



# Utah Transit Authority

## Board of Trustees

### REGULAR MEETING AGENDA

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, February 23, 2022**

**9:00 AM**

**FrontLines Headquarters**

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The UTA Board of Trustees will meet in person at UTA FrontLines Headquarters (FLHQ) 669 W. 200 S., 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** Nichol Bourdeaux
4. **Public Comment** Chair Carlton Christensen
5. **Consent** Chair Carlton Christensen
  - a. Approval of February 09, 2022 Board Meeting Minutes
  - b. UTA Policy - UTA.02.01 Spending Authority Policy
  - c. UTA Policy - UTA.02.02 Contracting Authority Policy
  - d. UTA Policy - UTA.02.05 Procurement Policy
  - e. UTA Policy - UTA.02.06 Accounts Receivable Adjustments Policy
6. **Reports**
  - a. Agency Report Jay Fox
    - Delegated Authority for On Call Infrastructure Maintenance Task Orders - Status Update
    - Clean Cities Award
  - b. Government Relations and Legislative Update Shule Bishop

**7. Resolutions**

- a. R2022-02-02 - Resolution Appointing Officers and Setting Compensation for District Officers and Employees Kim Shanklin

**8. Contracts, Disbursements and Grants**

- a. Contract: Amendment No. 1 to Executive Director Employment Agreement Kim Shanklin
- b. Change Order: On-Call Infrastructure Maintenance Contract Task Order #22.36 - Infrastructure Program Management Fees (Stacy and Witbeck, Inc) David Hancock  
Kyle Stockley
- c. Change Order: On-Call Quality and Assurance and Material Testing/Inspection Change Order #2 (CMT Engineering Laboratories) David Hancock  
Dane Cooley
- d. Change Order: On-Call Systems Maintenance Contract - Task Order #012 - 4700 South Queue Cutter (Rocky Mountain System Services) David Hancock  
Jared Scarbrough
- e. Pre-Procurements Todd Mills
  - Long Range Transit Plan Consultant
  - Code Vulnerability Management

**9. Discussion and Potential Action Items**

- a. Technical Budget Adjustment - 2022 Capital Budget and Full Time Employee Adjustments Brad Armstrong  
Daniel Hofer  
Paul Drake
- b. 2021 UTA Continuous Improvement Team Highlights Alisha Garrett

**10. Other Business**

Chair Carlton Christensen

- a. Next Meeting: Wednesday, March 9th, 2022 at 9:00 a.m.

**11. Adjourn**

Chair Carlton Christensen

**Meeting Information:**

- Members of the Board of Trustees and meeting presenters will participate in person, however trustees may join electronically as needed.
- For in-person attendance please consider current CDC COVID-19 guidelines regarding masking and distancing.
- Meeting proceedings may be viewed remotely by following the instructions and link on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- In the event of technical difficulties with the remote 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 .
- 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](mailto:boardoftrustees@rideuta.com)
  - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
  - o Comments submitted before 2:00 p.m. on Tuesday, February 22nd will be distributed to board members prior to the meeting.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda .
- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting [adacompliance@rideuta.com](mailto:adacompliance@rideuta.com) or (801) 287-3535. Request for accommodations should be made at least two business days in advance of the scheduled meeting.



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# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date: 2/23/2022**

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**TO:** Board of Trustees  
**THROUGH:** Jana Ostler, Board Manager  
**FROM:** Jana Ostler, Board Manager

**TITLE:**

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**Approval of February 09, 2022 Board Meeting Minutes**

**AGENDA ITEM TYPE:**

Minutes

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**RECOMMENDATION:**

Approve the minutes of the February 09, 2022 Board of Trustees meeting

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**BACKGROUND:**

A meeting of the UTA Board of Trustees was held remotely via Webex and broadcast live via the link on the UTA Board Meetings page on Wednesday February 09, 2022 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://www.utah.gov/pmn/sitemap/notice/733649.html>](https://www.utah.gov/pmn/sitemap/notice/733649.html) and video feed is available through the [UTA Board Meetings page <https://rideuta.com/Board-of-Trustees/Meetings>](https://rideuta.com/Board-of-Trustees/Meetings).

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**ATTACHMENTS:**

1. 2022-02-09\_BOT\_Minutes\_unapproved



# Utah Transit Authority

## Board of Trustees

### MEETING MINUTES - Draft

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, February 9, 2022**

**9:00 AM**

**FrontLines Headquarters**

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**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 all-remote/virtual meeting to order at 9:01 a.m. He then yielded the floor to Jana Ostler, UTA Board Manager, who read the electronic board meeting determination into the record as required by statute. The complete electronic board meeting determination is included as Appendix A to these minutes.

#### **2. Safety First Minute**

Chair Christensen delivered a brief safety message.

#### **3. Public Comment**

No live public comment was given. Online public comment received previously was distributed to the board for review in advance of the meeting and is included in Appendix B to these minutes.

#### **4. Consent**

##### **a. Approval of January 26, 2022 Board Meeting Minutes**

Chair Christensen noted a clerical error in the posted minutes on the consent agenda; specifically, the transcription information and approval signature block were omitted.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, to approve the consent agenda with the correction of the clerical error. The motion carried by a unanimous vote.

#### **5. Reports**

##### **a. Agency Report**

##### **- Recognition of UTA Employees for Warming Bus Service**

##### **Recognition of UTA Employees for Warming Bus Service**

Jay Fox, UTA Executive Director, was joined by Cherryl Beveridge, UTA Acting Chief Operating Officer; Dalan Taylor, UTA Acting Police Chief; and Lorin Simpson, UTA

Regional General Manager - Salt Lake Business Unit.

UTA leadership recognized Riley Williams, UTA Manager - Vehicle Performance & Maintenance; Reed, Motzkus, UTA Transit Police Officer IV; and Kyle Bosgieter, UTA Transit Police Lieutenant, for providing bus warming service to adults with special needs who were displaced during an investigation of the group home in which they live.

The board commended staff for providing support to the community.

**Free Fare February**

Mr. Fox shared UTA is receiving tremendous positive feedback from the public on the Free Fare February initiative.

**b. Government Relations and Legislative Update**

Shule Bishop, UTA Government Relations Director, highlighted two bills under consideration by the legislature:

- Senate Bill 51, Substitute 1 (SB51), sponsored by Senator Wayne Harper, contains language that clarifies deadlines for counties submitting nominations for UTA trustee positions
- Senate Bill 140 (SB140), also sponsored by Senator Harper, is a housing and transit reinvestment zone (HTRZ) amendment that extends HTRZ zoning to a specified number of TRAX and bus rapid transit (BRT) stations

Mr. Bishop requested the board offer public support for these bills.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to take a supportive position on SB51 and SB140, as presented. The motion carried by a unanimous vote.

**c. Financial Report - Preliminary December 2021**

Bill Greene, UTA Chief Financial Officer, was joined by Brad Armstrong, UTA Senior Manager - Budget & Financial Analysis, and Daniel Hofer, UTA Manager - Capital Assets & Project Controls. Mr. Armstrong reviewed the financial dashboard, sales tax revenue, sales tax collections by county, passenger revenues, stimulus funding, and operating financial results. Mr. Hofer discussed capital spending (including spending by project type) and provided some project highlights.

**d. Investment Report - Fourth Quarter 2021**

Emily Diaz, UTA Revenue Services & Assistant Treasurer, was joined by Jayson Schmitt and Don Penner with Chandler Asset Management. Ms. Diaz provided the third quarter 2021 investment report. She noted overall yields are trending upward. For the quarter, UTA's investment account yields were as follows:

- Chandler Asset Management: 0.142%
- Zions Capital Advisors: 0.889%
- Zions Bank: 0.030%
- Public Transportation Investment Fund (PTIF): 0.370%

Messrs. Schmitt and Penner highlighted the services provided by Chandler Asset Management (Chandler) and the team assigned to UTA's account. They then outlined the optimal structure for UTA's portfolio, investment strategy considerations, and next steps.

Discussion ensued. Questions on drivers of rates of return, anticipated rate increases associated with the Chandler investments, the nature of bond investments in the Chandler strategy, growth opportunities for Chandler in Utah, and maturity timelines in the Chandler portfolio were posed by the board and answered by staff and the Chandler representatives.

## 6. Resolutions

### a. **R2022-02-01 - Authorizing Issuance of a Notice to Proceed under a Construction Manager/General Contractor Contract for the TIGER First/Last Mile Connection Program of Projects for 2022**

Mary DeLoretto, UTA Chief Service Development Officer, was joined by Grey Turner, UTA Manager - Civil Engineering & Design. Mr. Turner summarized the resolution, which authorizes the executive director to execute Phase 2 construction services agreements under the construction manager/general contractor (CM/GC) agreement with Granite Construction during the 2022 calendar year. The projects slated for work in 2022 include:

- Salt Lake City 300 North Overhead Pedestrian Bridge Schedule B
- Provo Overhead Pedestrian Bridge Schedule B
- UTA Projects: Wayfinding, Bike Parking, Bike Repair Stands, and Bus Stop Improvements

Discussion ensued. A question on the expiration date for the TIGER grant funds was posed by the board and answered by Mr. Turner.

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

## 7. Contracts, Disbursements and Grants

### a. **Contract: Collective Bargaining Tentative Agreement - December 2021 Change Day Overtime Incentives (Amalgamated Transit Union)**

Richard Murray, UTA Director of Human Resource Services & Labor Relations, requested the board approve a tentative agreement to the contract with the Amalgamated Transit Union (ATU) to extend previously agreed upon double overtime incentives from February 20, 2022 to the beginning of the next change day on April 17, 2022. The estimated cost of the extension is \$317,000.

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. Contract: Electric Vans for Tooele County Microtransit Service (Creative Bus Sales)**

Jaron Robertson, UTA Director of Innovative Mobility Solutions, was joined by Shaina Quinn, UTA Program Manager - Innovative Mobility Solutions. Ms. Quinn asked the board to approve a \$883,960 contract with Creative Bus Sales for the purchase of ten electric ADA-accessible vans. The vehicles are part of the Tooele electric microtransit project, which is funded by a Federal Transit Administration low or no emissions grant, as well as funds from Rocky Mountain Power and the Utah Clean Air Partnership (UCAIR).

Discussion ensued. Questions on vehicle pricing impacts on the number of vans purchase and delivery time frame were posed by the board and answered by staff. It was noted receipt of the vehicles may be delayed due to supply chain issues. Trustee Acerson requested to be part of the launch when it occurs.

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

**c. Change Order: On-Call Systems Maintenance - Task Order #007B, 2022 Stray Current Mitigation (Rocky Mountain Systems Services)**

David Hancock, UTA Director of Capital Construction, was joined by Jared Scarbrough, UTA Manager - Systems Engineering. Mr. Scarbrough requested the board approve a \$257,883 change order to the contract with Rocky Mountain Systems Services for stray current mitigation. The total contract, including the change order, is \$3,800,488.

Discussion ensued. Questions on issues resulting from stray currents, potential for liability, and cost savings from stray current mitigation 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.

**d. Pre-Procurements**  
**- Training Content Development Services**

Todd Mills, UTA Director of Supply Chain, was joined by Stacey Palacios, UTA Manager - Training & Development. Mr. Mills indicated the agency intends to procure the services indicated on the meeting agenda.

**8. Discussion Items**

**a. UTA Policy - UTA.02.07 Travel Policy**

Troy Bingham, UTA Comptroller, reviewed updates to the travel policy, which include:

- The policy is applicable to travel outside of UTA's service area
- Vendors and future employees seeking reimbursement are subject to the policy
- Mileage reimbursement references are removed and will be incorporated in a forthcoming policy
- Emphasis is placed on using p-cards for travel arrangements
- Lodging costs are clarified
- Use of personal vehicle in lieu of flying is clarified
- Record retention requirements for employees and potential release of records to the public are addressed
- Compliance section specific to travel is added

Discussion ensued. A question on any divergence from the recommendations of the federal monitor was posed by the board and answered by Mr. Bingham. It was noted the language in the lodging segment was made more stringent but does not require use of federal per diem rates.

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

**9. Other Business**

- a. Next Meeting: Wednesday, February 23rd, 2022 at 9:00 a.m.

**Adjourn**

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that meeting be adjourned. The motion carried by a unanimous vote and the meeting adjourned at 10:48 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, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/733649.html> for entire content.

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

Approved Date:

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Carlton J. Christensen  
Chair, Board of Trustees

**Appendix A**

**Electronic Meeting Determination**

Consistent with the Utah Open and Public Meetings Act, (UTAH CODE § 52-4-207 [4]), as the Acting Chair of the Board of Trustees ("Board") of the Utah Transit Authority ("UTA"), I hereby make the following written determinations in support of my decision to hold electronic meetings of the UTA Board without a physical anchor location:

Due to the resurgence of COVID -19 cases locally, conducting Board and Board Committee meetings with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.

This written determination takes effect on January 12, 2022, and is effective until midnight on February 10, 2022 and may be re-issued by future written determinations as deemed appropriate.

Dated this 10th day of January 2022.

Beth Holbrook, Acting Chair of the Board of Trustees

**Appendix B**

**Online Public Comment**

**From George Chapman:**

UTA Board meeting comments Feb9 re UTA needing 100 bus drivers

Please plan on long term bus driver staffing salaries and shifts. Several years ago, we publicized and pushed for higher salaries when UTA was down over 100 drivers. You raised wages but we are again at a point where UTA needs to hire 100 more bus drivers by August!

UTA needs to develop a long term bus driver employment system to stop the turnover that makes management look questionable. Split shifts and relatively low wages for drivers who are responsible for rider safety and dealing with the problems of mask wearing and homeless altercations are not being addressed. Salaries should be much higher and split shifts should be minimized.

Please address bus driver respectful salaries and working conditions.

A recent report is applicable: *Invest in Transit Equity, Invest in Transit Workers.*



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 2/23/2022

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

**TITLE:**

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**UTA Policy - UTA.02.01 Spending Authority Policy**

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**AGENDA ITEM TYPE:**

UTA Policy

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**RECOMMENDATION:**

Adopt UTA Policy UTA.02.01 Spending Authority Policy and rescind prior Corporate Policy 3.1.1 Spending Authority

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**BACKGROUND:**

Corporate Policy 3.1.1 Spending Authority Policy was previously approved on June 13, 2017. On June 20, 2018 the Federal Transit Administration made statutory changes to the Micro-Purchase and Simplified Acquisition (Small Purchase) thresholds above which more complex procurement processes must be utilized involving solicitations, competition requirements, cost evaluation, and imposition of multiple federal contract clauses. The FTA Micro-Purchase limit was increased to \$10,000, and the FTA Simplified Acquisition limit was increased to \$250,000. UTA staff desired to match the increase in the FTA micro-purchase threshold but recommends setting the Small Purchase threshold at \$200,000 to make it consistent with the Board approval requirements contained in the Public District Transit Act (UCA 17B-21-801.1)

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**DISCUSSION:**

UTA Policy No UTA.02.01 Spending Authority Policy will be updated with the following changes:

- Increase the Agency's micro-purchase limit to match the FTA limit of \$10,000. (requires only one quote and limited price analysis to determine fair and reasonable price. )
- Increase the Agency's Simplified Acquisition (Small Purchase) limit to \$200,000 (requires multiple

quotes simplified RFP, or sole-source as well as reasonable price analysis to determine fair and reasonable price.

- Increase the Agency’s Formal Procurement threshold to match the Utah Public Transit District Act’s board approval requirement for contracts with a value of \$200,000 or greater. (Requires public notification posting and multiple quotes, RFP or Sole-source)
- Increase the spending authority for “Managers” to \$24,999.
- Increase the spending authority for “Directors” to \$74,999.
- Increase the spending authority for “Chiefs” to \$199,999.
- Increase the spending authority for the “Executive Director” to purchases with a value of \$200,000 or greater, with approval from the UTA Board of Trustees.
- Increase the Purchasing Card (P-card) transaction limit from \$3,500 to \$5,000.

These increased thresholds are intended to help streamline the procurement process and empower UTA executives to a greater degree.

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**ALTERNATIVES:**

If this policy is not adopted the current Corporate Policy 3.1.1 Spending Authority would remain in effect.

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

UTA Policy UTA.02.01 Spending Authority

## UTAH TRANSIT AUTHORITY POLICY

### No. UTA.02.01

#### SPENDING AUTHORITY

1) Purpose.

This Policy is intended to ensure the fiscally sound management of UTA monies by identifying employees who may expend and authorize the expenditure of UTA funds and the levels up to which employees may expend such funds. This Policy is limited solely to defining those UTA representatives who must execute certain documents on behalf of UTA. This Policy is in addition to, and not in lieu of, all UTA-required procedures related to the purchase or procurement of goods and services.

2) Definitions.

*“Chair of the Board”* means the Chairperson of the UTA Board of Trustees who is also the senior executive over the Board of Trustees department.

*“Chief”* means the senior executive classified as a Chief by job code classifications maintained by UTA’s Human Resources Department.

*“Director”* means any employee classified as a Director, Senior Manager, Regional General Manager, Service General Manager, or Comptroller by job code classifications maintained by UTA’s Human Resources Department.

*“Executive Director”* means the senior-most executive over the agency reporting directly to the UTA Board of Trustees, who is also executive over the Executive Director department.

*“Inventory”* means items that are Requisitioned, purchased, received, stored, tracked, counted, and otherwise maintained in the JD Edwards Inventory system.

*“Manager”* means any employee classified as a Manager, Project Manager, Assistant Treasurer, or Senior Program Manager by job code classifications maintained by UTA’s Human Resources Department.

*“Micro Purchase”* means a purchase of Goods or Services that do not cost more, in the aggregate, than \$10,000.

*“Other Disbursement”* means any request for payment not previously defined under the Petty Cash, P-card, or Requisitions section of this policy.

*“Petty Cash”* means small amounts of cash to be disbursed for expenditures where it is not sensible to make disbursement by any other means.

*“P-Card Purchase”* means a purchase of goods or services involving the use of a UTA-issued credit card.

“*Requisition*” means an authorization to procure goods or services with UTA funds in a form approved by the UTA Supply Chain Department.

“*Table A*” means the Table A attached below setting forth the approval requirements of UTA.

“*Utility Manager*” means the employee classified as a Utility Manager by job code classification maintained by UTA’s Human Resource Department.

### 3) Policy

All expenditures at UTA should meet three criteria:

- Proper documentation retained
- Proper processes are followed
- Proper authority to authorize the expenditure

#### A. **Purchasing documentation and processes**

##### 1. **Purchases up to \$5,000 – Where Vendors will accept credit cards as payment, and do not charge additional fees for credit card payments.**

Using a UTA issued Purchasing Card (P-Card), department staff will make company purchases under \$5,000 (per occurrence) from a vendor they have determined can perform the work or provide the item(s). UTA has provided the P-Card program as an efficient and effective method for payment for these types of transactions. For vendors that accept credit cards, this should be the first payment choice for departments.

- a. Refer to UTA’s Purchasing Card SOP for processes, guidelines, and restrictions of use.

##### 2. **Purchases within this threshold may be made without soliciting multiple quotations. Purchases under \$5,000 – Where Vendors will not accept credit cards as payment or charge additional fees for credit card payments.**

For vendors that do not accept P-cards, you may have the vendor bill UTA for the goods/services purchased or submit a Requisition in JD Edwards for procurement to execute the purchase. Invoices under \$5,000 should be sent as soon as possible to AP@rideuta.com so payment can be made within 30 days of approved receipt of goods or services. If there is a bill of lading (BOL) or shipping receipt for the purchase, this must be included in the submitting department’s documentation. Accounts Payable personnel will obtain invoice payment approval through an electronic process designated by the Comptroller.

##### 3. **Purchases \$5,000 - \$9,999.**

A Requisition must be submitted, and approval must be obtained through UTA’s Requisition process in the JD Edwards system. Purchases under \$10,000 are considered a “Micro Purchase” and do not require multiple bids from various suppliers. However, the price must be determined to be fair and reasonable. The method to determine fair and reasonableness may include:

- recent purchase prices
- current price lists
- catalogs
- advertisements

- similar items in a related industry
- the purchasers' knowledge of the item being procured

**4. Purchases \$10,000 and over.**

A Requisition must be submitted, and approval must be obtained through UTA's Requisition process in the JD Edwards system. Competitive procurements or Sole Source justifications are required, and departments are required to work through the Procurement department to complete the bid process or Sole Source request. Once the Requisition is approved, Supply Chain personnel will solicit bids. The selected vendor will be provided a Purchase Order authorizing the vendor to move forward. Vendors are then to email invoices to ap@rideuta.com.

**5. Exceptions to Purchases of \$10,000 and over.**

Supply Chain and Accounting have designated the following exceptions to the \$10,000 threshold as follows:

- a. Payment to another government agency (not-for-profits are not considered governments)
- b. Payments to utility companies (water, sewer, gas, electric, natural gas, solid waste services, internet services)
- c. Dues or memberships to UTA approved associations and groups
- d. Bond cost on previously authorized bond issues
- e. Payments for land or real estate including relocation expenses, as approved by the Board of Trustees
- f. Payments from liability accounts
- g. Tuition Reimbursements
- h. Refunds
- i. Other unique payments as authorized by the Comptroller or an employee designated by the Comptroller.

Payments for these designated exceptions can be obtained by submitting a vendor invoice or check request to ap@rideuta.com or the Accounts Payable section of Accounting.

**B. Authority Levels.**

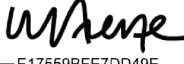
1. No employee will request or permit a Disbursement, Requisition, or P-Card Purchase, or otherwise expend or attempt to expend UTA funds, unless all persons required by Table A have approved the proposed expenditure. This Policy sets maximum allowable spending limits. However, nothing in this Policy prevents management from setting lower spending limits within their service unit or other area of authority.
2. An employee may not artificially divide a Petty Cash Disbursement, P-Card Purchase, Purchase Order, or Requisition to intentionally or knowingly circumvent a dollar limitation identified in Table A.
3. Managers may create standard operating procedures for their department or service unit that set disbursement guidelines and internal accounting controls for the issuance of funds, or for P-Card Purchases, consistent with generally accepted accounting principles and practices, and this Policy. It is the responsibility of the department Manager to ensure their procedures are adhered to.

4. Notwithstanding any other provision of this Policy, the Director of Supply Chain is authorized to purchase replacement Inventory without obtaining the authorizations otherwise required under the Requisitions section of Table A of this Policy.
5. This Policy does not apply to, nor relieve employees from complying with:
  - a. the signature requirements related to establishing accounts with financial institutions or investing or reinvesting funds as contemplated by the Board of Trustees Resolution No. R2021-02-01; or
  - b. the authorizations required to settle litigated and non-litigated claims as contemplated by UTA Corporate Policy 1.1.3, or
  - c. the UTA.02.02 Contracting Authority Policy.

4) Cross-References.

- Board of Trustees 2.1 Financial Management
- Board of Trustees 2.2 Contract Authority and Procurement
- Board of Trustees Resolution R2021-02-01
- UTA Corporate Policy 2.2.1 Real Property
- UTA Corporate Policy 1.1.3 Authority to Settle Claims
- UTA.02.02 Contracting Authority Policy

This UTA Policy was reviewed by UTA’s Chief Officers on 11/03/2021, approved by the Board of Trustees on \_\_\_\_\_ and approved by the Executive Director on \_\_\_\_\_. This policy takes effect on the latter date.

DocuSigned by:  
  
E17559BFE7DD49E...  
 William Greene, Chief Financial Officer  
 Accountable Executive

\_\_\_\_\_  
 Jay Fox  
 Executive Director

Approved as to form and content:

DocuSigned by:  
  
70E33A415BA44F6...  
 Counsel for the Authority

**History**

Date	Action	Owner
1/9/2007	Adopted UTA Corporate Policy 3.1.1	Chief Financial Officer
2/17/2009	Revised and Superseded	Chief Financial Officer
2/16/2010	Revised and Superseded	Chief Financial Officer
7/13/2010	Revised - to address organizational changes	Chief Financial Officer
4/26/2011	Revised - to accommodate organizational changes	Chief Financial Officer
5/8/2012	Revised – to address DAP	Chief Financial Officer
5/5/2015	Revised - to address routing of contracts, contract numbering, and authority levels	Chief Financial Officer

3/22/2016	Revised – to separate Spending and contracting authority policy separated into two policies	Chief Financial Officer
2/24/2017	Revised – to reflect reorganization	Chief Financial Officer
6/13/2017	Revised - to reflect internal audit	Chief Financial Officer
	Rescinds – UTA Corporate Policy 3.1.1 Spending Authority	Chief Financial Officer
	Board Approved – UTA.02.01 Spending Authority Policy	Chief Financial Officer
	Adopted – UTA.02.01 Spending Authority Policy	Chief Financial Officer

**TABLE A**

Employees will follow procedures developed by the Comptroller on the disbursement guidelines and internal accounting controls for issuance of funds for all of the following spending requests.

<b>APPROVAL REQUIREMENTS</b>	<b>1<sup>st</sup></b>	<b>2<sup>nd</sup></b>	<b>3<sup>rd</sup></b>	<b>4<sup>th</sup></b>	<b>5<sup>th</sup></b>
<b>A.</b>	<b>Petty Cash and Employee Reimbursements</b>				
Petty cash disbursement or employee reimbursement by a Non-Manager	Manager	Employee designated by the Comptroller			
Petty cash disbursement or employee reimbursement by a Manager	Director, or Chief (if no Director position exists)	Employee designated by the Comptroller			
Petty cash disbursement or employee reimbursement by a Non-Manager by a Director	Chief	Employee designated by the Comptroller			
Petty cash disbursement or employee reimbursement by a Non-Manager by a Chief, or Board of Trustee	Chief Finance Officer	Employee designated by the Comptroller			
<b>B.</b>	<b>Requisitions</b>				
For purchase up to \$24,999	Manager				
For purchases of \$25,000, - \$74,999	Manager	Director, (or Chief if no Director position exists)			
For purchases of \$75,000 - \$199,999	Manager	Director, (or Chief if no Director position exists)	Chief or Executive Director, or Chair of the Board.		
For purchases of \$200,000 or over	Manager	Director, (or Chief if no Director position exists)	Chief or Executive Director, or Chair of the Board.	Executive Director	
<b>C.</b>	<b>P-Card Purchases and Monthly Statement Approval</b>				
	P-Card holders are subject to the requirements and limitations of the UTA Agency SOP 1.2.3 for P-cards. This table sets the authority levels for approving monthly P-Card statements.				
Monthly statements of P-Card purchases by a Non-Manager, up to \$24,999	Manager				
Monthly statements of P-Card purchases by a Manager, or non-Manager, up to \$74,999.	Manager	Director, (or Chief if no Director position exists)			
Monthly statements of P-Card purchases by a Director, up to \$199,999	Chief				
Monthly statements of P-Card purchases by a Chief, or Board of Trustee up to \$199,999	Chief Finance Officer				

<b>APPROVAL REQUIREMENTS</b>	<b>1<sup>st</sup></b>	<b>2<sup>nd</sup></b>	<b>3<sup>rd</sup></b>	<b>4<sup>th</sup></b>	<b>5<sup>th</sup></b>
<b>D.</b>	<b>Utility Disbursements</b>				
For any payment to a Utility company	Utility Manager				
<b>E.</b>	<b>Other Disbursements</b> Payments Not on a Purchase Orders made through typically Check Request.				
For purchase up to \$24,999	Manager				
For purchases of \$25,000, up to \$74,999	Manager	Director, or Chief (if no Director position exists)			
For purchases of \$75,000, up to \$199,999	Manager	Director, or Chief (if no Director position exists)	Chief or Executive Director, or Chair of the Board.		
For purchases of \$200,000 or over	Manager	Director, or Chief (if no Director position exists)	Chief or Executive Director, or Chair of the Board.	Executive Director	Board of Trustees
<b>F.</b>	<b>Related UTA Disbursements</b> Payments by Joint Insurance Trust/Committee.				
For purchases or payments from JIC	Total Rewards	Union Representative			
Payments from Pension Trust/Committee.					
For purchases or payments from Pension	Pension Committee Member	Pension Committee Chair			
<b>G.</b>	<b>Receipt of Goods/Services by UTA</b> Verification of receipt of goods or services for and in behalf of UTA.				
For purchases on Inventory Purchase Order	Any staff member of Supply Chain - warehousing				
For purchases on capital project related Purchase Order	Any Project Manager or assigned employee				
For retention payouts on capital project related Purchase Order	Any Project Manager or assigned employee				
For purchases on non-Inventory and non-capital project Purchase Order	Any staff member of UTA				
For purchases not on Purchase Order	Comptroller designated responsible department staff				



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 2/23/2022**

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

**TITLE:**

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**UTA Policy - UTA.02.02 Contracting Authority Policy**

**AGENDA ITEM TYPE:**

UTA Policy

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**RECOMMENDATION:**

Adopt UTA Policy UTA.02.02 Contracting Authority Policy and rescind prior Corporate Policy 3.1.6 Contracting Authority

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**BACKGROUND:**

Corporate Policy 3.1.6 Contracting Authority Policy was previously approved on February 22, 2017. On June 20, 2018 the Federal Transit Administration made statutory changes to the Micro-Purchase and Simplified Acquisition (Small Purchase) thresholds for Financial Assistance. The Micro-Purchase limit was increased to \$10,000, and the Simplified Acquisition limit was increased to \$250,000.

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**DISCUSSION:**

UTA Policy No UTA.02.02 Contracting Authority Policy will be updated with the following changes:

- Increase the Agency's micro-purchase limit to match the FTA limit of \$10,000 (requires one quote)
- Increase the Agency's Simplified Acquisition (Small Purchase) limit to \$200,000 (requires multiple quotes, mini-RFP, or sole-source)
- Increase the Agency's Formal Procurement threshold to match the Utah Public Transit District Act's board approval requirement for contracts with a value of \$200,000 or greater (requires public notification posting and multiple quotes, RFP or sole-source)

- Increase the contracting authority for “Managers” to \$24,999
  - Increase the contracting authority for “Directors” to \$74,999
  - Increase the contracting authority for “Chiefs” to \$199,999
  - Increase the contracting authority for the “Executive Director” to contracts with a value of \$200,000 or greater, with approval from the UTA Board of Trustees.
- 

**ALTERNATIVES:**

If this policy is not adopted the current Corporate Policy 3.1.6 Contracting Authority would remain in effect.

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

UTA Policy UTA.02.02 Contracting Authority

## UTAH TRANSIT AUTHORITY POLICY

### No. UTA.02.02

#### CONTRACTING AUTHORITY

1) Purpose.

This Policy is intended to ensure the fiscally sound management of UTA monies by:

- A. Identifying employees who may execute contracts or similar documents on UTA's behalf;
- B. Implementing controls regarding the commitment of UTA monies; and
- C. Implementing controls regarding the commitment and obligation of UTA to contractual obligations.

This Policy is limited solely to defining those UTA representatives who must execute certain documents on behalf of UTA.

2) Definitions.

"CCC" means the Configuration Control Committee as defined in the Project Management Plan for a specific capital project in the Capital Development Department.

"*Chair of the Board*" means the Chairperson of the UTA Board of Trustees who is also the senior executive over the Board of Trustees department.

"*Chief*" means the senior executive classified as a Chief by job code classifications maintained by UTA's Human Resources Department.

"*Contract*" means any contract, agreement, contract modifications, change orders, memorandum of agreement, license agreement, confidentiality agreement, indemnity agreement, letter of intent, letter agreement or similar document which purports to bind UTA to any obligation, whether or not the specified obligation specifically involves the expenditure of UTA funds. The term

"Contract" does not include:

- Any contract or instrument which purports to acquire, encumber or convey real property
- Purchase orders generated by UTA's Procurement Department as the result of an approved requisition or order from the inventory management system
- Negotiated Price Discounts which state a specific price, but do not commit UTA to any quantity or delivery commitments
- Directions or Authorizations to Proceed in the context of a Contract for Capital Development Projects
- Order Forms

"*Contract Administrator*" means the UTA employee acting under the Executive Director, or designee, who has responsibility to administer contracts. A Contract Administrator may typically be a Contract Buyer or a Procurement & Contracts Specialist.

"*Contract Manager*" means the originator of the Contract, or designee.

*"Director"* means any employee classified as a Director, Senior Manager, Regional General Manager, Service General Manager, or Comptroller by job code classifications maintained by UTA's Human Resources Department.

*"Direction or Authorization to Proceed" or "DAP"* means a written form which allows a contractor to perform work outside the scope of the existing contract, before a contract modification is approved.

*"Executive Director"* means the senior-most executive over the agency reporting directly to the UTA Board of Trustees, who is also the senior executive over the Executive Director Department.

*"Facility"* means a place, amenity, or piece of equipment provided for a particular purpose.

*"Fixed Guideway System"* a public transportation facility that uses and occupies a separate right-of-way or rail line for the exclusive use of public transportation and other high occupancy vehicles, or uses a fixed catenary system and a right of way usable by other forms of transportation.

*"Indefinite Quantity Contract"* means contracts that provide for an indefinite quantity, within stated limits, of supplies or services during a fixed period.

*"Legal representative"* means a licensed attorney who is either an Assistant Attorney General or an outside consultant who has been duly authorized by the Utah Attorney General or their designee to act on behalf of UTA in all legal matters.

*"Manager"* means any employee classified as a Manager, Project Manager, Assistant Treasurer, or Senior Program Manager by job code classifications maintained by UTA's Human Resources Department.

*"On-line Agreements"* means standardized on-line contracts for the sale of UTA goods and services to third parties completed by a third party via the internet.

*"Order Forms"* mean standardized forms for the sale of UTA goods and services to third parties.

*"Output Contract"* means a contract where a buyer agrees to buy the seller's entire output of some agreed-upon product or service.

*"Project Manager"* means the employee specifically tasked with managing the project through completion. This includes but is not limited to capital development projects.

*"Requirements Contract"* means a contract between a supplier or manufacturer and a purchaser where the seller agrees to provide the purchaser with all the goods that the purchaser needs, and the buyer agrees to purchase the goods exclusively from the supplier.

*"Table A"* means the Table A attached below setting forth the approval requirements of contracts for the expenditure of funds.

*"Table B"* means the Table B attached below setting forth the approval requirements of contracts for the receipt of funds.

“UTA” means Utah Transit Authority.

3) Policy.

Authority Levels.

This policy works in conjunction with UTA’s procurement policies and procedures.

- A. All Contracts must be approved by persons with authority equal to or greater than that identified in Table A or B as applicable.
- B. All Contracts must be assigned a UTA-issued contract number prior to receiving any approval.
- C. All contracts will receive approval as to form and content by an authorized Legal Representative of UTA prior to receiving UTA authorizing signatures.
- D. All Contracts must be approved by at least two duly authorized employees identified in Table A or Table B. An employee may not approve a Contract in more than one capacity.
- E. This Policy establishes minimum requirements for the processing of Contracts. Any service unit/department may implement additional requirements, approvals, or signatories with respect to any or all Contracts which are managed within that service unit or other area of the Agency. The accountable manager/director is responsible for ensuring that such additional requirements are met to their satisfaction.
- F. An employee may not artificially divide a Contract to intentionally circumvent a dollar limitation identified in Table A or Table B.
- G. With respect to any capital project involving the design, construction, repair, or reconstruction of (or procurement of materials related to such design, construction, repair or reconstruction) a UTA facility or a fixed guideway system, the Authority's Configuration Control Committee must review change orders with a value up to \$25,000, and they must approve change orders with a value of \$25,000 or more. Such review or approval must be completed prior to circulating the change order for approval in accordance with the authority levels set in Table A.
- H. In order to assess the value of a Contract for purposes of Tables A and B, UTA will consider the value of all transactions contemplated or authorized under the Contract including, without limitation, purchase options. Contracts constituting "requirements contracts," "indefinite quantity contracts," or "output contracts" will be deemed to be Contracts with a value greater than \$25,000. Contracts which do not contemplate the exchange of quantifiable items of value will be deemed to be Contracts with a value less than \$25,000.
- I. No employee may request, authorize, or enter a contract for the expenditure of UTA funds nor make contributions from UTA funds unless:
  1. Funds are available for expenditure under the Board-approved budget for the fiscal year in which the funds will be expended; and
  2. For a transit purpose.
- J. This Policy is not intended to apply to the execution of purchase and sale contracts, deeds (or other instruments of conveyance), or other documents that intend to acquire, encumber or convey real property, all of which will be executed in accordance with UTA Policy.

- K. Notwithstanding any other provision of this Policy, the manager responsible for the Rideshare Program is authorized to execute all van-pool vehicle lease or ride agreements without obtaining the authorizations otherwise required under the Contracts section of Table A of this Policy, when all the standard contractual provisions are included in the agreement.
- L. This Policy does not apply to, nor relieve employees from complying with:
  - 1. The approval requirements related to establishing accounts with financial institutions or investing or reinvesting funds as contemplated by Board of Trustees Resolution No. R2021-02-01; or
  - 2. The authorizations required to settle litigated and non -litigated claims as contemplated by UTA Policy as referenced below.
- M. Any Contract that may be executed in hard copy may also be executed electronically in accordance with Authority procedures adopted by the Information Systems Department designed for such purposes.
- N. Direction or Authorization to Proceed ("DAPs") may only be used in rare circumstances where the potential delay associated with preparing and executing a change order is unacceptable, and documented in terms of time and/or cost. A DAP must be reviewed and approved by the UTA attorney, the appropriate Project Manager, and the department Chief over the project. A DAP must always be followed up with a formal, written change order at the earliest opportunity or within 30 days, unless the nature of the emergency prevents preparing and executing a change order during that time. In no case may the Project Manager permit the contractor to perform out of scope work prior to the processing of a change order or DAP. A DAP of \$200,000 or more must comply with the applicable Board policy listed below.

4) Cross-References.

- Board Policy 2.2 Contract Authority and Procurement
- UTA.02.05 Procurement Policy
- UTA Corporate Policy 2.2.1 Real Property
- UTA Corporate Policy 1.1.3 Authority to Settle Claims
- R2021-02-01

This UTA Policy was reviewed by UTA’s Chief Officers on 11/03/2021, approved by the Board of Trustees on \_\_\_\_\_ and approved by the Executive Director on \_\_\_\_\_. This policy takes effect on the latter date.

DocuSigned by:  
  
 E17559BFE7DD49E  
 William G. Cicci, Chief Financial Officer  
 Accountable Executive

\_\_\_\_\_  
 Jay Fox  
 Executive Director

Approved as to form and content:

DocuSigned by:  
**Mike Bell**  
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 Counselor for the Authority

### History

Date	Action	Owner
1/9/2007	Adopted - Corporate Policy 3.1.1 Spending Authority	Chief Financial Officer
2/17/2009	Revised and Superseded - Corporate Policy 3.1.1 Spending Authority	Chief Financial Officer
2/16/2010	Revised and Superseded - Corporate Policy 3.1.1 Spending Authority	Chief Financial Officer
7/13/2010	Revised - Corporate Policy 3.1.1 Spending Authority to address organizational changes	Chief Financial Officer
4/26/2011	Revised - Corporate Policy 3.1.1 Spending Authority to accommodate organizational changes	Chief Financial Officer
5/8/2015	Revised - Corporate Policy 3.1.1 Spending Authority to address DAP	Vice President of Finance
5/5/2015	Revised - Corporate Policy 3.1.1 Spending Authority to address routing of contracts, contract numbering, and authority levels	Vice President of Finance
3/22/2016	Spending and contracting authority policy separated into two policies - Corporate Policy 3.1.1 Spending Authority & Corporate Policy 3.1.6 Contracting Authority	Vice President of Finance
11/1/2016	Revised - UTA Corporate Policy 3.1.6 Contracting Authority	Vice President of Finance
2/22/2017	Revised - UTA Corporate Policy 3.1.6 Contracting Authority to reflect title changes resulting from reorganization	Vice President of Finance
	Rescinds - UTA Corporate Policy 3.1.6 Contracting Authority.	Chief Financial Officer
	Board Approved – UTA.02.02 Contracting Authority Policy	Chief Financial Officer
	Approved - UTA.02.02 Contracting Authority UTA Policy.	Chief Financial Officer

TABLE A  
Contracts for the Expenditure of Funds.  
(Amounts listed are total value of contract, including option years)

<b>APPROVAL REQUIREMENTS – Based Upon Total Contract Value</b>	<b>Legal Approval</b>	<b>1<sup>st</sup> Signature</b>	<b>2<sup>nd</sup> Signature</b>	<b>Other Requirements</b>
Any contract which, by its own terms, contemplates the exchange of monies or other items with quantifiable value up to \$24,999.	Any contract, agreement, task order, or modification with a value above the micro-purchase threshold.	Project Manager	Manager, Senior Program Manager	A Chief may implement additional approval and add additional signatories to some or all of the Contracts in their service unit or other area of authority.
Any contract which, by its own terms, contemplates the exchange of monies or other items with quantifiable value of \$25,000 - \$74,999.		Manager, Senior Program Manager	Director over service unit or department	
Any contract which, by its own terms, contemplates the exchange of monies or other items with quantifiable value of \$75,000 - \$199,999.		Director over service unit or department	Chief, or Executive Director, Chair of the Board, over the service unit or department	
Any contract which a Chief or the Authority's Legal Counsel determines to contain terms or conditions constituting a potential, material risk of liability to the Authority (notwithstanding the quantifiable value of such contract).		Chief, or Chair of the Board, over the service unit or department, or designee	Executive Director	
Any contract which, by its own terms, contemplates the exchange of monies or other items with quantifiable value of \$200,000 or over; a change-order of 15% or more to a contract with a total value over \$200,000; a change-order which increases the value of the contract to \$200,000 or more.		Chief, or Chair of the Board, over the service unit or department, or designee	Executive Director	Must be authorized by Board of Trustees

TABLE B  
(Contracts for the Receipt of Funds)

<b>APPROVAL REQUIREMENTS</b>	<b>Legal Approval</b>	<b>1<sup>st</sup> Signature</b>	<b>2<sup>nd</sup> Signature</b>	<b>Other Requirements</b>
Any contract with no modification of terms which, by its own terms, contemplates the receipt of monies or other items with quantifiable value up to \$24,999.	Any contract, agreement, or modification with a value above the micro-purchase threshold.	Employee responsible for receiving such contracts.	Manager, Sr. Program Manager	
Any contract with no modification of terms which, by its own terms, contemplates the receipt of monies or other items with a quantifiable value from \$25,000 - \$74,999.		Manager	Director over the department or service unit.	
Any contract with no modification which, by its own terms, contemplates the receipt of monies or other items with quantifiable value from \$75,000 - \$199,999.		Director over the department or service unit.	Chief, Executive Director, or Chair of the Board, over the department or service unit	
Any contract with no modification which, by its own terms, contemplates the receipt of monies or other items with quantifiable value over \$200,000.		Chief, Executive Director, or Chair of the Board, over the department or service unit	Executive Director	Must receive Board of Trustees Authorization
Any contract which a Chief or the Authority's Legal Counsel determines to contain terms or conditions constituting a potential, material risk of liability to the Authority (notwithstanding the quantifiable value of such contract).		Chief, or Chair of the Board, over the department or service unit.	Executive Director	



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 2/23/2022

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

**TITLE:**

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**UTA Policy - UTA.02.05 Procurement Policy**

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**AGENDA ITEM TYPE:**

UTA Policy

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**RECOMMENDATION:**

Adopt UTA Policy UTA.02.05 Procurement Policy and rescind prior Corporate Policy 1.1.7 Procurement and Contracting Code of Conduct, Corporate Policy 1.2.1 Procurement Standards, and Corporate Policy 1.2.2 Technology Hardware and Software Procurement Policy.

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**BACKGROUND:**

The new UTA policy level structure has necessitated the need to create this high-level Corporate Procurement Policy. Under this policy will reside the Agency Procurement SOP, and the Procurement Desk Reference (formerly Corporate Policy 1.2.1 Procurement Standards).

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**DISCUSSION:**

The purpose of this policy is to define the controlling principles, regulations and laws that govern UTA procurement of goods, services, and construction in fulfillment of the Agency's goals and objectives.

Policy Highlights:

- Identifies Procurement objectives:
  - Ensures transparency in the UTA procurement process.
  - Ensures fair and equitable treatment of all persons who participate in the UTA procurement process.

- Fosters full and open competition to the maximum extent practicable.
  - Obtains the best value product, service, or construction for UTA.
  - Avoids even the appearance of any conflict of interest with regard to the solicitation, evaluation, award, or administration of UTA contracts.
  - Ensures all procurements receive the appropriate level of legal, functional and leadership reviews and approvals prior to entering into binding contracts.
  - Complies with all state procurement laws.
  - Maintain detailed documentation and retention for each procurement according to State retention requirements.
  - Outlines procedures for Procurement Protests
    - Initial decision by the Chief Procurement Officer
    - Appeals go to an appeals panel appointed by the Chairman of the Board
  - Establishes responsibilities:
    - Supply Chain department, under the direction of the Chief Procurement Officer, has lead responsibilities for all procurement activities through contract award
    - UTA employees that engage in the procurement of goods, services, or construction shall have lead responsibility for post-award contract administration activities
    - Assistant Attorney General supports the Procurement Department
      - Review and approve any procurement above the micro purchase threshold
      - Coordinate and prepare the Agency response to any protest for consideration by the Chief Procurement Officer
      - Coordinate and prepare a response to any appeal for consideration by the Board of Trustees appeals panel
- 

**ALTERNATIVES:**

If this policy is not adopted the current Corporate Policy 1.1.7 Procurement and Contracting Code of Conduct, Corporate Policy 1.2.1 Procurement Standards, and Corporate Policy 1.2.2 Technology Hardware and Software Procurement Policy would remain in effect.

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**ATTACHMENTS:**

UTA Policy UTA.02.05 Procurement

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## UTAH TRANSIT AUTHORITY POLICY

### No. UTA.02.05

#### PROCUREMENT

1) Purpose.

The purpose of this policy is to define the controlling principles, regulations and laws that govern UTA Procurement of goods, services, and construction in fulfillment of its purpose to provide integrated mobility solutions to service life's connections, improve public health and enhance quality of life.

2) Definitions.

*“Chief Procurement Officer”* means the chief officer, normally the Chief Financial Officer, who exercises oversight and control of the Procurement organization and function.

*“Federally assisted Procurement”* means a Procurement which is financed in whole or in part by Federal funds.

*“FTA Third Party Contracting Guidance”* means the Federal Transit Administration Procurement Circular covering the Procurement of goods, services, and construction when federal funds are used to finance the Procurement. (FTA C 4220.1F)

*“Master Agreement”* means the official Federal Transit Administration (FTA) Master Agreement<sup>1</sup> that applies to each underlying agreement (third party agreements) where FTA assistance is provided. It contains the standard terms and conditions that apply to any underlying agreement.

*“Procurement”* means the cradle to grave process involved with the acquisition of goods, services, or construction through the expenditure of public funds.

*“Super Circular”* means the uniform administrative requirements, cost principles, and audit requirements for federal awards contained at 2 C.F.R. § 200 (Subparts A through F)

*“UTA”* means Utah Transit Authority

*“Utah Procurement Code”* means State of Utah law (Title 63G Chapter 6a) covering the acquisition of goods, services, and construction through an expenditure of public funds.

3) Policy.

UTA will conduct all Procurements in a manner which:

- Ensures transparency in the UTA Procurement process.
- Ensures fair and equitable treatment of all persons who participate in the UTA Procurement process.
- Fosters full and open competition to the maximum extent practicable.

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<sup>1</sup> <https://www.transit.dot.gov/grantee-resources/sample-fta-agreements/fta-master-agreement-version-28-february-9-2021>

- Obtains the best value product, service, or construction for UTA.
- Avoids the appearance of conflict of interest with regard to the solicitation, evaluation, award, or administration of UTA contracts.
- Ensures all Procurements receive the appropriate level of legal, functional and leadership reviews and approvals prior to entering into binding contracts.
- Complies with all state Procurement laws.
- Complies with the Public Transit District Act (UCA 17B-2A-801) and UTA Board Policy 2.2.
- For any Federally Assisted Procurement, complies with all federal laws, regulations and guidance including current versions of the FTA Third Party Contracting Guidance (FTA C 4220.1F), Super Circular (2 C.F.R. § 200 (Subparts A through F)) and the applicable FTA Master Agreement (FTA MA 28).

A. Procurement Documentation

UTA's Supply Chain Department will maintain detailed Procurement Documentation which describes each part of the Procurement process in detail from initial Procurement planning through solicitations, evaluation, and award, to the handling of protests.

B. Responding to Protests.

UTA will respond to protests in a timely and impartial manner within the guidelines set forth in the Utah Procurement Code and UTA's Procurement Standard Procedures. A protest involving a Federally Assisted Procurement will be reported to the FTA Regional Administrator through the FTA Regional Counsel's Office.

The initial protest will be decided by the Chief Procurement Officer based upon advice provided by the assigned Assistant Attorney General. Any appeal will be decided by an appeals panel appointed by the Chairman of the Board or other Trustee. The standard for review on appeal will be whether the Chief Procurement Officer's decision was arbitrary and capricious or clearly erroneous. The detailed instructions for handling a protest at both the Chief Procurement Officer and appeal level will be included in the Supply Chain Department's detailed Procurement Documentation.

C. Responsibilities.

1. The UTA Supply Chain Department, under the direction of the Chief Procurement Officer, will have the lead responsibility for all Procurement activities through contract award in compliance with this policy.
2. Any UTA organization and each UTA employee that engages in the Procurement of goods, services, or construction will have lead responsibility for post-award contract administration activities working cooperatively with the Procurement Organization in full adherence to this Policy.

The Assistant Attorney General assigned to support the Procurement organization will have the responsibility to:

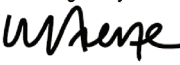
- a. Review and approve any Procurement above the micro purchase threshold to ensure compliance with all applicable Procurement laws and regulations, applicable UTA Policies, Procedures, and Supply Chain's detailed Procurement Documentation.
- b. Coordinate and prepare the Agency response to any protest for consideration by the Chief Procurement Officer acting in the capacity of Protest Officer.

- c. Coordinate and prepare a response to any appeal for consideration by the Board of Trustees appeals panel. Notify the FTA Regional Counsel’s Office of any protest involving a Federally Assisted Procurement.

4) Cross-References.

- UTA Board Policy 2.2 Contract Authority and Procurement
- UTA.01.01 Ethics Policy
- UTA.02.02 Contracting Authority Policy
- FTA Super Circular 2 C.F.R. § 200 (Subparts A through F)

This UTA Policy was reviewed by UTA’s Chief Officers on 08/04/2021, approved by the Board of Trustees on \_\_\_\_\_ and approved by the Executive Director on \_\_\_\_\_. This policy takes effect on the latter date.

<p>DocuSigned by:                    E17559BFE7DD49E...                  William Greene, Chief Financial Officer                  Accountable Executive</p>	<p>_____                  Jay Fox                  Executive Director</p>
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Approved as to form and content:

DocuSigned by:  
  
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 Counsel for the Authority

**History**

Date	Action	Owner
	Rescinded – Corporate Policy 1.1.7 Procurement and Contracting Code of Conduct Rescinded – Corporate Policy 1.2.1 Procurement Standards Rescinded – Corporate Policy 1.2.2 Technology Hardware and Software Procurement Policy	Supply Chain Director
	Board Approved – UTA.02.05 Procurement Policy	Supply Chain Director
	Adopted – UTA.02.05 Procurement Policy	Supply Chain Director



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 2/23/2022**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Bill Greene, Chief Financial Officer  
**PRESENTER(S):** Troy Bingham, Comptroller

**TITLE:**

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**UTA Policy - UTA.02.06 Accounts Receivable Adjustments Policy**

**AGENDA ITEM TYPE:**

UTA Policy

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**RECOMMENDATION:**

Adopt UTA Policy No UTA.02.06 Accounts Receivable Adjustment Policy and rescind prior Corporate Policy 3.1.9 Write-Off Authority

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**BACKGROUND:**

This policy UTA.02.06, would replace Corporate Policy 3.1.9 Write-off Authority Policy, which allows a department that has submitted a bill/invoice to an external party to UTA for services rendered by UTA, to nullify or modify the amount of that bill/invoice. These changes can restate previously reported revenues of UTA, so these will be reviewed by the Comptroller for reasonableness and approved by different levels of UTA based on dollar amount of the adjustment.

This policy adjustment is part of a package of coordinated changes aligning individual purchasing and revenue authority limits. This policy's limits are consistent with Policy No. 3.1.1 Spending Authority as amended into UTA.02.01.

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**DISCUSSION:**

UTA 02.06 Accounts Receivable Adjustment Policy will be updated with the following changes:

- Approval thresholds agree with UTA.02.01 Spending Authority Policy.
- Clarify requirements for a reason for the change in writing.

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**ALTERNATIVES:**

If this policy is not adopted the current Corporate Policy 3.1.9 Write-Off Authority would remain in effect.

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**FISCAL IMPACT:**

None

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**ATTACHMENTS:**

UTA Policy UTA.02.06 Accounts Receivable Adjustments

## UTAH TRANSIT AUTHORITY POLICY

### No. UTA.02.06

#### ACCOUNTS RECEIVABLE ADJUSTMENTS

1) Purpose.

This policy is intended to ensure that Adjustments to Accounts Receivable amounts are made at the appropriate approval level and with full documentation of the reason for the adjustment.

2) Definitions.

*“Accounts Receivable”* means a legally enforceable claim for payment held by UTA for goods supplied or services rendered that a customer ordered or received but has not paid for.

*“Adjustments”* means a decrease in the amount of an Accounts Receivable for reasons other than a mistake in calculation of the original Accounts Receivable amount, a Reduction or Write-off, or a change in timing of payment, a Special Payment Arrangement.

*“Reduction”* means an accounting action that partially reduces the value of an Accounts Receivable.

*“Special Payment Arrangement”* means an arrangement with the entity owing UTA an amount that provides a longer time in which to make full payment of the amount owed.

*“UTA”* means Utah Transit Authority.

*“Write-off”* means an accounting action that completely reduces the value of an Accounts Receivable.

3) Policy.

Requests for Adjustments to Accounts Receivables require written approval from authorized UTA employees in accordance with UTA approved Spending Authority Policy. Approval thresholds are intended to mirror those contained in UTA.02.01 Spending Authority Policy Table A (Spending Authority) and UCA 17B-2a-808.1(v) and will be deemed to automatically adjust as the amounts in Table A or the statute are adjusted.

A. Written approval shall include the reason for the Adjustment and a record of the collection efforts to date on the account. Written approvals will be provided to the Comptroller who shall conduct an independent review of the Adjustment, countersign the written approval, record the Adjustment, and maintain all documentation for the Adjustment.

B. The Chief Financial Officer shall administer the Accounts Receivable Adjustments policy.

4) Cross-References.


- UTA Board of Trustees Policy 2.1 Financial Management
- UTA.02.01 Spending Authority Policy

This UTA Policy was reviewed by UTA’s Chief Officers on 07/07/2021, approved by the Board of Trustees on \_\_\_\_\_ and approved by the Executive Director on \_\_\_\_\_. This policy takes effect on \_\_\_\_\_.

DocuSigned by:  
  
 E17559BFE7DD49E...

\_\_\_\_\_  
 William Greene, Chief Financial Officer  
 Accountable Executive

\_\_\_\_\_  
 Jay Fox  
 Executive Director

DocuSigned by:  
  
 70E33A415BA44F6... form and content:

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

**History**

Date	Action	Owner
8/7/2018	Adopted - Corporate Policy 3.1.9 Write-Off Authority	Chief Financial Officer
	Rescinds - Corporate Policy 3.1.9 Write-Off Authority	Chief Financial Officer
	Board Approved – UTA.02.06 Accounts Receivable Adjustments Policy	Chief Financial Officer
	Adopted – UTA.02.06 Accounts Receivable Adjustments UTA Policy	Chief Financial Officer



U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date: 2/23/2022**

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

**TITLE:**

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**Agency Report**

- Delegated Authority for On Call Infrastructure Maintenance Task Orders - Status Update
- Clean Cities Award

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**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**DISCUSSION:**

Jay Fox, Executive Director, will report on recent activities of the agency and other items of interest.

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U T A

# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date: 2/23/2022**

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**TO:** Board of Trustees  
**FROM:** Shule Bishop, Government Relations Director  
**PRESENTER(S):** Shule Bishop, Government Relations Director

**TITLE:**

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**Government Relations and Legislative Update**

**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion. Make Motions regarding UTA positions on Legislation as needed

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**BACKGROUND:**

The Utah State Legislature is currently in session. Lawmakers propose and discuss legislation that impacts or is of interest to the Utah Transit Authority.

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**DISCUSSION:**

The Government Relations Director will give a report on transit-related issues before the Utah Legislature.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 2/23/2022**

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**TO:** Select a meeting body.  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Kim Shanklin, Chief People Officer  
**PRESENTER(S):** Kim Shanklin, Chief People Officer

**TITLE:**

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**R2022-02-02 - Resolution Appointing Officers and Setting Compensation for District Officers and Employees**

**AGENDA ITEM TYPE:**

Resolution

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**RECOMMENDATION:**

Ratify and adopt the resolution that sets UTA's compensation structure for administrative employees and an annual appointment of officers.

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**BACKGROUND:**

This resolution adopts the 2022 salary structure setting the compensation of all district officers and employees. The resolution also appoints officers as required by statute.

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**DISCUSSION:**

The UTA salary structure is reviewed on a yearly basis. The structure was updated as part of a larger compensation review and the consultant recommended a 2% increase in the midpoint of the pay structure. This 2022 salary structure has been adjusted to adopt that recommendation. UTA People Office staff are continuing to review the compensation structure and accompanying policies to ensure it is easy to understand and is competitive in the market. Making this adjustment now will help with those efforts. This work comes at a critical time as the Utah labor market is competitive.

The resolution also appoints officers.

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**ALTERNATIVES:**

If not adopted, UTA could continue with the 2021 structure. This will result in UTA having a harder time competing for jobs within the local market and make it more difficult to attract and retain our workforce.

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**FISCAL IMPACT:**

All salary adjustments associated with changes to the updated structure are included in the 2022 budget.

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**ATTACHMENTS:**

Resolution R2022-02-02

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY APPOINTING OFFICERS, AND SETTING COMPENSATION FOR  
DISTRICT OFFICERS AND EMPLOYEES**

R2022-02-02

February 23, 2022

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

WHEREAS, the Act requires the Board of Trustees (“Board”) of the Authority to fix the compensation of all district officers and employees, excluding the Board of Trustees whose compensation is fixed by the Local Advisory Council;

WHEREAS, the Board desires to fix the compensation of all district officers and employees, excluding the Board of Trustees, as required by the Act;

WHEREAS, the Act requires the Board to appoint district officers, which includes a secretary, treasurer, comptroller, and internal auditor;

WHEREAS, the Board previously appointed and set compensation for Jay Fox as Executive Director in Resolution R2021-11-03; and

WHEREAS, the Board desires to appoint a Secretary, Treasurer, Comptroller, and Internal Auditor as required by the Act; and

WHEREAS, Annette Royle is currently serving as Secretary, and the Board wishes to reappoint her to that role; and

WHEREAS, William Greene is currently serving as Treasurer, and the Board wishes to reappoint him to that role; and

WHEREAS, Mike Hurst is currently serving as the Authority’s Internal Auditor and meets the requirements of the Act, and the Board wishes to reappoint him to that role; and

WHEREAS, Troy Bingham is currently serving as the Authority’s Comptroller and meets the requirements of the Act, and the Board wishes to reappoint him to that role.

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

1. That the Board hereby sets the compensation of all district officers and employees, excluding the Board of Trustees, as set forth in the compensation schedule attached as Exhibit A.
2. That the Board hereby appoints Annette Royle as Secretary.
3. That the Board hereby appoints William Greene as Treasurer
4. That the Board hereby appoints Troy Bingham as Comptroller.
5. That the Board hereby appoints Mike Hurst as Internal Auditor.
6. That the Board formally ratifies actions taken by the Authority, including those taken by the Executive Director and staff, that are necessary or appropriate to give effect to this Resolution.
7. That the corporate seal be attached hereto.

Approved and adopted this 23rd day of February 2022.

\_\_\_\_\_  
Carlton Christensen, Chair  
Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
*David Wilkins*  
5E3257B1CF024B9...  
Legal Counsel

Exhibit A  
**2022 UTA ADMINISTRATION SALARY STRUCTURE**  
 Date Printed: 02/03/2022

<b>Pay Grade</b>	<b>MIN</b>	<b>MID</b>	<b>MAX</b>	<b>Job Code</b>	<b>Job Title</b>
<b>EX</b>	<b>\$135,774.08</b>	<b>\$188,433.44</b>	<b>\$241,092.80</b>		
	<b>\$65.276</b>	<b>\$90.593</b>	<b>\$115.910</b>		
				EX1011	Chief Financial Officer
				EX1013	Chief Operating Officer
				EX1037	Chief People Officer
				EX1039	Chief Service Development Ofc
				EX1040	Chief Comms &Marketing Officer
				EX1041	Chief Enterprise Strategy Ofc
				EX1042	Chief Planning & Engmt Ofc
<b>O</b>	<b>\$122,509.92</b>	<b>\$166,757.76</b>	<b>\$211,007.68</b>		
	<b>\$58.899</b>	<b>\$80.172</b>	<b>\$101.446</b>		
				MG2074	Sr Program Mgr, EngProject Dev
				MG2114	Director of Asset Management
				MG2120	Director of Capital Projects
				MG2129	IT Director
				MG2164	Director of Maint Support
				MG2165	Dir of Capital Construction
				MG2167	Director Capital Development
				MG4015	Regional GM Mt. Ogden BU
				MG4016	Regional GM Timpanogos BU
				MG4017	Special Services GM
				MG4018	Acting Special Services GM
				MG4022	Regional GM Salt Lake BU
				MG4025	Commuter Rail General Manager
				MG4026	Light Rail General Manager
				MG4915	Acting Regional GM Mt Ogden BU
				MG4926	Acting Light Rail General Mgr
				MG4927	Acting Dir of Capital Constr
<b>N</b>	<b>\$104,035.36</b>	<b>\$138,944.00</b>	<b>\$173,852.64</b>		
	<b>\$50.017</b>	<b>\$66.800</b>	<b>\$83.583</b>		
				MG2033	Chf of Police - Pub Safety Mgr
				MG2068	Comptroller
				MG2076	SrMgr Budget&FinancialAnalysis
				MG2089	Sr Supply Chain Manager
				MG2108	Government Relations Director
				MG2110	Director of Planning
				MG2111	Director of Board Governance
				MG2113	Communications Director

- MG2116 IT Network Support Mgr
- MG2123 Sr Mgr Ops Analysis & Solutions
- MG2133 Dir HR Svcs & Labor Relations
- MG2140 Dir Innovat Mobility Solutions
- MG2145 Fares Director
- MG2148 Prog Mgr-Env, Grants, Proj Contr
- MG2151 Risk and Compliance Officer
- MG2152 Mgr, Apps Dvlpmnt & Support
- MG2154 IT Manager App Dev and PMO
- MG2156 Director Culture & Talent Dev
- MG2158 Information Security Manager
- MG2159 Enterprise Applications Mgr
- MG2163 Director of Supply Chain
- MG2166 Director of Fleet Engineering
- MG2171 Mgr Civil Engineering & Design
- MG2926 Acting Apps Sup & Dev Sr Mgr
- MG2940 Acting Dir Innov Mobility Sol
- MG3104 Director Internal Audit
- MG4928 Acting Director Internal Audit
- PR3083 Sr Dev Program Engineer
- TL3018 Sr Database Administrator
- TL3020 JDE ERP Sr Developer
- TL3023 Enterprise Tech Architect

<b>M</b>	<b>\$88,940.80</b>	<b>\$116,700.48</b>	<b>\$144,458.08</b>
	<b>\$42.760</b>	<b>\$56.106</b>	<b>\$69.451</b>

- MG1056 Manager Total Rewards
- MG1059 Mgr Qual and Const Oversight
- MG1060 Program Mgr Innov Mobility Sol
- MG1957 Revenue Svcs / Asst Treasurer
- MG2009 Facilities Maintenance Manager
- MG2010 Manager of Rail Operations
- MG2035 Mgr of Civil Rights Compliance
- MG2038 Mgr Rail Technical Svcs & QA
- MG2061 Manager, Systems Engineering
- MG2091 Coordinated Mobility Manager
- MG2093 Mgr Rail Plan/Perf, Proj Deliv
- MG2100 Mgr of IT Quality Assurance
- MG2109 Mgr Light Rail Operations
- MG2118 Sr Mgr- Real Estate and TOD
- MG2125 Comms & Deployment Mgr
- MG2127 Fare and BI Apps Mgr
- MG2128 Mgr State of Good Repair
- MG2132 Sr Mgr Workforce Pl&Talent Acq

MG2135 Mgr Rail Infrastructure Assets  
 MG2136 Mgr Rail Systems Assets  
 MG2142 Project Manager III  
 MG2146 Mgr Commuter Rail Operations  
 MG2147 Manager IT Project Mgmt Office  
 MG2153 Director, Safety & Security  
 MG2155 Director of Real Estate & TOD  
 MG2160 Director Talent Development  
 MG2162 Mgr Capital Assets&Proj Ctrl  
 MG2168 Mgr Environmental & Grant Svcs  
 MG2170 Rail Infrastructure Prjct Mgr  
 MG2909 Act Mgr Light Rail Operations  
 MG2936 Acting Mgr Rail Systems Assets  
 MG3102 Director Talent Acquisition  
 PR3035 Sr Media Relations Specialist  
 PR3149 Civil Engineer III  
 PR3162 Project Manager III  
 PR3167 Rail Infrastructure Prjct Mgr  
 SU3020 Captain  
 SU3026 Application Support Supv  
 SU3027 Application Development Supv  
 TL2028 Systems Support Analyst III  
 TL2046 SharePoint Admin-Developer  
 TL3012 Programmer Analyst III  
 TL3013 Sr Information Security Admin  
 TL3021 B.I. Architect-Programmer

<b>L</b>	<b>\$76,554.40</b>	<b>\$98,808.32</b>	<b>\$121,060.16</b>
	<b>\$36.805</b>	<b>\$47.504</b>	<b>\$58.202</b>

MG1008 Manager of Customer Service  
 MG1015 Mgr Long Range Strategic Plann  
 MG1031 Assistant Comptroller  
 MG1057 Mgr Customer Experience  
 MG1058 Mgr Ops-Maint Sys Arch & Sol  
 MG1061 Mgr Business Systems Solutions  
 MG1915 Acting Mgr LongRange StratPlan  
 MG2013 Mgr Light Rail Vehicle Maint  
 MG2016 Mgr Property Administration  
 MG2030 Claims & Insurance Manager  
 MG2041 Mgr Training and Development  
 MG2045 Manager of Service Delivery  
 MG2054 Manager of Right of Way Assets  
 MG2071 Mgr Transit Communications Ctr  
 MG2075 Mgr, Project Dev/Systems Plan

MG2083	Mgr Service Planning
MG2084	Manager of Operations Planning
MG2085	TOD Project Manager
MG2090	Procurement Manager
MG2094	Mgr of CR Vehicle Maintenance
MG2098	Manager of Safety
MG2105	Mgr Vehicle Perf & Maintenance
MG2107	Records Manager
MG2115	Mgr Ticket Vend Machine Assets
MG2124	Bus Communications Supv
MG2139	Mgr Veh Overhaul & Bus Support
MG2141	Project Manager II
MG2149	Mgr Business Development-Sales
MG2157	ActingMgr Vehicle Perf & Maint
MG2169	Mgr Project Research and Dev
MG2172	Mgr Special Svcs Ops Support
MG2971	Acting Mgr Transit Comms Ctr
MG2998	Acting Mgr Safety & Security
MG4929	Acting Mgr of Service Delivery
PR2111	Sr TAcq Full Cycle Recruiter
PR3013	Facilities Engineer
PR3077	Facilities Utilities Proj Admn
PR3104	Sr Business Process Developer
PR3113	Sr Compensation Analyst
PR3116	Data WH &Bus Intel Sys Analyst
PR3119	Senior BI Systems Analyst
PR3126	Sr Internal Auditor
PR3128	SrContinuousImprove Consultant
PR3130	Sr Org Development Consultant
PR3147	Sr Strategic Sourcing Spec
PR3161	Project Manager II
PR3176	Senior Capital Budget Analyst
SU1026	Community Engagement Manager
SU2052	ERP Tech Sys Admin-SupplyChain
SU2066	Operations Planning Supervisor
SU3006	HRIS/Technology System Admin
SU3008	Radio Communications Supv
SU3013	Network Comm/Infra Supervisor
SU3019	Fleet Engineering Admin
SU3024	Business&Quality Analyst Supv
SU3028	Supv Opns Business Systems
SU3030	Talent Acquisition Supervisor
SU3031	Leadership Development Admin

SU3034 Bus Communications Supv  
 SU3035 Fares Supervisor  
 SU3036 Fleet Engineering Supervisor  
 SU3041 State of Good Repair Supv  
 SU3042 Capital Asset Controls Supv  
 TL2012 Programmer Analyst II  
 TL2041 Radio Systems Engineer Trainee  
 TL2042 ERP Tech Sys Admin-Accounting  
 TL2044 Maintenance Systems ERP Admin  
 TL2047 ERP Tech Sys Admin-Developer  
 TL2049 IT Project Manager  
 TL3005 Systems Engineer  
 TL3011 Radio Systems Engineer  
 TL3016 Network Administrator III  
 TL3024 HRIS Administrator  
 TL3025 ERP Tech Sys Admin-Cap Assets  
 TL3026 Radio Systems Engineer I

<b>K</b>	<b>\$66,349.92</b>	<b>\$84,331.52</b>	<b>\$102,315.20</b>
	<b>\$31.899</b>	<b>\$40.544</b>	<b>\$49.190</b>

MG1014 Asst Mgr of Service Delivery  
 MG1035 Project Manager I  
 MG1038 Special Svc Program Mgr  
 MG1041 Asst Mgr of Rail Operations  
 MG1042 Board Manager  
 MG1044 Warehouse & Inventory Opns Mgr  
 MG1045 Manager of Security  
 MG1048 Asst Mgr Light Rail Veh Maint  
 MG1050 Asst Mgr of Svc Delivery (SS)  
 MG1052 Asst Mgr CR Vehicle Maint  
 MG1053 Asst Mgr Rail Infra Assets  
 MG1054 Asst Mgr Rail System Assets-CR  
 MG1055 Asst Mgr Rail System Assets-LR  
 MG1062 Asst Mgr of Customer Services  
 MG1955 Acting AM Rail Sys Assets-LR  
 MG1956 Asst Mgr Rail Systems Maint  
 PR2029 Communications Specialist  
 PR2036 Rail Service/Ops Sr Planner  
 PR2060 Rail Opns Training Leader  
 PR2069 Emergency Mgmt Program Mgr  
 PR2070 Video Security Admin  
 PR2083 Property Administrator II  
 PR2090 Sr Sales Representative  
 PR2107 Internal Communications Strat

PR2108	Sr Property Administrator
PR2110	Civil Engineer II
PR2121	PTC Administrator
PR2124	Project Manager I
PR2134	Vanpool Data & Security Admin
PR3001	Environmental Compliance Admin
PR3012	Strategic Planner III
PR3018	Claims Administrator
PR3024	Civil Rts Compliance Ofc (ADA)
PR3026	Grants Development Admin
PR3028	Workers Compensation Admin
PR3036	Public Relations Specialist
PR3049	Sr Service Planner
PR3050	Sr Operations Planner
PR3053	Project Control Specialist
PR3089	Transit Asset Administrator
PR3090	Sr Social Media Specialist
PR3091	NEPA Project Administrator
PR3103	Sr Planning Researcher
PR3111	Vehicle Procure/Comm Admin-Bus
PR3117	EnvSteward&Sustain Planner III
PR3118	Researcher- Innov Mobility Sol
PR3122	Strategic Sourcing Specialist
PR3125	BI Data Visualization Analyst
PR3127	Opns Systems Admin-Specialist
PR3131	Coord Mobility Grant Admin
PR3134	Civil Rts Comp Ofc (TVI-DBE)
PR3136	Sr BusinessProc Analytics Spec
PR3137	Sr Financial Analyst
PR3138	Sr Government Relations Spec
PR3139	GIS-Asset Administrator
PR3141	Proj Development Planner III
PR3142	HR Business Partner
PR3143	RR Regulatory Compliance Spec
PR3146	Procurement & Contracts Spec
PR3148	Sr Procurement &Contracts Spec
PR3151	People Office Strat Analyst
PR3153	Financial Svcs Administrator
PR3155	Sr Contract & Compliance Admin
PR3158	Senior Fare Revenue Analyst
PR3164	Labr Relations BusinessPartner
PR3166	Sr Social Media Strategist
PR3168	PR & Marketing Strategist

PR3170 Rdwy Worker Protection PrgmMgr  
 PR3171 Prjct Rsrch & Dev Sys Analyst  
 PR3173 Sr Business Development Rep  
 PR3174 Total Rewards Program Admin  
 PR3175 Enviro Compliance & NEPA Admin  
 SU2015 Bus Vehicle Maint Supv  
 SU2018 Facilities Maint Supv  
 SU2019 Accounting Supervisor  
 SU2023 Technical Services Supervisor  
 SU2030 Lieutenant  
 SU2037 Transit Communications Supv  
 SU2038 Technical Support Supervisor  
 SU2041 Rail Opns Training Leader  
 SU2056 Senior Accountant  
 SU2059 CR Veh Maint Training Leader  
 SU2060 Service Planning Supervisor  
 SU2062 Coord Mobility Grant Admin  
 SU2064 Fleet Maintenance Supervisor  
 SU2065 Technology Support Supervisor  
 SU3001 Rail Maintenance Supervisor  
 SU3002 Maintenance Of Way Supervisor  
 SU3004 Maint Training Administrator  
 SU3005 Bus Opns Training Admin/Supv  
 SU3012 Vanpool Fleet Maint Supervisor  
 SU3021 Light Rail-MOW Training Admin  
 SU3037 Maint Apprentice Training Admn  
 SU3038 Financial Svcs Administrator  
 SU3039 Corporate Training Admin  
 TL2008 Network Administrator II  
 TL2014 Digital Media Specialist  
 TL2019 Electronic Comms Team Leader  
 TL2037 Radio Comms Engr Tech II  
 TL2038 Radio Comms Engr Tech III  
 TL2048 Information Security Analyst  
 TL3006 Fleet Engineer  
 TL3009 Sr Telecommunications Spec

<b>J</b>	<b>\$57,909.28</b>	<b>\$72,558.72</b>	<b>\$87,206.08</b>
	<b>\$27.841</b>	<b>\$34.884</b>	<b>\$41.926</b>

CL3037 Exec Asst to Exec Director  
 CL3042 Executive Asst to Board Chair  
 CL3044 Executive Asst to Board  
 PR1041 Construction Inspector I  
 PR2066 Legal Assistant

PR2077	Civil Engineer
PR2080	Coordinated Mobility Specialis
PR2082	Property Administrator I
PR2084	SS Delivery Systems Admin
PR2085	TOD Project Specialist I
PR2086	TOD Project Specialist II
PR2088	Continuous Improve Specialist
PR2097	Records Officer and Specialist
PR2103	Technical Business Analyst
PR2113	Rail Quality Assurance Admin
PR2115	Planning Researcher II
PR2117	CI Specialist- Supply Chain
PR2118	Fleet Vehicle Maint Admin- Bus
PR2122	Fare Revenue Analyst
PR2123	Fare Operations Analyst
PR2126	IT Management Analyst
PR2129	Business Strategy Specialist
PR2130	LMS Technical Coordinator
PR2132	Fleet Vehicle Administrator
PR2136	Coord Mob Grants Compl Ofc
PR3014	Contract Buyer
PR3022	Internet Marketing Specialist
PR3032	Maint Training Specialist
PR3043	Rail Service Project Admin
PR3062	Business and Quality Analyst
PR3070	Safety Administrator-Const
PR3088	Rail Maint Training Specialist
PR3108	Safety Admin - Transit System
PR3114	Special Svcs Sr Planner
PR3120	Corp Instructional Designer
PR3121	Sr Buyer
PR3132	LR-MOW Instructional Designer
PR3145	Strategic Culture Partner
PR3156	Instructional Designer
PR3157	Sr Benefits Administrator
PR3159	Safety Administrator
PR3169	Leadership Dev Training Spec
SP3020	Commuter Rail Train Dispatcher
SU1007	ADA Evaluation Office Admin
SU1008	Pass Facilities Road Crew Supv
SU1027	Public Safety Records Supv
SU2009	Operations Supervisor
SU2010	Downtown Operations Supervisor

- SU2011 Light Rail Operations Supv
- SU2014 LRV Maint Supervisor
- SU2031 Commuter Rail Veh/Maint Supv
- SU2032 Farebox Service Supervisor
- SU2034 Cash Office Supervisor
- SU2035 Sergeant
- SU2042 Commuter Rail OpsPersonnelSupv
- SU2044 LRV Maint Supv-Team Mentor
- SU2045 LRV Maint Supv-BusinessAnalyst
- SU2046 LRV Maint Supv-BusinessSolSpec
- SU2047 LRV Maint Supv-QAQC Specialist
- SU2048 LRV Maint Supv-TeamCoordinator
- SU2049 LRV Maint Supv-Training Admin
- SU2050 LRV Maint Supv-Training Spec
- SU2051 LRV Maint Supv-BodyFabrication
- SU2053 LRV Maint Supv-PartsToolsEquip
- SU2054 Light Rail Controller Supv
- SU2055 LR Opns- Training Supv
- SU2058 Maintenance Analyst-Supervisor
- SU2063 Coordinated Mobility Spec
- SU2067 Paratransit Radio Control Supv
- TL1009 Systems Support Analyst I
- TL2006 Fleet Engineering Technician
- TL2017 Programmer Analyst I
- TL2022 Network Administrator I
- TL2027 Systems Support Analyst II
- TL2033 Network Specialist
- TL2039 Fleet Maintenance Tech-Analyst

<b>I</b>	<b>\$50,899.68</b>	<b>\$62,930.40</b>	<b>\$74,959.04</b>
	<b>\$24.471</b>	<b>\$30.255</b>	<b>\$36.038</b>

- CL3016 Maintenance Control Analyst
- CL3017 Operations Dispatch Lead
- CL3034 People Office Administrator
- CL3035 Office Admin- Opns,Cap,Assets
- CL3040 External Affairs Office Admin
- CL3041 CR Operations Scheduler
- CL3043 Office Admin- CFO and CSSTO
- CL3046 Office Administrator
- CL3048 Enterprise Strat Office Admin
- CL3049 Planning and Engmt OfficeAdmin
- CL3051 Finance Office Administrator
- PR1037 Talent Acquisition Specialist
- PR1040 Rideshare Product Rep

PR2008	Strategic Planner II
PR2009	Buyer
PR2010	Accountant
PR2015	Bus Operations Training Spec
PR2027	Service Planner
PR2028	Operations Planner
PR2030	Community Relations Spec
PR2051	Facilities Technician
PR2062	Claims Adjuster
PR2075	Maint Training Assistant Admin
PR2078	Benefits Administrator
PR2087	Commuter Rail Opns Trainer
PR2093	Talent Acq FullCycle Recruiter
PR2095	Graphic Art Specialist
PR2096	EnvSteward&Sustain Planner II
PR2098	Bus Opns Training Asst Admin
PR2100	Rail Service-Ops Planner
PR2102	Special Svcs Planner
PR2105	Proj Development Planner II
PR2106	Customer Experience Planner
PR2112	Bus Opns Training Lead
PR2114	Planning Researcher I
PR2116	IT Apps & Tech Support Analyst
PR2120	Sales Representative
PR2125	Payroll Analyst
PR2128	Community Engagement Spec
PR2131	Accountant-Capital Assets
PR2133	Customer Service Training Spec
PR2135	Corporate Training Specialist
PR2137	Retirement Liaison
PR3163	GIS Analyst
PR3172	Sr Accountant-CIP Grants
SP3006	Estimator
SP3008	Transit Police Officer III
SP3009	Transit Police Officer IV
SP3011	Flextrans Radio Control Coord
SP3013	Sr Transit Comms Dispatcher
SU1003	Customer Service Supervisor
SU1016	Special Svc Scheduling Supv
SU2040	Parts & Inventory Supervisor
SU2043	Commuter Rail System Supv
SU2068	Warehouse & Prod Ctrl Supv
TL2015	Electronic Communications Tech

TL2024 Communications QA Technician  
 TL2034 Revenue Equipment Maint Tech  
 TL2035 Lead Technology Support Spec.  
 TL2036 Radio Comms Engr Tech I  
 TL2040 Coord Mobility Tech Specialist  
 TL2050 Telecommunications Specialist

<b>H</b>	<b>\$45,300.32</b>	<b>\$55,018.08</b>	<b>\$64,735.84</b>
	<b>\$21.779</b>	<b>\$26.451</b>	<b>\$31.123</b>

CL2090 Training Support Specialist  
 CL2100 Coord Mobility Grants Spec  
 CL3003 Production Control Specialist  
 CL3004 Warranty Claims Specialist  
 CL3005 Materials/Inv Control Analyst  
 CL3007 Vanpool Maintenance Specialist  
 CL3008 Sr Office Specialist  
 CL3018 Sr Office Specialist- Finance  
 CL3019 Sr Office Spec- Mt Ogden BU  
 CL3021 Sr Office Specialist- SLBU  
 CL3022 Sr Office Specialist- SSvc BU  
 CL3023 Sr Office Spec- Timpanogos BU  
 CL3025 Sr Office Spec- Asst to PS Mgr  
 CL3026 Sr Office Spec- Supply Chain  
 CL3027 Sr Office Spec- Light Rail  
 CL3028 Sr Office Spec- Maint of Way  
 CL3029 Sr Office Spec- LR Veh Maint  
 CL3030 Sr Office Spec- Ext Affairs  
 CL3032 Sr Office Spec- Capital Proj  
 CL3033 Sr Office Spec- Commuter Rail  
 CL3036 Production Control Spec- LR  
 CL3038 Sr Office Spec- Asset Mgt  
 CL3039 Sr Office Spec- IT  
 CL3045 Sr Office Spec- Board  
 CL3047 HR Specialist  
 CL3050 Board Administrator  
 CS1005 Cust Svc Technical Specialist  
 CS3001 Special Svc Cust Care Admin  
 PR1023 Assistant Service Planner  
 PR1024 Assistant Operations Planner  
 PR1042 Fare Revenue Specialist  
 PR1043 Civil Rts Compliance Analyst  
 PR2001 Intern - Level III  
 PR2094 Bus Stop Administrator  
 SP2020 Transit Comms Dispatcher

SP2023 Paratransit Eligibility Spec  
 SP3007 Transit Police Officer II  
 SP3015 Payroll Administrator  
 SP3019 Warehouse & Prod Control Lead  
 SP3021 Travel Training Coordinator  
 SU1022 System Monitoring Administrator  
 TL1005 Field Service Technician  
 TL1010 Technology Support Technician  
 TL2032 Technology Support Specialist

<b>G</b>	<b>\$40,181.44</b>	<b>\$48,488.96</b>	<b>\$56,798.56</b>
	<b>\$19.318</b>	<b>\$23.312</b>	<b>\$27.307</b>

CL2064 Hearing Offcr-Fine Adjudicator  
 CL3052 SrAccounts Payable Coordinator  
 CS2006 Lead Scheduling Specialist  
 CS2010 Customer Svc Lead Specialist  
 CS2013 Sr Customer Focus Specialist  
 PR1001 Intern - Level II  
 PR1015 Strategic Planner I  
 PR1034 EnvSteward&Sustain Planner I  
 PR1035 Proj Development Planner I  
 PR1038 Sales Specialist  
 SP2012 Transit Police Officer I  
 SP2016 Travel Trainer  
 SP2017 Property Specialist  
 SP2021 Transit Comms Dispatch-Trainee  
 SP2022 Transit Police Officer Trainee  
 SP3012 Warehouse Specialist  
 SU3040 Revenue Collection Supervisor  
 TL2045 Video Security Technician

<b>F</b>	<b>\$36,092.16</b>	<b>\$43,080.96</b>	<b>\$50,069.76</b>
	<b>\$17.352</b>	<b>\$20.712</b>	<b>\$24.072</b>

CL1016 Talent Acquisition Assistant  
 CL2012 Facilities Office Specialist  
 CL2018 Mobility Center Office Spec  
 CL2026 Real Estate Office Specialist  
 CL2070 Commuter Rail Office Spec  
 CL2073 HR Office Specialist  
 CL2078 Office Specialist  
 CL2079 Rail Office Specialist  
 CL2081 Paratransit Eligibility Spec  
 CL2084 Public Safety Ofc Specialist  
 CL2085 Maint Support Office Spec  
 CL2086 Maintenance Office Specialist

CL2087 Office Specialist-SSvc BU  
 CL2089 Vanpool Maint Ofc Specialist  
 CL2096 Rideshare Customer Accts Spec  
 CL2097 Expeditor- Jr Buyer  
 CL2098 Customer Svc Office Specialist  
 CL2101 SS Cust Care&Sched Office Spec  
 CL3011 Vanpool Support Specialist  
 CS2003 Customer Relations Specialist  
 CS2008 Paratransit Scheduling Splist  
 CS2009 Customer Focus Specialist  
 CS2011 Cust Comms & Social Media Spec  
 PR1002 Intern - Level I  
 PR1027 PublicSafety Records-Data Spec  
 PR1031 Recovery Adjuster

<b>E</b>	<b>\$32,656.00</b>	<b>\$38,581.92</b>	<b>\$44,509.92</b>
	<b>\$15.700</b>	<b>\$18.549</b>	<b>\$21.399</b>

CL1009 People Office Assistant  
 CL1011 Claims Clerk  
 CL1018 Administrative Services Asst  
 CL1019 HR Records Clerk  
 CL1020 Government Relations Assistant  
 CL2028 Receptionist- Accounting Clerk  
 CL2050 Accounts Payable Coordinator  
 CL2054 Vanpool Maintenance Specialist  
 CL2083 Accts Payable-Receivable Coord  
 CR1901 Intern- Diesel Tech  
 CS1008 Items Recovery Specialist  
 CS1010 Sr Contact Center Agent  
 CS1012 Quality Assurance Analyst  
 SP1012 Security Guard  
 SP1013 Train Host  
 SP1017 Fare Inspection Officer  
 SP1020 System Monitor Data Specialist

<b>D</b>	<b>\$29,766.88</b>	<b>\$34,831.68</b>	<b>\$39,898.56</b>
	<b>\$14.311</b>	<b>\$16.746</b>	<b>\$19.182</b>

CL2103 Capital Asset Specialist  
 CS1009 Contact Center Agent  
 SP1005 Farebox Revenue Processor  
 SP1021 Autonomous Vehicle Host  
 SP1022 Farebox Revenue Receiver

<b>C</b>	<b>\$27,335.36</b>	<b>\$31,701.28</b>	<b>\$36,065.12</b>
	<b>\$13.142</b>	<b>\$15.241</b>	<b>\$17.339</b>

CL1012 Office Clerk

CL1021	Mailroom & Warehouse Clerk
SP1016	System Monitor



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 2/23/2022**

---

**TO:** Board of Trustees  
**FROM:** Kim Shanklin, Chief People Officer  
**PRESENTER(S):** Kim Shanklin, Chief People Officer

**TITLE:**

---

**Contract: Amendment No. 1 to Executive Director Employment Agreement**

**AGENDA ITEM TYPE:**

Non-Procurement Agreement

---

**RECOMMENDATION:**

Approve and execute Amendment No. 1 to the Executive Director Employment Agreement.

---

**BACKGROUND:**

UTA and Jay Fox agreed to specific terms of relocation reimbursement as part of his employment agreement. These original terms were insufficient in comparison to the actual costs of relocation.

---

**DISCUSSION:**

Mr. Fox's initial quote for moving goods was under the \$20,000 included in the initial employment agreement. Since then, his moving expenses cost him significantly more. Mr. Fox did not use both months of his COBRA reimbursement. Parties believe it is reasonable and fair to increase the amount of relocation to \$30,000 to help with the actual costs of relocation.

---

**ALTERNATIVES:**

Reimburse at the \$20,000 amount.

---

**FISCAL IMPACT:**

This increases the cost of Mr. Fox's reimbursement total by approximately \$7,500 however this cost can be absorbed in the 2022 budget.

---

**ATTACHMENTS:**

Amendment No. 1 to Executive Director Employment Agreement

Amendment No. 1  
to Executive Director Employment Agreement  
Between  
Utah Transit Authority and Jay Fox

Whereas Utah Transit Authority (UTA) and Jay Fox (employee) (hereinafter “Parties”) entered into an Executive Director Employment Agreement (Agreement) with an effective date of January 10, 2022 and

Whereas the Agreement provided for Relocation Expenses in an amount not-to-exceed (NTE) \$20,000, and

Whereas reasonable and actual Relocation Expenses significantly exceeded the amount of \$20,000, and

Whereas the Parties desire to increase the Relocation Expense NTE amount;

NOW THEREFORE THE PARTIES ENTER INTO THIS AMENDMENT NO. 1 AS FOLLOWS:

1. The NTE amount for Relocation Expenses contained in Para. 7(a)(v) of the Agreement is hereby increased from \$20,000 to \$30,000.
2. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have entered into and executed this Amendment No. 1 with an effective date of February \_\_\_\_, 2022.

UTAH TRANSIT AUTHORITY

EMPLOYEE

\_\_\_\_\_  
Carlton Christensen  
Chair, Board of Trustees

\_\_\_\_\_  
Jay Fox  
Executive Director

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

\_\_\_\_\_  
Beth Holbrook  
Trustee

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

\_\_\_\_\_  
Jeff Acerson  
Trustee

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

Approved as to form:

DocuSigned by:

*David Wilkins*

5E3257B1CF024B9...

\_\_\_\_\_  
Assistant Attorney General  
UTA Legal Counsel



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 2/23/2022

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** David Hancock, Director of Capital Construction  
Kyle Stockley, Rail Infrastructure Project Manager

**TITLE:**

---

**Change Order: On-Call Infrastructure Maintenance Contract Task Order #22.36 - Infrastructure Program Management Fees (Stacy and Witbeck, Inc)**

---

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

---

**RECOMMENDATION:**

Approve task order #22.36 to the on-call maintenance contract with Stacy and Witbeck, Inc. and authorize the Executive Director to execute the task order and associated disbursements for 2022 construction management fees in the amount of \$549,120.

---

**BACKGROUND:**

UTA executed an on-call Infrastructure Contract with Stacy and Witbeck for the years 2021-2023 with a possibility to go two additional years at UTA's discretion.

As part of the contract, UTA retains the services of a Project Manager and Track Superintendent full time. Specific services provided include:

- Field evaluations for upcoming task orders
- Providing bid estimates for project proposals
- Managing construction projects
- Coordinating resources for emergency response

This task order authorizes UTA to pay the construction management fees for the 2022 calendar year.

---

**DISCUSSION:**

UTA Staff is requesting approval of task order #22.36 with Stacy and Witbeck, Inc. to pay the cost for the Project Manager & Track Superintendent on retainer for the duration of the calendar year in accordance with the executed

contract. Invoices will be submitted monthly for actual hours worked on task orders, not to exceed 40 hours per week.

---

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Stacy and Witbeck Inc.
<b>Contract Number:</b>	20-03349VW-22.36
<b>Base Contract Effective Dates:</b>	January 1, 2021 - December 31, 2023, (Task Order Period of Performance January 1, 2022 - December 31, 2022)
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	\$8,909,449
<b>Amendment Amount:</b>	\$549,120
<b>New/Total Amount Contract Value:</b>	\$9,458,569
<b>Procurement Method:</b>	RFP best value modification
<b>Funding Sources:</b>	State of Good Repair and Capital Projects 2022 Budget

---

**ALTERNATIVES:**

N/A

---

**FISCAL IMPACT:**

This budget is included in the 2022 Capital Program.

---

**ATTACHMENTS:**

Task Order

**TASK ORDER NO# 22.36**

**TASK ORDER NAME: 2022 On-Call Infrastructure Program Management Fees**

**PROJECT CODE: SGR405 40-7405.68912**

This is Task Order No. 22.36 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Stacy and Witbeck, Inc. (Contractor) as of February 2nd, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

**1.0 SCOPE OF SERVICES**

The scope of work for the Task Order #22.36 is hereby attached and incorporated into this Task Order.

**2.0 SCHEDULE**

The Substantial Completion Date for this Task is December 31<sup>st</sup>, 2022. The Final Acceptance Date for this Task is December 31<sup>st</sup>, 2022.

**3.0 LUMP SUM PRICE**

The price for this task order is a not to exceed \$549,120.00. Invoices will be billed on monthly basis for work completed to date.

**4.0 APPLICABILITY OF FEDERAL CLAUSES**

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

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

UTAH TRANSIT AUTHORITY:

STACY AND WITBECK, INC.:

By: \_\_\_\_\_  
Jay Fox, Executive Director > \$100,000 Date

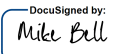
By:  \_\_\_\_\_  
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Date: 2/4/2022 \_\_\_\_\_

By: \_\_\_\_\_  
Mary DeLoretto, Chief Service Development Ofc. < 100,000 Date

By: \_\_\_\_\_  
Dave Hancock, Director of Capital Construction < \$50,000 Date

By: \_\_\_\_\_  
Kyle Stockley, Project Manager < \$10,000 Date

 \_\_\_\_\_  
Legal Review Procurement Review

# Stacy and Witbeck

December 15, 2021

On Call Services

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

Reference: Letter 02 – On-Call Transit Infrastructure Construction, Maintenance and Repair

Subject: 2022 Pre-Construction and Construction Management Fees

In accordance with section A of the Stacy and Witbeck, Inc. Price Proposal Form for the On-Call Transit Infrastructure Construction, Maintenance and Repair Project proposal, SWI is pleased to provide an anticipated budget for 2022 Pre-Construction and Construction Management Fees. The 2022 rates are as follows:

Infrastructure Project Manager – Collin Christensen \$120/Hr.  
Budgeting for 40 hours a week for 12 months (52 weeks)

Infrastructure Superintendent – Matt Foust \$144/Hr.  
Budgeting for 40 hours a week for 12 months (52 weeks)

2022 Combined budget total fee would be:

Infrastructure Project Manager – Collin Christensen -	\$249,600
<u>Infrastructure Superintendent – Matt Foust -</u>	<u>\$299,520</u>
<b>Combined Budget Total</b>	<b>\$549,120</b>

SWI will provide a monthly invoice with weekly timecards as backup, reflecting which task orders Collin and Matt were working on each month. We appreciate the considerations provided for management compensation and look forward to continuing to deliver a high level of service to UTA in the upcoming years.

Please contact me with any questions or concerns.

Sincerely,  
Stacy and Witbeck, Inc.



Collin Christensen  
Project Manager



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date: 2/23/2022**

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Dave Hancock, Director Capital Construction  
Dane Cooley, Manager of Quality and Construction Oversight  
**TITLE:**

---

**Change Order: On-Call Quality and Assurance and Material Testing/Inspection Change Order #2 (CMT Engineering Laboratories)**

---

**AGENDA ITEM TYPE:**  
Procurement Contract/Change Order

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**RECOMMENDATION:**  
Approve change order #2 to the CMT Engineering Laboratories (CMT) Professional Services Contract in the amount of \$80,000 and authorize the Executive Director to execute the change order and associated disbursements..

---

**BACKGROUND:**  
CMT provides quality assurance/quality control (QA/QC )and material testing services for a variety of UTA's capital construction projects. In 2021, change order #01 to contract 19-3016TP added \$45,000 to the original contract budget as well as a one-year extension, from 5/15/2021 to 5/15/2022. Change Order #2 will add an additional \$80,000 to the contract putting it over the \$200,000 threshold requiring board approval. This change order does not include a contract extension.

---

**DISCUSSION:**  
The current contract needs an additional \$80,000 so that the required QA/QC services may continue through April 2022. The contract expires on 5/15/2022. This change order is needed to facilitate QA/QC services while a new contract is being procured. Proposals for the new contract are due in February. Review and selection will take place thereafter. Once a consultant is selected, there will be time to negotiate and circulate the contract for Board approval.

---

Billing rates for this change order are equal to the current contract approved rates.

**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	CMT Engineering Laboratories
<b>Contract Number:</b>	19-3016TP-02
<b>Base Contract Effective Dates:</b>	5/15/2019 through 5/15/2021
<b>Extended Contract Dates:</b>	5/15/2021 through 5/15/2022
<b>Existing Contract Value:</b>	\$195,000
<b>Amendment Amount:</b>	\$80,000
<b>New/Total Amount Contract Value:</b>	\$275,000
<b>Procurement Method:</b>	RFP best value modification
<b>Funding Sources:</b>	Various Capital Project budgets

---

**ALTERNATIVES:**

If this change order is not approved, the required QA/QC services will not be able to continue through April 2022.

---

**FISCAL IMPACT:**

This budget is included in the 2022 Capital Program.

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**ATTACHMENTS:**

Change Order #2 and Original Contract

**Utah Transit Authority**  
 669 West 200 South  
 Salt Lake City, Utah 84101  
 Phone: (801) 741-8885  
 Fax: (801) 741-8892



CHANGE ORDER  
 No. 2

TITLE: Additional QC/QA Construction Services DATE: 1/21/2022  
 PROJECT/CODE: MUL2014 - Multi Year Prof Services Contracts This is a change order to CONTRACT No: 19-3016TP  
 TO: CMT Engineering Laboratories  
 ATTN: John Merrill

DESCRIPTION OF CHANGE: Brief scope, references to scope defining documents such as RFIs, submittals, specified drawings, exhibits, etc.

The current contract needs \$80,000 additional budget so that required QA/QC services can continue through April 2022. The current on-call materials testing and inspection contract expires on 5/15/2022. This change order is to facilitate services while new procurement is done which results in a new contract in parallel to existing contract.

Direction or Authorization to Proceed (DAP) previously executed: YES \_\_\_ NO X

It is mutually agreed upon, there is a schedule impact due to this Change order: YES \_\_\_ NO X

The amount of any adjustment to time for Substantial Completion and/or Guaranteed Completion or Contract Price includes all known and stated impacts or amounts, direct, indirect and consequential, (as of the date of this Change Order) which may be incurred as a result of the event or matter giving rise to this Change Order. Should conditions arise subsequent to this Change Order that impact the Work under the Contract, including this Change Order, and justify a Change Order under the Contract, or should subsequent Change Orders impact the Work under this Change Order, UTA or the Contractor may initiate a Change Order per the General Provisions, to address such impacts as may arise.

Current Change Order		Contract		Schedule	
Lump Sum:	\$80,000	Original Contract Sum:	\$150,000	Final Completion Date Prior to This Change:	5/15/2022
Unit Cost:	-	Net Change by Previously Authorized Changes:	\$45,000	<b>Contract Time Change This Change Order (Calendar Days):</b>	<b>0</b>
Cost Plus:	-	<b>Previous Project Total:</b>	<b>\$195,000</b>	Final Completion Date as of This Change Order:	5/15/2022
<b>Total:</b>	<b>\$80,000</b>	Net Change This Change Order:	\$80,000		
		<b>Current Project Total:</b>	<b>\$275,000</b>		

ACCEPTED:

By:   
 Date: 2/2/2022

**John Merrill**  
 CMT Engineering Laboratories

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
**Grey Turner**  
 Project Manager <\$10,000

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
**David Hancock**  
 Director of Capital Construction <\$50,000

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
**Mary DeLoretto**  
 Acting Chief Service Dev Officer <\$100,000

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
**Vicki Woodward**  
 Procurement

By:   
 Date: 2/2/2022  
**Michael Bell**  
 Legal Review

By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
**Jay Fox**  
 Executive Director >\$100,000



**Change Order Summary Worksheet**  
Previously Authorized Changes

<b>Contract</b>	<b>19-3016TP CMT</b>
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<b>Change Order No</b>	<b>Date</b>	<b>Amount of CO</b>	<b>Running Contract Total</b>	<b>Subject</b>
Original Contract			\$150,000	
1	7/16/2021	\$45,000	\$195,000	Additional QC/QA Construction Services
<b>Total to Date</b>		<b>\$ 45,000</b>		

CMT On-Call Materials Testing Invoice Tracking - 2021				
Invoice No.	Services Date (Mo.\Yr.)	Invoice Amt.	UTA Project	
92359	01/2021	\$ 421.20	MSP186 - Sandy Parking Structure	
92535		\$ 532.20	MSP186 - Sandy Parking Structure	
92650		\$ 3,106.60	MSP102 - Depot District	
92651		\$ 339.40	MSP124 - Airport Station Relo.	
<b>01/2021 Invoice Total</b>		<b>\$ 4,399.40</b>		
93148	02/2021	\$ 4,187.40	MSP102 - Depot District	
<b>02/2021 Invoice Total</b>		<b>\$ 4,187.40</b>		
93750	03/2021	\$ 475.80	MSP205 - Tiger Grants	
97351		\$ 5,044.00	MSP102 - Depot District	
<b>03/2021 Invoice Total</b>		<b>\$ 5,519.80</b>		
93992	04/2021	\$ 572.20	MSP186 - Sandy Parking Structure	
94412		\$ 9,018.40	MSP205 - Tiger Grants	
94413		\$ 280.40	MSP102 - Depot District	
<b>04/2021 Invoice Total</b>		<b>\$ 9,871.00</b>		
94892	05/2021	\$ 991.20	MSP227 - Meadowbrook Expansion	
95083		\$ 690.80	MSP205 - Tiger Grants	
95084		\$ 462.80	MSP205 - Tiger Grants	
95085		\$ 9,183.50	MSP102 - Depot District	
95086		\$ 208.40	MSP124 - Airport Station Relo.	
<b>05/2021 Invoice Total</b>		<b>\$ 11,536.70</b>		
95359	06/2021	\$ 952.80	MSP185 - Ogden-WSU BRT	
95753		\$ 195.40	MSP205 - Tiger Grants	
95754		\$ 7,276.80	MSP102 - Depot District	
<b>06/2021 Invoice Total</b>		<b>\$ 8,425.00</b>		
96015	07/2021	\$ 589.80	MSP227 - Meadowbrook Expansion	
96016		\$ 257.80	MSP185 - Ogden-WSU BRT	
96228		\$ 770.80	MSP227 - Meadowbrook Expansion	
96229		\$ 356.60	MSP185 - Ogden-WSU BRT	
96428		\$ 5,707.50	MSP102 - Depot District	
<b>07/2021 Invoice Total</b>		<b>\$ 7,682.50</b>		
96698	08/2021	\$ 1,381.80	MSP185 - Ogden-WSU BRT	
96955		\$ 751.80	MSP227 - Meadowbrook Expansion	
96956		\$ 305.20	MSP194 - 650 S Trax Station	
97142		\$ 112.40	MSP205 - Tiger Grants (Folsom)	
97143		\$ 7,850.90	MSP102 - Depot District	
97144		\$ 200.20	MSP124 - Airport Station Relo.	
<b>08/2021 Invoice Total</b>		<b>\$ 10,602.30</b>		
97430	09/2021	\$ 143.60	MSP227 - Meadowbrook Expansion	
97431		\$ 262.60	MSP185 - Ogden-WSU BRT	
97432		\$ 2,960.00	MSP194 - 650 S Trax Station	
<b>09/2021 Invoice Total</b>		<b>\$ 3,366.20</b>		
			<b>2021 Total To Date</b>	<b>\$ 65,590.30</b>
97827	10/2021	\$ 241.80	MSP205 - Tiger Grants (Folsom)	
97828		\$ 8,073.00	MSP102 - Depot District	
97638		\$ 649.20	MSP185 - Ogden-WSU BRT	
97639		\$ 428.40	MSP194 - 650 S Trax Station	
<b>10/2021 Invoice Total</b>		<b>\$ 9,392.40</b>		
98058	11/2021	\$ 1,354.10	MSP194 - 650 S Trax Station	
98295		\$ 143.60	MSP227 - Meadowbrook Expansion	
98296		\$ 260.80	MSP185 - Ogden-WSU BRT	
98297		\$ 958.60	MSP194 - 650 S Trax Station	
98492		\$ 8,602.20	MSP102 - Depot District	
<b>11/2021 Invoice Total</b>		<b>\$ 11,319.30</b>		
98874	11/2021 Services	\$ 1,888.40	MSP227 - Meadowbrook Expansion	
98875		\$ 1,064.20	MSP185 - Ogden-WSU BRT	
98876		\$ 1,678.50	MSP194 - 650 S Trax Station	
99059		\$ 7,458.20	MSP102 - Depot District	
<b>12/2021 Invoice Total</b>		<b>\$ 12,089.30</b>		
99377	12/2021 Services	\$ 3,198.40	MSP227 - Meadowbrook Expansion	
99378		\$ 2,218.00	MSP185 - Ogden-WSU BRT	
99379		\$ 610.40	MSP194 - 650 S Trax Station	
99380		\$ 107.20	SGR358 - Fronrunner Paint Booth	
99381		\$ 661.60	MSP081 - Tooele Bus Facility	
99530		\$ 5,441.20	MSP102 - Depot District	
<b>01/2022 Invoice Total</b>		<b>\$ 12,236.80</b>		

**2021 Total To Date**    **\$ 65,590.30**

**\$ 20,000.00** Add'l budget for 12/2021 and 01/2022 invoices  
**\$ 60,000.00** Add'l budget for Jan. thru Apr. 2022 (\$15k per mos.)  
**\$ 80,000.00** Total CO #2 request

2021 Services Total	\$ 110,628.10	Highest 3 Mos. Services Total	\$ 35,645.40
2021 Monthly Avg.	\$ 9,219.01	Highest 3 Mos. Services Monthly Avg.	\$ 11,881.80

**PROFESSIONAL SERVICES AGREEMENT**

**On-Call Quality and Assurance and Material Testing/Inspection Service**

This Professional Services Agreement is entered into and made effective as of the 31st day of May, 2019 (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and CMT ENGINEERING LABORATORIES (“Consultant”).

RECITALS

A. UTA desires to hire professional services for On-Call Quality and Assurance and Material Testing and Inspection Services.

B. On April 5, 2019, UTA issued Request for Proposal Package Number 19-03016TP (“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 Consultant as the preferred entity with whom to negotiate a contract to perform the Work.

D. 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 herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

**ARTICLE 1.0**

**Definitions**

As used throughout this Contract, the following terms shall have the meanings set forth below:

1.1 The term “Change Order” shall mean a written modification to this Contract (the form of which shall be prescribed by UTA) pursuant to which the parties shall mutually agree upon and effect any additions, deletions, or variations in the Work (as such Work is initially defined by this Contract). The scope of modifications may include, without limitation, changes in the: (i) consideration paid to Consultant, (ii) deliverables required to be furnished by Consultant; (iii) method, manner or scope of the Work; or (iv) required performance completion milestones or other Contract schedule requirements.

1.2 The term “Claims” shall have the meaning set forth in Section 16.1 of this Contract.

1.3 The term “Consultant’s Project Manager” shall mean Orvin Russell, or his/her successor as appointed or designated in writing by Consultant.

- 1.4 The term “Consultant’s Proposal” shall mean CMT’s proposal dated April 24, 2019.
- 1.5 The term “Contract” shall mean this Professional Services Agreement (inclusive of amendments and Change Orders hereto), together with all attached exhibits, all documents incorporated by reference pursuant to Article 26 hereof, and all drawings, reports, studies, industry standards, legal requirements and other items referenced in the foregoing documents.
- 1.6 The term “Indemnitees” shall mean the UTA parties set forth in Section 16.1 of this Contract.
- 1.7 The term “Scope of Services” shall mean the services described in or reasonably implied by this Contract including, but not limited to, Exhibit “B” (and all Contract requirements associated with such services).
- 1.8 The term “UTA’s Project Manager” shall mean Dane Cooley, or his/her successor as appointed or designated in writing by UTA.
- 1.9 The term “Work” shall mean any activities undertaken or required to be undertaken by Consultant in conjunction with the Scope of Services or Contract.

**ARTICLE 2.0**  
**Description of Services**

- 2.1 Consultant shall perform all Work as set forth in the Scope of Services. 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.
- 2.2 Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- 2.3 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.
- 2.4 Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- 2.5 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.

**ARTICLE 3.0**  
**Day-to-Day Management of the Work**

- 3.1 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.
- 3.2 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.

**ARTICLE 4.0**  
**Progress of the Work**

- 4.1 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.
- 4.2 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.
- 4.3 Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 If Consultant fails to promptly remedy rejected Work as provided in Section 4.6, 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 Consultant.

**ARTICLE 5.0**  
**Period of Performance**

- 5.1 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. Consultant shall complete all Work no later than May 15, 2021. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. 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.

**ARTICLE 6.0**  
**Consideration**

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with 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.

- 6.2 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.
- 6.3 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.
- 6.4 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.

**ARTICLE 7.0**  
**Contract Changes**

- 7.1 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:
  - A. In the Scope of Services;
  - B. In the method or manner of performance of the Work; or
  - C. 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.

- 7.2 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.
- 7.3 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 law or other requirement set forth in this Contract; or (ii) other conditions exist 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.

- 7.4 As soon as practicable, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work compensable under Section 7.1 or 7.3. 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 20 of this Contract.

## **ARTICLE 8.0**

### **Invoicing Procedures and Records**

- 8.1 Consultant shall submit invoices to UTA’s Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Consultant shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant’s entitlement to the requested payment must be submitted with each invoice. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

## **ARTICLE 9.0**

### **Ownership of Materials**

- 9.1 All data including, but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, developed by Consultant as a part of its Work under this Contract (collectively and generically referred to in this Article as “Work Product”) are the property of UTA. All Work Product must be delivered to UTA

no later than the completion of the Work and prior to final payment by UTA. In the event this Contract is terminated prior to completion of the Work, then Consultant shall transmit all Work Product completed or in-process as of the date of termination.

- 9.2 UTA shall not be construed to be the owner of any intellectual property contained in the Work Product that was owned or created by Consultant outside of the scope of this Contract. However, with respect to such intellectual property of Consultant, Consultant hereby grants UTA a non-exclusive perpetual license to use such intellectual property to the full extent reasonably necessary for UTA's use and enjoyment of the Work Product furnished under this Contract.

**ARTICLE 10.0**  
**Subcontracts**

- 10.1 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 subcontractors, such approval not to be withheld unreasonably.
- 10.2 No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- 10.3 Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- 10.4 Consultant shall be responsible for and direct all Work performed by subcontractors.
- 10.5 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.

**ARTICLE 11.0**  
**Key Personnel**

- 11.1 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.

**ARTICLE 12.0**  
**Suspension of Work**

- 12.1 UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, 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.
- 12.2 If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- 12.3 If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

- 12.4 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.

#### **ARTICLE 13.0**

##### **Termination for Convenience; Termination for Cause and Default Remedies**

- 13.1 UTA shall have the right to terminate this Contract at any time by providing written notice to Consultant. If this Contract is terminated for convenience, UTA shall pay Consultant its costs and a reasonable profit on work performed up to the effective date of the termination notice, plus costs reasonably and necessarily incurred by Consultant to effect such termination. UTA shall not be responsible for anticipated profits based on Work not performed as of the effective date of termination. 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.
- 13.2 If Consultant materially fails to perform any of its obligations under this Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within ten (10) days after receipt of written notice from UTA, UTA may, at its discretion:
- A. Terminate this Contract (in whole or in part) for default and complete the Work using other contractors or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
  - B. Pursue other remedies available under this Contract (regardless of whether the termination remedy is invoked); and/or
  - C. Except to the extent limited by this Contract, pursue other remedies available at law.

Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all Work affected (unless the notice directs otherwise); (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process; and (iii) if Consultant has any property in its possession belonging to UTA, account for the same, and dispose of it in the manner UTA directs. Consultant shall remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination. UTA shall calculate termination damages payable under this 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.

- 13.3 If UTA terminates this 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 Work completed by Consultant prior to termination.

#### **ARTICLE 14.0**

##### **Information, Records, and Reports; Audit Rights**

- 14.1 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 subcontractors utilized in the performance of the Work at any tier.

**ARTICLE 15.0**  
**Findings Confidential**

- 15.1 Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.
- 15.2 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.

**ARTICLE 16.0**  
**General Indemnification and Insurance**

- 16.1 Consultant shall protect, release, defend, indemnify and hold harmless UTA and its trustees, officers, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses (hereinafter collectively "Claims"), brought or made against or incurred by any of the Indemnitees resulting from or arising out of the negligent acts or omissions (actual or alleged) of Consultant, its subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable in conjunction with this Contract or any Work performed hereunder. If an employee of Consultant, 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 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.

16.2 For the duration of this Contract, Consultant shall maintain at its own expense, and provide proof of said insurance to UTA, the following types of insurance:

A. Occurrence type Commercial General Liability Insurance ISO CG001, with an edition date of 11-88 or later, covering the indemnity and other liability provisions of this Contract, with no exclusions of explosion, collapse or underground hazards. The limits shall be \$1,000,000 per occurrence with an annual aggregate of \$2,000,000. 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 completed operations."

B. Professional Liability insurance with the following limits and coverages:

Minimum Limits:

\$1,000,000 each claim

\$2,000,000 annual aggregate

Coverages:

1. Insured's interest in joint ventures
2. Punitive damages coverage (where not prohibited by law)
3. Limited contractual liability
4. Retroactive date prior to date
5. Extended reporting period of 36 months

Coverage which meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until 3 years past completion of the Work unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case Consultant will notify UTA. If UTA agrees that such coverage is not reasonably available in the commercial market, Consultant may elect not to provide such coverage.

C. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage. 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."

D. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall

provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$500,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.

- 16.3 On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after Consultant's assessment of the exposure for this contract; for its own protection and the protection of UTA. Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 16.4 Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.
- 16.5 Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) 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 received and approved by UTA 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.
- 16.6 UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

**ARTICLE 17.0**  
**Other Indemnities**

- 17.1 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.
- 17.2 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 subcontractors 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 subcontractors 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 subcontractor, 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.

**ARTICLE 18.0  
Independent Contractor**

- 18.1 Consultant is an independent contractor and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Consultant is responsible to provide and pay the cost of all its employees' benefits.

**ARTICLE 19.0  
Prohibited Interest**

- 19.1 No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Consultant in this Contract or the proceeds thereof without specific written authorization by UTA.

**ARTICLE 20.0  
Dispute Resolution**

- 20.1 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.

- 20.2 The time schedule for escalation of disputes, including disputed requests for Change Order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA’s Project Manager/Consultant’s Project Manager	Five calendar days
UTA’s Second Level/Consultant’s Second Level	Five calendar days
UTA’s Third Level/Consultant’s Third Level	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.

- 20.3 If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence legal action in accordance with the

venue and law provisions of this Contract. If mutually agreed, the parties may also submit the dispute to arbitration or mediation.

**ARTICLE 21  
Successors and Assignees**

21.1 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.

**ARTICLE 22.0  
Nonwaiver**

22.1 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.

**ARTICLE 23.0  
Notices or Demands**

23.1 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: Teresa Pickett  
669 West 200 South  
Salt Lake City, UT 84101

with a required copy to:

Utah Transit Authority  
ATTN: Contract Compliance  
669 West 200 South  
Salt Lake City, UT 84101

If to Consultant:

CMT Engineering  
ATTN: Orvin Russell  
2796 South Redwood Road  
West Valley City, UT 84119

23.2 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.

- 23.3 Notwithstanding Section 23.1, 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

**ARTICLE 24.0**  
**Contract Administrator**

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

**ARTICLE 25.0**  
**General Provisions**

- 25.1 Neither this Contract nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Contract to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Contract, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Contract, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.
- 25.2 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.
- 25.3 The headings of the articles, clauses, and sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 25.4 The parties enter in to 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.
- 25.5 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.
- 25.6 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.
- 25.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.
- 25.8 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 this Contract may be detached from any counterpart and reattached

to any other counterpart hereof. The electronic transmission of a signed original of this Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

- 25.9 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 9, 13, 14, 15, 16, 17, 19, 20 and 25.

#### **ARTICLE 26.0**

##### **Incorporated Documents**

- 26.1 UTA's RFP 19-03016TP including all federal clauses and other attachments, and Consultant's Proposal, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A and B.

#### **ARTICLE 27.0**

##### **Insurance Coverage Requirements for Consultant Employees**

- 27.1 The following requirements apply to the extent that: (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:
- A. 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.
  - B. Consultant shall also demonstrate to UTA that subcontractors 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 subcontractor's employees and the employee's dependents during the duration of the subcontract.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day and year first above written.

**UTAH TRANSIT AUTHORITY:**

DocuSigned by:  
By W. Steve Meyer 5/31/2019

W. Steve Meyer

Interim Executive Director

DocuSigned by:  
By D. Eddy Cumins 5/23/2019

D. Eddy Cumins

Chief Operating Officer

**CMT ENGINEERING:**

By [Signature]

Name: ~~Orvin Russell~~ John Merrill J

Title: Principal, ~~Operations Manager~~  
Secretary J

Approved as to Form

DocuSigned by:  
Mike Bell 5/22/2019

AAG Legal Counsel



## Exhibit A

### Part 1 – Project Information

#### GENERAL OVERVIEW

UTA desires to engage a consultant to perform quality assurance on UTA’s Capital Development construction projects. This work will be on an on-call basis during the term of the contract and will be based on unit cost prices. The quality assurance work may include such items as:

- Material Testing
- Geotechnical Engineering
- Field Observations
- Inspection Services
- Soil Analysis

This list is not intended to be all-inclusive; the contract is intended to include any and all quality assurance work as deemed appropriate by UTA.

#### B. QUALIFICATIONS

The selected proposer must be an AMRL certified laboratory with a minimum accreditation in the following; Quality Systems, Hot Mix Asphalt, Soil, Aggregate, Portland Cement Concrete, and Masonry.

#### C. PROJECT GOALS

The goal of this contract is to provide a minimum of 10% quality assurance testing for all UTA Capital Development construction projects.

#### D. NEGOTIATING

UTA will enter into negotiations with the proposer deemed most qualified to determine fair and reasonable compensation, on a unit price basis, for the services to be provided.

#### E. MANAGEMENT OF THE PROJECT

UTA’s Capital Development Department will manage the on-call contract for the benefit of other business units within the agency. The project will follow the traditional partnering methods that UTA is known for.

#### F. CONTRACT TERM

This project is being advertised as a two (2) year contract.

#### G. PROJECT BUDGET

Each UTA Capital Development Project will have budget to pay for on call quality assurance activities. The UTA Quality Manager and the UTA Project Manager will work together to guarantee the 10% testing requirement is met for each project. Approximate 2019 work load is expected to be around 35k to 75k with budget for future years being dependent upon approved projects for that year.

## **H. ENVIRONMENTAL DOCUMENTATION**

Due to the nature of the work anticipated to be accomplished under this contract there should not be any new environmental clearance documents required. There could be, depending on the location of the work, specific environmental mitigation needed.



### EXHIBIT B

#### On Call Quality Assurance & Material Testing/Inspection Services

Product Code	Test Method	Unit Price
<b>SOILS</b>		
S45	Proctors ASTM/AASHTO	\$120.00 ea.
S46	Proctors ASTM/AASHTO (Rock Corrected)	\$140.00 ea.
S02	Technician Time-Field Densities ASTM/AASHTO	\$46.00 hr.
S06	Atterberg Limits ASTM /AASHTO	\$60.00 ea.
S63	Soils Classification ASTM /AASHTO	\$32.00 ea.
S59	Sieve Analysis ASTM/AASHTO (-3/4")	\$85.00 ea.
S60	Sieve Analysis ASTM/AASHTO (+3/4")	\$130.00 ea.
S023	Soil Sampling	\$46.00 hr.
S19	Reporting Fee	\$10.00 ea.
L21	Travel	\$0.52 mi.
<b>ASPHALT</b>		
B14	Incineration / Gradation	\$125.00 ea.
B24	Unit Weight Rice	\$85.00 ea.
B32	One Point Marshall	\$285.00 ea.
B49	Superpave Field Sample-Gyro	\$325.00 ea.
B02	Density Testing w/ Thin Lift Gauge-Senior Technician time only	\$48.00 hr.
B03	Asphalt Sample Runner	\$46.00 hr.
B07	Thickness and Density of cores	\$20.00 ea.
B06	Coring	\$70.00 hr.
S19	Reporting Fee	\$10.00 ea.
L21	Travel	\$0.52 mi.
<b>CONCRETE</b>		
I07	Special Inspector	\$55.00 hr.
C03	Cylinders (Set of 4)	\$60.00 set
C02	Technician Time Air & Slump Testing	\$46.00 hr.
C37	Cylinder Pick Ups	\$46.00 hr.
C76	Floor Flatness Testing	\$120.00 hr.
S20	Reporting Fee (Special Inspector)	\$20.00 ea.
L21	Travel	\$0.52 mi.
<b>MASONRY</b>		
<b>GROUT</b>		
I11	Masonry Inspection ICC	\$55.00 hr.
M01	Grout Technician	\$46.00 hr.
M27	Prism (Set of 3)	\$180.00 set
M49	Grout (Set of 3)	\$75.00 set
M36	Mortar (Set of 3)	\$60.00 set
S20	Special Inspection Reporting Fee	\$20.00 ea.
I112	Masonry Pick up	\$46.00 hr.
	Travel	\$0.52 mi.



	<b>STRUCTURAL</b>		
N08	<b>STEEL</b>	Field Structural Steel UT Inspection	\$65.00 hr.
I20		Field Structural Steel Visual Inspection	\$60.00 hr.
N07		Shop Structural Steel UT Inspection	\$65.00 hr.
I19		Shop Structural Steel Visual Inspection	\$60.00 hr.
S20		Special Inspection Reporting Fee	\$20.00 ea.
L21		Travel	\$0.52 mi.
	<b>FIREPROOFING</b>		
I01		Special Inspector	\$55.00 hr.
FD1		Density Tests	\$45.00 ea.
S20		Special Inspection Reporting Fee	\$20.00 ea.
L21		Travel	\$0.52 mi.
		<b>Subtotal</b>	
	<b>STRUCTURAL</b>		
I121	<b>WOOD</b>	Special Inspector	\$55.00 hr.
S20		Special Inspection Reporting Fee	\$20.00 ea.
L21		Travel	\$0.52 mi.
	<b>PROFESSIONAL</b>		
L85	<b>SERVICES</b>	Project Management	\$85.00 hr.
S33		Geotechnical Engineer	\$150.00 hr.
CH01		Chemist	\$70.00 hr.
L21		Travel	\$0.52 mi.
L62		Final Affidavit	\$150.00 ea.
	<b>PROFESSIONAL</b>		
	<b>SURVEYING</b>	Office Management	\$95.00 hr.
	<b>SERVICES</b>	Survey Crew	\$135.00 hr.
		PLS - Plat Reviews and Certifications	\$120.00 hr.
		Travel for projects more than 1 hour away	\$70.00 hr.
		Travel	\$0.52 mi.

\*\*Total Estimated Costs are based on available information. Quantities are estimated by minimum industry and or specification standards.

\*\* All field tests have a two hour minimum charge on a portal to portal basis and Special Inspectors have a 3 hour minimum charge on a portal to portal basis. Time over the minimum will be rounded to the nearest whole number. Overtime at 1.5 times the standard rate will be charged before 7:00 a.m. and after 5:00 p.m. over 8 hours and also on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small quantity concrete placements etc

## Exhibit C – Federal Clauses

**FEDERAL CLAUSES FOR ARCHITECT AND ENGINEERING SERVICE CONTRACTS  
ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES**

Contractor shall comply with 49 USC 5301(d), stating federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 USC §4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

**ACCESS TO RECORDS AND REPORTS**

Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Contractor agrees to comply with the record retention requirements in accordance with 2 CFR §200.333. Contractor shall maintain all books, records, accounts and reports required under the Contract for a period equal to the longer of: (i) three (3) years; or (ii) such longer period as may be specified in the Contract (except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case records shall be maintained until the full and final disposition of all such claims or litigation (including appeals related thereto)).

Contractor agrees to provide sufficient access to United States Department of Transportation, Federal Transit Administration (FTA) and its contractors to inspect and audit records and information related to performance of the Contract as reasonably may be required.

Contractor agrees to permit FTA and its contractors access to the sites of performance under the Contract as reasonably may be required.

**CHANGES TO FEDERAL REQUIREMENTS**

Contractor shall comply with all applicable regulations, policies, procedures and directives of the FTA. Applicable regulations, policies, procedures and directives include, without limitation, those listed directly or by reference in the Master Agreement between UTA and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to comply shall constitute a material breach of the Contract.

**CIVIL RIGHTS REQUIREMENTS**

In accordance with Federal transit law at 49 USC §5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue including, without limitation the following equal employment opportunity requirements:

(1) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e et seq., and federal transit laws at 49 USC §5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC §2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC §2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color,

religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(2) **Age** – In accordance with the Age Discrimination in Employment Act, 29 USC §§621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 CFR Part 1625, the Age Discrimination Act of 1975, as amended, 42 USC §6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR Part 90, and federal transit law at 49 USC §5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(3) **Disabilities** – In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794, the Americans with Disabilities Act of 1990, as amended, 42 USC §12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC §4151 et seq., and federal transit law at 49 USC §5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**CLEAN AIR** [Applicable Only to Contracts valued at more than \$150,000]

Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor agrees that it will not use any violating facilities. Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**CLEAN WATER** [Applicable Only to Contracts valued at more than \$150,000]

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**CONFORMANCE WITH NATIONAL ITS ARCHITECTURE** [Applicable Only to Contracts and Solicitations for Intelligent Transportation Systems]

To the extent applicable, Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

**DEBARMENT AND SUSPENSION** [Applicable Only to Contracts valued at more than \$25,000]

Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in any federally assisted award. By submitting a response to UTA’s solicitation for the Contract, Contractor has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Contractor knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**DISADVANTAGED BUSINESS ENTERPRISES**

(1) **FTA Policy** – The Contract is subject to 49 CFR Part 26. Therefore, Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of the Contract. UTA shall make all determinations with regard to whether or not Contractor is in compliance with the requirements stated herein.

(2) **Nondiscrimination** – Neither Contractor nor any subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as UTA deems appropriate, which may include, but is not limited to: (i) withholding monthly progress payments in whole or in part; (ii) assessing any liquidated damages as may be provided in the Contract; (iii) requiring Contractor to stand-down with respect to the Work (without an increase in the Contract cost or an adjustment to the Contract schedule) until Contractor achieves compliance with respect to these requirements and/or (iv) disqualifying Contractor from future participation in UTA contracts.

(3) **DBE Goals and Good Faith Efforts** – The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is 6%. If a separate contract goal for DBE participation has been established for the Contract, it is listed in the solicitation documents that have been incorporated into the Contract. Contractor is required to document sufficient DBE participation to meet the applicable goal. If Contractor is unable to meet the applicable goal, Contractor must alternatively document adequate good faith efforts to meet the DBE Goal. The types of actions that the UTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following: (i) **Contractor's attendance at a pre-bid meeting (as applicable) scheduled by UTA to inform DBEs of subcontracting opportunities;** (ii) advertisement of subcontracting opportunities in general circulation media, trade association publications, and minority-focus media; (iii) written notification to capable DBEs that their interest in the Contract is solicited; (iv) documentation of efforts to negotiate with DBEs for specific subcontracts including the names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact, a description of the information provided to DBEs regarding the work to be performed and a statement explaining why additional agreements with DBEs were not reached; (v) for each DBE Contractor contacted but rejected as unqualified, the reason for Contractor's conclusion; (vi) documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining required bonding or insurance; (vii) documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs; (viii) documentation of Contractor's efforts to break out Contract work items into economically feasible units in fields where there are available DBE firms to perform the work; (ix) evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the Contract, and that such information was communicated in a timely manner; and (x) documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(4) **Race-Neutral Procurements** – If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(5) **Verification of Compliance** – Contractor shall assist UTA in verifying compliance with the DBE requirements of the Contract by submitting status reports itemizing payments to all DBEs with each monthly request for payment. Upon Contract completion, Contractor shall submit a summary of payments, by subcontract, made to all subcontractors to UTA's Civil Rights Compliance Officer.

(6) **Prompt Payment of Subcontractors** – Contractor is required to pay its subcontractors performing work related to the Contract for satisfactory performance of that work no later than 30 days after Contractor's receipt of payment for that work from UTA. In addition, Contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to the Contract is satisfactorily completed or must return any retainage payments to those subcontractors within

30 days after incremental acceptance of the subcontractor's work by UTA and Contractor's receipt of the partial retainage payment related to the subcontractor's work. The failure to make prompt payment to subcontractors as required above shall constitute a material breach of the Contract and shall give rise to remedies including, without limitation, the Authority's right to withhold amounts payable to the Contract and make direct payments (including interest) to subcontractors.

**(7) Termination of a DBE Subcontractor** – Contractor shall not terminate any DBE subcontractor identified in the Contract (or Contractor's response to the Contract solicitation) without UTA's prior written consent. UTA may provide such written consent only if Contractor has good cause to terminate the DBE subcontractor. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the basis for the termination. Contractor shall give the DBE subcontractor five days to respond to the notice and advise of the reasons why the DBE subcontractor believes there is not good cause to terminate the subcontract. When a subcontract with the DBE subcontractor is terminated or when a DBE subcontractor fails to complete its work on the Contract for any reason, Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE subcontractor and immediately notify UTA in writing of its efforts to replace the original DBE subcontractor. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE subcontractor whose subcontract was terminated, to the extent needed to meet the applicable goal.

#### **ENERGY CONSERVATION**

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

#### **FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or FTA assisted project for which the Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Contractor to the extent the US Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under the Contract, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5323(l) on Contractor, to the extent the federal government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **FLY AMERICA REQUIREMENTS** [Applicable Only to Contracts Involving Transportation of Persons or Property, by Air between the U.S. and/or Places Outside the U.S.]

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

#### **INCORPORATION OF FTA TERMS**

The Contract includes certain Standard Terms and Conditions required by the FTA, whether or not expressly stated in the Contract. All FTA-required contractual provisions, as stated in 2 CFR Part 200 or FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request

that would cause UTA to be in violation of FTA terms and conditions.

**LOBBYING** [Applicable Only to Contracts valued at more than \$150,000]

Byrd Anti-Lobbying Amendment, 31 USC 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 USC §1601, et seq.] – Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to UTA.

**NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

UTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the federal government, the federal government is not a party to the Contract and shall not be subject to any obligations or liabilities to UTA, Contractor or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PATENT RIGHTS AND RIGHTS IN DATA** [Applicable Only to Contracts Involving Experimental, Developmental or Research Work]

The Contract is funded through a federal award with FTA for experimental, developmental, or research work purposes. As such, certain patent rights and data rights apply to all subject data first produced in the performance of the Contract. Contractor shall grant UTA intellectual property access and licenses deemed necessary for the work performed under the Contract and in accordance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of the Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of the Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

(1) The federal government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the federal government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

- (i) Any subject data developed under the Contract, whether or not a copyright has been obtained; and
  - (ii) Any rights of copyright purchased by Contractor using federal assistance in whole or in part by the FTA.
- (2) Unless FTA determines otherwise, Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the federal government may direct.

(3) Unless prohibited by state law, upon request by the federal government, Contractor agrees to indemnify, save, and hold harmless the federal government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall be required to indemnify the federal government for any such liability arising out of the wrongful act of any employee, official, or agents of the federal government.

(4) Nothing contained in this clause on rights in data shall imply a license to the federal government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the federal government under any patent.

(5) Data developed by Contractor and financed entirely without using federal assistance provided by the federal government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work.

(6) Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

**RECYCLED PRODUCTS**

Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC §6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR Part 247.

**RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION**

UTA and Contractor intend to resolve all disputes under the Contract to the best of their abilities in an informal manner. To accomplish this end, the parties will attempt to resolve disputes through communications between their respective staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within UTA and Contractor’s organization.

Unless otherwise directed by UTA, Contractor shall continue performance under the Contract while matters in dispute are being resolved.

Unless the Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between UTA and Contractor arising out of or relating to the Contract or its breach will be decided by alternative dispute resolution if the parties mutually agree, or in a court of competent jurisdiction within the State of Utah. Duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by UTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**SEISMIC SAFETY** [Applicable Only to Contracts Involving Construction of new buildings or additions to existing buildings]

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under the Contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

**TERMINATION**

Upon written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate the Contract. If UTA terminates the Contract for its convenience, Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination., but excluding consequential damages (which includes, but is not limited to, lost profits and/or opportunity costs associated with the terminated portion of the work).

UTA may terminate this contract in whole or in part, for UTA’s convenience or because of the failure of

Contractor to fulfill the contract obligations. UTA shall terminate by delivering to Contractor a notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise), and (ii) deliver to UTA's project manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing the Contract, whether completed or in process. UTA has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date: 2/23/2022**

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Dave Hancock, Director of Capital Construction  
Jared Scarbrough, Manager Systems Engineering

**TITLE:**

---

**Change Order: On-Call Systems Maintenance Contract - Task Order #012 - 4700 South Queue Cutter (Rocky Mountain System Services)**

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve task order #012 to the on-call systems maintenance contract and authorize the Executive Director to execute task order and associated disbursements with Rocky Mountain Systems Services (RMSS) in the amount of \$336,443.

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**BACKGROUND:**

In November 2020, UTA released a request for procurement (RFP) for an on-call maintenance contractor focused specifically on systems engineering and maintenance support. Rocky Mountain Systems Services was selected as the winner based on overall scoring using the best value format. The UTA Board of Trustees approved the contract and authorized the Executive Director to execute the contract with RMSS on February 24, 2021. This contract is for three-years with two, one-year options.

Typical task orders under this contract include:

- Subject matter experts to support UTA rail systems and MOW systems departments.
- Train Control System upgrades, repairs, analysis, and training
- Stray Current monitoring and analysis
- Overhead Catenary Systems/Traction Power Substation (OCS/TPSS) repair, maintenance, and training
- Traffic Signal inspections, connections, repairs, and coordination

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**DISCUSSION:**

Kearns Metro Township and UDOT are widening the roadway at 4700 South on the Garfield line. Queue Cutter functionality will be added to the crossing as a part of this project. UTA is responsible to upgrade the 4700 South and 5600 West Grade Crossings to incorporate this new Queue Cutter Preemption functionality. Two (2) existing gate mechanisms will be relocated (demo existing and install new). A new island gate mechanism will be installed. The railroad signal house will also be relocated (demo existing house and install new).

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Rocky Mountain Systems Services
<b>Contract Number:</b>	20-03382VW-012
<b>Base Contract Effective Dates:</b>	February 24 <sup>th</sup> , 2021 through December 31 <sup>st</sup> , 2023
<b>Extended Contract Dates:</b>	N/A
<b>Existing Contract Value:</b>	\$3,800,488
<b>Amendment Amount:</b>	\$336,443
<b>New/Total Amount Contract Value:</b>	\$4,136,931
<b>Procurement Method:</b>	RFP best value modification
<b>Funding Sources:</b>	2022 State of Good Repair Budget

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**ALTERNATIVES:**

The do-nothing-alternative would mean that this crossing does not receive Queue Cutter Preemption functionality.

---

**FISCAL IMPACT:**

This budget is included in the 2022 Capital Program.

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**ATTACHMENTS:**

Task Order

**TASK ORDER NO. 012**

**TASK ORDER NAME: 4700 South Queue Cutter**

**PROJECT CODE: MSP189; 40-3189.68912**

This is Task Order No. 012 to the On Call Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain Systems Services, (Contractor) as of February 24<sup>th</sup>, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

**1.0 SCOPE OF SERVICES**

The scope of work for the Task Order #012 is hereby attached and incorporated into this Task Order.

**2.0 SCHEDULE**

The Substantial Completion Date for this Task is December 31<sup>st</sup>, 2022. The Final Acceptance Date for this Task is December 31<sup>st</sup>, 2022.

**3.0 LUMP SUM PRICE**

The price for this task order is a not to exceed \$336,443.00. Invoices will be billed on monthly basis for work completed to date.

**4.0 APPLICABILITY OF FEDERAL CLAUSES**

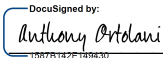
This Task Order does  does not  [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

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

UTAH TRANSIT AUTHORITY:

ROCKY MOUNTAIN SYSTEMS SERVICES:

By: \_\_\_\_\_  
Jay Fox, Executive Director Date  
> \$100,000

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

By: \_\_\_\_\_  
Mary DeLoretto, Chief Service Development Ofc. Date  
< 100,000

Date: 2/9/2022

By: \_\_\_\_\_  
Dave Hancock, Director of Capital Construction Date  
< \$50,000

By: \_\_\_\_\_  
Jared Scarbrough, Project Manager Date  
< \$10,000

 \_\_\_\_\_  
Legal Review

Procurement Review



June 7, 2021

RMSS-52598-012

Mr. Jared Scarbrough  
Manager of Systems Engineering  
2264 South 900 West  
Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: 4700 South Queue Cutter UDOT PIN 11085

Jared,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for the 4700 South Queue Cutter and wayside crossing signaling upgrades.

Our lump sum price for this proposal is **\$336,443.00**

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

General Overview

UDOT has requested a queue cutter to be added at the 4700 South and 5600 West grade crossings on the Garfield line as part of the road widening project at 4700 South. Additionally, as part of the upgrades to this location, two (2) existing gate mechanisms will be relocated (demo existing and install new), and an additional new island gate mechanism will also be installed. The existing railroad signal house will be replaced (demo existing house and install new) as well.

The current configuration, as of October 2020 and as verified by UTA, is designed for 30 seconds of warning time with an additional 5 seconds of existing advanced preemption time for a total of 35 seconds. The HXP runs a traffic control relay (TCR) off the AX1 output with a warning time set at 35 seconds. The interconnect in between the traffic control cabinet and the wayside signal house consists of a four-conductor cable which terminates on a six-post terminal block mounted in an enclosure on the outside of the signal house. 4700 South and 5600 West use frequency selectable shunts for the crossing starts.

UDOT Request

UDOT requests advanced preemption at 5600 West and 4700 South

- 4700 South
  - 24 Seconds of advanced preemption time requested
- 5600 West
  - 29 Seconds of advanced preemption time requested

UDOT requests a 7 conductor #14AWG (7C#14) copper interconnect. This is an upgrade from the current four conductor cable.



The scope of work for this proposal is as follows:

### Design

RMSS and our subcontractors will:

- Review UDOT preemption forms to produce a revised set of circuit plans as needed to incorporate requests from UDOT
  - Produce IFR, IFC, and AIS circuit plans for 4700 South Grade Crossing
  - Submit CAD and PDF files for As-In Service Plans
- Produce product submittals for all new hardware for UTA review and approval
- Determine appropriate frequencies for frequency selectable shunts at 4700 South and 5600 West

### Procurement

RMSS will procure:

- Three (3) Western Cullen Hayes gate mechanism assemblies including crossing arms, lights, and foundations
- One (1) furnished and wired 6x6 signal house with:
  - GCP 4000 (configured at factory)
  - SSCC III
  - Two (2) battery banks
  - Three (3) Vital Relays (Gate Down, TCR, Slow release)
  - Surge Panels
- Signal cable as needed for gate mechanisms
- Three (3) frequency selectable shunts (frequency range TBD)
- Two (2) Blank out signs with masts and foundations

### Construction

RMSS will perform the following construction activities:

- Coordination with UDOT, UPRR, UTA, and other stakeholders as needed
- Demo two (2) existing gate mechanism assemblies, including foundations
- Demo existing one (1) existing signal house
- Demo existing track leads at 4700 South Island location
- Install and configure one (1) new signal house including signal components
- Relocate existing pre-emption box from the side of the existing signal house to the new signal house.
- Tape and coil spare cable in pre-emption box on the side of the new house
- Install and configure three (3) new gate mechanism assemblies including foundations, gate arms, and lights
- Install pull boxes as needed to extend conduit runs from existing gate locations to new gate locations
- Install conduit as needed to connect new signal house to new gate mechanisms
- Install new cable from signal house to gate mechanisms
- Remove existing shunts and install four (4) new frequency selectable shunts
- Install new utility AC power connection from new meter location to new signal house
- Install new 2C#6 cable in new island location at 4700 South (reuse existing conduit where possible)



- Coordination of interconnect configuration with UDOT and/or Pinetop Engineering, LLC.

Testing

RMSS will perform the following testing and commissioning activities:

- Develop and execute all stand-alone and integrated test forms
- Megger all new signal cable after installation
- Fully test and commission 4700 South and 5600 West
- Support final traffic signal integration and testing

Clarifications

- The HXP platform that is currently in use is generally unavailable. Per the direction of UTA this proposal assumes the use of the GCP4000 platform in the new signal house.
- Testing and commissioning activities to be completed using key personnel as defined under task order #1 or task order extension. This proposal does not include additional cost for these personnel.
- Sales tax is included in this proposal for the destination of all permanent material.

Exclusions

1. Traffic signal interface cabling installed by others
2. Traffic signal interface conduit by others
3. Traffic signal cabinet procurement, install, and testing
4. Traffic signal components required for queue cutter
5. Phased installation to support multiple traffic patterns
6. Traffic control
7. Flagging
8. Permitting

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 positioned above the typed name.

Anthony Ortolani  
Project Manager  
Rocky Mountain Systems Services

cc:

Marshall Wilson – RMSS  
Todd Provost - RMSS  
Dan Meservey – RMSS



Doug Jones – RMSS

\*\*\*Procurement lead times may be affected by Covid-19 pandemic\*\*\*  
Our pricing is in U.S. Dollars, F.O.B. Salt Lake City UT, and excludes all allowances, tariffs,  
licenses, and permits

**UTA - On Call**  
**4700 South Queue Cutter**  
**Task Order Estimate Summary**



6/7/2021

Subcontractors \$	119,262.00
Materials \$	79,765.00
Administrative \$	27,712.00
Design/Engineering \$	-
Construction/Testing \$	47,990.00
Travel & Perdiem \$	-
Other Costs and Fee \$	61,714.00
Total: \$	<u>336,443.00</u>



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 2/23/2022**

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Bill Greene, Chief Operating Officer  
**PRESENTER(S):** Todd Mills, Director of Supply Chain

**TITLE:**

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**Pre-Procurements**

- **Long Range Transit Plan Consultant**
- **Code Vulnerability Management**

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**AGENDA ITEM TYPE:**

Pre-Procurement

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**RECOMMENDATION:**

Informational report for discussion

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**BACKGROUND:**

Utah's Public Transit District Act requires all contracts valued at \$200,000 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.

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**DISCUSSION:**

- **Long Range Transit Plan consultant.** This procurement is to contract with a firm to provide consulting services for the creation of our Long Range Transit Plan. The primary goal will be to retain an experienced consultant team with capabilities of supporting UTA in the development of an agency wide Long Range Transit Plan (LRTP) looking out 30 years into the future. In addition to assisting in the creation of the plan, this consultant will be tasked with documenting a replicable process so that UTA may keep this plan as a living document, with updates on a four-year cycle, coinciding with UTA's Metropolitan Planning Organization (MPO) partners' updates to their Regional Transportation Plans (RTPs). This procurement will be conducted as an RFP and funding for the project was included in the approved 2022 Operating Expense budget. (Req. 10353, Russell Fox)

- **Code Vulnerability Management.** This procurement is to contract with a firm to provide a code scan for internal and external systems, applications, and software. Once the initial scan of various applications, systems and software has been completed, a comprehensive list of vulnerabilities will be presented to UTA for review and acceptance. Phase 2 of this project is the remediation of bugs, vulnerabilities, and issues that the code scan has uncovered. Because it is impossible to determine ahead of time how many issues may be uncovered and the depth of the vulnerability, the vendor will prepare a recommendation with cost time estimate broken out by project. The Project Manager for UTA will then prioritize and authorize the work to be performed. This process will be completed using an Agile/Scrum Methodology. UTA may, in some cases choose to have the remediation work completed in-house and not by the vendor. The IT Enterprise Architect will also direct the applications to be remediated and coordinate code reviews. Funding for this project in 2022 will come from the IT Managed Reserve budget. Following years will be from 5200.50353.92 budget (Req. 10354, Georgiy Polishchuk)

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**ATTACHMENTS:**

None



# Utah Transit Authority

669 West 200 South  
Salt Lake City, UT 84101

## MEETING MEMO

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**Board of Trustees**

**Date:** 2/23/2022

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**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Mary DeLoretto, Chief Service Development Officer  
**PRESENTER(S):** Brad Armstrong, Sr. Manager Budget and Financial Analysis  
Dan Hofer, Manager Capital Assets and Project Controls  
Paul Drake, Director of Real Estate and TOD

**TITLE:**

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**Technical Budget Adjustment - 2022 Capital Budget and Full Time Employee Adjustments**

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**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Approve a technical budget adjustment for the 2022 Capital Budget to (1) move \$950,00 from the Capital Contingency, (2) add \$3,710,000 of 2021 carryforward budget authority, (3) adjust four existing capital projects as presented, and (4) approve one additional Full Time Employee (FTE) in the Real Estate & Transit Oriented Development (TOD) Department, funded within the existing TOD capital projects

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**BACKGROUND:**

After the formal approval of the 2022 Capital Budget, four projects have emerged that need technical budget adjustments to address budget authority shortfalls for 2022. This will be accomplished through use of the Capital Contingency and identified underruns in 2021 and the associated carryforward of 2021 budget authority to complete these projects in 2022.

There was an oversight and omission of \$400,000 in grant funding and match for the Optical Detection Next Steps project. This request seeks to recognize that revenue in the five-year financial plan.

There is a need to bring on an additional Project Manager in the TOD Department to assist with the development of the new Headquarters (HQ) Building.

---

**DISCUSSION:**

The following projects are requesting funding to be moved from the current Capital Contingency Fund

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(MSP999, current budget \$5M) and recognition of 2021 carryforward budget authority.

MSP268- Optical Detection Next Steps project is a new project in the Adopted 2022 Budget. During budget preparation, grant funding and local partner funding amounts were omitted in error. This request will move contingency funds of \$400,000 to this project. Appropriation authority is needed to reflect funding so an agreement can be executed as soon as possible.

Grant funding for this project in the amount of \$310,000 and local partner match (contributions from the University of Utah and a private firm, Autofill) of \$90,000 total \$400,000. This new revenue will be recognized in the financial plan.

MSP257- Gap Filler on Front Runner Stations is an existing project with 2022 budget authority of \$750,000.

UTA will be carrying forward \$1,000,000 of unspent budget authority from 2021. The resulting 2022 budget authority will be \$1,750,000.

MSP227- Meadowbrook Expansion is an existing project with combined 2021-2022 budget authority of \$3,964,000. During project development, additional construction costs have emerged, namely the rerouting of a power line utility that is interfering with the new bus bays. This project is requesting an additional \$200,000 from Capital Contingency to address these needs. Combined with the addition of 2021 carryforward budget authority of \$1,366,000, this will bring the total 2022 budget authority to \$1,816,000.

MSP081- Tooele Bus Facility is an existing project with 2021 budget authority of \$1,368,000. Due to a late start on the construction effort only \$24,000 was spent in 2021.

Project development has identified scope and cost increases including a full roof replacement and updates to the electrical system. This project is requesting an additional \$350,000 to address these needs. Combined with the addition of 2021 carryforward budget authority of \$1,344,000, this will bring the total 2022 budget authority to \$1,694,000.

The following project is requesting approval for an additional FTE:

#### New TOD Project Manager Position

The TOD Department is requesting authorization to add an additional TOD Project Manager. This position was originally contemplated for addition in 2023, but due to the additional workload of developing the new HQ building in-house, the need has been accelerated.

The new TOD Project Manager will assist with the Station Area Plans (9 are anticipated for 2022), active TOD projects (such as Ogden, Clearfield, Salt Lake Central, Midvale Center Station), and prepare other projects for development (such as Roy Station, 1300 South Ballpark Station, West Jordan City Center, Fort Union Station, American Fork Station, Orem Central, and Provo Central).

This position will be funded from existing capital project budgets and will not require additional budget authority.

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#### **ALTERNATIVES:**

Reject or revise the proposed technical budget adjustments

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**FISCAL IMPACT:**

If approved, the overall budget impact will be \$3,710,000 in recognition of carryforward authority from the 2021 Adopted Budget. All other changes to the Capital Program will be funded by utilizing offsets from the Capital Contingency fund (\$950,000).

This request also recognizes \$400,000 in new revenues from grant and local match that will be used on MSP268 - Optical Detection Next Steps project.

The FTE requested will have no fiscal impact as it will be billed to existing capital projects.

See Attachment A for a detailed reconciliation.

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**ATTACHMENTS:**

Technical Budget Adjustment, February 23, 2022 - Attachment A

**UTAH TRANSIT AUTHORITY**  
**2022 TECHNICAL CAPITAL BUDGET ADJUSTMENT - SUMMARY**  
**February 23, 2022**

**Attachment A**

<u>Funding Sources</u>	2022 Final Budget	2021 Carry Forward	Transfer From Contingency	New Project Funding	Amended 2022 Budget
1 UTA Current Year Funding	\$ 123,886,000	\$ 2,743,000			\$ 126,629,000
2 Grants	44,291,000	967,000		310,000	45,568,000
3 Local Partner Contributions	10,603,000			90,000	10,693,000
4 State Contribution	33,446,000				33,446,000
5 Leasing	15,832,000				15,832,000
<b>6 Total Funding Sources</b>	<b>228,058,000</b>	<b>3,710,000</b>	-	<b>400,000</b>	<b>232,168,000</b>
 <u>Expense</u>					
6 State of Good Repair	70,588,000			-	70,588,000
7 Gap Filler on FR Stations	750,000	1,000,000			1,750,000
8 Depot District	32,562,000				32,562,000
9 Ogden/Weber BRT	25,465,000				25,465,000
10 Front Runner Forward	15,000,000				15,000,000
11 Mid Valley Connector	10,000,000				10,000,000
12 TIGER Program of Projects	8,206,000				8,206,000
13 Optical Detection Next Steps	75,000		400,000		475,000
14 Meadowbrook Expansion	250,000	1,366,000	200,000		1,816,000
15 Tooele Bus Facility	-	1,344,000	350,000		1,694,000
16 Capital Contingency	5,000,000		(950,000)	-	4,050,000
17 Other Capital Projects	60,162,000	-	-	-	60,162,000
<b>18 Total Expense</b>	<b>\$ 228,058,000</b>	<b>\$ 3,710,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 231,768,000</b>



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date: 2/23/2022**

---

**TO:** Board of Trustees  
**THROUGH:** Jay Fox, Executive Director  
**FROM:** Alisha Garrett, Chief Enterprise Strategy Officer  
**PRESENTER(S):** Alisha Garrett, Chief Enterprise Strategy Officer

**TITLE:**

---

**2021 UTA Continuous Improvement Team Highlights**

**AGENDA ITEM TYPE:**

Discussion

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**RECOMMENDATION:**

Informational report for discussion

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**BACKGROUND:**

In 2016, UTA created a Continuous Improvement department. The purpose of this department is to foster learning and lead culture and improvement efforts across the agency to improve efficiency and effectiveness. To support the mission and vision the department structured a cross functional UTA Continuous Improvement (CI) team in 2017, made up of various employees from across the Agency. We are excited to report the size of the team continues to grow over the years. The purpose of this team is to build knowledge and expertise in Service Units and across Agency Offices to ensure the work of CI becomes core to UTA's approach in our day-to-day work and reinforces the elements of the UTA Way. 2021 was another great year where several team members successfully accomplished their certification program and helped to lead out and complete numerous continuous improvement efforts across the Agency.

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**DISCUSSION:**

This report will share information about how the CI team performed against their learning goals and objectives, recognize team members who achieved their certification and highlight some of the types of CI projects that occurred in 2021.