13/2025

Director Approval I have evaluated the content of this task order and the scope of work described in the task ordering agreement and have made the determination that this Task Order is within the scope of work contemplated and described by the contracting parties when they executed the original task ordering agreement.

Signature (Director)
By: 

Name: Jared Scarbrough
Date: 5/13/2025


Signature (Procurement)
By: _____
Name: _____
Date: _____

Signature (Chief Service Development Officer)
By: _____
David Hancock, Chief Service Development Officer
Date: _____

Signature (Executive Director)
By: _____
Jay Fox, Executive Director
Date: _____

COMPANY:

COMPANY: Stacy and Witbeck, Inc.

Signature (Contractor)
By:  _____
Name: Collin Christensen
Date: 5/13/2025

STACYWITBECK

May 7, 2025

On Call Services

Mr. Jake Wouden
Rail Infrastructure Project Manager
Utah Transit Authority
2264 South 900 West
South Salt Lake City, UT 84119

Reference: On-Call Transit Infrastructure Design, Construction, Maintenance and Repair
Project No: 23-03811VW

Subject: 24-622 - 9000 South Trax Embedded Crossing

Dear Jake:

We are pleased to provide the attached cost estimate to remove and replace the at-grade crossing at 9000 South on the Blue Line with 266 TF of embedded track crossing. The existing rail will be replaced with new 115# rail provided by UTA. Stacy and Witbeck has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in effect to service UTA riders. A complete power down of the overhead contact wires will be required to safely perform the demolition portion of work on both tracks. We look forward to constructing this project for UTA this year at a mutually agreed upon schedule.

Exclusions:

- Railroad Flagging
- Track to Earth Testing
- Sales Tax on Permanent Materials
- OSC power down
- Taking crossings and signals out of service
- Any signal or comm related work items
- Grade Stabilization outside of Trackway
- Other Track Materials (Rail Boot, Steel Ties & Hardware)

Clarifications:

- Please see detailed list of each bid item below.
- 115# rail to be provided by UTA.
- SWI has assumed the replacement will take place during one continuous shutdown with no trains running, and a bus bridge in affect to service UTA riders
- The unit costs for each bid item includes the costs of insurance, bond, and risk at the agreed upon rates.
- We are excluding all utility relocations and conflicts from our pricing. Any conflicts or relocations will need to be addressed as a change of condition.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

STACYWITBECK

- The scope of work is inclusive of only the items and scope that are listed below. Any other items of work or changes to the below scope will need to be repriced.

Bid Item 1000 – Field Engineering and Project Controls – 1 LS – Total of \$28,140.00 – This bid item includes Stacy and Witbeck field support from field engineer to manage construction. The field engineer will also perform pre-task planning and coordination with UTA. This item also includes office manager time for payroll and accounts payable.

Bid Item 1100 – Permits and Regulatory Approvals – 1 LS – Total \$2,246.00 – This bid item includes the cost to obtain all necessary city permits required to perform the work.

Bid Item 2000 – Safety Program and Administration – 1 LS – Total of \$4,256.00 – Cost of Safety Supplies, safety personnel to visit the site, and incidental drug testing.

Bid Item 2500 – Key Personnel Travel & Subsistence – 1 LS – Total \$8,270.00 – This bid item includes cost to provide travel arrangements and subsistence for 2 key track personnel for the duration of the work.

Bid Item 3000 – QC Program & Testing – 1 LS – Total \$8,652.00 – This bid item includes cost for SWI QC manager and Consolidated Engineering Laboratories to provide field and lab technicians to test and monitor materials. Also includes their management personnel to oversee testing and documentation. Includes weld testing performed by Quality Testing & Inspection (QTI).

Bid Item 5000 – Traffic and Pedestrian Control – 1 LS – Total of \$23,349.00 – This bid item includes the cost to provide traffic and pedestrian control required to perform the work.

Bid Item 6000 – Construction Survey and Layout – 1 LS – Total \$4,492.00 – This bid item includes the cost for construction layout survey.

Bid Item 7000 – 9000 South Embedded Crossing – 266 TF - Total \$408,310.00 – This bid item includes the following items.

- Item 7010– Roadway Striping – Includes reinstating all striping and pavement markings affected by the construction.
- Item 7020 – Demo Existing Crossing - Includes saw cutting, removal, haul off and dump fees for roadway, crossing, curb, sidewalk, and excavation.
- Item 7030 – Aggregate Base - Includes aggregate base course under the Tracks, AC pavement, sidewalk, and curb.
- Item 7040 – Asphalt Cement Roadway Paving - Includes 569 SY of AC paving between the tracks and to tie into the existing roadway on the east and west sides of the tracks.
- Item 7050 – Concrete Sidewalk and Curb – Includes replacement of 650 SF of sidewalk
- Item 7060 –Handle Track Materials - Includes transportation and handling of rail boot and steel ties for the embedded track. Includes loading and hauling of UTA provided rail.

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

STACYWITBECK

- Item 7070 – Thermite Welding - Includes 16 115# thermite welds. Excludes weld testing. Weld testing included in Bid Item 3000
- Item 7080 – Embedded Track Construction - Includes construction of 196 TF of embedded rail per the Sugar House Streetcar details. The dimensions of the track slab will vary from the Sugar House detail by using a 96" x 15" track slab, rather than an 84" x 15" track slab.

Bid Item 8000 – Rail Salvage Credit – 10 TN – (\$200/TN) – Total (\$2,000.00) – This item is a credit for the rail salvage price at the current anticipated steel salvage rates as provided by Western Metals Recycling.

Bid Item 10000 – Mobilization – 1 LS – Total \$10,176.00 – This bid item includes the cost for mobilizing heavy equipment to and from the project site prior to each shutdown, and final project cleanup. includes street sweeping, field sanitary expenses, temporary site lighting, field office supplies, and jobsite dumpster.

Bid Item 100000 – Fee (7.5%) – 1 LS – Total of \$37191.00 – This is the agreed to 7.5% GMGC fee.

The total price for this scope of work is **\$533,082.00**

If you have any questions, please contact me.

Sincerely,
Stacy and Witbeck, Inc.



Collin Christensen
Project Manager

1958 West North Temple
Salt Lake City, UT 84116
801.666.7840 (office) 801.432.7849 (fax)

05/07/2025
24-622-R1
*** Collin Christensen, CC

9:51
9000 South Trax Embedded Crossing
BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1000	Field Engineering & Project Controls	1.000	LS	28,140.00	28,140.00
1100	Permits & Regulatory Approvals	1.000	LS	2,246.00	2,246.00
2000	Safety Program & Administration	1.000	LS	4,256.00	4,256.00
2500	Key Personnel Travel & Subsistence	1.000	LS	8,270.00	8,270.00
3000	QC Program & Testing	1.000	LS	8,652.00	8,652.00
5000	Traffic & Pedestrian Control	1.000	LS	23,349.00	23,349.00
6000	Construction Survey/Layout	1.000	LS	4,492.00	4,492.00
7000	9000 South Embedded Crossing	266.000	TF	1,535.00	408,310.00
8000	Rail Salvage Credit	10.000	TN	-200.00	-2,000.00
10000	Mobilization	1.000	LS	10,176.00	10,176.00
Subtotal					\$495,891.00
100000	Fee (7.5%)	1.000	LS	37,191.00	37,191.00
Bid Total =====>					\$533,082.00



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/11/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Todd Mills, Director of Supply Chain

TITLE:

Pre-Procurements

- **Low Voltage Power Supply Converters for FrontRunner Locomotives**

AGENDA ITEM TYPE:

Pre-Procurement

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

Utah's Public Transit District Act requires all contracts valued at \$250,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.

DISCUSSION:

- ***Low Voltage Power Supply Converters for FrontRunner Locomotives.***

The Commuter Rail Vehicle Maintenance Department seeks to purchase Low Voltage Power Supply Converters to replace all converters on the 18 FrontRunner locomotives. The power converter is the onboard power supply that converts the 480 volts coming from the locomotive into 120 volts for the control systems and onboard battery chargers.

The current converters are beyond their useful life span and have become difficult and costly to maintain. This procurement is a one-time purchase and will be conducted as an Invitation for Bid (IFB) where the contract award will be solely based on the lowest price. Funding for this project is included in the

approved 2025 State of Good Repair program budget under SGR 391. (Req 335723, PM's Ryan Gardner and Ben Adams)

ATTACHMENTS:

N/A



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/11/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Viola Miller, Chief Financial Officer
PRESENTER(S): Viola Miller, Chief Financial Officer
Brad Armstrong, Director - Budget & Financial Strategy
Daniel Hofer, Director - Capital Programming and Support

TITLE:

TBA2025-06-01 - Technical Budget Adjustment - 2025 Capital Program

AGENDA ITEM TYPE:

Other Approval

RECOMMENDATION:

Approve TBA2025-06-01 to authorize transfer of \$1,500,000 between two projects within the 2025 Capital Budget as presented.

BACKGROUND:

Board Policy 2.3 Budget allows the Board of Trustees to amend or supplement the Authority's budget at any time after its adoption. The Board may do this through a Technical Budget Adjustment (TBA) when the request does not increase budget authority, or through a Budget Amendment, after consultation with the Local Advisory Council, when an increase in the annual appropriation authority is requested.

DISCUSSION:

This proposed Technical Budget Adjustment will transfer a total of \$1,500,000 between 2 projects within UTA's 2025 capital budget to aid in project delivery this year.

These adjustments should better align the affected projects with the planned 2025 milestones and anticipated expenditure amounts for the projects through the end of 2025.

The affected projects that are part of this adjustment are:

SGR397 - TPSS Component Replacement's 2025 budget would increase by \$1,500,000 to \$5,000,000 for the

year, which will align with contract milestones.

MSP254 - TechLink's 2025 budget would be reduced by \$1,500,000 to \$2,500,000.

Tables found in the attached exhibit show the full impact of this Technical Budget Adjustment.

ALTERNATIVES:

The Board may reject or request revisions to the requested Technical Budget Adjustment. The impact of this would be UTA would not be able to complete projects, or projects could be delayed due to lack of funding.

FISCAL IMPACT:

The proposed TBA of \$1,500,000 will be funded by the approved 2025 Capital Budget. Funds will be redistributed among the projects described in the presentation and supplemental material contained within this packet.

There is no increase in budget authority. There is no impact on UTA's Fund Balance. UTA's Contingency line would remain untouched.

ATTACHMENTS:

- TBA2025-06-01 Technical Budget Adjustment - Capital

UTAH TRANSIT AUTHORITY
2025 CAPITAL BUDGET
June 11, 2025

REF#: TBA2025-06-01

Date: June 11, 2025

Funding Sources		Adopted 2025 Budget	Technical Budget Adjustment	Adjusted 2025 Capital Budget
1	UTA Current Year Funding	\$ 96,314,000		\$ 96,314,000
2	Grants	127,571,000		127,571,000
3	Local Partner Contributions	5,020,000		5,020,000
4	State Contribution	45,619,000		45,619,000
5	Leasing	32,652,000		32,652,000
6	Bonds	23,055,000		23,055,000
7	Total Funding Sources	330,231,000	-	330,231,000
Expense				
8	Capital Services	272,763,000	-	272,763,000
	MSP254 - TechLink	4,000,000	(1,500,000)	2,500,000
	SGR397 - TPSS Component Replacement	3,500,000	1,500,000	5,000,000
9	Enterprise Strategy	18,592,000		18,592,000
10	Executive Director (Safety)	1,760,000	-	1,760,000
11	Finance	21,751,000		21,751,000
12	Operations	10,430,000		10,430,000
13	People	2,470,000		2,470,000
14	Planning & Engagement	2,465,000		2,465,000
15	Grand Total	330,231,000	-	330,231,000



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/11/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Ann Green-Barton, Chief People Officer
PRESENTER(S): Ann Green-Barton, Chief People Officer

TITLE:

UTA Policy - UTA.05.02 Paid Time Off - Administrative Employees

AGENDA ITEM TYPE:

UTA Policy

RECOMMENDATION:

Receive and review the proposed revisions to UTA Policy UTA.05.02 Paid Time Off - Administrative Employees.

BACKGROUND:

Board Policy 1.1 requires new or revised UTA Policies to be submitted to the Board for review in a public meeting prior to the execution of the policy by the Executive Director. The proposed revision to UTA Policy UTA.05.02 will update the paid time off policy for administrative employees that was last updated in December 2021.

UTA offers several types of paid time off for Administrative Employees, including Sick Leave, Vacation time, Holidays, Floating Holidays, Bereavement Leave, Court Attendance/Jury Duty Leave, Military Leave, Parental Leave, Critical Incident Leave, and Voting Leave.

DISCUSSION:

The revisions made to UTA.05.02 include the following:

- Updates definitions used in the policy.
 - Adds language on Sick Leave usage and returning to work after Sick Time.
 - Adds language on how Sick Leave accrues and increments of time Sick Leave can be taken.
 - Adds language on how the Retiree Medical Account conversion is calculated.
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- Adds language on how Sick Leave is applied at time of termination and in the event an employee dies while actively employed at UTA.
- Adds language on how Vacation time accrues and increments of time Vacation time can be taken.
- Updates the eligibility to sell back up to one week of Vacation time per calendar year at 12 years of service to 7 years of service if 120 hours of accrued Vacation time remain available in the Vacation bank after the sell back.
- Adds language on how Vacation time is applied in the event an employee dies while actively employed at UTA.
- Removes the Executive Vacation allotment cap of 30 days total vacation per year.
- Adds the Executive eligibility to sell back unlimited Vacation time per calendar year if 120 hours of accrued Vacation time remain available in the Vacation bank after the sell back.
- Changes Floating Holiday usage to the calendar year rather than the payroll year.
- Updates Bereavement Leave benefit to include five days of leave for death of Immediate Family Member and up to five days of leave for death of Extended Family Member out-of-state. Updates relationship definitions of Immediate and Extended Family Members.
- Adds language that Parental Leave may only be used once per child and an employee is not eligible for Parental Leave during a leave period.
- Adds Voting Leave benefit.
- Adds language on how absences will be classified when paid time off benefits are exhausted.
- Adds language regarding exceptions or deviations to the policy applying to the Board of Trustees, the Executive Director, or the Chief Officers.

ALTERNATIVES:

If UTA Policy UTA.05.02 revisions are not adopted by the Executive Director, the current version of UTA.05.02 Paid Time Off - Administrative Employees approved in December 2021 will remain in effect.

FISCAL IMPACT:

The modifications to this policy do not create any significant increases to the paid time off benefit costs. The paid time off benefits are programmed in the 2025 operating budget.

ATTACHMENTS:

UTA.05.02 Paid Time Off - Administrative Employees

UTAH TRANSIT AUTHORITY POLICY~~Y~~

~~1) — Purpose:~~

No. UTA.05.02

PAID TIME OFF – ADMINISTRATIVE EMPLOYEES

1) Purpose.

Utah Transit Authority offers several types of Paid Time Off for ~~Administrative Employees~~, including Sick Leave, Vacation time, ~~Floating Holidays~~, ~~Holidays~~, ~~Floating Holidays~~, Bereavement Leave, Court Attendance/Jury Duty Leave, Military ~~Leave~~, and Parental Leave, ~~Critical Incident Leave~~, and Voting Leave.

2) Definitions.

~~2) Definitions.~~

~~For purposes of this policy and the associated Standard Operating Procedure, the following terms shall have the definitions and meanings set forth below:~~

~~“Administrative Employee” means an employee who is not subject to a the Collective Bargaining Agreement.~~

~~A “Collective Bargaining Agreement” (CBA) is means a legally binding contract that outlines the terms and conditions of employment as negotiated between an employer and a group of employees represented by a Union.~~

~~“Authority” means the Utah Transit Authority.~~

~~“Dependent” means a spouse, a child under 19, or other legal dependent as defined by Internal Revenue Code § 152.~~

~~“Exempt Employee” means an employee who is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).~~

~~“Extended Family Member” means a brother, sister, step-brother/sister grandparent and grandparent-in-law, grandchildren, brother/sister-in-law.~~

~~“Fair Labor Standards Act” (FLSA) means the federal law enacted in 1938 that which establishes basic labor standards including minimum wage, overtime rules, child labor protections, and record keeping to protect employees from unfair pay practices and unsafe working conditions.~~

~~“Floating Holiday” means up to two paid days per payroll calendar year, in addition to the ten Holidays recognized by UTA, for the employee’s use.~~

~~“Family and Medical Leave Act” (FMLA) means the federal law enacted in 1993 that grants eligible employees the right to take unpaid, job-protected leave for certain family and medical reasons.~~

~~“FML” means family medical leave as defined by the Family and Medical Leave Act of 1993(FMLA).~~

~~“Full-Time Employee” means an employee who is regularly scheduled to work thirty (30) hours or more per week.~~

“*Holiday*” means one of the ten recognized Holidays listed in this policy.

~~“*Incidental Illness*” means an illness other than a serious illness as defined under the Family and Medical Leave Act of 1993 (FMLA).~~

“*Immediate Family Member*” means a spouse, child (including step and foster), son/daughter-in-law, parent (including step and in-law).

“*Introductory Period*” means the first 90 calendar days of an Administrative Employee’s employment with ~~Utah Transit Authority~~UTA.

“*Non-Exempt Employee*” means an employee who is not exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

~~“*Other Medical Leave*” means a leave of absence for an employee who does not qualify for FMLA for the employee's or dependent's illness as defined in this Policy.~~

“Regular Full-Time Employee” means an employee who is regularly scheduled to work forty (40) hours per week, twelve (12) months per year.

“Regular Part-Time Employee” means an employee who is regularly scheduled to work less than thirty (30) hours per week, twelve (12) months per year.

“Retired Employee” means an employee who meets the criteria listed in Corporate Policy Retirement 6.5.4: employee continued to be employed by UTA until their Date of Retirement or Date of Permanent and Total Disability as defined in the UTA Employee Retirement Plan and Trust agreement; employee is vested pursuant to the vesting schedule set forth in the UTA Employee Retirement Plan and Trust Agreement; employee elects a retirement benefit as a monthly benefit or a lump sum distribution; and employee’s employment has not been involuntarily terminated.

“Retiree Medical Account” (RMA) means an individual account funded by converting accrued, unused Sick Leave for employees who retire and meet the definition of “Retired Employee”. The RMA provides post-employment medical expense reimbursement for all eligible expenses as defined by under Internal Revenue Service Publication 502.

“Return to Work Examination” (RTW) means ~~insert definition here~~ a medical examination completed by UTA’s occupational healthcare cal provider.

“Revenue Service Vehicle” means vehicles used to transport passengers for fare or without fare, including those used in scheduled or unscheduled service and those temporarily out of service for routine maintenance. Excludes vehicles used solely for staff transport or other non-passenger purposes.

“Safety-Sensitive Job” means a job which includes one or more of the following duties: ~~“Revenue Service Vehicle” means vehicles used to transport passengers for fare or without fare, including those used in scheduled or unscheduled service and those temporarily out of service for routine maintenance. Excludes vehicles used solely for staff transport or other non-passenger purposes.~~

- a. operating a ~~R~~revenue ~~S~~service ~~V~~vehicle, including when not in revenue service;
 - b. operating a non-~~R~~revenue ~~S~~service ~~V~~vehicle, when required to be operated by a holder of Commercial Driver's License;
 - c. controlling dispatch or movement of a ~~R~~revenue ~~S~~service ~~V~~vehicle; ~~and~~
 - d. maintaining (including repairs, overhaul, and rebuilding) a Revenue Service Vehicle or equipment used in revenue service; ~~and~~
 - e. carrying a firearm for security purposes;
 - f. performing inspections, repairs, or maintenance of signal systems;
 - g. performing mechanical activities (including mechanical tests or inspections) on railroad rolling equipment or its components; ~~and~~
 - h. performing Maintenance of Way (MOW) duties.
- e. _____

“Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualifying family member from participating in school or other daily activities.

"*Sick Leave*" means an Administrative Employee time-off benefit for use in the event of an employee's or dependent's illness, injury, or medical appointment.

~~"Scheduled Sick Leave" means leave scheduled at least 48 hours in advance for an illness or injury of the employee or the employee's dependent.~~

"UTA" means Utah Transit Authority.

"*Vacation*" means paid time accrued by the employee for their use.

3) Policy.

UTA provides various types of paid time-off for an employee's absence from work ~~for personal reasons~~. These leaves are detailed below:

A. Sick Leave.

1.—Sick ~~Leave~~ is provided for employees as insurance against loss of income when an employee is unable to perform assigned duties because of illness or injury. Sick Leave may be used for the employee's own, or their Dependent's, illness, injury, or medical appointment. Regular ~~full~~Full- and ~~part~~Part-Time Administrative Employees who have completed their Introductory Period and have accrued Sick Leave may use sick leave. Employees using Sick Leave must directly notify their supervisor, providing as much notice as practicable.

1. Sick Leave is accrued at a rate of nine days per year (2.769 hours biweekly). Regular ~~part~~Part-Time Administrative Employees will accrue Sick Leave on a pro-rated basis based on the number of hours worked in each pay period. Full-Time Employees may accrue Sick Leave with no maximum accrual limit. Part-Time Employees may accrue up to a maximum limit of 200 hours.

2.—

2. All ~~Exempt~~Employees' Sick Leave deductions will be charged against full day increments ~~only~~ in accordance with the Fair Labor Standards ActFLSA. No partial days will be deducted except as allowed under FMLA. Non-Exempt Employees' Sick Leave deductions may be used in ~~one~~half-hour increments. Part-Time Employees who take Sick Leave will have Sick Leave deducted from their banked time for the number of hours regularly scheduled to work.

3. Sick Leave pay is calculated using an employee's base rate of pay at the time of the absence and is paid on regular paydays following the pay period in which Sick Leave is used. Sick Leave is not considered as hours worked for overtime calculation.

4. ~~The Authority~~During any Sick Leave absence, UTA may request written medical certification of an illness or injury necessitating Sick Leave.

4.—

5. ~~After five consecutive days of Sick Leave, Employees must submit a medical note from the treating medical provider releasing them to return to work without restrictions after five consecutive days or more of Sick Leave for the employee's own health condition before returning to work. In addition, employees in Safety-Sensitive Jobs are required to complete a Return to Work (RTW) examination with UTA's occupational healthcare provider after 14 consecutive days or more of Sick Leave for the employee's own health condition before returning to work.~~

6. ~~While on FML, employees must use all available accrued Sick Leave. Sick Leave pay will not accrue during an unpaid Leave of Absence, while receiving Worker's Compensation, and while receiving short- or long-term disability payments, or other insurance payments.~~

6. ~~_____~~

7. ~~Employees who retire and meet the definition of "Retired Employee" per Corporate Policy Retirement 6.5.4, may convert up to 900 hours of accrued, unused Sick Leave into a Retiree Medical Account at time of retirement. The dollar amount will be calculated based on the employee's hourly rate of pay at the time of retirement. Employees who have been rehired after previously retiring from UTA and who previously received a deposit into the RMA will only be eligible for a deposit into the RMA that, when combined with the first deposit, does not exceed the maximum amount allowed under this policy of 900 hours.~~

8. ~~Employees that voluntarily (besides Retired Employees) and involuntarily terminate employment with UTA forfeit any accrued, unused Sick Leave.~~

9. ~~In the event an employee dies while still actively employed by UTA, UTA will pay out up to 240 hours of accrued, unused Sick Leave calculated at the most recent base rate of pay on the employee's final paycheck. If the employee is (1) at least 55 years old with at least 5 years of service or (2) any age with 37 ½ years of service at time of death, and so otherwise eligible for retirement, UTA will pay out up to 900 hours of accrued, unused Sick Leave calculated at the most recent base rate of pay on the employee's final paycheck.~~

7. ~~_____~~

B. ~~Vacation.~~

4. ~~Accrued V~~~~acation~~ time is provided to Regular ~~F~~~~ull~~ and ~~P~~~~art~~-~~T~~ime Administrative Employees. Employees who have completed their Introductory Period, have accrued Vacation time, and have received approval from their immediate supervisor may take Vacation.

Employees who have an emergency need or pre-authorized reason to take ~~V~~~~acation~~ prior to the conclusion of the Introductory Period may seek prior approval with management.

1. ~~Vacation time accrues according to an employee's date of hire and length of service with the Authority UTA as outlined below. (except as outlined in section B.10): Vacation time accrues based on actual time worked, therefore for Part-Time Employees, and in some instances Full-Time Employees, accrual is pro-rated. short- or long-term disability payments, other insurance payments.~~

2. ~~_____~~

Length of Service	Vacation Days Accrued
Date of Hire up to 3 years through Year 2	13 days per year (104 hours)
Year 3 through Year 6 up to 7 years	15 days per year (120 hours)
Year 7 through Year 8 up to 9 years	17 days per year (136 hours)
Year 9 up to 12 years through Year 11	19 days per year (152 hours)

<u>Year 12 up to 16 years through Year 15</u>	21 days per year (168 hours)
<u>Year 16 up to 23 years through Year 22</u>	23 days per year (184 hours)
<u>Year 23 years or more</u>	25 days per year (200 hours)

*The maximum Vacation time accrual is 360 hours.

~~3.2.~~ All Exempt-Employees' vacation deductions will be charged against full day increments only in accordance with the Fair Labor Standards Act (FLSA). No partial days will be deducted except as allowed under FMLA. All Non-Exempt Employees' vacation deductions must be used in in one-half-hour increments one-hour increments. Part-Time Employees who take Vacation will have Vacation time deducted from their banked time for the number of hours regularly scheduled to work.

~~4.3.~~ Vacation pay is calculated based on using an employee's base rate of pay at the time of use and is paid on regular paydays following the pay period in which Vacation is used. Vacation pay is not considered hours worked for overtime calculation.

~~5.4.~~ While on FMLA, employees must use available Vvacation time after exhausting Sick Leave. However, Employees may reservesave 40 hours of Vvacation time from use while on FMLA, provided they have not used 40 hours of Vvacation in the last rolling calendar year.

~~6.~~ Vacation pay will not accrue during an unpaid Leave of Absence, while receiving Worker's Compensation, and while receiving short- or long-term disability payments or other insurance payments. during an unpaid leave of absence, while receiving worker's compensation, short- or long-term disability payments, or other insurance payments.

~~5.~~ Employees who become ill or have other personal emergencies during a Vvacation may not use Sick Leave or other compensable absence days (such as bereavement or jury duty leave) during a scheduled Vvacation period and then request a restoration of the Vacation time to their accrued Vacation time bank.

~~6.~~ After Employees-employees who have achieved their seven (7) year service anniversary- with UTA, (accrue at 136 hours or more per year) accrue 168 hours or more per year they may elect to sell back up to 40 hours of Vvacation time per calendar year if 120 hours of accrued Vacation time remain available in the Vacation bank after the sell back.

~~7.~~

~~7.~~ Providing-Provided that an employee does not owe the Authority UTA any money, an employee that terminates or retires from employment will be paid for all accrued, unused Vvacation time. The Vacation accrual amount paid cannot exceed 360 hours.

~~2.~~ In the event an employee dies while still actively employed, UTA will pay out up to 360 hours of accrued, unused Vacation time calculated at the most recent base rate of pay on the employee's final paycheck.

~~8.~~

~~8.~~ Executive Schedule: Board Trustees, the Executive Director, and department Chief Officers- will receive an additional 7 days (56 hours) of allotted vacation days per year, not to exceed 30 days in total of vacation per year. This allotment will be deposited into

9. the executive's ~~V~~Vacation bank with the first paycheck of each year. Executives with a start date on or before July 1st will receive seven (7) allotted ~~V~~Vacation days. ~~For executives~~ with a start date after July 1st will receive 3.5 allotted ~~vacation~~ Vacation days. Executives may elect to sell back unlimited hours of Vacation time per calendar year if 120 hours of accrued Vacation time remains available in the Vacation bank after the sell back.

C. Holidays.

~~C.~~ The following are paid Holidays:

New Year's Day	Pioneer Day
Martin Luther King Jr Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

1. Full-Time Administrative Employees will be paid eight (8) hours pay at their regular hourly rate for the ~~H~~holiday. Regular Part-Time Administrative Employees who are regularly scheduled to work 20 hours a week or less will receive (4) hours of ~~holiday~~ Holiday pay. Regular Part-Time Administrative Employees who are regularly scheduled to work more than 20 hours per week will receive (5) hours of ~~holiday~~ Holiday pay. ~~Temporary Part-Time Employees and Interns are not eligible for holiday~~ Holiday pay.

2. When a ~~holiday~~ Holiday falls within an employee's scheduled ~~vacation~~ Vacation, the employee will ~~th~~ receive Holiday pay rather than ~~vacation~~ Vacation pay for that day.

3. Employees must work their assigned shift on the last scheduled day before and the first scheduled day after the ~~holiday~~ Holiday, except when the employee is on ~~vacation~~ Vacation or using a Floating Holiday.

4. Employees who are requested to work on a ~~holiday~~ Holiday or have a business need to work will be paid as a normal day worked and in addition, will receive another day off with pay for ~~holiday~~ Holiday worked or will be paid for hours worked as approved by management. The day off in lieu of a ~~holiday~~ Holiday worked may be taken during the period of up to 10 days prior to the ~~holiday~~ Holiday, ~~but in no case later than~~ or up to 30 days after the holiday. Days off in lieu taken prior to the ~~holiday~~ Holiday will not be paid until the day has been worked. Full-Time ~~E~~mployees who work on a ~~holiday~~ Holiday and are unable to take a day off in lieu of the ~~holiday~~ Holiday must receive manager approval to receive both pay for hours worked and eight hours of ~~holiday~~ Holiday pay.

D. Floating Holidays.

Eligible Full-Time and Part-Time Administrative Employees will be allowed two (2) Floating Holidays each payroll year. Full-Time Employees will receive two (2) eight-hour Floating Holidays and, Part-Time Employees will receive two (2) four-hour Floating Holidays. Employees will choose the days they wish to use the Floating Holidays and provide at least twenty-four

(24) hour notice. The use of a Floating Holiday will be subject to approval by the employee's supervisor. If the Floating Holidays are not used during the ~~calendar~~ payroll year, they cannot be carried over into the next year. Eligible employees hired on or after January 1st but before July 1st will be entitled to two (2) Floating Holidays during the payroll year. Eligible employees hired on or after July 1st but before October 1st will be entitled to one (1) Floating Holiday

during that payroll year. Eligible employees hired after October 1st will not be entitled to Floating Holidays during that payroll year.

E. Bereavement Leave.

~~4. Administrative Full- and Part-time Time employees-Employees~~ may use Bereavement Leave associated with the death of an ~~Immediate or Extended Family member~~ without the loss of pay. ~~In the case of a death in the Immediate Family or Extended Family as listed below, employees will be allotted the following Bereavement Leave with pay for a maximum of three (3) working days per instance of death. Employees shall receive Bereavement Leave at the rate of their regularly scheduled hours per day.~~

~~1. Immediate Family Member: a maximum of five (5) working days per instance of death. For the purposes of Bereavement Leave, "Immediate Family Member" means a spouse, child (including step and foster), son/daughter in law, parent (including step and in law).~~

~~2. Extended Family Member: a maximum of five (5) working days per instance of death for an out-of-state death and a maximum of three (3) working days per instance of death for an in-state death. For the purposes of Bereavement Leave, "Extended Family Member" means a brother, sister, step brother/sister, grandparent and grandparent in law, grandchildren, brother/sister in law, grandparent, sibling (including step and in law), grandchild, and a child's spouse.~~

~~2.~~

F. Court Attendance Leave.

Administrative Employees are entitled to paid leave when required by a subpoena or at the request of ~~the Authority~~ UTA to provide testimony at a trial or deposition as to matters relating to their employment at ~~UTA the Authority~~. While on Court Attendance Leave, employees will be paid at their regular rate of pay, less any reimbursement received for such appearance.

G. Jury-Duty Leave.

Full- and ~~Part-Time~~ Administrative Employees will be granted leave as needed to perform Jury-duty services in any municipal, county, state, or federal court, or before an administrative tribunal. Employees will be paid at their regular rate of pay, less any reimbursement received by the employee for Jury Duty service.

H. Military Leave.

~~A Military Leave of Absence~~ will be granted ~~if an~~ for an employee's ~~is absence~~ to serve in the Uniformed Service of the United States for a period of up to five years (not including certain involuntary extensions of service). Employees will be reimbursed for the difference between the military rate of pay and their regular rate of pay up to a maximum period of six months each time the employee is called to active duty or required military training but no more than the actual number of days on active duty.

I. Parental Leave.

Parental ~~Leave~~ will be provided to Full-Time Administrative Employees who have completed 12 months of employment prior to the birth of a child or adoption of a child to care for and bond with a newborn or a newly adopted or newly placed child. Four (4) weeks of approved paid Parental Leave may be taken within the six-month period immediately following the birth, adoption, or placement of a child with the employee. Parental Leave may be used only once per child and Parental Leave shall run concurrently with any Family and Medical Leave (FML) the employee has available. An employee who is on an approved leave of absence will not be eligible for Parental Leave during their leave period

J. Critical Incident Debriefing.

Any employee who, while working, observes or is involved in an incident which involves serious injury or death will be required to go through critical incident debriefing. The employee will remain off work during the critical incident debriefing and will be paid at their regular rate

of pay. Pay received for critical incident debriefing is not considered hours worked for overtime calculation.

K. Voting Leave.

Voting Leave will be granted to an employee that requests a leave of absence to vote before election day and, as a result of their shift, does not have at least three hours off duty between the time polls open and close. UTA reserves the ability to specify the hours during which an employee may be absent, which will not exceed two hours. UTA will grant Voting Leave at the beginning or end of an employee's shift when requested. Voting Leave will be paid at the employee's normal rate of pay.

L. Exhaustion of Benefits.

Absences that occur when an employee does not have sufficient available Sick Leave or Vacation time will be considered unexcused absences unless the employee is approved for FML or another approved Leave of Absence. An employee will not receive pay during such absences.

Family Medical Leave:

Family Medical Leave (FML), will be granted to eligible employees in qualifying circumstances. Employees are eligible for FML when they have worked for UTA for at least 12 months, although it need not be consecutive; (2) worked at least 1,250 hours in the last 12 months; and (3) be employed at a worksite that has 50 or more employees within 75 miles. Qualifying circumstances for FML leave include:

the birth of a child and in order to care for that child (leave to be completed within one year of the child's birth);

the placement of a child with an employee for adoption or foster care and in order to care for the newly placed son or daughter (leave to be completed within one year of the child's placement);

to care for a spouse, child, or parent with a serious health condition;

to care for an employee's own serious health condition, which renders the employee unable to perform any of the essential functions of the employee's position; or

a qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

Eligible employees which have experienced one of the above qualifying events may take up to 12 weeks of unpaid FML leave in a 12 month period.

Eligible employees which have experienced the following qualifying event may take up to 26 weeks of unpaid FML leave in a 12 month period:

to care for a spouse, child, parent or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA's

~~regulations (known as military caregiver leave).~~

~~While you are on FML leave, UTA will maintain your group health insurance coverage at the same level and under the same circumstances as when you were actively working. On returning from approved FMLA leave, you have the right to be restored to the same job or an equivalent position, subject to the terms, limitations, and exceptions provided by law.~~

~~If your need for FML leave is foreseeable, you must give UTA at least 30 days' prior written notice. If this is not possible, you must at least give notice as soon as practicable (within one to two business days of learning of your need for leave). Failure to provide this notice may be grounds for delaying FML protected leave, depending on the particular facts and circumstances.~~

~~FML leave will be coordinated with other paid and unpaid leave benefits for which an employee is eligible, as addressed above. FML leave will run concurrently with other paid and unpaid leave benefits, as addressed above.~~

K.M. _____ Exceptions.

Any exceptions or deviations from this policy require a written business case to be evaluated and approved by both the Chief People Officer as well as the department's Chief Officer.

The Board of Trustees will be notified of the exception, along with a summary of the business case, within five business days of the exception decision. ~~Exceptions or deviations applying to the the Executive Director or a Chief Officer will be approved by the Board of Trustees in a public meeting. Exceptions or deviations applying to the Board of Trustees will be approved by the Local Advisory Council in a public meeting.~~

Policy Review.

~~This policy will be reviewed annually as required in Utah Code Section 17B-1-802.~~

4) Review.

This policy should be reviewed annually as required by Utah Code Section 17B-1-802.

4)5) Cross-References.

- Corporate Policy 6.1.12 Leave of Absence
- Corporate Policy 6.7.1.2 Administrative Employee Work Week and Schedule
- Corporate Policy 6.5.4 Retirement
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4335)
- Review of personnel policies (UCA 17B-1-802)
- ~~The Public Distract Transit Act (UCA 17B-2a-808.1)~~
- Fair Labor Standards Act (FLSA)
- Family and Medical Leave Act (FMLA).

This UTA Policy was reviewed by UTA's Chief Officers on _____, approved by the Board of Trustees on _____ and approved by the Executive Director on _____. This policy takes effect on the latter date.

 Ann Green-Barton, Chief People Officer Name, Title _____
 _____ Jay Fox
 Accountable Executive Executive Director

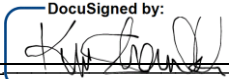
Approved as to form and content:

Counsel for the Authority

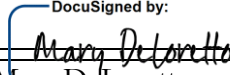
~~This UTA Policy was reviewed by UTA's Chief Officers on 10/06/2021, approved by the Board of Trustees~~

~~on _____ and approved by the Executive 12/15/2021 . This policy takes effect on 12/15/2021 Director on _____~~

~~the latter date.~~

DocuSigned by:


 Kim Shanklin, Chief People Officer
 Accountable Executive

DocuSigned by:


 Mary DeLorretto
 Interim Executive Director

Approved as to form and content:

DocuSigned by:


 Counsel for the Authority

History

Date	Action	Owner
12/6/2005	Revised - 1.030 Sick Leave Policy	Chief People Officer
12/20/2005	Approved – 6.7.74 Sick Leave Corporate Policy Supersedes - 1.030 Sick Leave Policy	Chief People Officer
1/11/2007	Revised - 6.7.74 Sick Leave Corporate Policy	Chief People Officer
4/26/2011	Revised – 6.7.7.4 Sick Leave – Administrative Employees Corporate Policy	Chief People Officer
8/23/2011	Revised – 6.7.7.4 Sick Leave – Administrative Employees Corporate Policy	Chief People Officer
8/2/2016	Revised – 6.7.7.4 Sick Leave – Administrative Employees Corporate Policy	Chief People Officer
06/24/2021	Rescinded Corporate Policies – 6.7.7.2 Administrative Employee Holidays. 6.7.7.3 Vacation - Administrative Employees. 6.7.7.4 Sick Leave – Administrative Employees Corporate Policy	Chief People Officer
06/24/2021	Adopted – UTA.05.02 Paid Time Off – Administrative Employees	Chief People Officer
06/23/2021	Board Approved - UTA.05.02 Paid Time Off – Administrative Employees	Chief People Officer
12/15/2021	Revised – UTA.05.02 Paid Time Off – Administrative Employees	Chief People Officer
12/15/2021	Revision Board Approved – UTA.05.02 Paid Time Off – Administrative Employees	Chief People Officer

<u>XX/XX/2025</u>	<u>[Insert description]</u>	<u>Chief People Officer</u>

06/24/2021	Adopted — UTA.05.02 Paid Time Off — Administrative Employees	Chief People Officer
06/23/2021	Board Approved — UTA.05.02 Paid Time Off — Administrative Employees	Chief People Officer
12/15/2021	Revised — UTA.05.02 Paid Time Off — Administrative Employees	Chief People Officer
12/15/2021	Revision Board Approved — UTA.05.02 Paid Time Off — Administrative Employees	Chief People Officer



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/11/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jay Fox, Executive Director
PRESENTER(S): Jay Fox, Executive Director

TITLE:

2024-2025 Ski Service End of Season Report

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

The Authority provides winter ski bus service to six ski resorts in Ogden, Salt Lake, and Provo each winter.

DISCUSSION:

An informational report on UTA's 2024-2025 Ski Service, including ridership and other performance measures will be presented to the Board at this meeting.

ALTERNATIVES:

N/A

FISCAL IMPACT:

All ski service - UTA operated and supplemental contract - is budgeted as part of all planned and approved annual UTA service.

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 6/11/2025

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jay Fox, Executive Director
PRESENTER(S): Carlton Christensen, Chair of Board of Trustees

TITLE:

Strategy Session to Discuss Topics as Defined in Utah Code 52-4-205 (1):

- Collective Bargaining
 - Pending or Reasonably Imminent Litigation
 - Purchase, Exchange, or Lease of Real Property
 - Sale of Real Property
-

AGENDA ITEM TYPE:

Closed Session

RECOMMENDATION:

Approve moving to closed session in accordance with Utah Code 52-4-205 (1).

BACKGROUND:

Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes.

DISCUSSION:

The purpose of this closed session is to discuss:

- Collective bargaining. See Utah Code 52-4-205 (1) (b)
- Pending or reasonably imminent litigation. See Utah Code 52-4-205 (1) (c)
- The purchase, exchange, or lease of real property, including any form of a water right or water shares, or to discuss a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the state, if public discussion would:

- I. Disclose the appraisal or estimated value of the property under consideration; or
- II. Prevent the public body from completing the transaction on the best possible terms.

See Utah Code 52-4-205 (1) (d).

- The sale of real property, including any form of a water right or water shares, if:
 - I. Public discussion of the transaction would:
 - A. Disclose the appraisal or estimated value of the property under consideration; or
 - B. Prevent the public body from completing the transaction on the best possible terms;
 - II. The public body previously gave public notice that the property would be offered for sale; and
 - III. The terms of the sale are publicly disclosed before the public body approves the sale.

See Utah Code 52-4-205 (1) (e).